The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-49-EL
In Re:  Advanced Metering Functionality Business Case
and Cost Recovery Proposal
Responses to the Commission's First Set of Record Requests
Issued April 14, 2023

<u>Public Utility Commission RR-1</u>

<u>Request</u>:

Please provide a copy of the vendor agreements, including the software vendor agreement, the non-disclosure agreement, and the letter proposal.

<u>Response</u>:

Please see Confidential Attachments RR-1-1[1], RR-1-2[2], RR-1-3, RR 1-4, and RR-1-5 for the requested information.

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[1] Confidential Attachment RR-1-1 is identical to Confidential Attachment DIV 5-1-1, which the Company filed on April 27, 2023.

[2] Confidential Attachment RR-1-2 is identical to Confidential Attachment DIV 5-1-2, which the Company also filed on April 27, 2023.

Prepared by or under the supervision of:  Philip J. Walnock

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December 07, 2022

Phil Walnock Director of Product Portfolio
PPL Corporation
2 N. Ninth Street
Allentown, PA 18101

Subject: Rhode Island Energy Hardware Pricing

Dear Mr. Walnock:

███████████████ sincerely appreciates the opportunity to provide the following details to PPL for ████████████████® AMI solution hardware for the Rhode Island Energy project.

The following table represents the solution components and pricing for this project.

**Solution Components and Pricing**

| Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|
| **Electric Meters with Communication Modules** | | | |
| RF█████(Form 2S-SD) | | | $49,024,848.58 |
| RF███(Form 1S-SD) | | | $130,985.68 |
| RF███(Form 12S-SD) | | | $8,099,642.49 |
| RF███(Forms 1S, 2S, 3S, 3SC, 4S) | | | $10,956.33 |
| RF███(Form 2SE) | | | $439,423.74 |
| RF███(Forms 5/45S, 6/36S, 12/25S, 29S) | | | $308,994.42 |
| RF███(Forms 12/25SE) | | | $6,879.12 |
| RF███(Forms 8/9S, 14/15/16S) | | | $5,020,024.59 |
| RF███(Forms 14/15/16SE) | | | $619,833.05 |
| **Electric Meters with Communication Modules** | | | |
| Routers | | | $1,383,300.00 |
| 1 Radio Network Gateway | | | $1,789,300.00 |
| 3 Radio Network Gateway | | | $101,500.00 |
| | | **Total:** | $66,935,688.00 |

███████████████

## Clarifications

### Electric Meters with Communication Modules

1. Additional electric meter options are as follows:

| ███ Meter Options | Price |
|---|---|
| ANSI C12.18 Opti-Com Magnetic Port Short Cover | █████ |
| ANSI C12.18 Opti-Com Magnetic Port + Reconnect Arming Button Short Cover (████████ Only) | █████ |
| ANSI C12.18 Opti-Com Magnetic Port + Demand Reset Tall Cover | █████ |
| Extended Outage Holdup with ████████ | █████ |

2. ████████ pricing for the entries in the table above are applicable during a mutually agreed upon deployment project.

3. The attached pricing estimates are governed by mutually agreed upon Terms and Conditions between ████████ and PPL for the Rhode Island Energy project.

4. ████████████████ are not included in the attached pricing.

### Network Equipment

5. Network Equipment quantities are approximations of required quantities and have been developed from the 531,882 electric meter locations provided by Customer.

6. Network Equipment quantities are based on Routers being mounted at █████ above ground level (AGL). Alternate mounting locations, configurations and heights may require additional brackets, cables or antennas that are not included in this proposal. Actual Network Equipment quantities necessary for proper AMI System functionality may vary based on verification of final meter quantities, system analysis and requirements, approved survey locations, deployment approach, and system optimization needs.

7. Network Equipment quantities assume ████████ standard ████████ RF AMI throughput parameters:

   - Up to ████████ of 15-minute interval data transmitted every 4 hours from all residential electric Endpoints.

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- Up to ███████ of 15-minute interval data transmitted every 60 minutes from all commercial and industrial electric endpoints.

- Support PPL requested Network design input

  o The electric and DER design is based on an average of █████ and maximum of █████.

  o Electric Meters: █ Channels and DER presenting █ inverter data points.

  o Any Gateways with █████ or more electric devices requires a redundant gateway path.

  o ███████ DER devices

8. Electric endpoints shall be deployed in a contiguous manner to enable adequate meshing.

9. Customer will provide WAN backhaul access to each Network Gateway. As an alternative, ██████████ is able to offer our ██████████ cellular solution for backhaul. If Customer chooses to elect ██████████ backhaul services, a ███████ agreement is required, and pricing can be provided upon request.

10. Customer will provide new or existing poles, of an appropriate height, with 120/240V power source for installation of network equipment.

11. The need for external passive antennas, and quantities of such, will be determined during deployment.

## General Clarifications

12. Pricing does not include any software (██████████████, MDMS, ████████████████████████████, etc.). Software quote is provided separately.

13. Standard lead time for product shipment can vary, and upon receipt and confirmation of your purchase order, an estimated shipment date will be provided.

14. Licenses sold as part of this solution are for ██████████ products only. Any additional third-party licenses are the responsibility and at the expense of Customer.

15. This quote is valid for 90 days.

16. ██████████ standard equipment (Network Gateway, Router, electric meter) warranty for defects in material or workmanship is ██████████ months from the date of shipment. ██████████ warrants that its software will materially comply with the software documentation provided for a period of ██████████ days from the date of delivery. ██████████ warrants that Services will be provided in a professional workmanlike manner and the services warranty period is ██████████ after performing a service.

17. On-site services and in-person training are subject to COVID-19 travel restrictions.

18. ██████████ pricing is subject to change due to any annual increase in CPI.

19. No bonds or letters of credit are included in ██████████ pricing.

20. While ██████████ endeavors to make the content of its marketing materials timely and accurate, ██████████ makes no claims or promises about the accuracy, adequacy, or completeness of, and

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expressly disclaims liability for errors and omissions in, such materials. No warranty of any kind, express, implied, or statutory, including without limitation warranties of non-infringement of third-party rights, title, merchantability, and fitness for a particular purpose, is provided in connection with the content of such marketing materials.

21. This proposal contains confidential and trade secret information of ███████. Except as otherwise specified in a non-disclosure agreement regarding ██████████ confidential information, ██████████ authorizes use and disclosure of the content of this proposal only as necessary for evaluation of ██████████ proposal, or as required by law. No other license rights are intended or implied.

We look forward to taking this next step with you and welcome the opportunity to further define a ██████████ solution to address your needs. If you have any questions, please contact ██████████ at ██████████ or ████████████████████.

Sincerely,

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April 24, 2023

Attention:  Phil Walnock
PPL Electric Utilities
2 N. Ninth Street
Allentown, PA 18101

Subject:        Form 2SE Meter
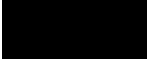
Dear Mr. Walnock,

The price of the Form 2SE meter in the hardware letter dated December 7, 2022, contains a service disconnect.  In error, we did not label that line item with "2SE-SD" to reflect that it contains a service disconnect.  The CL320 meter without a disconnect price is represented in the line item for Form 14, 15, 16SE in the hardware letter.

Best Regards,

PPL EU

esponse Summary - Clarification
roprietary & Confidential Information

**Contract No 8398**

## SOFTWARE AS A SERVICE AND SERVICES AGREEMENT

This Software as a Service and Services Agreement (this "**SaaS Agreement**" or **"Agreement"**), dated as of January 30, 2023 ("**Effective Date**"), is by and between **PPL SERVICES CORPORATION** ("**Customer**" or "**PPL**"), with offices located at Two North Ninth Street, Allentown, PA 18101, and ███████████████████████████ with offices located at ███████████ ("███████████").

WHEREAS, Customer, for the benefit of itself and its Affiliate(s) that provide electricity, water and/or natural gas to retail customers and that are designated in the relevant Service Order or SOW as to be a recipient of the Services described therein (each a "**Benefiting Affiliate**" or "**BA**", and collectively the "**Benefiting Affiliates**" or "**BAs**"), requires third-party hosted "software as a service" (the "**SaaS Services**," as further described herein) with respect to certain of Customer's and/or such BAs' information technology needs and related smart grid program(s);

WHEREAS, ███████ has agreed to provide the SaaS Services and the Services to Customer and such BAs, all on the terms and conditions set forth herein and the applicable Service Order or SOW.

NOW, THEREFORE, 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 hereby acknowledged, the parties agree as follows:

1.      **Definitions; Schedules**. Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section.

"**Access Credentials**" means any username, identification number, password, and/or other access keys or controls for access and use of the SaaS Services.

"**Affiliate**" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" means (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, whether through the ownership of voting securities, by contract or otherwise.

"**AMF/TSA Program SOW**" has the meaning in Section 5.4.1.1 of this Agreement.

"**AMF Program**" has the meaning in the AMF/TSA Program SOW.

"**AMF Services**" has the meaning in the AMF/TSA Program SOW.

"**Applicable Data Privacy and Data Security Laws**" means all applicable local, state, national and foreign laws, statutes, regulations, ordinances, rules, judgments, orders, decrees, bylaws, directives, guidelines, policies, opinions, interpretive letters, requirements or other governmental regulations or restrictions or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any government authority, court or other judicial or administrative body, in any such case that apply to the processing of Personal Information, privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, including but not limited to, laws of the United States of America, the European Union and/or their member states, Switzerland and United Kingdom as they

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may be amended from time to time, and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "**GDPR**"), and the CCPA.

"**Applicable Law**" means any federal, state, or local statute, law, regulation, ordinance, rule, judgment, order, decree, bylaw, directive, guideline, policy, opinion, interpretive letter, requirement or other governmental regulation or restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any government authority, court or other judicial or administrative body having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter, applicable to a party's obligations under this Agreement including but not limited to Applicable Data Privacy and Data Security Laws and with respect to the Services provided and specifically Section 2.2, "Applicable Laws" may include, without limitation, the American with Disabilities Act of 1990, and the Web Accessibility Standards developed by the United States Access Board, and the Wide Web Consortium's (W3C) Web Content Accessibility Guidelines 2.0, Level AA (but only to the extent applicable to Services ▮▮▮▮▮▮▮ may provide to Customer or a BA).

"**Authorized Users**" means the employees, consultants, contractors, subcontractors and/or agents of Customer, any BA, or any other Affiliate of Customer (a) who are authorized by Customer or a BA to access and use the SaaS Services under the rights granted to Customer under this Agreement; and (b) for whom access to the SaaS Services and /or Other Services has been purchased under this Agreement or the applicable Service Order.

"**Benefiting Affiliate**" or "**BA**" has the meaning in the preamble of the Agreement.

"**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 Applicable Laws to be closed for business.

"**Change Order**" has the meaning set forth in Section 2.5.

"**Claim**" has the meaning set forth in Section 12.1.

"**Cloud Software**" means cloud-based software to which Customer or a BA and each Authorized User is provided access as part of the SaaS Service, including any updates, upgrades, or new versions.

"**Consumer Privacy Laws**" means any U.S. privacy or data protection Applicable Laws that applies to ▮▮▮▮▮▮▮'s Processing of any Personal Information.

"**Customer Data**" means Information, data, PII, all databases and data collections or other content, material, or information, in any form or medium, relating to Customer, a BA or Affiliate of Customer, Customer's or a BA's customers or their information, including, but not limited to, meter energy data, customer lists, customer contact and registration information, customer correspondences, customer consumption and billing histories, information regarding customer participation in demand side management programs, and any information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer, any BA, or any Authorized User by or through the SaaS Services, or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

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"**Customer Systems**" means the Customer's or BA's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including data and database management systems), infrastructure and networks, whether operated directly by Customer or through the use of third-party services.

"**Documentation**" means all then-current online user manuals, training manuals, product or service descriptions and technical manuals, supporting manuals and Customer specific documentation created by ████████ for or associated with the SaaS Services as updated from time to time, that describes (among other things) the functions, operation, and use of the SaaS Services, and that ████████ makes generally available to subscribers of the SaaS Services.

"**Endpoints**" means each of the following types of physical sensory-type devices installed for use in the delivery of any commodity, e.g., electric, water, gas, distribution automation devices:

i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and

ii. an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not and shall not include: aggregations of data, from multiple Endpoints; interfaces between the Cloud Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

"**Error**" has the meaning set forth in Schedule A.

"**Error Correction**" has the meaning set forth in Schedule A.

"**Export Control Laws**" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("**EAR**") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("**ITAR**") maintained by the U.S. Department of State.

"**Fees**" have the meaning in Section 6.2 of this Agreement.

"**Force Majeure Event**" has the meaning in Section 16.1 of this Agreement.

"**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer, any BA, or any Authorized User from accessing or using the Services or ████████ Systems as intended by this Agreement. Harmful Code does not include any ████████ Disabling Device.

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"**High Risk Activities**" means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

"**Improvements**" means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that ▮▮▮▮▮▮ incorporates into the SaaS Service or that is made available to other ▮▮▮▮▮ customers.

"**Information**" has the meaning set forth in Schedule C.

"**Initial Service Orders**" has the meaning in Section 2.5.

"**Initial Term**" has the meaning in Section 5.2.1.

"**Intellectual Property Rights**" means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (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) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

"**Interfaces**" means ▮▮▮▮▮▮ file transfer communications interfaces and data feeds mechanisms between the ▮▮▮▮▮ Systems and the Customer Systems which are developed, operated, owned and maintained by ▮▮▮▮▮ pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer's Systems.

"▮▮▮▮▮ **Disabling Device**" means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by ▮▮▮▮▮ or its designee to disable Customer's, a BA's, or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of ▮▮▮▮▮ or its designee.

"▮▮▮▮▮ **Materials**" means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer or any BA in connection with ▮▮▮▮▮'s performance of the Services, in each case developed or acquired by ▮▮▮▮▮ independently of this Agreement. For the avoidance of doubt, ▮▮▮▮▮ Materials does not include Customer Data, or any information, data, or other content derived from ▮▮▮▮▮'s monitoring of Customer's or a BA's access to or use of the Services, including any Customer Data, Customer Confidential Information, or any Customer Intellectual Property.

"▮▮▮▮▮ **Personnel**" means all employees and agents of ▮▮▮▮▮, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

"**Losses**" means: (a) for purposes of Section 12 (Indemnification) only, any and all actual losses, costs, liabilities, damages, injuries, fines, penalties and interest, including reasonable legal fees and

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out-of-pocket expenses, suffered or incurred by a party seeking indemnification as a result of any Claim; and (b) for all other purposes, means, with respect to any party, any and all actual losses, costs, damages, injuries, liabilities, fines, penalties, obligations, assessments, awards, deficiencies, costs and expenses whatsoever, including the costs of settlements, litigation, arbitration, judgments, penalties and interest, documented reasonable attorneys' fees, consultants' fees and other professional fees and reasonable disbursements and expenses (including documented attorneys' fees and litigation expenses incurred in establishing the right to indemnity hereunder).

"**Security Incident Related Costs**" will include but not be limited to Customer's or a BA's actual costs and expenses associated with or arising from responding to, investigating, addressing, remediating, resolving, responding to regulators or any other governmental authority or law enforcement, public relations and communications, and responding to a confirmed Security Incident or a Security Breach/Data Breach arising from (a) a breach of ▮▮▮▮▮▮▮'s security obligation(s) in this Agreement, including attachments thereto or an intrusion emanating from, or breach of ▮▮▮▮▮▮'s system or network that concerns Customer or a BA or (b) through any Service or ▮▮▮▮▮▮ Materials that concerns Customer or a BA, including, but not limited to, (i) preparation and mailing or other transmission of notifications or other communications to consumers, employees, governmental authorities, law enforcement, the public, affected businesses, or others in order to fulfill any other requirements to the extent required under Applicable Law, Customer's or a BA's policies, or consistent with custom and practice for responses to Security Incidents generally for similar Security Breach/Data Breach, (ii) costs for credit reporting and monitoring services that are associated with legally required notifications or are consistent with custom and practice for Security Incidents or a Security Breach/Data Breach generally for similar Security Incident or a Security Breach/Data Breach that could impact a person's credit or financial security or for credit reporting and monitoring services required by Applicable Laws; (iii) costs or expenses of any Customer or BA contractor impacted by the Security Incident or a Security Breach/Data Breach, reasonable costs or expenses with reasonably sufficient documentation to engage experts, investigators or other professionals that would be required under the circumstances; (iv) damages caused to property, systems or Information of Customer or any BA. Such costs subject to the Secondary Cap set forth in Section 13.2.2. With respect to any Security Breach/Data Breach which does not arise from (a) or (b) above, any third-party notifications shall be at Customer's expense; provided, however, ▮▮▮▮▮▮ will reasonably cooperate as Customer requests. For clarity, ▮▮▮▮▮▮ shall not be responsible for voluntary notification which is not required or highly recommended, including under Applicable Laws, Schedule C, Customer's Information and System Security Agreement, the privacy policy of Customer or a BA as identified in Section 10.1, or the guides or standards of the National Institute of Standards and Technology ("**NIST**"), ISO or the Federal Trade Commission concerning data breach response. If there is a voluntary notification consistent with custom and practice within the utility industry for a similar security incident or security or data breach Customer may request a contribution to such costs from ▮▮▮▮▮▮ which ▮▮▮▮▮▮ will take under advisement and respond to immediately, in all cases acting reasonably and in good faith.

"**Other Services**" means all services performed or delivered by ▮▮▮▮▮▮ under this SaaS Agreement, other than the SaaS Services and the Support Services. Such services may include consulting, implementation, training and other professional services. All Other Services will be provided on a non-'work for hire' basis unless provided otherwise in the applicable SOW subject to fees paid for identified "work for hire" in such SOW.

"**Other Vendors**" means in connection with Other Services the other vendors providing or to provide Customer and/or any BA(s) any products or services to be used in the development,

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deployment and/or operation of the advanced meter infrastructure or functionality project and related systems and equipment to which ███████'s Services relate (the "**Project**").

"**Permitted Uses**" means any use of the Services by Customer, any BA, or any Authorized User for the benefit of Customer or such BA, in or for Customer's or such BA's internal business operations in a manner consistent with the Documentation, including, but not limited to, in connection with Customer's or a BA's provision of services to any of its respective utility customers, communications with such customers, monitoring the service usages by such customers, and/or billing such customers for services rendered, and including, but not limited to, the right to load, execute, operate, store, receive, transmit, display, distribute, copy and maintain information and data on, through or using the SaaS Services.

"**Person**" means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"**Personal Information**" or "**PII**" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, including, but not limited to, any information that (a) identifies or relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with, a data subject who can be identified directly or indirectly from that data alone or in combination with other Personal Information in ███████'s possession or control or that ███████ is likely to have access to, or (b) the Consumer Privacy Laws applicable to the information otherwise define as protected personal information.

"**Processing**" shall mean any operation or set of operations which is performed on Customer Data, including Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination and "Process", "Processes" and "Processed" will be interpreted accordingly.

"**Representatives**" means a party's employees, officers, directors, consultants, legal advisors and, with respect to ███████, ███████'s Subcontractors, and, with respect to Customer or a BA, solely those of Customer's or that BA's independent contractors or service providers that are Authorized Users.

"**Recovery Time Objective**" or "**RTO**" means the time in which the SaaS Service must function and be available for full service following an interruption. The RTO represents the maximum amount of time before the business/service/department is negatively impacted by the interruption.

"**Recovery Point Objective**" or "**RPO**" is the amount of time, in hours, of data loss that can be tolerated (Maximum Tolerable Data Loss).

"**Regulatory Event**" has the meaning in Section 5.4.2.2 of this Agreement.

"**Regulatory Event Termination**" has the meaning in Section 5.4.1.2 of this Agreement.

"**Regulatory Suspension**" has the meaning in Section 5.4.1.1 of this Agreement.

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"**Renewal Term**" has the meaning in Section 5.2.1.

"**SaaS Services**" has the meaning in the preamble of the Agreement.

"**Scheduled Downtime**" has the meaning in Schedule A.

"**Security Incident**" means an instance that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed; a malicious act or suspicious event that compromises the cybersecurity of the Services provided to Customer by ▮▮▮▮▮▮ and/or Customer's Information; a known compromise of ▮▮▮▮▮▮ hosted websites, networks, systems, platforms, or applications through which product or security information (e.g., updates or patches) are provided to Customer; a malicious act or suspicious event that compromises the cybersecurity of ▮▮▮▮▮▮ systems or networks connected to IT/OT Technology such that it disrupts the Services or Customer's normal operations and includes, but is not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment; or an occurrence that jeopardizes the confidentiality, integrity, or availability of Information, information systems or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

"**Security Breach/Data Breach**" means any instance in which information systems or the information the system processes, stores, or transmits Information were breached, or Information, including Personal Information or sensitive, confidential, or otherwise protected data has been destroyed, lost, altered, or accessed or disclosed in an unauthorized fashion arising from the Services or acts of omissions of ▮▮▮▮▮▮ or its employees, contractors or subcontractors, such that it disrupts Customer's normal operations and includes, but is not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

"**Service Level Agreement**" has the meaning in Schedule A.

"**Service Order**" has the meaning set forth in Section 2.5.

"**Services**" means the SaaS Services, the Support Services, and the Other Services.

"**SOW**" has the meaning set forth in Section 2.6.

"**Subcontractors**" or "**Subprocessor**" has the meaning set forth in Section 2.9.

"**Support Services**" means the maintenance and support services for the SaaS Services as further defined in Schedule A.

"**Supported Release**" means versions of Cloud Software currently supported by ▮▮▮▮▮▮, and any Improvements to the Cloud Software that may hereafter be supported by ▮▮▮▮▮▮. ▮▮▮▮▮▮ will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

"**Suspend**" or "**Suspension**" means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

"**Term**" has the meaning in Section 5.1.

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"**Territory**" means the Customer's or the relevant BAs' service territories or where Authorized Users are situated to access and use the Services.

"**Third Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not Proprietary to ▓▓▓▓▓▓.

"**TSA Exit Program**" has the meaning set forth in the AMF/TSA Program SOW.

"**TSA Exit Services**" has the meaning set forth in the AMF/TSA Program SOW.

"**Upgrade**" means upgrading the Cloud Software to the most current generally available version.

"**Usage Data**" means any data or information that has been created, generated, collected, or derived by ▓▓▓▓▓▓ or any of its Subcontractors in support of the SaaS Services through the provision of the SaaS Services or Customer's use of SaaS Services, but shall not include Customer Data, including Information or PII, or any Customer Confidential Information.

2. **Services, Service Orders, and SOWs.**

2.1. Description of Services. Throughout the Term, ▓▓▓▓▓▓ will in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order or SOW, provide to Customer and the relevant BAs, and it's or their Authorized Users the following services:

2.1.1. Maintain and deploy (subject to service downtime or degradation caused by a Force Majeure Event or Scheduled Downtime as provided for elsewhere in this Agreement), and provide Customer and the relevant BAs access (in accordance with Sections 2.2 and 2.3 of this Agreement) to, the software-as-a service online web-based offering(s) described in a Service Order and subject to the terms of this Agreement, each as updated with Error Corrections, Improvements, changes or modifications to the content, functionality and/or user interface from time to time at ▓▓▓▓▓▓'s discretion (collectively, the "**SaaS Services**"); provided, that no such Improvement or modification made by or for ▓▓▓▓▓▓ will materially adversely affect the functionality of the SaaS Services as originally contracted for by Customer pursuant to this Agreement;

2.1.2. throughout the Term of the Initial Service Orders or any subsequent Service Orders, ▓▓▓▓▓▓ shall make changes or modifications, or Improvements and other enhancements or upgrades to the Cloud Software and SaaS Services reflecting technological advances within the utility industry and smart metering infrastructure. Some changes or modifications, Improvements, and other enhancements or upgrades may require additional fees based on what is offered to ▓▓▓▓▓▓'s customers to the extent technically feasible based on Customer's or BA's implemented Service solution under the applicable Service Order;

2.1.3. service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A;

2.1.4. such other services as may be specified in the applicable Service Order; and

2.1.5. ▓▓▓▓▓▓ will also size the relevant SaaS Services and its related systems and resources for Customer's and the BAs' specific deployment(s).  Such sizing depends upon the SaaS Service in question and types of Endpoints and other devices and sensors to which that

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service will be deployed. Sizing criteria may include but not be limited to number of system endpoints, number of network devices, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Any sizing changes during the relevant Service Order Term will require a Change Order and may result in a change in Fees.

2.2. <u>SaaS Services Access License Grant</u>. Subject to and conditioned on Customer's, the BA's and the Authorized Users' compliance with the terms and conditions of this Agreement, during the Term, ▮▮▮▮▮▮ hereby grants to Customer, the BAs and the Authorized Users a non-exclusive, worldwide, royalty-free (except for the Fees contemplated in the relevant Service Order), terminable (solely as contemplate in Section 5.3) right and license to access and use the Cloud Software, SaaS Services, Documentation, and ▮▮▮▮▮▮ Materials, including in operation with other software, hardware, systems, networks and services for the Permitted Uses. ▮▮▮▮▮▮ will also provide the following additional services to Customer and the relevant BA or BAs throughout the relevant Service Order Term (as defined in the Service Orders) at no additional cost to Customer (each of which will also constitute a "Service" under this Agreement): infrastructure and infrastructure monitoring, technical support, backup and recovery, access training, and Cloud Software Upgrades for Customer's and the BAs' productive use of the Services.

2.2.1. ▮▮▮▮▮▮ will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime (as defined in Schedule A), service downtime or degradation caused by a Force Majeure Event, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.3. <u>Service and Systems Control</u>. Except as otherwise expressly provided in this Agreement, as between the parties:

2.3.1. ▮▮▮▮▮▮ has and will retain sole control over the operation, provision, maintenance, and management of the ▮▮▮▮▮▮ Materials; and

2.3.2. Customer and/or the BAs have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the ▮▮▮▮▮▮ Materials by any Person by or through the Customer Systems or any other means controlled by Customer, any BAs or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or ▮▮▮▮▮▮; (ii) results obtained from any use of the Services or ▮▮▮▮▮▮ Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that ▮▮▮▮▮▮ shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify ▮▮▮▮▮▮ of any issues associated with that access that, in Customer's good faith judgment, could constitute a breach of this Agreement by Customer or could prevent such access.

2.4. <u>Documentation</u>. ▮▮▮▮▮▮ represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud

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Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.

2.5.    Service Orders. Service orders submitted by Customer for itself or a BA or directly by a BA for specific Services to be provided by ▮▮▮▮▮▮ under this Agreement (each a **"Service Order"**) will be effective only when signed by Customer and ▮▮▮▮▮▮, or a BA and ▮▮▮▮▮▮. Schedule B attached to this Agreement as of the Effective Date contains Service Order Nos. 1, 2, and 3 (the "**Initial Service Orders**"), representing the only Service Orders in effect as of the Effective Date. BA, The Narragansett Electric Company d/b/a Rhode Island Energy will execute, simultaneously with the execution of this Agreement by Customer, the Initial Service Orders substantially in the form of Schedule B. Any additional Service Orders that are to be implemented by the parties must be agreed to by the parties in writing and shall automatically be deemed to be a part of Schedule B. Any modifications or changes to the Services under any executed Service Order/SOW will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to fees, ▮▮▮▮▮▮ will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of ▮▮▮▮▮▮'s receipt of a Change Order, and Customer will have the option to withdraw that Change Order if it determines that such adjustment to the fees is not acceptable to Customer. Upon the written approval by Customer of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the fees, or delivery schedule. For the sake of clarity, the Service Orders shall only contain the following: Scope of Service, the Service(s) Description, Service Term, Service Fee, Additional Services terms, any party responsibilities, and Disaster Recovery. The Agreement, the Schedules, and Service Orders shall, insofar as possible, be interpreted consistently. In the event of a conflict, the order of precedence shall be as follows: (1) the main body of this Agreement; (2) the Schedules attached to the Agreement; and (3) any Service Order(s). No Service Order will be construed to amend the main body or any earlier Schedule to the Agreement unless the Service Order specifically states the parties' intent to "amend" the Agreement, under a clause or section entitled "Amendment", and references the section or sections amended. Such an amendment executed through a Service Order will operate only with respect to the subject matter of such Service Order.

2.6.    Other Services Comprising of Professional Services. During the Term of this Agreement, ▮▮▮▮▮▮ may also perform certain Other Services comprising of implementation, consulting, professional, training, and/or support services as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable: a description of scope of the Other Services; the Fees (including any Reimbursable Expenses) to be paid for such Other Services; and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement required in connection with such Other Services.

2.7.    BA Ordering. ▮▮▮▮▮▮ shall provide the Services to Customer and to such applicable BA as Customer or the applicable BA may require from time-to-time pursuant to an executed Service Order, or Other Services pursuant to an executed SOW, and a BA may request Services or Other Services directly from ▮▮▮▮▮▮. Each Service Order or SOW signed by an individual BA shall be deemed to constitute a separate and independent agreement between ▮▮▮▮▮▮ and the applicable BA that executed such Service Order or SOW, in each case that incorporates the

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terms and conditions of this Agreement. The BA that executes the Service Order or SOW shall be deemed to be "Customer" hereunder for purposes of such Service Order or SOW and this Agreement. No default or breach by a BA with respect to an agreed upon Service Order or SOW shall constitute a default or breach by Customer or any other BA under the Agreement or any other Service Order or SOW and none of Customer or any BA shall be liable under any Service Order or SOW for which it is not an express signatory. Only such BA shall be liable for Customer's obligations under such Service Order or SOW and this Agreement, and ▮▮▮▮▮▮ shall look solely to such BA (and not to Customer or any other BA) for satisfaction of any liability arising thereunder or relating thereto. If there is any BA that constitutes Customer under this Agreement or any Service Order or SOW, all liabilities of such BA shall be several and not joint.

2.8.    <u>No Software Delivery Obligation</u>. ▮▮▮▮▮▮ has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.

2.9.    <u>Use of Subcontractors</u>. ▮▮▮▮▮▮ may from time to time in ▮▮▮▮▮▮'s discretion engage third parties to perform Services (each, a "**Subcontractor**" or "**Subprocessor**"). No such use of a Subcontractor shall, however, relieve ▮▮▮▮▮▮ from any of its obligations under this Agreement, and ▮▮▮▮▮▮ will ensure the compliance by its Subcontractor(s) with the provisions of this Agreement and the applicable Service Order/SOW and ▮▮▮▮▮▮ shall be liable for any Subcontractor that violates any provision of this Agreement or the applicable Service Order/SOW.

2.10.    <u>Designation of Responsible Contacts</u>. Customer will provide ▮▮▮▮▮▮ with current appropriate contact information such that ▮▮▮▮▮▮ may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis. ▮▮▮▮▮▮ shall provide Customer with its current appropriate contact information for purposes of Customer providing ▮▮▮▮▮▮ with any notifications or communications under this Agreement.

2.11.    <u>Non-Exclusivity</u>**.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, nothing in this Agreement shall be construed as granting ▮▮▮▮▮▮ the exclusive right to provide any particular services to Customer or its Affiliates or obligating Customer or any of its Affiliates to utilize ▮▮▮▮▮▮ or its services in respect of, or for the purpose of, acquiring its requirements for such services.

2.12.    <u>Cooperation with Other Vendors</u>. With respect to the Services, ▮▮▮▮▮▮ agrees with Customer to reasonably cooperate with Customer, the BAs and its or their Other Vendors in their respective efforts to design, develop, produce, install and deploy the respective components of the Project for which such parties are responsible, including, but not limited to, having ▮▮▮▮▮▮'s representative who is managing its services under this Agreement to occasionally meet with Customer, the BAs and Other Vendors to coordinate their respective efforts where such efforts may overlap or potentially conflict. In the event ▮▮▮▮▮▮ identifies any issue(s) or concern(s) associated with any of its services, or the scheduling or completion of the same, that have resulted or may result from the services, products, scheduling, work or activities of any Other Vendor, ▮▮▮▮▮▮ agrees to promptly inform Customer of such issue(s) or concern(s) in reasonable detail, and further agrees to permit Customer a reasonable opportunity to attempt to resolve such issue(s) or concern(s) through discussions by it with ▮▮▮▮▮▮ and that Other Vendor(s) (including three-way discussions as deemed appropriate by Customer), before

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███████ seeks any redress of such issue(s) or concern(s) directly with that Other Vendor. If requested by Customer, ███████ agrees to make one of its senior executives having responsibility over ███████'s Agreement with Customer available to participate in those discussions.

3. **Customer Obligations**

3.1. Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will, and will cause the BAs to: (a) set up, and use its commercially reasonable efforts to maintain and operate in good repair (subject to ordinary wear and tear) and in accordance with the Documentation, all Customer Systems on or through which the SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the ███████ Systems); and (b) provide all cooperation and assistance as ███████ may reasonably request to enable ███████ to exercise its rights and perform its obligations under and in connection with this Agreement (subject to Customer's rights under this Agreement). To the extent it becomes necessary for ███████ to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement (Schedule A), Customer will provide ███████ with such access.

3.2. Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of that other party's obligations under this Agreement.

3.3. Privacy. Customer and the BAs are responsible for any consents and notices required to permit (a) Customer's or a BA's use and receipt of the Services and (b) ███████'s accessing, storing and processing of data provided by Customer or a BA (including Customer Data, if appliable) under the Agreement. Customer and the BAs shall comply with all Applicable Laws in connection with its use of the SaaS Services, including Export Control Laws and those federal, state, and local laws related to data privacy and the transmission of personal data. Customer acknowledges that ███████ exercise no control over the content of the information transmitted by Customer or a BA through the SaaS Services.

3.4. Suspension. If ███████ becomes aware, based on reliable and substantiated evidence, that Customer's or a BA's use of the SaaS Services violates the Permitted Uses, ███████ will notify Customer and request that Customer correct the violation. If Customer or that BA fails to correct the violation within two (2) business days of ███████'s request (or, if such correction cannot reasonably be made within two (2) business days of that request, then within a mutually agreed upon reasonable period following that request), then ███████ may Suspend Customer's and that BA's use of the Services that were the subject of that violation by use of a ███████ Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, ███████ may immediately Suspend, after providing ███████ notice to Customer of one of the following grounds for suspension and Customer fails to reasonably resolve such ground(s) within said ███████ all or part of Customer's or the BA's use of the Services by use of a ███████ Disabling Device after providing if (a) ███████ confirms that Customer's or a BA's use of the SaaS Services materially adversely impacts ███████'s other customers' use of the SaaS Service, or the ███████ network or servers used to provide the SaaS Service that is due to an unusual and material spike or increase in use of the SaaS services by Customer or a BA that is significantly above normal usage for Customer or a BA and ███████ reasonably believes in good faith that such spike or increase in Customer's or a BA's use of the SaaS Services is fraudulent or

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materially and negatively impacting the operating capability of the SaaS Services for ███████'s other customers; (b) there is confirmed unauthorized third-party access to the SaaS Service through Customer Systems that ███████ reasonably believes in good faith is fraudulent.  In the event of any issue giving rise to the right of suspension contemplated herein, ███████ will use reasonable best efforts to notify Customer and any BA as follows (unless Customer provides ███████ with notice pursuant to Section 16.4 of different or additional notification contacts):

> Project Contact: via Dave VanArsdale by email at davanarsdale@pplweb.com and by phone at 484-634-3135; and

> Supply Chain Contact: via Carrie Mattingly by email at cmmattingly@pplweb.com and by phone at 502.627.2433; and

> Office of General Counsel: via Contracts Attorney at OGCContractsAttorney@pplweb.com.

Notwithstanding the foregoing, ███████ shall give Customer at least two (2) business days' advance notice and the ability to cure before suspending. ███████ will immediately lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, ███████ will, unless prohibited by Applicable Laws, as determined by legal counsel for ███████, notify Customer of the basis for the Suspension as soon as is reasonably possible. In addition, ███████ will use reasonable efforts to work with Customer and any BA to immediately remedy any situation that could lead to a right to suspend described in this Section 3.4 if such situation can be remedied and limit any suspension as much as possible. Furthermore, ███████ shall work with Customer in good faith to ensure that the SaaS Services shall only be suspended to the extent there are no other options reasonably available to ███████.

## 4. Authorization Limitations and Restrictions.

4.1. Authorization. Subject to and conditioned on Customer's payment of the undisputed Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, ███████ hereby authorizes Customer and the BAs, and their respective Authorized Users to access and use the Services for the benefit within the Territory during the Term, the Services and such ███████ Materials as ███████ may supply or make available to Customer or the BAs for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. ███████ agrees to provide or make reasonably available to Customer, and the BAs designated by it, throughout the Term all ███████ Materials that are relevant to the Services (or any of them) being provided to Customer and/or such BAs and that are generally made available by ███████ to other customers purchasing similar services, but in all cases all ███████ Materials that are contemplated elsewhere in this Agreement (including any Service Order) or the Documentation as to be provided to Customer and/or such BAs.  In addition, Customer and the BAs are authorized to:

(a) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;

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(b)     prepare, reproduce, print, and download a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;

(c)     access and use (i) the SaaS Services for production uses and (ii) any applications provided by ▮▮▮▮▮▮ as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and

(d)     perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any ▮▮▮▮▮▮ Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2.    <u>Use Restrictions</u>. Customer will not and will not knowingly permit any BA or other Authorized User to, access or use the SaaS Services or ▮▮▮▮▮▮ Materials except as expressly permitted by this Agreement and/or any Service Order/SOW and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, and will not knowingly permit any BA to, except as this Agreement or any Service Order expressly permits:

(a)     rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the SaaS Services or ▮▮▮▮▮▮ Materials available to any third party that is not a BA or an Authorized User;

(b)     copy, modify or create derivative works or improvements of the SaaS Services or ▮▮▮▮▮▮ Materials;

(c)     reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or ▮▮▮▮▮▮ Materials, in whole or in part;

(d)     bypass or breach any security device or protection used by the SaaS Services or ▮▮▮▮▮▮ Materials or access or use the SaaS Services or ▮▮▮▮▮▮ Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

(e)     use or authorize the use of the SaaS Services or Documentation in any manner or for any purpose that is unlawful under Applicable Laws;

(f)     remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any SaaS Services or ▮▮▮▮▮▮ Materials, including any copy thereof;

(g)     access or use the SaaS Services or ▮▮▮▮▮▮ Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws;

(h)     Customer will not access or use the SaaS Services or ▮▮▮▮▮▮ Materials for purposes of developing or modifying software as a service that competes with SaaS Services or ▮▮▮▮▮▮ Materials;

(i)     engage in cryptocurrency mining without ▮▮▮▮▮▮'s prior written approvals;

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(j)     transmit, store or process health information subject to the United States HIPAA regulations;

(k)     access or use the Services for High-Risk Activities; or

(l)     otherwise access or use the SaaS Services or ▮▮▮▮▮▮ Materials other than for the Permitted Uses.

4.3.    Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay ▮▮▮▮▮▮ the Fees attributable to the excess use in accordance with the applicable Service Order.

## 5.     Term and Termination

5.1.    Term.  This Agreement commences on the Effective Date and continues until the earlier of (a) all Service Orders/SOW have expired or have been terminated in accordance with this Section 5 or the terms of that Service Order/SOW, or (b) this Agreement has been terminated as provided below in this Section 5 or in Section 16.1 (Force Majeure Events) (the **"Term"**).

5.2.    Term of Service Orders/SOWs. The term of each Service Order/SOW will be as specified in the applicable Service Order/SOW.

5.2.1.    After the initial term of any Service Order/SOW (the relevant **"Initial Term"**), the terms of that Service Order/SOW may be renewed for successive three (3) year terms by written agreement of the Parties (including as to the relevant fees to be paid during such renewal period (each a **"Renewal Term"**) unless Customer gives ▮▮▮▮▮▮ written notice of non-renewal at least one (1) year before the end of, as applicable, the Initial Term or, in the event of renewal, the applicable Renewal Term ("**Non-Renewal Notice**"). In the event Customer provides ▮▮▮▮▮▮ with Non-Renewal Notice, each or all Service Order/SOW and the Agreement will terminate and end as of the expiration of, as applicable, the Initial Term or the applicable Renewal Term and Customer shall have no further obligation to pay any Fees for the Services.

5.2.2.    After seventeen (17) years from the Effective Date, ▮▮▮▮▮▮ must give Customer any written notice of a Service end date ("**Service Stop Date**") at least thirty-six (36) months in advance of the effective date of the Service Stop Date; notwithstanding Customer's receipt from ▮▮▮▮▮▮ of the Service Stop Date, the parties shall continue to perform under the Agreement and the applicable Service Order/SOW for the entire Initial Term and the annual renewals of the applicable Initial Term of the Service Order/SOW agreed to prior to the effective date of the Service Stop Date and such renewals shall continue for the entire Renewal Term up until the effective date of the Service Stop Date, at which time all Renewal Terms shall automatically end and Customer will only be obligated to pay the Fee for the for Services rendered up until the Service Stop Date.

5.3.    Termination. In addition to any other termination rights provided for elsewhere in this Agreement or in the relevant Service Order:

(a)     Termination for Default. Either party (in the case of Customer, for itself and/or any one or more of the BAs) may terminate this Agreement and/or any individual Service Order(s)/SOW(s) from time-to-time in that party's sole discretion, effective on written notice to the other party, if the other party materially breaches this Agreement, and such

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breach: (i) is incapable of cure; (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or(iii) a Persistent Failure occurs as described in Schedule A (Service Level Agreement).

(b) <u>Termination for Bankruptcy</u>. Either party (in the case of Customer, for itself and/or any one or more of the BAs) may terminate this Agreement and/or any individual Service Order(s)/SOW(s) from time-to-time in that party's sole discretion, effective immediately upon written notice to the other party, if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.

5.4.  <u>Regulatory Event Suspension or Termination</u>.

5.4.1. Customer (for itself and/or on behalf of any one or more of the BAs) may, in either case:

5.4.1.1.  suspend (a "**Regulatory Suspension**") (up until such suspension is lifted because the relevant Regulatory Event has ended and Customer believes in good faith, determined within its sole discretion, that it may proceed with the relevant activity or activities that were adversely impacted by that Regulatory Event) all or the portion of the Services (and Customer's or a BA's related Fee payment obligation(s)) under this Agreement and/or any Service Order(s) or SOW(s), including the AMF Program and TSA Exit Program Statement of Work executed by the parties simultaneously with the execution of this Agreement (the "**AMF/TSA Program SOW**"), adversely impacted by such Regulatory Event, or

5.4.1.2.  terminate, in whole or in part, this Agreement and/or any Service Order(s) or SOW(s), including the AMF/TSA Program SOW, adversely impacted by the Regulatory Event ("**Regulatory Event Termination**") as the Regulatory Event may relate to the Agreement and/or any applicable Service Order(s) or SOW(s), including the AMF/TSA Program SOW.

Such Regulatory Suspension or Regulatory Event Termination shall be without obligation, liability or penalty owing to ▮▮▮▮▮▮ unless otherwise provided below.

5.4.2. Such Regulatory Suspension or Regulatory Event Termination shall be promptly provided (but in no case more than 60 days) upon written notice to ▮▮▮▮▮▮ in the event either:

5.4.2.1.  Customer or a BA does not receive or is not timely granted or awarded (but in no case later than December 31, 2024) Federal, state or local regulatory consent, waiver or approval from any federal, state, or local governmental entities, authorities, commissions, agencies, or instrumentalities, including but not limited to the Rhode Island Public Utilities Commission and Division of Public Utilities and Carriers ("**Governmental Authority**") that may be required under Applicable Laws for Customer's or BA's:

(a) execution, delivery or performance of this Agreement, Service Order(s), or SOW(s), including the AMF/TSA Program SOW, or any agreement with any Other Vendor, or

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(b) development, implementation or use of any portions of the Services contemplated herein, the Project or any ▮▮▮▮▮▮▮ equipment, services or systems relating to the Services contemplated herein or the Project, or

(c) inclusion in any rate base and/or recovery of any costs incurred or to be incurred by them in connection with this Agreement or the Services contemplated herein or the Project, including, without limitation, any such regulatory consent, waiver or approval required from the Rhode Island Public Utilities Commission, or

5.4.2.2. any regulatory consent, waiver, grant, or approval is revoked or suspended, at any time or is not granted or received by Customer or a BA by December 31, 2024, by or from any Governmental Authority (each a **"Regulatory Event"**).

Customer agrees to take reasonable actions to facilitate gaining and maintaining the regulatory approval.

5.5. <u>Effect of Termination or Expiration</u>. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement (including for purposes of Transition Services), all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate. No expiration or termination of this Agreement and/or any Service Order/SOW will relieve either party from responsibility for its breach of this Agreement or any Service Order/SOW occurring prior to that expiration or termination.

5.5.1. <u>Termination for Default by</u> ▮▮▮▮▮▮. To the extent there is a termination by Customer of the Agreement or any Service Order/SOW for a default or breach of the Agreement or any Service Order/SOW by ▮▮▮▮▮▮, ▮▮▮▮▮▮ shall repay to Customer or a BA (as applicable), on a pro rata basis, all Fees, expenses, and other amounts paid in advance for any Services that ▮▮▮▮▮▮ has not performed as of the effective date of such expiration or termination, as applicable.

5.5.2. <u>Regulatory Event Termination</u>. If the Agreement and/or any Service Order(s) or SOW(s), including the AMF/TSA Program SOW, is earlier terminated in part with respect to the AMF Program and AMF Services (in each case, as defined in the AMF/TSA Program SOW) by Customer due to a Regulatory Event Termination:

5.5.2.1. ▮▮▮▮▮▮ shall, following receipt of written notice, immediately cease all adversely impacted Services under the applicable Service Order(s), SOW(s), including AMF/TSA Program SOW. Any and all Fees owed to ▮▮▮▮▮▮ under an applicable Service Order(s) or SOW(s), including the AMF/TSA Program SOW for Services performed in compliance with the Agreement (including monthly Fees for the SaaS Services), shall be due to ▮▮▮▮▮▮ in accordance with the payments terms set forth herein but only up until the effective date of the termination for a Regulatory Event Termination which may be pro rata. All Fees otherwise thereafter due to ▮▮▮▮▮▮, including monthly Fees owed to ▮▮▮▮▮▮ for the SaaS Services, shall end. However, ▮▮▮▮▮▮ shall continue to perform the TSA Exit Services but at the adjusted Fees as provided for in Section 6.2.1. For further clarification purposes TSA Exit Services are not dependent on regulatory approval; and

5.5.2.2. The parties will amend this Agreement and/or the applicable Service Order(s) and SOW(s), including the AMF/TSA Program SOW so that SaaS Services and

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applicable Fees that concern the AMF Program and AMF Services, shall end but SaaS Services and Fees for the TSA Exit Program and TSA Exit Services shall continue, as modified under Section 6.2.1.

5.5.3.   <u>Termination for Default by Customer</u>. In the event of a termination of the Agreement or any Service Order/SOW by ▮▮▮▮▮▮▮ due to a Customer default or breach of this Agreement, Customer will pay ▮▮▮▮▮▮▮ for Services correctly performed up until the effective date of the Termination of the Agreement or any Service Order/SOW.

5.6.   <u>Technology Escrow</u>.  Within ninety (90) days of receipt of a written request by Customer ▮▮▮▮▮▮▮ shall deliver and maintain a copy of the source code and object code (together with any updates, upgrades, corrections, fixes, modifications, improvements and new releases) for or of the software, proprietary to ▮▮▮▮▮▮▮, included in or constituting a part of the SaaS Services, (or any of them) (the **"Software"**) and all related Documentation, and all build instructions for such Software to produce fully functioning executables from the source code, including compiler versions and command line options as necessary (collectively, the **"Escrow Materials"**), to and with a nationally-recognized, independent third-party escrow agent that is in the business of holding intellectual property in escrow for private parties, throughout the remainder of the Term substantially in the form of the Escrow Agreement attached hereto as Schedule E. Customer will be solely responsible for the payment of the fees, expenses and other charges of that escrow agent for those escrow services.  That deposit by ▮▮▮▮▮▮▮ shall vest in the escrow agent an irrevocable (during the Term of this Agreement) right and license to hold and release the Escrow Materials to Customer and the BAs upon their written request delivered to the escrow agent, accompanied by evidence satisfactory to the escrow agent that an Insolvency Event (as defined below) has occurred.  On an annual basis, ▮▮▮▮▮▮▮ shall update the Escrow Materials deposited with the escrow agent (under the relevant escrow agreement) to include true and complete copies of (a) the Software, including all new updates etc. as contemplated above, and (b) all modified, new, or additional Documentation.  Upon the occurrence of an Insolvency Event or a termination or repudiation of this Agreement, in whole or in part, by ▮▮▮▮▮▮▮ in breach or default hereunder, Customer and the BAs shall be entitled to receive a copy from the escrow agent of the Escrow Materials, and shall have the right to use the Escrowed Materials only as necessary to exercise its rights under the licenses granted under this Agreement and to use an enjoy the SaaS Services for the Permitted Uses. ▮▮▮▮▮▮▮ agrees to cause the escrow agent to provide such copies to Customer and the BAs.  Customer and the BAs shall be obligated to maintain the confidentiality of the released Escrowed Materials in accordance with this Agreement, except that Customer and the BAs may engage third parties to assist it in maintaining and supporting the Escrowed Materials so long as such third parties agree in writing to be bound by substantially the same confidentiality provisions under this Agreement with respect to the Escrowed Materials. For purposes of this Section, each of the following shall constitute a "Insolvency Event" with regard to ▮▮▮▮▮▮▮ for purposes of this Agreement should they occur at any time during the Term: (i) ▮▮▮▮▮▮▮ is the subject of an involuntary bankruptcy proceeding; (ii) ▮▮▮▮▮▮▮ has made a general assignment for the benefit of its creditors; (iii) ▮▮▮▮▮▮▮ ceases to conduct business in the ordinary course without a successor; or (iv) ▮▮▮▮▮▮▮ materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of notice with reasonable specificity of the material breach thereof is delivered by Customer to ▮▮▮▮▮▮▮.  In addition to the escrow provided for above, all rights and licenses to Customer and/or the BAs granted under or pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code and any similar law or regulation in any other country (collectively, the **"Bankruptcy Code"**), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code.  The Parties agree that all intellectual property rights licensed hereunder are part of the

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"intellectual property" as defined under Section 101(35A) of the Bankruptcy Code subject to the protections afforded Customer under Section 365(n) of the Bankruptcy Code.  To the extent the software includes third party software (that is, software owned by a Person other than ████████ or its Affiliate), the corresponding deposit materials shall not include the source code for those products.

5.7. <u>Transition Services</u>. ████████ shall cooperate in good faith with Customer and/or the BA to provide Customer and/or the BA with reasonable assistance to permit an orderly (i) wind down of the Services and (ii) transition of Customer's and/or the BA's SaaS needs (for services similar to the Services) prior to the expiration of this Agreement or, in the event of the early termination of this Agreement with respect to a Regulatory Event Termination in accordance with its terms, for a reasonable period following that termination (not to exceed six (6) months) (**"Termination Assistance Services"**).  In addition, for the period following the date of expiration or termination of this Agreement that is reasonably requested by Customer in writing and mutually agreed to in a Statement of Work (it being understood and agreed that the agreement of ████████ shall not be unreasonably withheld, conditioned or delayed), the Termination Assistance Services will be continued by ████████ for the purposes of continuing to effect an orderly transition of Customer's and/or the BA's software-as-a-service (SaaS) needs for services similar to the Services internally or to an alternate SaaS provider, not to be more than six (6) months following the expiration or termination of this Agreement (the **"Termination Assistance Period"**). During the Termination Assistance Period, ████████ shall provide the SaaS Services in accordance with this Agreement (and the relevant Service Order) on a month-to-month basis but not subject to the Service Credits.  The hourly rate charged by ████████ for Termination Assistance Services will be based on ████████'s then current hourly rate card**.**

Termination Assistance Services shall be documented in a mutually agreed upon SOW defining roles and responsibilities of the parties and fees for such Other Services during which time any Service Credits shall not apply.

████████ shall provide reasonable access (e.g., by meetings, telephone and email), during the Termination Assistance Period, to ████████ personnel and contractors performing SaaS Services for Customer. Customer shall cause its internal resources and alternate SaaS provider to cooperate with ████████ during such Termination Assistance Period. At Customer's request, ████████ shall transfer all Confidential Information of Customer and its Affiliates and all content in its possession to Customer and its Affiliates, except to the extent such Confidential Information and/or content is required for the purposes of providing the Termination Assistance Services to Customer or a BA under this Agreement. Upon transfer of the Confidential Information and content, or upon written confirmation that Customer does not wish to have ████████ retain the Confidential Information or content, ████████ shall, within thirty (30) days after the end of the Termination Assistance Period, provide written certification to Customer that ████████ has irretrievably destroyed all Confidential Information of Customer and its Affiliates and content retained on the ████████ hosting environment, ████████ hardware and other assets and all hard copies of such Confidential Information of Customer and its Affiliates and content.

5.8. <u>Survival</u>. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof (or of any Service Order/SOW) by either party hereunder or the expiration or termination of this Agreement, will so survive the completion of the performance, expiration or termination of this Agreement, including without limitation, Intellectual Property Rights, Confidentiality, Cybersecurity Requirements, Personal Information Privacy, Indemnification, Warranties; Disclaimer and Limitations of Liability.

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## 6. Fees and Expenses

6.1. Invoices. Invoices will be issued (with sufficient detail and documentation to allow verification of the charges) monthly in arrears for (i) the monthly SaaS Services Fees set forth in a Service Order or SOW, (ii) for time and materials in a SOW, and (iii) Reimbursable Expenses agreed to by the parties in the applicable Service Order or SOW based on Reimbursable Expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW unless due to a Regulatory Event Termination in which case ███████████ shall be reimbursed for work performed in accordance with the applicable Service Order or SOW up to the termination effective date which may be pro rata with reasonable sufficient documentation provided to Customer. If Customer validly disputes any invoiced amount, it will pay the undisputed amounts and provide written notice of the basis of that dispute to ██████ within thirty (30) days following delivery of that invoice. The Parties shall seek to resolve all such disputes expeditiously and in good faith for a period of thirty (30) days following the delivery of that invoice; provided, that either Party shall be entitled after that period to resort to any means available under Applicable Laws to resolve that dispute if it is not amicably resolved by the Parties during that period. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, each Party shall continue performing its obligations under this Agreement during any such dispute, including, without limitation, payment by Customer of all undisputed amounts due and payable under this Agreement.

6.2. Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "Fees"). All documented and undisputed Fees are due within ███████ days from the date of delivery of the invoice to Customer. In the event Customer disputes in good faith any amount(s) included in an invoice submitted by ██████; such amount(s) due (once finally determined by agreement of the parties or the dispute resolution process set forth below) will be paid by Customer to ██████ within fifteen (15) days following that final determination. No invoice will be submitted by ██████ to Customer prior to the completion and acceptance of the relevant services, unless otherwise expressly provided in the Service Order or SOW. ██████ may charge interest on the past due amount at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

6.2.1. Fees in the Event of a Regulatory Event Termination. If Agreement and/or any Service Order(s) or SOW(s), including the AMF/TSA Program SOW, is earlier terminated in part with respect to the AMF Program and AMF Services (in each case, as defined in the AMF/TSA Program SOW) by Customer due to a Regulatory Event Termination, ██████ shall (after immediately ceasing all AMF Program and AMF Services as provided for in Section 5.5.2) and submit to Customer an invoice for Fees for AMF Services performed in compliance with the Agreement (including monthly Fees for the SaaS Services) up until the effective date of the Regulatory Event Termination and all other Fees for Services related to the AMF Program or AMF Services shall end. The parties shall then enter into an amendment to the applicable Service Order(s) and SOW(s), including the AMF/FSA Program SOW to adjust the Fees for TSA Exit Services that will continue without the SaaS Services, Services and Other Services and applicable Fees that concern the AMF Program and AMF Services.

6.3. Fee Increases.

Following the Initial Service Fee duration, Landis+Gyr is entitled to increase its Service Fees annually upon ninety (90) days' prior written notice, EXCEPT for Initial Service Orders 1, 2, and 3 attached in Schedule B of this Agreement for which the Initial Service Fee thereunder can only

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be increased as follows: any increase to the Initial Service Fee for Service Order 1 (█████
████) and Service Order 3 (████) may be made██████████████████████ of each
of Service Order 1 and Service Order 3; and any increase to the Initial Service Fee for Service
Order 2 (MDMS) may be made████████████████████ of Service Order 2. Any
Service Fee or Initial Service Fee increase shall be based solely on the percentage of increase (if
any) in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the
U.S. Department of Labor for U.S. for All Items all less food and energy, with Base Years 1982-
1984=100 (Core CPI). Those increases (if any) will be measured applying the twelve (12) month
period ending in the month for which the most recent index results are available as of that
anniversary of the Effective Date.

6.4.　Taxes. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and
taxes are not included in the Fees. Applicable taxes payable by Customer will be separately
itemized on invoices sent to Customer. If Customer pays such taxes to████████, then
████████ agrees to remit and pay such taxes to the relevant taxing authority or authorities on a
timely basis. In lieu of the payment of such sales taxes, Customer may provide████████ with
a completed exemption certificate indicating an acceptable reason to taxing authorities that
Customer is exempt from payment of sales taxes that apply to the purchases being invoiced to the
Customer. In addition,████████ shall be responsible for all other taxes including, but not
limited to, franchise and similar taxes on capital, employment taxes associated with its
employees, property taxes, gross receipts taxes and taxes based on its income.

**7.　Intellectual Property Rights**

7.1.　Services and████████ Materials. Subject to the limited rights granted hereunder, all rights,
title, and interest in and to the████████ Materials, including all Intellectual Property Rights
therein, are and will remain with████████ and, with respect to Third-Party Materials, the
applicable third-party providers own all right, title, and interest, including all Intellectual Property
Rights, in and to the Third-Party Materials.

7.2.　Ownership of Customer Data, Usage Data. As between Customer and the BAs, on the one hand,
and████████ and its Subcontractors, on the other hand, Customer and the BAs are and will
remain the sole and exclusive owners of all right, title and interest in and to all Customer Data,
and Usage Data, including all Intellectual Property Rights therein or relating thereto and any
modifications made thereto in the course of the operation of the Services, subject only to the
limited rights and permissions granted in Section 7.3. Customer and the BAs will have sole
responsibility for the accuracy, integrity and reliability of Customer Data. Customer and the BAs
acknowledge that████████ exercises no control whatsoever over any Customer Data managed
by Authorized Users while accessing the Service and that Customer and the BAs are solely
responsible for the Customer Data, subject to████████ other commitments with respect to
the Customer Data set forth elsewhere in this Agreement, including Section 8 below.

7.3.　Consent to Use Customer Data. During the Term of this Agreement, Customer hereby grants to
████████, its Subcontractors and the████████ Personnel a limited, revocable, non-
exclusive, United States royalty-free right to Process Customer Data but solely to the extent
reasonably required (a) for████████ enforcement of this Agreement, and (b) to provide the
SaaS Services to Customer and the BAs, and prevent or resolve service or technical problems
with the SaaS Services and. For purposes of clarification, the preceding sentence only covers
████████ Personnel and Subcontractors that are reasonably necessary to support████████
delivery of the SaaS Services. All Customer Data will be handled and processed by████████,
its Subcontractors and████████ Personnel in accordance with the terms of this Agreement. In
no event shall████████ share any Customer Data with any other Person(s) other than

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████████ Personnel, Subcontractors who have a need to know the same for the purpose of providing any SaaS Services to Customer, and who are subject to confidentiality and non-disclosure commitments to ████████ at least as stringent as those made by ████████ to Customer in this Agreement.

7.4. <u>Consent to Use Usage Data</u>. During the Term of this Agreement, Customer hereby grants to ████████, its Subcontractors and the ████████ Personnel a limited, revocable, non-exclusive, United States royalty-free right to collect and use Usage Data but solely to the extent reasonably required to provide or improve the SaaS Services provided to Customer and the BAs and prevent or resolve service or technical problem with the SaaS Services).  In no event shall ████████ share any Customer Data or Usage Data with any other Person(s) other than its employees, contractors and Subcontractors who have a need to know the same for the purpose of providing any Services to Customer, and who are subject to confidentiality and non-disclosure commitments to ████████ at least as stringent as those made by ████████ to Customer in this Agreement. ████████ may not share any Usage Data that includes Customer Data or Customer Confidential Information with a third party except in accordance with Section 8.1 (Confidentiality).

8. **Confidentiality**

8.1. <u>Confidential Information</u>. From time to time during the Term of this Agreement, either Party, including, with respect to Customer, any BAs, (as the "**Disclosing Party**") may disclose or make available to the other Party, including, with respect to Customer, any BAs (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information (including from Other Vendors), source code and other sensitive or proprietary information in oral, written, electronic or other intangible form, whether or not marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure including, where ████████ is the Receiving Party, (a) Customer Data, Usage Data and PII associated with any utility customer(s) of Customer or a BA that may be disclosed to ████████ or its personnel or Subcontractor(s) (collectively, "**Confidential Information**"). Confidential Information, however, will not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt from the Disclosing Party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or Applicable Laws, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party will use the Confidential Information of a Disclosing Party solely for the performance of this Agreement or the exercise of its rights under this Agreement (including, where Customer or a BA is the Receiving Party, for the use and enjoyment of the Services as contemplated in this Agreement), and will not disclose or permit access to such Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: need to know such Confidential Information for the performance of this Agreement or the exercise of its rights hereunder; and are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. The obligations in this Section 8 will survive the expiration or termination of this Agreement and will continue for a period of five (5) years thereafter. "Confidential Information" includes any Confidential Information disclosed prior to the

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effective date of this Agreement. Any Subcontractor retained pursuant to Section 2.9 will, and ████████ agrees to cause that Subcontractor to, adhere to this Section 8 as it regards Confidential Information that comes into its possession. The Receiving Party agrees it will: (i) use the Confidential Information solely in connection with the Project or pursuant to this Agreement, (ii) use reasonable precautions and exercise reasonable best efforts to maintain the confidentiality of the Confidential Information, and (iii) not disclose the Confidential Information except with the Disclosing Party's prior written consent or as otherwise permitted in this Agreement.

8.2. <u>Protection of Confidential Information</u>. The Receiving Party will safeguard the Confidential Information of a Disclosing Party from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party will promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than to its Affiliates, legal counsel and accountants, and their respective personnel, without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants, or such personnel, will remain responsible for such other Person's compliance with this Section 8.2.

8.3. <u>No Rights in Confidential Information</u>. Customer and ████████ hereby acknowledge and agree that all Confidential Information of the other party or, to the extent applicable with respect to Other Services, of an Other Vendor (as applicable), will remain the sole and exclusive property of such other party and that the Receiving Party will have no proprietary rights, title or interests therein except as otherwise expressly provided in this Agreement.

## 9. **Cybersecurity Requirements**

9.1. <u>Cybersecurity Requirements</u>. Throughout the Term, ████████ will employ security measures in accordance with Applicable Laws and Schedule C. The process described in Schedule C will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts ████████, Customer or any BA.

## 10. **Personal Information Privacy**

10.1. <u>Personal Information Privacy</u>. Customer acknowledges that ████████ may, where Customer or a BA acts as a data controller and ████████ as data processor in relation to any Personal Information under this Agreement, process Personal Information in accordance with Schedule C [and Schedule D]. Personal Information Processed and otherwise used in compliance with this Agreement must comply in all material respects with the applicable Customer or BA privacy policy at https://www.pplweb.com/privacy-policy/ for PPL Services Corporation, at https://www.rienergy.com/Privacy-Policy for The Narragansett Electric Company, d/b/a Rhode Island Energy, https://www.pplelectric.com/privacy-notice for PPL Electric Utilities Corporation/ at https://lge-ku.com/privacyfor LG&E and KY Services, Kentucky Utilities Company, and Louisville Gas and Electric Company.

## 11. **Disaster Recovery**

11.1. <u>Disaster Recovery</u>. Throughout the Term, ████████ will maintain and as needed, deploy reasonably prudent business resumption and disaster recovery plans, procedures, facilities, equipment, systems, and other resources in order to ensure continuity in or, as applicable, prompt

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resumption of the impacted Service(s). ██████████ reserves the right to make changes as required to ensure the effectiveness and comprehensiveness of the Disaster Recovery plan.

12. **Indemnification**

12.1. <u>Infringement Indemnification by</u> ██████████. Subject to the exceptions provided for in Section 12.4, ██████████ shall defend, indemnify and hold harmless Customer, the BAs, their Affiliates and their respective successors and assigns and its officers, directors and employees (collectively, "**Customer Indemnified Parties**" or "**Customer Indemnified Party**") from and against any and all Losses directly or indirectly (including reasonable attorneys' fees) suffered or incurred by them (or any of them) to the extent resulting from, arising out of or in connection with any and all claims, demands, actions, suits, and proceedings (whether legal or administrative) ("**Claims**") made or brought against a Customer Indemnified Party by any third party or parties alleging that the receipt or use by such Customer Indemnified Party of any Service(s) as contemplated hereunder, or any Intellectual Property Rights therein, has infringed or infringes, or has misappropriated or misappropriates, a United States patent, trademark or copyright, or any other trade or business secret or proprietary right, of any one or more third parties, and ██████████ shall also pay all damages finally awarded by a court of competent jurisdiction attributable to such Claim(s), or agreed to in a settlement of such Claim by ██████████; <u>provided</u>, that such Customer Indemnified Party follows the Indemnification Procedures set forth in Section 12.7.

12.2. <u>Mitigation by</u> ██████████. Should any Services become, or in ██████████'s opinion be likely to become, the subject of a Claim for which indemnity is required to be provided hereunder, ██████████ will in its sole discretion (and at its expense) either: (i) obtain from the relevant third party or parties for Customer the right to use the infringing Service(s) in the manner (and on terms no more restrictive that those) contemplated in this Agreement and the relevant Service Order/SOW; or (ii) replace or modify the infringing Service(s) so that it becomes non-infringing but maintains the same material utility for Customer as contemplated in this Agreement and the relevant Service Order/SOW. In the event ██████████ is not able to accomplish either of (i) or (ii) above, Customer may, in its or their sole discretion, terminate this Agreement (including all Service Orders/SOWs) in its entirety or only as it or they may relate to the Service(s) affected by the relevant infringement or misappropriation, upon ten (10) days prior written notice to ██████████. In such event, ██████████ shall refund a pro rata portion of the relevant Fees (if paid) with respect to the Agreement or Service Orders/SOWs affected by the relevant infringement or misappropriation and relieve Customer of any further payment obligations under such affected Agreement or Service Orders/SOWs. This Section 12.2 sets forth ██████████'s sole liability and obligation with respect to any claim or actual infringement that the Services infringe, misappropriates or otherwise violates any Intellectual Property Rights of any third party.

12.3. <u>Infringement Indemnification by Customer</u>. Subject to the exceptions provided for in Section 12.5, Customer shall defend, indemnify and hold harmless ██████████ and its successors and assigns and its officers, directors and employees (██ **Indemnified Parties**" or ██ **Indemnified Party**") from and against any and all Losses directly or indirectly (including reasonable attorneys' fees) suffered or incurred by them (or any of them) to the extent resulting from, arising out of or in connection with any Claims made or brought against an ██ Indemnified Party by any third party or parties alleging that ██████████'s receipt or use of any Customer Data as contemplated hereunder, or any Intellectual Property Rights therein, has infringed or infringes, or has misappropriated or misappropriates, a United States patent, trademark or copyright, or any other trade or business secret or proprietary right, of any one or more third parties, and Customer shall also pay all damages finally awarded by a court of competent jurisdiction attributable to such Claim(s), or agreed to in a settlement of such Claim by

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Customer; <u>provided</u> that such ▆▆▆ Indemnified Party follows the Indemnification Procedures set forth in Section 12.7.

12.3.1. <u>Mitigation by Customer.</u> Should any Customer Data become, or in Customer's opinion be likely to become, the subject of a Claim for which indemnity is required to be provided hereunder, Customer will in its sole discretion (and at its expense) either: (i) obtain from the relevant third party or parties for ▆▆▆▆ the right to use the infringing Customer Data in the manner (and on terms no more restrictive that those) contemplated in this Agreement and the relevant Service Order; or (ii) replace or modify the infringing Customer Data so that it becomes non-infringing but maintains the same material utility for ▆▆▆▆ as contemplated in this Agreement and the relevant Service Order.    In the event Customer is not able to accomplish either of (i) or (ii) above, ▆▆▆▆ may, in its sole discretion, terminate this Agreement (including all Service Orders) in its entirety or only as it or they may relate to the Service(s) affected by the relevant infringement or misappropriation, upon ten (10) days prior written notice to Customer. In such event, ▆▆▆▆ shall refund a pro rata portion of the relevant Fees (if paid) with respect to the Agreement or Service Orders/SOWs affected by the relevant infringement or misappropriation and relieve Customer of any further payment obligations under such affected Agreement or Service Orders/SOWs.  This Section 12.3.1. sets forth Customer's sole liability and obligation with respect to any claim or actual infringement that the Customer Data infringes, misappropriates or otherwise violates any Intellectual Property Rights of any third party.

12.4. ▆▆▆▆ <u>Exceptions from Infringement Indemnifications.</u> ▆▆▆▆ will have no liability under Section 12.1 for any infringement or Claim which results from: (a) use of the Services in combination with any non-▆▆▆▆-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) ▆▆▆▆'s development of any Customer-specific changes or modifications to the Services at Customer's request or instruction; or (c) use of the Services in a manner prohibited under this Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the Documentation, if such infringement or claim would not have occurred but for such use.

12.5. <u>Customer Exceptions from Infringement Indemnifications</u>. Customer will have no liability under Section 12.3 for any infringement or Claim which results from: (a) use of the Customer Data in combination with any non-Customer-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; or (b) use of the Customer Data in a manner prohibited under this Agreement, if such infringement or claim would not have occurred but for such use.

12.6 <u>General Indemnification</u>.  Each of ▆▆▆▆ and Customer (as applicable, the **"Indemnitor"**) shall defend, indemnify and hold harmless the other Party and its Affiliates and successors and assigns (as applicable, collectively, the **"Indemnified Party"** or **"Indemnified Parties"**) from and against any and all third party Losses that are actually incurred by them (or any of them) arising out of or in connection with Claim of or for injuries to person or damage to property incurred by the Indemnified Party or Parties, or asserted by any third party or parties (including any Representative(s) of the Indemnitor or an Indemnified Party) against the Indemnified Party or parties, based on or by reason of any negligent, willful or fraudulent act or omission on the part of the Indemnitor or any of its Representatives in the course of performance or any failure to perform any obligation of the Indemnitor under this Agreement; provided, the Indemnifying Party follows the Indemnification Procedures set forth in Section 12.7. An Indemnitor is not obligated to indemnify (but shall be obligated to provide a defense) an Indemnified Party against any Claim

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(whether direct or indirect) if such Claim or corresponding Losses result from an Indemnified Party's negligence, willful, or more culpable omission.

12.7  Indemnification Procedures. Any party seeking indemnification under Section 12 (whether as a Customer Indemnified Party under Section 12.1, a ▇▇▇ Indemnified Party under Section 12.3, or an Indemnified Party under Section 12.6) shall give written notice of any Claim for which it is seeking indemnification under Section 12 to the party providing indemnification under Section 12 provided, that the failure to give such prompt notice shall not relieve the party providing indemnification under Section 12 of its defense and indemnification obligations under this Section 12 except to the extent the failure materially prejudices the ability of the party providing indemnification to defend that Claim.  The indemnifying party under Section 12 (as applicable), shall assume the defense of the relevant Claim as contemplated in such Section 12 (as applicable), shall keep the party seeking indemnification fully advised with respect to such Claim and the defense thereof, and the party seeking indemnification shall have the right to participate, at their expense, in the defense of such Claim and to select its own attorneys to defend it, which attorneys shall be independent of any attorneys chosen by the indemnifying party relating to such Claim. Neither the indemnifying party nor any party seeking indemnification shall agree to settle such Claim without the written consent of the other of those parties, provided that such consent shall not be unreasonably withheld, conditioned or delayed. In the event that the indemnifying party fails to timely assume or diligently conduct the defense of any Claim under this Section 12, the party seeking indemnification Indemnified shall have the right to select up to one separate counsel to participate in such action or proceeding on behalf of the party seeking indemnification but at the sole expense of the indemnifying party.

## 13.  **Limitations of Liability**

13.1.  EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2.  CAP ON MONETARY LIABILITY; SECONDARY CAP.

    13.2.1.  **GENERAL LIMITATION.**  EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇

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███████████████████████████████████THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13.2.2. ████████**CAP.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3,

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██████████████████████████████████THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION ON LIABILITY PROVIDED FOR IN THIS SECTION 13.2.2 IS SEPARATE AND APART FROM THE LIMITATION CONTEMPLATED IN SECTION 13.2.1, AND CUSTOMER ████████████
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█████████████████

CUSTOMER FROM ██████████ UNDER THIS AGREEMENT.

13.3. <u>Exceptions</u>. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to:

13.3.1. Losses (and related Claims) arising out of or relating to a party's or its Representative's ███████████████████████████████████████████
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13.3.3. Losses arising from personal injury or property damage;

13.3.4. Losses arising out of or relating to a party's fraud, gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts

13.3.5. ███████████████████████████████████████
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14. **Warranties; Disclaimer**

14.1. <u>Mutual warranty</u>. Each party warrants that it is duly organized, validly existing and in good standing under the Applicable Laws of the state of its organization, it has and will maintain the status, authority and capacity to enter into and perform this Agreement (including each Service Order and SOW), such entrance or performance does not and will not require the consent or approval of any party or cause a breach or default by either party under any other agreement to

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which it is a party, and this Agreement constitutes its binding agreement and commitment, enforceable against it in accordance with its terms.

14.2.       ██████████ Warranties; Remedies. ██████████ warrants that throughout the relevant Service Order Term (as defined in the Service Order):

14.2.1.    it will maintain the facilities, equipment, systems, resources and capabilities reasonably required for the provision of the Services to Customer and the BAs, and it will provide the Services in a timely, professional and workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof as more fully described in the Service Level Agreement (Schedule A);

14.2.2.    the Services will be performed in all material respects in accordance with the Documentation, the relevant Service Order or SOW, and the other Schedules to this Agreement and, in the case of the SaaS Services will be available in accordance with the SaaS Services Availability Target contemplated in Schedule A;

14.2.3.    it owns or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein and if there is a breach of this warranty the sole remedy is as set forth in the Infringement Indemnity provision of Section 12;

14.2.4.    the Documentation will adequately describe the SaaS Services, including, without limitation, technical and functional specifications, and all configurations, procedures, and protocols to be followed in connection therewith, will be sufficiently complete and comprehensive to enable an average person with the requisite skill and qualification to use the SaaS Services in accordance with the standards set forth in this Agreement, will be free of material errors and conform to good industry practice as of the time such Documentation is submitted to Customer, and will be continually updated and maintained by ██████████ so that the Documentation continues to be current, complete and accurate, and so that it does and will continue to fully describe the Services in all material respects;

14.2.5.    Before the date on which the Services are to start, it shall obtain, and at all times during the Term of this Agreement maintain, all necessary governmental and/or third party licenses and consents applicable to the provision of the Services;

14.2.6.    ██████████'s grant of the rights or licenses hereunder and its performance of any Services or other obligations under this Agreement do and at all times will: (i) comply with all Applicable Laws;

14.2.7.    As of the Effective Date, there is no settled, pending or, to the best of ██████████'s knowledge after reasonable inquiry, threatened Claim, and it has not received any written, oral or other notice of any Claim (including in the form of any offer to obtain a license): (A) alleging that any access to or use of any Services or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (B) challenging ██████████'s ownership of, or right to use or license (or grant others a right to use), any Software or any other ██████████ Materials used or required to be used in connection with the performance or receipt of any Services, or alleging any adverse right, title or interest with respect thereto; or (C) that, if decided unfavorably to ██████████, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Agreement, and it has no knowledge of any factual, legal or other reasonable

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basis for any such Claim and if there is a breach of this warranty, the sole and exclusive remedy is as set forth in the Infringement Indemnity provision;

14.2.8. No Update of any Software or SaaS Service(s) provided to Customer will degrade the performance, functioning, or operation of the Software or SaaS Services in any material fashion, unless ▮▮▮▮▮▮ obtains the prior written consent of Customer to such degradation in performance;

14.2.9. all Customer Data received by ▮▮▮▮▮ shall be logically and digitally separated from any other data maintained by ▮▮▮▮▮, and not shared by ▮▮▮▮▮ with, or accessible to, any other users (other than ▮▮▮▮▮'s personnel who have a need to know the same for purposes of ▮▮▮▮▮'s performance under this Agreement, and other than Other Vendors at the direction or with the prior consent of Customer) or customers of ▮▮▮▮▮;

14.2.10. The hosting environment and all back-up locations utilized by ▮▮▮▮▮ in providing any Services shall be located within the continental United States;

14.2.11. ▮▮▮▮▮ will use its best efforts based on NIST standards to ensure that no Harmful Code is introduced into Customer's computing and network environment by the SaaS Services or any other Services, and will maintain throughout the Term, industry standard technologies and protocols to prevent the introduction of Harmful Code into the Services or the transfer thereof from the Services to the Customer Systems;

14.2.12. The Services shall not include any code or programming device that is designed to disable or shut down all or any portion use or functionality of the Services, or any system to which Customer's or its Affiliate's network is connected or interfaced; and

14.2.13. Each party shall use industry state-of-the-art anti-virus measures on all data transfer mechanisms, if any, to detect, prevent and remove Harmful Code from each party's systems, and to prevent the spread of Harmful Code between the Parties when accessing software.

With respect to Subsection 14.2.1, in the event ▮▮▮▮▮ fails to meet the Service Levels set forth in Schedule A, then Customer is entitled to the Service Credits detailed in such Schedule A. To the extent the relevant breach is the result of an incident of a type described in the Table included in Section 3.4 of Schedule A, the parties agree that ▮▮▮▮▮ shall have fulfilled its commitment to promptly commence to correct the relevant defect or non-conformity if it fulfils the relevant response times for that incident set forth in that Table. Such corrective and restorative actions by ▮▮▮▮▮ may include where reasonably necessary, without limitation, a replacement, Improvement and/or Upgrade of software and/or hardware components, and a re-deployment of the relevant Service(s). ▮▮▮▮▮ shall keep Customer and its designated Representative(s) reasonably informed of activities and progress (if any) made to restore the Service impacting the Availability. ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ as described in Schedule A, in its entirety and/or any Service Order(s) pursuant to which such Service(s) are to be performed by ▮▮▮▮▮, ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ under the relevant Service Order(s) through the date of termination.

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14.3.  <u>Additional Customer Warranty</u>. Customer represents, warrants and covenants to ▮▮▮▮▮▮ that:

(a)     Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by ▮▮▮▮▮▮ and processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy and Data Security Laws or other rights of any third party or violate any Applicable Laws; and

(b)     prior to Customer's delivery to ▮▮▮▮▮▮ of any Customer Data that is outside of the ▮▮▮▮▮▮ Systems, Customer will implement and maintain current industry state-of-the-art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

14.4.  <u>DISCLAIMER OF IMPLIED WARRANTIES</u>. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SERVICE ORDER, OTHER SCHEDULE HERETO OR SOW, ▮▮▮▮▮▮ MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ▮▮▮▮▮▮ HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS INCLUDING ANY IMPLIED REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS. ▮▮▮▮▮▮ DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICES OR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY PROVIDED IN SECTION 14.2.

15.  **Insurance.**

15.1.  ▮▮▮▮▮▮ shall, without additional cost to Customer, maintain throughout the Term with insurance companies having an A.M. Best Insurance Rating of 'A-'; or better and financial strength category of VIII or higher, the minimum insurance coverages, hereinafter referred to as the "Required Coverages", as set forth below.  The Commercial General Liability coverage required of ▮▮▮▮▮▮ shall be written on an occurrence basis and all required coverages shall be in full force and effect during ▮▮▮▮▮▮'s performance of this Agreement and throughout the Term.

15.2.  The Commercial General Liability policy shall include Company and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds, via blanket endorsements. The insurance coverages afforded under the policies required hereunder shall (i) be primary and non-contributing with respect to any insurance carried independently by the additional insureds and (ii) indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverage provided thereunder.

15.3.  A certificate of insurance acceptable to Customer shall be furnished to Customer's authorized representative prior to commencement of any services under this Agreement.  If any or all of the insurance policies required expire during the term of this Agreement, renewal certificates of insurance shall be furnished to Customer within ▮▮▮▮ of policy renewal date.

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15.4.   ████████'s liability under this Agreement shall not be limited to the Required Coverages.

15.5.   Required Coverages:

1.   Workers Compensation/Employer's Liability Minimum Coverage: Greater of statutory or $1,000,000

2.   Umbrella Coverage including Commercial General Liability including, but not limited to:

      (a)  Contractual Liability

      (b)  Products and Completed Operations

      (c)  Broad Form Property Damage

Minimum Coverage: ████████ General Aggregate

3.   Comprehensive Vehicle Liability covering all licensed or unlicensed vehicles and/or automotive equipment owned, leased, hired or borrowed when used in connection with performance of this Agreement.

Minimum Coverage: ████████ Combined Single Limit Bodily Injury and Property Damage

4.   Errors & Omissions Liability (Required for computer software services to include coverages for copyright infringement and intellectual property infringement)

Minimum Coverage: ████████ Aggregate Limit including Defense Costs on a Claims Made Policy Form. ████████████████████████████████████████ ████████████

5.   Cyber Liability: ████████████████████████

Minimum Coverage: ████████ each claim and General Aggregate

15.6.   The insurance should provide coverage for the following risks:

15.6.1.   Liability arising from theft, dissemination, and/or use of Confidential Information or Personal information stored or transmitted in electronic form.

15.6.2.   ████████████████████████████████████████████████████████

15.6.3.   ████████████████████████████████████████████████████████

15.7.   If ████████ engages Subcontractors to perform the Services, ████████ shall cause each applicable Subcontractor to procure and maintain appropriate insurance coverage for all of its obligations.

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16.    **General Provisions.**

16.1. Force Majeure Events. Neither party will be liable in damages for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control and which could not have been (including by reasonable anticipation) avoided or overcome by that party, including without limitation acts of God, natural disasters, pandemics, war or other hostilities, a national or regional strike, lockout or labor disturbance (at a location other than the affected party's work site) called by a national or regional labor organization which cannot be reasonably abated by the affected party, after exercising all reasonable efforts, and provided the affected party does not have a relationship with the relevant labor organization to negotiate a resolution of or avoid the strike, lockout or labor disturbance ; civil disturbances, governmental acts, orders or regulations or widespread failures in electrical power, heat, lights, air conditioning or telecommunications equipment (provided that it is satisfactorily established by the party seeking an excuse of performance to the other party that the non-performance is not due to the acts, omissions, fault or neglect of the party (including its subcontractors) not performing) (each of the foregoing, a "**Force Majeure Event**"), provided:

(i) that the non-performing party is without fault in causing such condition, (ii) the non-performing party gives the other party written notice, as expeditiously as practicable describing the particulars of the occurrence, estimated duration and probable impact on the performance of the non-performing party's obligations, and (iii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event and the non-performing party shall continue to perform its obligations not impacted by the Force Majeure Event. Subject to the non-performing party promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the non-performing party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the event persists, provided that if performance is not resumed within thirty (30) days after that notice, the other party may by notice in writing immediately terminate this Agreement.  By way of example but not of limitation, a Regulatory Event as contemplated in Section 5.4.2.2. shall constitute a Force Majeure Event excusing Customer's, but not ████████'s, performance under this Agreement.

   (a)      During the Force Majeure Event, the other (non-impacted) Party may suspend its performance obligations under this Agreement until such time as the non-performing Party resumes performance.

16.2. Export. Each party shall comply with all Export Control Laws, executive orders or regulations applicable to its performance under this Agreement.

16.3. Independent Contractor. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will 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 will have authority to contract for or bind the other party in any manner whatsoever.

16.4. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

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If to ▆▆▆▆▆▆▆:

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Attn: Legal Department
Facsimile: ▆▆▆▆▆▆▆▆
Email: ▆▆▆▆▆▆▆▆▆▆▆▆▆▆▆▆

If to Customer:

The Narragansett Electric Company d/b/a Rhode Island Energy
c/o PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Attention: Jim Polisano
Email: JAPolisano@pplweb.com

Copy to:
PPL Office of General Counsel
Attn: Contracts Attorney
Two North Ninth Street, GENTW4
Allentown, PA 18101
Email: OGCContractsAttorney@pplweb.com

Notices sent in accordance with this Section 16.4 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

16.5. <u>Headings</u>. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

16.6. <u>Entire Agreement</u>. This Agreement (including all Service Orders, SOWs and other Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order, sales confirmation, invoice or other form that may be delivered by one party to the other party are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

16.7. <u>Assignment</u>. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed; provided, that, upon prior written notice to the other Party, either Party may assign this Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition.  No permitted

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assignment of this Agreement or any portion(s) hereof will relieve the assigning party of or from any of its obligations under this Agreement. Any purported assignment, delegation or transfer in violation of this Section 16.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16.8. <u>No Third-party Beneficiaries</u>. This Agreement is an agreement between the parties and, except for the rights of the successors and assigns set forth in Section 12, confers no rights upon either party's employees, agents, contractors, partners of customer or any other person or entity.

16.9. <u>Waiver</u>. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

16.10. <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

16.11. <u>Governing Law; Submission to Jurisdiction</u>. This Agreement shall be governed by the laws of the State of Rhode Island, without regard to Rhode Island's conflict of laws principles and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located Providence County, Rhode Island. The Uniform Computer Information Transactions Act does not have any application to this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.

16.12. <u>Waiver of Jury Trial</u>. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

16.13. <u>Equitable Relief</u>. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.

16.14. <u>Schedules and Exhibits</u>. All Schedules that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

**Schedule A**    Service Level Agreement and Support Services

**Schedule B**    Service Orders No. 1, No. 2, No. 3 and Pricing

**Schedule C**    Information and System Security Agreement

**Schedule D**    Supplemental Terms to Schedule C

**Schedule E**    Form of Technology Escrow Agreement

**Schedule 1:**  Application

**Exhibit A**       **Escrow Services Fee Schedule**

**Exhibit B**       **Material Description**

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16.15. ▮▮▮▮▮▮▮ is and shall remain in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.

16.15.1. ▮▮▮▮▮▮ and Subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to regard to race, color, sex, gender, sexual orientation, LGBTQ+ status, gender identity, gender expression, pregnancy, marital status, religion, creed, national origin, ancestry, age, mental or physical disability, genetic information, medical condition, military or veteran status, or any other class or status protected by law.

16.16. Compliance with all Applicable Laws. In all activities undertaken pursuant to this Agreement, both ▮▮▮▮▮▮ and Customer covenant and agree each will in all material respects comply with all Applicable Laws pertaining to the Agreement and the performance of the parties' respective obligations in this Agreement.

16.17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be 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 caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

███████████████████                          **PPL Services Corporation**

By: _____                 By: _____

Name: _____                  Name: _____

Title: _____                Title: _____

Date: _____                 Date: _____


████████████████████████████████

By: _____

Name: _____

Title: _____

Date: _____

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## SCHEDULE A

## SERVICE LEVEL AGREEMENT

## AND

## SUPPORT SERVICES

All capitalized terms that are not defined in this Schedule will have their respective meanings given to such terms in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Schedule A, the terms of this Schedule A will govern.

1. <u>Definitions.</u> For purposes of this Schedule the following terms have the meanings set forth below.

   "**Error**" means any material error or defect in the SaaS Services, reproducible by dedicated efforts by the parties, that causes it not to conform in material respects to the Documentation.

   "**Error Corrections**" means modifications that correct Errors.

   "**Service Levels**" means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

   "**Service Level Table**" means the table set out in Section 3.4.

   "**Support Period**" means the Service Order Term as set forth in the applicable Service Order.

2. <u>Availability Requirement.</u> Subject to the terms and conditions of the SaaS Agreement and this Schedule, ▮▮▮▮▮▮ will provide ongoing, and skilled resources to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which ▮▮▮▮▮▮ does or is required to perform any SaaS Services (each such calendar month, a "**Service Period**"), at least ▮▮▮▮▮ f the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions ("**Availability Requirement**"). "**Available**" or "**Availability**" means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation. The Availability Requirement calculation for each Service Period shall be:

   Total Available time / (total time in the Service Period – Exceptions)

   2.1. <u>Exceptions.</u> No period of SaaS Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

      (a)    Customer's misuse of the SaaS Services in material breach of the Agreement;

      (b)    failures of Customer's or its Authorized Users' Internet connectivity;

      (c)    internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by ▮▮▮▮▮▮ or its Subcontractor;

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(d)     Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements relevant to accessing the SaaS environment (e.g. desktop/laptop, browser) set forth in the Documentation;

(e)     Force Majeure Event;

(f)     Failure, interruption, outage or other problem with any infrastructure, including software, hardware, system, network, facility or other component not supplied by ▓▓▓▓▓▓▓ or its Subcontractor pursuant to the SaaS Agreement or this Schedule or included as a part of the SaaS Services such as software, hardware, systems, networks, facilities (electric, HVAC, utilities and those needed to mitigate power failures, loss of HVAC, components, physical and cyber security)▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓

(g)     Scheduled Downtime;

(h)     Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement;

(i)     Time down required to install an emergency patch for a security vulnerability or similar emergency; or
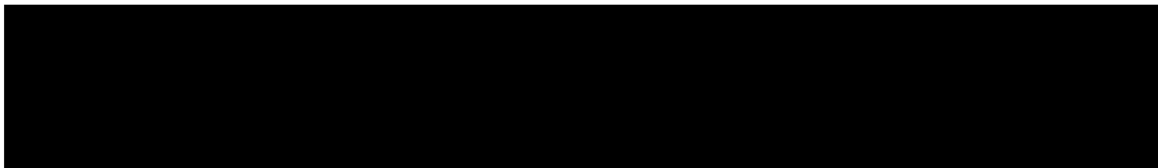
(j)     ▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓

2.2.    ▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓

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| SaaS Service Availability | | |
|---|---|---|
| SaaS Service Availability during Service Period | | ███████████ |
| At or above ███ | | |
| ≥ ███ and < ███ | | |
| ██████████████ | | |

███████████████████████████████████████████████
███████████████████████████████████████████████
███████████████████████████████████████████████

3. <u>Support and Maintenance Services</u>. ████████ will provide Customer ████████'s standard maintenance and support services for the SaaS Services (collectively, "**Support Services**") during the designated support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and ████████ will not assess any additional fees, costs or charges for such Support Services.

   3.1. <u>Support Service Responsibilities</u>. Throughout the relevant Service Period, ████████ will:

   (a)   respond to Support Requests (as defined below) in accordance with the Service Levels;

   (b)   provide responsive telephone or email support as set forth in Section 3.6; and

   (c)   Provide online access to technical support bulletins and other user support information and forums, to the full extent ████████ makes such resources available to its other customers.

   3.2. <u>Service Monitoring and Management</u>. Throughout the relevant Service Period, ████████ will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

   (a)   proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;

   (b)   if such monitoring identifies, or ████████ otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;

   (c)   if ████████ receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):

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      i.      █████████ will confirm the outage by a direct check of the associated facility or facilities;

     ii.     if █████████ s facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a █████████ trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as Critical Service Errors **in accordance with the Incident Description set forth in the Service Level Table**.

    iii.     █████████ will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:

         a.   such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that █████████ provides at no additional charge to █████████'s other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and

         b.   all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3. <u>Scheduled Downtime</u>.  Unless otherwise approved in writing by Customer, █████████ shall: (a) schedule downtime for routine maintenance of the Services outside the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday; (b) notify Customer at least seven (7) business days (via email) prior notice of all scheduled outages of the Services ("**Scheduled Downtime**"); and (c) complete the routine maintenance expeditiously so as to minimize the length of the Scheduled Downtime. Routine maintenance does not include urgent changes that may present high risks if not addressed promptly (e.g., security threats). Scheduled Downtime shall be limited to a maximum of eighteen (18) hours per calendar quarter.

3.4. <u>Service Levels</u>.

Response times will be measured from the time █████████ receives a Support Request until the respective times █████████ has provided the designated response that Support Request. █████████ will respond to all Support Requests within the following times based on █████████'s designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after █████████'s investigation of the reported Error and consultation with Customer:

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| Description of Incident | Supported | Initial Response | Subsequent Response | Target Restoration | Escalation |
|---|---|---|---|---|---|
| Severity 1 (Critical)<br><br>Production system is completely down or unavailable. Business critical applications or service severely impacted for which there is no reasonable work-around an error with no reasonable work-around that results in a complete disruption of daily work during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule.<br><br>Severity Level 1 issues must be reported by phone. | ██████<br>██████ | Within ██ minutes | every ██ hours | ██ hours | Supervisor: Immediately<br>Manager: 30 minutes<br>Director: 1 hour<br>VP: at Directors discretion<br><br>Utility may escalate at any time it feels unacceptable progress is being made |

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| Description of Incident | Supported | Initial Response | Subsequent Response | Target Restoration | Escalation |
|---|---|---|---|---|---|
| Severity 2 (High)<br><br>production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions significant degradation in performance major system feature/function failure for which there is no reasonable work-around during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule. | ▮▮▮▮<br>24/7/365 | Within ▮ hours | ▮calendar day | ▮ calendar days | Supervisor: ▮hour Manager: ▮hours Director: at Managers discretion VP: at Directors discretion<br><br>Utility may escalate at any time it feels unacceptable progress is being made |

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| Description of Incident | Supported | Initial Response | Subsequent Response | Target Restoration | Escalation |
|---|---|---|---|---|---|
| Severity 3 (Medium)<br><br>production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality there is a low to medium impact to business functions but it is manageable using a reasonable work-around. | During business hours | ■usiness Day | ■Business Days | ■ calendar days | If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request<br><br>Utility may escalate at any time it feels unacceptable progress is being made |

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| Description of Incident | Supported | Initial Response | Subsequent Response | Target Restoration | Escalation |
|---|---|---|---|---|---|
| Severity 4 (Low)<br><br>general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is no impact on the business or the performance or functionality of the system. | During business hours | █ Business Days | █ Business Days | As decided jointly between the business and utility | If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.<br><br>Utility may escalate at any time it feels unacceptable progress is being made |

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In order for ▮▮▮▮▮ to meet the relevant response outlined above, ▮▮▮▮▮ customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High) issues. ▮▮▮▮▮ will respond to and investigate any suspected incident within the time provided above. Resolution of such incident(s) may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which ▮▮▮▮▮ will provide to Customer at no cost.

Should Customer's business requirements call for a more customized level of support, ▮▮▮▮▮ also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

3.5. <u>Support Requests and Customer Obligations</u>.

(a) Support Requests. Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 ("**Support Request**"). Customer will notify ▮▮▮▮▮ of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that ▮▮▮▮▮ may transfer Customer Data to any of ▮▮▮▮▮'s Affiliates, subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada. Upon any such transfer, ▮▮▮▮▮ shall cause its relevant Affiliate, subsidiary or group entity (as applicable) to abide by Sections 7 and 8 of the SaaS Agreement with respect to the relevant Customer Data received by them.

(b) Customer Obligations. Customer will, by and through its employee or consultants, provide ▮▮▮▮▮ with:

　i.　prompt notice of any Errors; and

　ii.　each of the following to the extent reasonably necessary to assist ▮▮▮▮▮ to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:

　iii.　direct access to the Customer Systems and the Customer's files and personnel;

　iv.　output and other data documents and information, each of which is deemed Customer's Confidential Information as defined in the SaaS Agreement; and

　v.　such other reasonable cooperation and assistance as ▮▮▮▮▮ may request.

3.6. <u>Service Desk Contact Information</u>. Throughout the relevant Service Period, ▮▮▮▮▮ will provide Customer with access to the Service Desk. ▮▮▮▮▮'s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding ▮▮▮▮▮ observed holidays (available upon request) and weekends ("**Business Hours**"). In addition, emergency access to on-call personnel via ▮▮▮▮▮'s Emergency Dispatch Service will be provided by ▮▮▮▮▮ from 6:01 PM through 6:59 AM, and 24 hours per day on weekends

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and holidays. ▉▉▉▉▉ will provide advanced troubleshooting, via telephone or e-mail, as deemed necessary by qualified ▉▉▉▉▉ Personnel, to resolve Customer issues.

3.7. <u>Submission Method</u>.  Customer can contact the Service Desk through:

  i.  Telephone direct dial-in at ▉▉▉▉▉▉;

  ii.  Customer support portal, or

  iii.  E-mail at support.na@▉▉▉▉▉

All contact information is subject to change and update by delivery of notice and by posting on the ▉▉▉▉▉ Website at www.▉▉▉▉▉.

4. <u>Backup and Recovery</u>. ▉▉▉▉▉ recommends to its customers to maintain regular data backups or redundant data archives for durations for what is longer than provided in this Agreement. ▉▉▉▉▉ will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.).  At least one backup will be stored online (directly accessible).  Such copy will be less than one week old and may be overwritten as it is replaced with newer backups. Weekly backups are stored for a minimum of one month.  Monthly backups are stored in a separate location for a minimum of one (1) year.

5. <u>Business Continuity and Disaster Recovery Protection</u>.  Throughout the relevant Service Period, ▉▉▉▉▉ will maintain an industry-standard ongoing Business Continuity ("**BC**") program (that includes Risk Assessment) and an industry-standard Disaster Recovery ("**DR**") program for the SaaS Services and implement such plans in the event of unplanned interruption of the SaaS Service. Such plans will be subject to the obligations of ▉▉▉▉▉ and the rights of Customer set forth in Section 11.1 of the SaaS Agreement

6. <u>Communications</u>. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any routine matter referred to herein; provided, that formal notices, requests, consents, claims, demands and waivers must be delivered in accordance with Section 16.4 of the SaaS Agreement.

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## SCHEDULE B

## FORM OF SERVICE ORDER NO. 1 AND PRICING

### BENEFITING AFFILIATE: THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY

This Service Order No. 1 is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement or the Documentation (as applicable), and all terms and conditions of the SaaS Agreement are incorporated herein by this reference into this Service Order No. 1. In the event of any conflict between the body of the SaaS Agreement and this Service Order, the terms of the terms of the main body of the Agreement will govern. The Benefiting Affiliate for this Service Order No. 1 is Rhode Island Energy.

**SCOPE OF SERVICE.** Throughout the Service Order Term (as defined below), ▮▮▮▮ will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement (including this Service Order). ▮▮▮▮ will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

   The Cloud Software provided to Customer consists of the following items, as each is described and defined in the Documentation in effect as of the Effective Date (subject to changes to such Documentation that are implemented by ▮▮▮▮ following the Effective Date and that do not materially limit or materially adversely affect the nature, effectiveness or utility of the Services as originally contracted for by Customer):

   ☒ ▮▮▮▮ (or its successor) with ▮▮▮▮

   ☒ ▮▮▮▮ (or its successor) with ▮▮▮▮ with RPO ▮▮ and RTO 72 hours

   ☒ ▮▮▮▮ (or its successor) with ▮▮▮▮

2. **Service Term**

   The initial term for this Service Order begins on the Effective Date and ends ▮▮▮▮ years thereafter (the **"Initial Service Order Term"**).

3. **Service Fee**

   3.1 The Service fee for the initial year of this Service Order (the **"Initial Service Fee"**) payable by Customer to ▮▮▮▮ is:

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| SaaS ███████████ with ██████ Pricing (Electric Endpoints) | |
| --- | --- |
| | **Production** |
| Base Monthly Fee (Includes up to ██████ Endpoints) | $██████ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ██████ | $0.██ |
| Next ██████ | $0.██ |
| Next ██████ | $0.██ |
| Next ██████ and Greater | $0.██ |

| SaaS ███████████ with ██████ Pricing (Electric Endpoints) | |
| --- | --- |
| | **Disaster Recovery** |
| Base Monthly Fee (Includes up to ██████ Endpoints) | $██████ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ██████ | $0.██ |
| Next ██████ | $0.██ |
| Next ██████ | $0.██ |
| Next 5████ and Greater | $0.██ |

SaaS ████████ with ██████████████ (each) - $██████ per month

████████ Hosting Pricing (for up to ██████ Endpoints): $██████ per month and for each additional ████ Endpoints or portion thereof an additional $████ per month.

Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints. Actual fee will be determined by the total number of Endpoints deployed by Customer, calculated and billed on a monthly basis and will include adjusted fees for the total number of deployed devices on the last business day of the previous month as indicated by the Cloud Software.

Production Environment and Disaster Recovery Environment monthly fees, which include SaaS ██████ ████ with ████████ Hosting Pricing, are contingent on the AMF Program and TSA Program Milestones and the successful provisioning of Endpoints as provided for in the AMF/TSA Program SOW. SaaS Fee invoicing will begin upon completion of ████████ for ████████ Lower Environments and completion of ████████ for ████████ Production ████████, and Disaster Recovery Environments.

Any increase to the Initial Service Fee shall be pursuant to Section 6.3 of the Agreement.

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4. **Summary of Additional Services Included in Service Order**

In addition to the Cloud Software to be provided to Customer as contemplate in Section 1 above, throughout the Service Order Term the Services specific to and provided under this Service Order include the following:

4.1     Project Coordination.  As described in the software or deployment SOW, ▮▮▮▮▮ will provide a project coordinator to provide direction to Customer relating to Services.  Customer to provide primary point of contact to work with the project coordinator.

4.2     Installation and Configuration.  Installing the Cloud Software in the data center with standard configurations.  Custom configurations are available for an additional fee as detailed in an applicable SOW. Cloud Software includes ▮▮▮▮▮ application software, operating system software, database software and required software running in the Cloud.

4.3     Upgrades. ▮▮▮▮▮ and Customer will mutually agree on an upgrade schedule for Cloud Software. Services include at least one (1) Software Upgrade for each Cloud Software selected as contemplated in Section 1 per calendar year.  Customer agrees to remain on a Supported Release of Cloud Software.  Cloud Software includes ▮▮▮▮▮ application software, operating system software, database software and any software running in the Cloud. Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment including Mobile Administration Software ("**MAS**") upgrades to handheld devices, endpoint programming software upgrades at the Customer site, Tech Studio or Substation Processing Unit Software Upgrades. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as ▮▮▮▮▮ develops enhanced versions of the SaaS Service and provides those versions to Customer (at no additional cost) for use under this Service Order, ▮▮▮▮▮ may cease to maintain and support older versions of the Cloud Software ("**EOS/EOL**"). ▮▮▮▮▮ will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. ▮▮▮▮▮ shall have no obligation to support Cloud Software outside of ▮▮▮▮▮'s stated EOS/EOL policy for the applicable Cloud Software. Such EOS/EOL policies shall be made available to Customer either in the accompanying Documentation or up on request and are subject to update from time to time in ▮▮▮▮▮'s reasonable discretion with no less than a twelve (12) month EOS/EOL notification period.

4.4     Integration(s). ▮▮▮▮▮ will provide integrations to third party systems for an additional fee as detailed in the applicable SOW

4.5     Data Availability. ▮▮▮▮▮ will make available on a live basis at least ▮▮▮▮ of Customer Data. Data older than ▮ days will be archived and available to Customer upon request (additional fees may apply).  Archive data will be retained for a minimum of o▮▮▮▮ unless otherwise mutually agreed upon.

4.6     Monitor Network Gateway Communications (to the Extent ▮▮▮▮▮ is providing Backhaul Services). To the extent applicable, ▮▮▮▮▮ will monitor and support the backhaul services which facilitate communication to the Network Gateways on a 24/7/365 basis. ▮▮▮▮▮ will respond to any fault detected, troubleshoot the issue, and work with the service provider to resolve the issue.  Should the backhaul fault detected result in a disruption or degradation of service such as loss of Network Gateway communication, ▮▮▮▮▮ will provide notification of service disruption to Customer.

4.6.1     Monitor Individual ▮▮▮▮▮ Communications.  As a premium service, ▮▮▮▮▮ can also offer ▮▮▮▮▮ monitoring which will monitor field area network communication beyond the network backhaul and identifies communication issues with individual ▮▮▮▮▮. With this service, ▮▮▮▮▮ will monitor, troubleshoot, and provide notification of communication issues identified with individual ▮▮▮▮▮ on a 24/7/365 basis. Pricing for this offering can be provided upon request.

4.7     Process ▮▮▮▮▮ Communication Fees. ▮▮▮▮▮ will process and invoice for communication fees as applicable.

4.8     Data Access. ▮▮▮▮▮ will make available a near real time replicated database of the ▮▮▮▮▮ database. ▮▮▮▮▮ A system account user may be a service account user and/or an administration user. Multiple users may be on the service accounts.  Multiple users covered under these ▮▮▮▮▮ may submit queries under the system account user to the extent the system is not impacted. (This would be considered a misuse of the SaaS service.)  For

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Lower Environment SaaS, ▮▮▮▮▮▮ will provide Customer with read-only SQL access to database for software development and testing activities and is not subject to SLA's.

5. **Customer Responsibilities:**

5.1    Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and ▮▮▮▮▮▮▮▮▮. This includes, but is not limited to, updating the ▮▮▮▮▮▮▮▮, ▮▮▮▮▮ and other ▮▮▮▮▮▮ software to the latest version.

5.2    Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer's billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.

5.3    Provide ▮▮▮▮▮▮▮▮ Communication. Customer is responsible for purchasing and physically maintaining all ▮▮▮▮▮▮▮ communications infrastructure as applicable.

5.4    Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Cloud Software logins and passwords, providing Customer-selected configurations and maintaining access rights for the Customer's employees.

5.5    Support Utility Consumer. Customer is responsible for handling all support for Customer's own end-use consumers. ▮▮▮▮▮▮ will not provide any support regarding billing inquiries or any other matter for end-use consumers.

5.6    Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain ▮▮▮▮▮ ▮▮▮▮▮▮▮▮ on desired hardware at Customer's location including ▮▮▮▮▮▮ and other field tools.

5.7    Information Sourcing.

   a.    Customer will be responsible to release the ▮▮▮▮▮▮▮▮▮▮▮▮ for processing into ▮▮▮▮▮ ▮▮▮▮.

   b.    Customer will provide the information that ultimately ends up in the IIF (interchange file format) and CIF (customer information file) files.

5.8    Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.

5.9    Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.

5.10    IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.

5.11    Upgrades. Customer is responsible to validate upgrades to Cloud Software following ▮▮▮▮▮▮'s commercially reasonable efforts to do the same.

6. **Disaster Recovery.** ▮▮▮▮▮▮ will conduct backups of application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by Customer for testing or analysis purposes. ▮▮▮▮▮ reserves the right to make changes as required to ensure the effectiveness and comprehensiveness of the Disaster Recovery plan. Disaster Recovery is a secondary data site to ensure the data replication to support the RPO and RTO timelines defined in this Service Order.

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## SCHEDULE B

### FORM OF SERVICE ORDER NO. 2 AND PRICING

### BENEFITING AFFILIATE: THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY

This Service Order No. 2 is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule will have their respective meanings given to them in the SaaS Agreement or the Documentation (as applicable), and all terms and conditions of the SaaS Agreement are incorporated herein by this reference into this Service Order No. 2. In the event of any conflict between the body of the SaaS Agreement and this Service Order, the terms of the main body of the Agreement will govern. The Benefiting Affiliate for this Service Order No. 2 is Rhode Island Energy.

**SCOPE OF SERVICE.** Throughout the Service Order Term (as defined below), ▮▮▮▮▮▮ will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement (including this Service Order). ▮▮▮▮▮▮ will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

    The Cloud Software provided to Customer consists of the following items, as each is described and defined in the Documentation in effect as of the Effective Date (subject to changes to such Documentation that are implemented by ▮▮▮▮▮▮ following the Effective Date and that do not materially limit or materially adversely affect the nature, effectiveness or utility of the Services as originally contracted for by Customer):

    ☒ ▮▮▮▮▮▮ Production Environment

    ☒ ▮▮▮▮▮▮ Disaster Recovery Environment with RPO ▮ hour and RTO ▮ hours.

    ☒ ▮▮▮▮▮▮ Lower Environment (Test or Dev)

2. **Service Term**

    The initial term for this Service Order begins on the Effective Date and ends ▮▮▮▮▮▮ years thereafter (the **"Initial Service Order Term"**).

3. **Service Fee**

    3.1 The Service fee for the initial year of this Service Order (the **"Initial Service Fee"**) payable by Customer to ▮▮▮▮▮▮ is:

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| SaaS ▮ AMR Pricing (Electric Endpoints) | |
|---|---|
| | **Production** |
| Base Monthly Fee (Includes up to ▮ Endpoints) | $ ▮ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ▮ | $ ▮ |
| Next ▮ | $ ▮ |
| Next ▮ | $ ▮ |
| Next ▮ and Greater | $ ▮ |

| SaaS ▮ AMR Pricing (Electric Endpoints) | |
|---|---|
| | **Disaster Recovery** |
| Base Monthly Fee (Includes up to ▮ Endpoints) | $ ▮ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ▮ | $0. ▮ |
| Next ▮ | $0. ▮ |
| Next ▮ | $0. ▮ |
| Next ▮ and Greater | $0. ▮ |

| SaaS ▮ AMR Pricing (Gas Endpoints) | |
|---|---|
| | **Production** |
| Base Monthly Fee (Includes up to ▮ Endpoints) | $ ▮ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ▮ | $0. ▮ |
| Next ▮ | $0. ▮ |
| Next ▮ | $0. ▮ |
| Next ▮ and Greater | $0. ▮ |

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| SaaS ███ AMR Pricing (Gas Endpoints) | |
|---|---|
| | **Disaster Recovery** |
| Base Monthly Fee (Includes up to ███ Endpoints) | $███ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ███ | $0.█ |
| Next 1███ | $0.█ |
| Next ███ | $0.█ |
| Next ███ and Greater | $0.█ |

| SaaS ███ AMI Pricing (Electric Endpoints) | |
|---|---|
| | **Production** |
| Base Monthly Fee (Includes up to ███ Endpoints) | $███ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ███ | $0.█ |
| Next ███ | $0.█ |
| Next ███ | $0.█ |
| Next ███ and Greater | $0.█ |

| SaaS ███ AMI Meter Pricing (Electric Endpoints) | |
|---|---|
| | **Disaster Recovery** |
| Base Monthly Fee (Includes up to ███ Endpoints) | $███ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ███ | $0.█ |
| Next 1███ | $0.█ |
| Next ███ | $0.█ |
| Next ███ and Greater | $0.█ |

SaaS ███ Lower Environment (each) - $███ month

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Customer is required to add additional Endpoints prior to beneficial use of such additional Endpoints. Actual fee will be determined by the total number of Endpoints deployed by Customer, calculated and billed on a monthly basis and will include adjusted fees for the total number of deployed devices on the last business day of the previous month as indicated by the Cloud Software.

Production Environment and Disaster Recovery Environment monthly fees are contingent on the AMF Program and TSA Program Milestones and the successful provisioning of Endpoints as provided for in the AMF/TSA Program SOW. SaaS Fee invoicing for the ▮▮▮ AMR environments will begin: i) upon completion of Milestone 2 for ▮▮▮ Lower Environments, and ii) completion of Milestone 5 for ▮▮▮ AMR Production, and ▮▮▮ AMR Disaster Recovery Environments. SaaS Fee invoicing for ▮▮▮ AMI Environment will begin upon the initial AMI Endpoints being deployed in the field and Customer billing from the ▮▮▮ AMI Production and support of ▮▮▮ AMI Disaster Recovery Environments.

Pricing includes AMF/TSA program retail settlement functionality.

Any increase to the Initial Service Fee shall be pursuant to Section 6.3 of the Agreement.

4.  **Summary of Additional Services Included in Service Order**

    In addition to the Cloud Software to be provided to Customer as contemplate in Section 1 above, throughout the Service Order Term the Services specific to and provided under this Service Order include the following:

4.1   Project Coordination. As described in the software or deployment SOW, ▮▮▮ will provide a project coordinator to provide direction to Customer relating to Services. Customer to provide primary point of contact to work with the project coordinator.

4.2   Installation and Configuration. Installing the Cloud Software in the data center with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW. Cloud Software includes ▮▮▮ application software, operating system software, database software and software running in the Cloud.

4.3   Daily Operations Monitoring. ▮▮▮ will monitor Customer's daily business operations of the Cloud Software application – monitoring jobs; reporting on job monitoring; coordination of issues, creating scheduled jobs and monitoring file generation.

4.4   Daily Software Monitoring. ▮▮▮ will provide daily monitoring and troubleshooting of Cloud Software application specific configurations and performance (pertaining to successful completion).

4.5   System Process Monitoring. ▮▮▮ will proactively monitor ▮▮▮ Cloud Software system processes and services, including: integration services, file uploads and extract generation to ensure files are delivered on schedule.

4.6   Email Notifications. ▮▮▮ will set up standard email notifications to alert Customer of any system exceptions.

4.7   Upgrades. ▮▮▮ and Customer will mutually agree on an upgrade schedule for Cloud Software. Services include at least one (1) Software Upgrade for each Cloud Software module selected as contemplated in Section 1 per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software includes ▮▮▮ application Software, operating system software, database software and any software running in the Cloud. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as ▮▮▮ develops enhanced versions of the SaaS Service and provides those versions to Customer (at no additional cost) for use under this Service Order, ▮▮▮ may cease to maintain and support older versions of the Cloud Software ("**EOS/EOL**"). ▮▮▮ will use commercially reasonable efforts to provide Support Services with respect to an older version of the Cloud Software that may accompany the SaaS Service. ▮▮▮ shall have no obligation to support Cloud Software outside of ▮▮▮'s stated EOS/EOL policy for the applicable Cloud Software. Such EOS/EOL policies shall be made available to Customer either in the accompanying

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Documentation or up on request and are subject to update from time to time in ████████'s reasonable discretion with no less than a ████████ month EOS/EOL notification period.

4.8     <u>Integration(s)</u>. ████████ will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.

4.9     <u>Data Availability</u>. ████████ will make available on a live basis at least ████████ of Customer Data. Data older than ████████ will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of ████████ unless otherwise mutually agreed upon.

6.1     <u>Data Access</u>. ████████ will make available a near real time replicated database of the Meter Data Management database. Access to query the replicated database will be provided to ████████████████. A system account user may be a service account user and/or an administration user. Multiple users may be on the service accounts. Multiple users covered under these ████████ may submit queries under the system account user to the extent the Co-schema system is not impacted. (This would be considered a misuse of the SaaS service.) For Lower Environment SaaS, ████████ will provide Customer with read-only SQL access to database for software development and testing activities and is not subject to SLA's.

5. **Customer Responsibilities:**

5.1     <u>Interface Billing data to Customer Billing System</u>. Customer is responsible for ensuring the Customer Billing System can consume the billing data created by the ██████ The ██████ can create billing data during daily 24-hour clock processing and/or ad hoc. Depending on the delivery method (file, request-response, push, etc.), the Customer will need to ensure the integration to and the consumption into the Customer Billing System is correctly implemented, maintained, and is successfully completed. Customer is also responsible for any exception processing, which are items that are created within the ████ exception management processes associated with customer billing.

5.2     <u>Administer Login and Passwords.</u> Customer is responsible for assigning security officer(s), administering all Cloud Software logins and passwords, providing Customer-selected configurations and maintaining access rights for the Customer's employees.

5.3     <u>Support Utility Consumer.</u> Customer is responsible for handling all support for Customer's own end-use consumers. ████████ will not provide any support regarding billing inquiries or any other matter for end-use consumers.

5.4     <u>Application Administration</u>. Customer is responsible to provide Customer-selected configurations and maintain access rights.

5.5     <u>Application Operations</u>. Customer is responsible for providing daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.

5.6     <u>IT coordination</u>. Customer is responsible for coordinating management of interfaces to connected Customer Systems.

5.7     <u>Upgrades</u>. Customer is responsible for validating upgrades to Cloud Software following ████████'s commercially reasonable efforts to do the same.

5.8     <u>Query Optimization</u>. Customer is responsible for maintaining and optimizing custom queries supported by SaaS Services with occasional consulting from ████████.

6. **Disaster Recovery.** ████████ will conduct backups of application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by Customer for testing or analysis purposes. ████████ reserves the right to make changes as required to ensure the effectiveness and comprehensiveness of the Disaster Recovery plan. Disaster Recovery is a secondary data site to ensure the data replication to support the RPO and RTO timelines defined in this Service Order.

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SCHEDULE B

FORM OF SERVICE ORDER NO. 3 AND PRICING

**BENEFITING AFFILIATE: THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY**

This Service Order No. 3 is part of and incorporated into the SaaS Agreement. All capitalized terms that are not defined in this Schedule will have their respective meanings given to them in the SaaS Agreement or the Documentation (as applicable), and all terms and conditions of the SaaS Agreement are incorporated herein by this reference into this Service Order No. 3. In the event of any conflict between the body of the SaaS Agreement and this Service Order, the terms of the main body of the Agreement will govern. The Benefiting Affiliate for this Service Order No. 3 is Rhode Island Energy.

**SCOPE OF SERVICE.** ▮▮▮▮▮▮ shall provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement (including this Service Order). ▮▮▮▮▮▮ will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description:**

The Cloud Software provided to Customer by ▮▮▮▮▮▮ consists of the following items:

- ☒ ▮▮▮▮▮▮ Production Environment

- ☐ ▮▮▮▮▮▮ Lower Environment (Test or Dev)

- ☐ ▮▮▮▮▮▮

- ☐ ▮▮▮▮▮▮

2. **SaaS Service Term:**

The term for this Service Order begins in Release 4 as described in the AMF Program and TSA Exit Program Statement of Work upon a mutually agreed upon date and ends ▮▮▮▮ years thereafter (the **"Initial Service Order Term"**).

Notwithstanding Section 5.2 Term of Service Orders/SOWs of the SaaS Agreement, upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive one (1) year periods (each a "Renewal Term" and together with the Initial Service Order Term, the "Service Order Term"), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **SaaS Service Fee:**

3.1. The Service fee for the initial year of this Service Order (the "**Initial Service Fee**") payable by Customer to ▮▮▮▮▮▮ is:

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| SaaS ▮ Pricing – Production | |
|---|---|
| Base Monthly Fee (Includes up to ▮ Endpoints) | $▮ |
| *Number of Deployed Endpoints* | *Monthly Fee Per Endpoint* |
| Next ▮ | $0▮ |
| Next ▮ | $0▮ |
| Next ▮ | $0▮ |
| Next ▮ and Greater | $0.▮ |

SaaS AGA Dev Environment (each) - $▮/month

Production Environment monthly fees are contingent on the **AMF Program and TSA Program** Milestones and the successful provisioning of Endpoints as provided for in the AMF/TSA Program SOW. SaaS Fee invoicing will begin upon: i) ▮ Lower Environment(s) will begin upon mutual agreement between the parties, and ii) completion of ▮ for ▮ Production Environment.

Any increase to the Initial Service Fee shall be pursuant to Section 6.3 of the Agreement.

4. **Summary of Services Included in Service Order.**

SaaS Services provided by ▮ are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

4.1. Project Coordination. ▮ will provide a project coordinator to provide direction to Customer relating to SaaS Services. Customer to provide primary point of contact to work the project coordinator.

4.2. Installation and Configuration. Installing the Software in the data center with standard configurations. Any custom configurations will be handled within the deployment and delivery SOW.

4.3. Upgrades. ▮ and Customer will mutually agree on an upgrade schedule for Customer Software. Services include at least one (1) Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. ▮ will install all Software Upgrades on the ▮ Equipment. Software includes ▮ Application Software, operating system software, database software and any software running on the ▮ Equipment. Any changes to configuration and integration will be handled via a separate SOW.

4.4. Integration(s). ▮ will provide integrations to third party systems as described in the applicable SOW titled AMF Program and TSA Exit Program Statement of Work. Any additional integrations can be provided for a fee as detailed in an incremental SOW. ▮ will provide a standard integration to ▮ Command Center Software as part of the services agreement.

4.5. Data Availability

4.5.1. Online Data Availability: ▮ will make available on a live basis within ▮ and ▮ for ▮ data will be made available for ▮ years. Data older than ▮ months for ▮ and ▮ ▮, and ▮ years for ▮ will be removed from the online database. Additional online data retention periods are available for an incremental fee.

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4.5.2.   <u>Offline Data Availability</u>: ▮▮▮▮▮▮▮ will perform monthly data(base) backup and retain backup copies for ▮▮▮ months. This will extend the offline data availability an additional ▮▮ months to the Online data. Offline data may be retrieved two times per calendar year without any additional fee. Additional offline data retention and offline data retrievals are available for an incremental fee.

## 5.   <u>Customer Responsibilities:</u>

5.1.   <u>Administer Login and Passwords</u>. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer's employees.

5.2.   <u>Support Utility Consumer</u>. Customer is responsible for handling all support for its own end-use consumers.

5.3.   <u>Application Administration</u>. Customer is responsible to provide Customer-selected configurations and maintain access rights.

5.4.   <u>Application Operations</u>. Customer is responsible to provide daily business operations of the Software monitoring jobs; reporting; coordination of issues, etc.

5.5.   <u>Functional Know-how</u>. Customer is required to provide functional support services.

5.6.   <u>IT coordination</u>. Customer is responsible to coordinate management of interfaces to connected customer systems.

5.7.   <u>Transfer File Specifications</u>.  The Customer shall provide the required data to the ▮▮▮▮▮▮▮ in accordance with the file specifications as provided.

5.8.   <u>Upgrades</u>.  Customer is responsible to validate upgrades to Software.

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**SCHEDULE C**

**INFORMATION AND SYSTEM SECURITY AGREEMENT**

Customer has determined that that certain products (e.g., equipment, hardware, or software) or services, work or deliverables ▮▮▮▮▮▮ will provide to Customer under the Agreement (collectively, the "**Products/Services**") involve: (i) access to, receipt, or hosting or storing of Customer's Information (as defined below) external to Customer's systems or networks, (ii) access or connections to Customer IT/OT Technology (as defined below), or (iii) programmable electronic devices or software for use in Customer's information technology ("**IT**") or operations technology ("**OT**") networks, systems and/or environments, making these Information Protection and Technology Security Terms and Conditions ("**IT Security Terms**") attached to this Agreement as Schedule C necessary and appropriate under one or more of Customer's or an Affiliate's policies. Accordingly, Customer and ▮▮▮▮▮▮ agree that the following provisions of the IT Security Terms shall be part of the terms and conditions of the Agreement and to be bound by the IT Security Terms, which are incorporated fully into the Agreement by this reference. ▮▮▮▮▮▮ further acknowledges that compliance with the IT Security Terms is a material consideration for continued ability to provide the Products/Services to Customer in the present as well as the ability to be considered for the potential provision of Products/Services to Customer in the future. All capitalized terms not otherwise defined in the IT Security Terms shall have the meaning set forth in the Agreement. The terms and conditions specified in the IT Security Terms shall govern and control the obligations of ▮▮▮▮▮▮ with regard to the information protection and technology security measures that must be applied to the Products/Services provided by ▮▮▮▮▮▮, and to the extent such terms conflict with the terms in other contractual arrangements between ▮▮▮▮▮▮ and Customer with regard to the security measures that must be applied to the Products/Services, these IT Security Terms shall supersede such conflicting terms.

1. **Certain Defined Terms and Interpretive Guidance.**

   1.1 "**BES Cyber System Information**" shall have the meaning provided in the North American Electric Reliability Corporation ("**NERC**") Glossary of Terms Used in NERC Reliability Standards, as amended, supplemented or modified from time to time (the "**NERC Glossary**").

   1.2 "**Cyber Infrastructure Information**" means security and configuration information related to IT/OT Technology (as defined below) of Customer including, but not limited to, network infrastructure or system design, platforms, processes, methodologies, drawings, configurations, source codes, rule sets, and specifications, not otherwise generally known in the public domain.

   1.3 "**Hosted Information**" means Information (as defined below) received, held, stored, or retained by ▮▮▮▮▮▮ for processing and to be accessed or used by Customer, and/or its customers, affiliates, and/or employees, contractors, or subcontractors.

   1.4 "**Information**" means non-public information of Customer, including, without limitation, Customer Data, information concerning Customer's customers, Usage Data, Confidential Information (as defined in the Agreement), Personal Information (as defined below), Hosted Information, data (electronic or otherwise), business knowledge (intellectual property), information concerning Customer and its business, including the products and services provided under the Agreement, and confidential or proprietary information of any other person or entity, whether, tangible or intangible and in whatever form whether tangible or intangible and in whatever form provided, electronic or digital form or included on any paper/physical records or any printed material, that is either (a) provided by Customer to ▮▮▮▮▮▮ or (b) collected, received, stored, hosted, transmitted, and/or processed by ▮▮▮▮▮▮ from or on behalf of Customer in connection with the provision of the Products/Services to Customer.

   1.5 "**IT/OT Technology**" means, collectively, and to be broadly construed, any and all programmable electronic or digital devices or equipment, electronic, digital, or computer assets, hardware, networks, and systems owned, operated, or used by Customer or its Affiliates, including any software, and applications that reside thereon.

   1.6 "**Personnel Risk Assessment**" means an identity verification and seven (7) year criminal history records check

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that includes: (i) current residence, regardless of duration; and (ii) other locations where, during the seven years immediately preceding the date of the criminal history records check, the individual has resided for six consecutive months or more.

1.7 "**Personal Information**" or "**PII**" means any Information that (a) identifies or relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with, an individual who can be identified directly or indirectly from that data alone or in combination with other Information in ▮▮▮▮▮▮▮'s possession or control or that ▮▮▮▮▮▮▮ is likely to have access to, or (b) the privacy laws applicable to the Information otherwise define as protected personal information, and in either case includes but is not limited to:
- Individually identifiable health information (e.g., health insurance records and information about the past, present, or future physical or mental health or conditions for an individual);
- A first name or first initial and last name in combination with one or more of the following data elements (when the name or element is not redacted):
- Social Security number;
- Driver's license number;
- Other federal, state or tribe-issued identification number;
- Credit card, debit card, or financial account number, or other related information that would permit access to or use of an individual's financial account.

1.8 "**Response Plan**" means the policies and procedures developed and maintained by ▮▮▮▮▮▮▮ by which ▮▮▮▮▮▮▮ proposes to address Security Incidents.

1.9 "**Security Notice**" means (i) any complaint, notice, or communication received by ▮▮▮▮▮▮▮ that relates to the cybersecurity of the Products/Services provided to Customer by ▮▮▮▮▮▮▮, or (ii) information from an independent security ratings service provider chosen by Customer indicating a decline in ▮▮▮▮▮▮▮ 's security rating, a possible breach, or a degradation of patching cadence.

1.10 "**Sensitive Information**" means Information Customer has identified as requiring restricted access, including: (i) Personal Information (as defined above); (ii) other customer or employee nonpublic Personal Information or; (iii) employee or contractor health/benefit information (including that whose handling is governed by HIPAA regulations); (iv) confidential financial information (including bank-account and credit-card numbers); (v) information related to Customer financial reporting or documentation; and (vi) BES Cyber System Information (as defined above).

2. **Ownership of Information; Limited License**. As between the Parties, Information stored, hosted, retained, received, processed, and/or transmitted by ▮▮▮▮▮▮▮ shall remain the property of Customer. To the extent performance of the Products/Services for Customer requires ▮▮▮▮▮▮▮ to have license rights to use Information and such rights are not already granted through the Agreement or another separate written agreement between Customer and ▮▮▮▮▮▮▮, Customer hereby grants ▮▮▮▮▮▮▮ a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use the Information to perform the Products/Services for Customer pursuant to the terms of the Agreement. Under no circumstances shall ▮▮▮▮▮▮▮ obtain any ownership or other rights, title, or interest in Information, except for the license to use Information in the performance of the Products/Services.

3. **Restrictions on Access, Use, and Disclosure.**

3.1 <u>Information</u>. ▮▮▮▮▮▮▮ may not use Information for purposes other than performing the Products/Services. ▮▮▮▮▮▮▮ shall provide access to Customer's Information to ▮▮▮▮▮▮▮ 's employees, personnel, and/or approved subcontractors on a need-to-know basis only, and must ensure that its employees, personnel, and subcontractors are restricted from any use of Information other than for purposes of performing the

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Products/Services. Except as otherwise expressly permitted in writing by Customer, ▮▮▮▮▮ and its subcontractors cannot disclose Information other than as specified for required disclosures in Section 3.5.

3.2 <u>Authorized Use</u>. ▮▮▮▮▮ 's use of, and access and connection(s) to Customer's IT/OT Technology are provided for a specific business purpose and are to be used for that purpose only. Any other use of connections is explicitly prohibited. In the event Customer owned equipment, including computers, is provided to allow ▮▮▮▮▮ to perform the Products/Services for Customer, such equipment shall not be modified without prior written authorization by Customer. ▮▮▮▮▮ hereby agrees to protect Customer's IT/OT Technology from unauthorized use and access and agrees to provide or take such security measures as may be necessary to assure such protection in accordance with security best-practices and the standards set forth herein.

3.3 <u>Cyber Infrastructure Information</u>. Customer's Cyber Infrastructure Information shall be kept confidential by ▮▮▮▮▮. ▮▮▮▮▮ may not use Customer's Cyber Infrastructure Information for any purpose other than performing the Products/Services and may provide access to ▮▮▮▮▮ 's employees, personnel, and/or subcontractors on a need-to-know basis only. Unless otherwise expressly provided in writing, Customer's Cyber Infrastructure Information shall not be disclosed by ▮▮▮▮▮ except as specified for required disclosures in Section 3.5. Physical copies of Cyber Infrastructure Information shall not be made without express permission of Customer and shall be stored in a secured location approved by Customer. Cyber Infrastructure Information, in any media or format, in the possession of ▮▮▮▮▮, including Cyber Infrastructure Information developed by ▮▮▮▮▮ in the course of performing Products/Services, shall either be destroyed or returned to Customer (including any copies thereof) upon termination of the Agreement and/or the Products/Services, unless otherwise agreed to in writing by Customer. To the extent the Parties agree that ▮▮▮▮▮ may retain Cyber Infrastructure Information after termination of the Agreement and/or the Products/Services, ▮▮▮▮▮ shall continue to be obligated to treat as confidential any such Cyber Infrastructure Information so retained with such requirement surviving termination.

3.4 <u>Monitoring Customer's Use of Hosted Information</u>. ▮▮▮▮▮ shall not analyze such Information or monitor the use of Hosted Information by Customer, and/or its customers, users, affiliates, or employees, contractors, or subcontractors, for any purpose other than providing the Products/Services to Customer. ▮▮▮▮▮ may aggregate and disseminate for ▮▮▮▮▮ 's internal purposes usage statistics of Customer and other users only in such a manner that Customer and its customers, users, affiliates, employees, contractors, or subcontractors cannot be identified in any way, and Customer's usage cannot be identified. Information usage patterns of Customer are owned by Customer and shall be treated by ▮▮▮▮▮ as confidential Information of Customer.

3.5 <u>Required Disclosures</u>. Except as otherwise expressly permitted in writing by Customer or specified in the Agreement or these IT Security Terms, ▮▮▮▮▮ shall not disclose Information or Cyber Infrastructure Information other than to the minimum extent required by law or a governmental authority having jurisdiction over ▮▮▮▮▮. In the event of such required disclosure, ▮▮▮▮▮ shall notify Customer in advance of any such required disclosure, to seek available protective measures for such disclosure (such as filing under cover, in camera review, or through other confidential means) and must reasonably cooperate with any decision by Customer to seek to condition, minimize the extent of, or oppose such disclosure.

3.6 <u>Personnel Risk Assessment</u>. Unless otherwise expressly provided in writing, a Personnel Risk Assessment is required for each of ▮▮▮▮▮ 's employees, agents, or representatives for which it seeks access or continued access to Customer's Information and/or IT/OT Technology. ▮▮▮▮▮ shall conduct, or cause to be conducted, a Personnel Risk Assessment for each of its employees, agents, or representatives for which it seeks access or continued access to Customer's Information and/or IT/OT Technology. Upon request, ▮▮▮▮▮ shall provide Customer with an acceptable statement or attestation confirming completion of a successful Personnel Risk Assessment. In the alternative, ▮▮▮▮▮ shall, upon written request by Customer, provide evidence of similar organizational measures/mechanism for assessing personnel risk posture, which may include, but not limited to, background checks, training and assessments, etc. ▮▮▮▮▮ shall require a

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Subcontractor or non-employee ▮▮▮▮▮▮ Personnel who have access to Customer or BA Information or IT/OT Technology to perform a Personnel Risk Assessment on its employees, agents or representative. In addition, ▮▮▮▮▮▮ shall request a similar attestation from the Subcontractor as requested to ▮▮▮▮▮▮ from Customer. ▮▮▮▮▮▮ represents and warrants that it requests Subcontractors to execute nondisclosure agreements with as restrictive covenants as Customer requires of ▮▮▮▮▮▮. Customer reserves the right to deny or revoke access to Information and IT/OT Technology to any individual for which a successful Personnel Risk Assessment cannot be confirmed.

4. **User Authentication and Access Control**. ▮▮▮▮▮▮ shall provide the ability for Customer to utilize strong credentials when authenticating into the service. ▮▮▮▮▮▮ shall require the use of strong authentication practices, including, but not limited to, unique user-IDs and passwords, for each authorized individual that requires access to Cyber Infrastructure Information, Information, and IT/OT Technology. User access to the OT environment requires multi-factor authentication and sessions are recorded. Field Tech access to the ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮. Passwords are subject to system-enforced complexity parameters ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ ▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮.

   4.1 Password Management. ▮▮▮▮▮▮ password and authentication schemes shall be consistent with and modeled after the Center for Internet Security ("**CIS**") Benchmark standards, applicable special publications of the National Institute of Standards and Technology ("**NIST**"), or standards promulgated by the ISO; or ▮▮▮▮▮▮ shall use passwordless (multi-factor) authentication.

   4.2 Audit Trail. ▮▮▮▮▮▮ shall log all access and access attempts to Hosted Information or Information on ▮▮▮▮▮▮ systems or networks (including the systems or networks of any approved subcontractor), and IT/OT Technology. Such logs shall be maintained for each access for a minimum ▮▮▮▮▮▮ following such access to allow for forensic analysis in the event of a potential Security Incident or unauthorized access event. During such one (1) year period, ▮▮▮▮▮▮ shall maintain such logs such that they can be promptly retrieved at the request of Customer.

   4.3 Access Management and Terminations. ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮ ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮. In the event that (i) the relationship is severed between ▮▮▮▮▮▮ and any of its employees, agents, or representatives with such access, (ii) ▮▮▮▮▮▮ otherwise becomes aware of any information that would cause a reasonable employer to be concerned about continuing to provide access to ▮▮▮▮▮▮'s employee(s), agent(s), or representative(s) with such access, or (iii) ▮▮▮▮▮▮ determines that ▮▮▮▮▮▮'s employee(s), agent(s), or representative(s) no longer needs such access, ▮▮▮▮▮▮ shall notify Customer that access should be revoked for such individual(s) within no longer than ▮▮▮▮▮▮ hours of such event. ▮▮▮▮▮▮ shall take all steps reasonably necessary to assist in the immediate removal of access to such individual(s), including, but not limited to, the removal of the multi-factor authenticator provided to individuals whose access is terminated and returning said authenticator to Customer.

5. **Remote Access**. To the extent that ▮▮▮▮▮▮ is provided remote access to IT/OT Technology, ▮▮▮▮▮▮ shall comply with Customer policies and controls governing remote access.

   5.1 User-Initiated Interactive Remote Access. ▮▮▮▮▮▮ shall coordinate with Customer to ensure that all user-initiated access by ▮▮▮▮▮▮ employees, agents, or representatives (including sub-contractors) employing a remote access client or other remote access technology using a routable protocol uses (i) multi-factor authentication technology, approved by Customer, and (ii) encryption technology, approved by Customer. Depending on the security classification of the IT/OT Technology by Customer, ▮▮▮▮▮▮ may be required to use an intermediate system that is either provided or approved by Customer for such remote access. In the

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event that an intermediate system is required, █████████'s encryption technology must terminate at such intermediate system. █████████ warrants and affirms that system-to-system remote access connectivity shall not be used by its employees, agents, or representatives (including sub-contractors) to bypass user-initiated remote access controls, if applicable.

5.1.1 Customer may provide its standard VPN software for use by █████████ if requested. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER ALSO DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE), REGARDING THE VPN SOFTWARE AND █████████ RELEASES AND DISCHARGES CUSTOMER FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES, IN CONNECTION WITH █████████'S USE OF THIS VPN SOFTWARE.

5.2 <u>System-to-System Remote Access</u>. System-to-system remote access shall not be enabled by █████████ without written approval of Customer. If system-to-system remote access is necessary or required to support the Products/Services, █████████ agrees to coordinate with Customer to implement appropriate security controls.

5.3 <u>System Inactivity Timeouts</u>. Clients and servers residing on the █████████ internal network used to connect to, or access IT/OT Technology shall employ automatic system inactivity lockouts. An example would be a password-protected screen saver that engages automatically based on a specified period of inactivity. This default inactivity timeout should be set for no more than █████████. Where practical, this timeout shall be enforced through policy settings on the connected workstation or server.

5.4 <u>Split Tunneling</u>. Split tunneling is prohibited when connected to OT Technology.

5.5 <u>Network Isolation</u>. Where remote access is enabled, █████████ shall provide support for the potential isolation of Customer IT/OT Technology from █████████'s networks or systems. █████████ shall provide all technical information necessary to facilitate the failsafe and effective construction of appropriate firewall rules, including full disclosure of which hosts need to communicate through each firewall interface and what protocols and ports those hosts utilize.

6. **Separation of Information.** █████████ shall maintain Information such that other customers and clients of █████████ and other third parties (excluding subcontractors of █████████ operating under customary confidentiality agreements for and on behalf of █████████ for the purposes of system development and/or maintenance) do not have access to such Information. If █████████ is utilizing a shared hosting model or shared storage with respect to Information, industry security best practices shall be employed to ensure Customer information is properly segregated from other information hosted by █████████.

7. **Security Standards.**

7.1 <u>Information Protection</u>. █████████ represents and warrants that the Products/Services and █████████'s data and information security policy and practices include reasonable and appropriate administrative, technical, and physical safeguards that are risk-based; are appropriate to the nature of information being secured; meet or exceed generally accepted best practices, and are designed, implemented, and maintained (and periodically reviewed and updated) to appropriately safeguard information against intrusion, theft, ransomware, malicious codes or viruses, destruction, loss, alteration, unauthorized access, and/or interference by third parties. █████████ shall implement and maintain a comprehensive written data and information security policy and appropriate practices, and █████████'s data and information security policy and practices shall (a) comply with all Applicable Data Privacy and Data Security Laws; (b) protect against any anticipated or actual threats or hazards to the confidentiality, availability, or integrity of data and information, including Personal Information and from the loss of data or information; (c) if the Information includes credit, debit, or other payment cardholder information, comply at all times with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly

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implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS; (d) include training and security awareness programs for the personnel of ████████ and any approved subcontractors who have access to Information; and (e) be modeled after and generally conform to applicable special publications from NIST or the standards promulgated by the ISO. Customer reserves the right to review, upon prior written request to ████████, ████████'s policies, procedures and practices used to maintain the privacy, security and confidentiality of data, information and general cyber security. This review may be in the form of virtual sharing of pertinent documents so that Customer will not retain any physical or electronic copies. Such written request shall be reasonable and not excessive.

7.1.1 Without limitation of the above, ████████ shall: (i) proactively monitor vulnerabilities and rectify any such vulnerabilities that concern the ████████ 's systems or networks (including any systems or networks of approved subcontractors that process or store any Information); these vulnerabilities shall be evaluated and patched in a timing commensurate with the risk and mitigation of that risk; (ii) engage a reliable third-party vendor to perform annual or more frequent penetration testing on systems or networks that store or process data or information, on an annual basis, with a summary of such testing to be provided to Customer upon request to ████████; (iii) prohibit ████████ 's and any approved subcontractor's personnel from transporting or transmitting Information in any form (paper or electronic) and on any media to their homes, personal computers, personal e-mail accounts, personal devices or personal media; however, working remotely can be accommodated as long as work is performed in on ████████ issued hardware, software, and devices with appropriate physical/electronic safeguards implemented with communication to ████████ 's corporate systems or networks via a secure communication channel and otherwise in compliance with Section 5; all except as may otherwise be expressly permitted by Customer in advance in writing; (iv) change default security settings (such as default passwords) and promptly install security updates and patches made available by the vendors of any of the third party software or other products used in connection with the collection, processing, storage or distribution of Information; (v) employ adequate authentication protocols for online account access to prevent unauthorized users from accessing accounts with access to Information; (vi) refrain from attempting to re-identify Personal Information that has been provided to ████████ in a de-identified form or that ████████ is only permitted to use in a de-identified form; (vii) adopt and utilize up-to-date and fully supported technologies for the safe, secure and accurate collection, processing, storage, and distribution of the Information; (viii) absent Customer's advance written approval, refrain from reassigning to a third party an internet protocol (IP) address previously assigned to Customer for use in connection with ████████ 's performance of the Products/Services; and (ix) utilize a software development quality assurance program that considers use and misuse cases.

7.1.2 ████████ shall take all necessary and reasonable steps to protect the Information against any unauthorized access or improper use during both storage (while "at rest") and transmission while in ████████ 's (including its approved subcontractors') care, custody, or control. Such steps must include protections for both physical and electronic data.

7.1.3 Protection of Information in storage (including storage on any portable device, including laptops, or removable storage media, including USB drives and backup tapes) shall include encryption of Information using an encryption product/technology that meets or exceeds industry best practices for encryption while in transit or at rest. Protection of Information during transmission shall include the encryption of Information sent over a data network connection, including the Internet or ████████ 's internal network connections as well as any connections to third parties, using a secure, encrypted communications method that meets or exceeds industry best practices for encryption.

7.1.4 In performing obligations hereunder, ████████ may obtain or have access to, or otherwise store, process or transmit, Personal Information of Customer's employees, other personnel, agents, officers, directors, contractors, subcontractors, customers, potential and prospective customers, dealers, suppliers,

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and/or other persons. ████████ acknowledges that it is responsible for the security of Personal Information that it receives or accesses in performing the Products/Services; and ████████ shall at all times maintain appropriate information-security measures with respect to such Personal Information in a manner consistent with Applicable Data Privacy and Data Security Laws. Without limiting the foregoing, ████████ shall comply with all applicable laws pertaining to privacy, data security, data protection, consumer protection, email and other digital marketing, telecommunication (including text message) marketing, and workplace privacy in connection with ████████ 's handling of Personal Information.

7.1.5 ████████ expressly agrees that it will not copy, store, download, or otherwise save Customer's BES Cyber System Information on ████████ 's systems or networks without the express, prior written permission of Customer. ████████ further acknowledges that the creation of a repository for BES Cyber System Information (whether intentional or inadvertent) on ████████ 's systems or networks may trigger additional compliance and regulatory requirements, as well as costs, and that ████████ shall be responsible for any such costs and penalties assessed against Customer, and/or for meeting such compliance and regulatory requirements at ████████ 's expense, as a result of the creation of such repository without Customer's express prior written consent.

7.2 <u>Return or Disposal</u>. As soon as possible after Customer Information (or a portion thereof) is no longer needed by ████████ in connection with provision of the Products/Services, and in any event at any time upon Customer's request, for any reason, including or upon termination of the Agreement or any other contractual arrangement under which ████████ provides the Products/Services to Customer: (a) such Information in ████████ 's possession or control (including the possession or control of any approved subcontractors) shall, upon Customer's written request, be returned in an agreed-upon format (or in the absence of an agreement, in the format in which received) to Customer by ████████ , or at Customer's request destroyed (including without limitation, with respect to any hard copy, cross-shredded); (b) to the extent requested by Customer, all electronic copies of Information in ████████ 's possession or control shall be deleted, including wherever applicable through the use of secure erase over-writing software on storage devices containing such Information as detailed in the NIST Guidelines for Media Sanitization (NIST Special Publication 800-88), in a manner that makes Information non-readable and non-retrievable; and (c) ████████ shall certify to Customer, upon Customer´s written request, in writing, that ████████ has complied with its obligations under this Section. Upon disposal under any of the above circumstances, unencrypted Information contained in print or electronic or digital media shall be shredded, destroyed, or modified so that it is irretrievable and unreadable. ████████ shall not charge any additional fees or impose any conditions for complying with the obligations in this Section. Unless Customer instructs ████████ to retain all remaining Customer Data (including existing copies) from ████████ 's systems at the end of the Term or any Transition Services, ████████ shall delete all remaining Customer Data within 30 days.

7.3 <u>Malware Protection</u>. Effective virus and malware protection software shall be run and maintained on all of ████████ 's systems and assets (e.g., workstations, servers, and other configurable devices to the extent technically feasible) with remote or direct connections to IT/OT Technology and/or that store or host Information. The virus signature files on these devices shall be updated in a timely manner as new releases are made available by the malware software supplier, preferably in an automated fashion.

7.4 <u>Security Patching</u>. Effective patch management practices shall be used on all of ████████ 's systems and assets (e.g., workstations, servers, and other configurable devices to the extent technically feasible) with remote or direct connections to IT/OT Technology and/or that store or host Information. ████████ shall implement software patch management practices consistent with standards promulgated by NIST or the ISO.

7.5 <u>Logging/Monitoring</u>. ████████ shall employ services and practices that log and monitor for Security Incidents. Such logs shall be routinely reviewed for possible unauthorized access attempts or system intrusions, and

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appropriate corrective actions taken by ███████ 's system administrators. Security logs shall be maintained for at ██████████████, with such retention requirement surviving termination of this Agreement.

7.6 <u>Open-Source Software</u>. Use of open-source software in connection with the Products/Services provided by ███████ or on ████████ systems connected to IT/OT Technology is permitted only if such open-source software is used with all applicable security updates, in compliance with the applicable license, and in a manner that does not jeopardize the security of any Information or systems or networks that process or store Information. ████████ shall actively monitor such open-source software for vulnerabilities using static and dynamic code analysis.

8. **Litigation Holds.** ████████ will reasonably cooperate with Customer, at Customer's reasonable expense in a request for a litigation hold with the effect of (a) preventing deletion of some or all Customers Information on ████████ 's systems or networks for the duration of any such litigation hold (including the suspension of automated processes as necessary to prevent such deletion), or (b) causing ████████ to deliver such Information to Customer for preservation. In the event of termination of the Agreement or other contractual arrangement under which ████████ provides the Services to Customer at a time when such a litigation hold is in effect, ████████ shall return to Customer all Information subject to such hold without alteration. Customer shall pay the reasonable expenses ████████ actually incurs with respect to a litigation hold with reasonably sufficient documentation evidencing such expenses.

9. **Secure Installation.** In instances where ████████ is providing installation services as a part of the Products/Services, ████████ shall perform such installation in accordance with Customer specifications. Furthermore, ████████ shall ensure that all unnecessary software, services and ports on the installed system(s) are removed or disabled. The most current available operating system updates and patches should be applied and tested as an integral part of the initial installation. Logging functionality should be enabled to capture login activity.

10. **Notification of Security Incident.** In the event that ████████ learns or has reason to believe or confirms that a Security Incident has occurred, ████████ shall notify Customer of such suspected event promptly, but no later than ██████████████ following ████████ 's discovery of such potential Security Incident. In addition, notification shall be no later than ████████ or suspected ransomware and other similar intrusions where timing is critical to stopping proliferation and propagation and ████████ has any access to IT/OT Technology or is Hosting Information. Notice of the Security Incident shall be sent to:

> Customer IT Security via:
> Email: ████████████████████
> Telephone: ████████████

10.1 <u>Contents of Notice</u>. ████████ shall include the following information in a notification of a Security Incident to the extent such information is available and may be permissibly shared: (i) the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known); (ii) type of Security Incident (i.e., data breach, malware, ransomware, etc.); (iii) extent of the Security Incident and its known impact to Customer; (iv) primary business contact person (name, email, and phone) for ████████ ; (v) primary IT cyber security contact person for ████████ (name, email and phone); (vi) a summary of the facts and circumstances of the Security Incident and the suspected impact or vulnerabilities caused by the Security Incident, including an identification of Products/Services known or reasonably believed to have been impacted; (vii) a description of responsive actions being undertaken by ████████ (immediate, intermediate, and long-term); (viii) recommendations for actions that may be undertaken by Customer to mitigate, isolate, or eliminate any risks posed by the Security Incident; and (ix) exposure areas and risks to Customer.

10.2 <u>Actions</u>. ████████ shall immediately take measures as appropriate to preserve evidence (including, as applicable, images of drives, as well as inbound and outbound network logs, application logs, internet traffic logs, firewall logs, router information or logs from any packet capture, network monitoring, intrusion detection or security event and incident management systems for any parts of the network accessible from the

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potentially affected equipment). All steps taken in responding to a Security Incident shall be properly documented and chain of custody shall be maintained for any images captured. ██████ shall be responsible for the actual and reasonable costs (whether incurred by ██████ or Customer) of responding to and mitigating any Security Incident resulting from ██████ nonperformance of its responsibility per this contract, including, but not limited to, actual and reasonable costs associated with investigation and identification of the nature and scope of such Security Incident (including reasonable attorneys' fees) and, as directed and approved by Customer in its discretion subject to applicable law: notification of any individuals whose privacy is potentially impacted; notification of and responding to inquiries from regulators as necessary or appropriate; and providing identity protection and credit-monitoring or similar services to any individuals whose privacy is potentially impacted. ██████ shall cooperate with Customer in investigating and responding to the foregoing, notifying customers or other affected individuals, and seeking injunctive or other relief from and against any person or persons who have violated or attempted to violate the confidentiality or security of Information. In event that a Security Incident involves any payment cardholder data, ██████ shall also pay or reimburse Customer for associated costs, fees, and fines imposed by credit card associations, merchant banks or financial account institutions, and costs passed on by individual card companies, banks and other financial institutions, such as the costs of issuing replacement cards, fraud liability, chargebacks, compromise fees, and other remediation costs.

10.3 <u>Updates</u>. ██████ shall provide updates to Customer addressing any new facts and circumstances learned after the initial notification of a Security Incident and shall provide such updates within a reasonable time after learning of those new facts and circumstances. ██████ shall cooperate with Customer in Customer's efforts to determine the risk posed by a suspected or confirmed Security Incident, including providing additional information regarding the Security Incident upon request from Customer.

11. **Coordination of Response**. ██████ agrees to coordinate its response to a confirmed or suspected Security Incident with Customer as necessary to prevent or limit, to the fullest extent possible, impact to Customer operations, Information, and IT/OT Technology.

11.1 <u>Development and Implementation of a Response Plan</u>. ██████'s Response Plan shall be consistent with standards and guidance promulgated by the NIST or ISO. ██████'s Response Plan shall address communications between ██████ and Customer in the event of a Security Incident, mitigation of the harmful effects of Security Incidents, remediation of any vulnerabilities and security risks posed by the Security Incident and recovery of impacted IT/OT Technology or Information, actions to prevent the recurrence of the same or similar Security Incidents, and documentation and document retention requirements.

11.2 <u>Immediate Response</u>. Immediately upon identification of a Security Incident related to the Product/Services provided to Customer, ██████ shall implement its Response Plan and shall provide Customer with guidance and/or recommendations to mitigate, contain, or eliminate any risks posed to Customer or Customer's operations, Information, and/or IT/OT Technology.

11.3 <u>Remediation and Recovery</u>. ██████ shall provide Customer with timely updates on the progress of remediation and recovery efforts including guidance and recommendations for long term remediation of any cyber security risks posed to Customer and IT/OT Technology as well as any information necessary to assist Customer in any recovery efforts undertaken by Customer in response to the Security Incident.

11.4 <u>Response to a Security Notice.</u> In the event that ██████ is the recipient or subject of a Security Notice, ██████ agrees to investigate the identified security concerns, implement responsive actions to improve ██████'s security score or otherwise remediate the identified security issues, and communicate with Customer regarding responsive actions undertaken. ██████ agrees to provide Customer with a remediation plan, including timelines and actions, at Customer's request.

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12. **Disclosure of Security Vulnerabilities**. ▮▮▮▮▮ agrees to implement procedures acceptable to Customer to address the disclosure or provision of notice to Customer of critical or high security vulnerabilities related to the Products/Services provided to Customer and the remediation of such vulnerabilities, including coordination with Customer during and after the remediation process.

   12.1 Disclosure Prior to Delivery. Prior to the delivery of the Service, ▮▮▮▮▮ shall provide summary documentation of critical or high security vulnerabilities in the procured Products/Services, the potential impact of such vulnerabilities, the status of ▮▮▮▮▮ 's efforts to mitigate said security vulnerabilities, and ▮▮▮▮▮ 's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

   12.2 Notice Upon Discovery. ▮▮▮▮▮ shall promptly notify Customer after becoming aware of critical or high-risk security vulnerability in the Products/Services provided to Customer at any time during the term of the Agreement, or, in the case of firmware or hardware, at any time after the sale of the equipment, hardware, or other device containing the firmware to Customer. Such notice shall be provided to Customer as soon as practicable and shall at the latest be provided within ▮▮▮▮▮ after such vulnerabilities become known to ▮▮▮▮▮. Summary documentation of the security vulnerability or material defect shall accompany the notice and shall include a description of each security vulnerability or material defect, potential impact of such vulnerabilities, root causes (to the extent available), and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.

13. **Verification of Software and Firmware Integrity**. ▮▮▮▮▮ shall establish, document, and implement risk management practices for supply chain delivery of software (including patches), firmware, and programmable or configurable hardware provided to Customer. ▮▮▮▮▮ shall provide similar oversight, using its secure supply chain procedures, for components provided by sub-suppliers.

   13.1 Software Development. To the extent that ▮▮▮▮▮ developed or is developing software or applications as a part of the Products/Services, ▮▮▮▮▮ attests that ▮▮▮▮▮ has implemented a development program modeled after and consistent with industry best practices like Open Web Application Security Project ("**OWASP**") Application Security Fragmentation or Department of Defense ("**DoD**") Application Security and Development Security Technical Implementation Guide ("**STIG**"). Furthermore, ▮▮▮▮▮ shall use a software development quality assurance program that considers use and misuse cases. In addition, ▮▮▮▮▮ 's data and information security policy and practices should include a Risk Analysis and Threat Modeling, such as STRIDE or use of the MITRE ATT&CK Matrix

   13.2 Secure Delivery. ▮▮▮▮▮ shall specify how digital delivery for procured products (i.e., software and applications) including patches will be validated and monitored to ensure the digital delivery remains as specified. If Customer deems that it is warranted, ▮▮▮▮▮ shall apply encryption to protect procured products throughout the delivery process. ▮▮▮▮▮ shall demonstrate chain-of-custody documentation for critical firmware and programmable or configurable hardware as determined by Customer in its sole discretion and require tamper-evident packaging for the delivery of these products.

   13.3 Patching. ▮▮▮▮▮ represents and warrants that procured products (including third-party hardware, software, firmware, and services) have appropriate security updates and patches installed prior to delivery to Customer. ▮▮▮▮▮ shall provide appropriate software and firmware security updates and patches promptly to remediate discovered vulnerabilities or weaknesses. Security updates or patches to remediate critical and high-risk vulnerabilities shall be provided within a shorter period than other updates.

   13.4 Patch Validation. ▮▮▮▮▮ will use reasonable efforts to investigate and confirm that no viruses or malware are present in any software or patches before providing such software or patches to Customer. If ▮▮▮▮▮ provides software or patches to Customer, ▮▮▮▮▮ shall publish or provide a hash conforming to the

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Federal Information Processing Standard ("**FIPS**") Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Customer to use the hash value to independently verify the integrity of the software and patches.

13.5 <u>Unsupported Products and Services</u>. Unless otherwise approved by the Customer in writing, current or supported version of ██████████ Products/Services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).

13.6 ██████████ **WARRANTS THAT IT HAS NO KNOWLEDGE OF ANY VIRUSES, MALWARE, OR SPYWARE IN ANY SOFTWARE, FIRMWARE, PATCHES, OR UPDATES PROVIDED TO CUSTOMER.**

13.7 <u>Introduction of Virus or Malware</u>.

Each party agrees that it shall use current industry anti-virus measures to detect, prevent and remove Illicit Code from its systems. ██████████ shall use best efforts, using industry standard practices within the utility industry, to ensure that no Illicit Code (as defined herein) is coded or introduced into Customer's or BA's systems, the Services by ██████████ or ██████████'s representatives, its Subcontractors or ██████████ Personnel. If either party becomes aware that Illicit Code has infected a relevant network or system of such Party relevant to the Services, the parties will work together to mitigate any potential adverse effect. Each party shall take commercially reasonable precautions to avoid, prevent, stop, find and eliminate the spread of all Illicit Code on its hardware systems and networks. In the event that any Illicit Code is found to have been coded or introduced into (i) any software provided by the ██████████ or (ii) Customer's systems by the ██████████ or ██████████'s representatives, the ██████████ shall, at no cost to Customer, assist Customer in reducing the effects of the Illicit Code, including assisting Customer in mitigating and restoring any damaged or lost data; provided, however, if it is confirmed and evidenced that the Illicit Code was attributable to Customer, then Customer shall reimburse ██████████ for costs associated with its actions. "Illicit Code" means any program, routine, device or other undisclosed bomb, virus, software lock, Trojan horse, drop-dead device, worm, malicious logic or trap door, that has the effect of, deleting, disabling, deactivating, interfering with or otherwise harming Customer's software, hardware, data, any transmitting or activating computer program, or any hardware-limiting or services-limiting function (including, but not limited to, any key, node lock, time-out or other similar functions), whether implemented by electronic or other means.

14. **For Cloud Contractors Only Availability.** ██████████ shall employ industry best practices to ensure Hosted Information backup or establish effective replication of information to a secondary disaster recovery site for failover, in the event of disaster. ██████████ shall, upon written request, provide evidence to demonstrate commitment to active and successful replication of Hosted Information to failover site. Service level reliability with respect to Hosted Information shall be █████ or as otherwise set forth in the contractual arrangement(s) under which ██████████ provides Products/Services to Customer.

14.1 <u>Information Recovery</u>. In the absence of a mutually agreed upon service level agreement or equivalent agreement expressly providing to the contrary, ██████████ shall maintain the ability to complete Hosted Information recovery within ██████ after a Hosted Information loss. ██████████ shall include Customer as applicable in its standard disaster recovery plan such that the Products/Services can be made available.

14.2 <u>For High Risk CSP Data Portability</u>. ██████████ agrees to coordinate with Customer to ensure Hosted Information is transferable via an application programming interface or other mutually agreed upon means, to prevent disruption in availability to Customer.

15. **Country of Origin.** ████████████████████████████████████
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16. **Information Location.** Customer shall select the geographic location of the data center(s) in which Customer's Hosted Information is stored. Unless otherwise expressly authorized in writing by Customer, if Customer selects a primary data center in North America, all of Customer's Hosted Information shall be stored in the United States of America and/or Canada. ██████ shall notify Customer when changes occur to the data center locations within the aforesaid locations where Customer Hosted Information will be stored.

17. **Attestations.**

    17.1 ██████ ████████████████████████████████████████████████ ████████████
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18. **Reserved.**

19. **Changes in Vendor Risk Questionnaire Responses**. ██████ shall promptly notify Customer of any changes in programs, processes, or controls that were the basis for or included in ██████ 's response to Customer's vendor risk questionnaire. To the extent practicable, ██████ shall provide notice to Customer of changes to material security controls related to the Products/Services provided to Customer prior to the implementation of such changes. ██████ agrees to discuss any such changes in good faith with Customer to achieve a mutually acceptable resolution and/or mutual agreement on other mitigating measure(s) to relieve any concerns Customer may have as a result of the change or proposed change.

20. **Auditing.** Customer retains the right to periodically review (including virtually) the security policies, practices and standards of ██████ as pertains to the Products/Services, security of Information, or access to Customer IT/OT Technology. Customer, upon written notice to ██████, may choose to perform one (1) additional audit per calendar year within a maximum duration of two (2) business days. Such an additional audit is permissible if it entails investigations outside the scope of work captured in the SOC report provided by ██████ to Customer. All fees and costs for this audit shall be incurred by Customer except in the event an audit identifies a breach of any terms of this Schedule C.

21. **Obligations Regarding Subcontractors, Agents, and Representatives.** Except with respect to staff-augmented subcontractors, ██████ shall not provide Information or access rights to Information to any subcontractor or other third party without the express, advance written consent of Customer (including as may be provided in the Contract) (each such subcontractor or third party as to which Customer so consents, an "approved subcontractor") Before ██████ discloses or otherwise provides access to Information to any approved subcontractor, Service ██████ agrees to require all subcontractors, agents, and representatives involved in the performance of ██████ 's obligations under contracts, service agreements, work/purchase orders, or other arrangements with Customer to comply with the provision of this Agreement in the same manner as ██████. ██████ shall be liable to Customer for any breaches of this Agreement by its subcontractors, agents, and representatives.

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# SCHEDULE D
## SUPPLEMENTAL TERMS TO SCHEDULE C

The following Terms supplement Schedule C, to the extent applicable. In the event of a conflict between Schedule C and Schedule D, Schedule C shall control.

| 2 | Definitions |
|---|---|
| 2.2 | Capitalized terms defined in the Agreement apply to these Terms. In addition, in these Terms: <br><br> "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. <br><br> "**European Data Protection Law**" means, as applicable: (a) the GDPR; and/or (b) the Swiss FDPA. <br><br> "**Instructions**" has the meaning given in Section 5.2.1 (Customer's Instructions). <br><br> "**Non-European Data Protection Law**" means data protection or privacy laws in force outside the EEA, the UK and Switzerland. <br><br> "**Subprocessor**" means a third party authorized as another processor under these Terms to have logical access to and process Customer Data in order to provide parts of the Services. <br><br> "**Swiss FDPA**" means the Federal Data Protection Act of 19 June 1992 (Switzerland). <br><br> "**Term**" means the period from the Terms Effective Date until the end of ████████ 's provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which ████████ may continue providing the Services for transitional purposes. |

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| | | "**Terms Effective Date**" means the date on which Customer accepted, or the parties otherwise agreed to, these Terms.<br><br>"**UK GDPR**" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act. |

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|---|---|---|
| 5.2 | | **Scope of Processing** |
| 5.2.1 | | **Customer's Instructions**. Customer instructs ███████ to process Customer Personal Data only in accordance with applicable law: (a) to provide, secure, and monitor the Services; (b) as documented in the form of the Agreement (including these Terms); and (c) as further documented in any other written instructions given by Customer and acknowledged by ███████ as constituting instructions for purposes of these Terms (collectively, the "**Instructions**"). ███████ shall process the Personal Data solely for the purposes of the performance of this Agreement and within the limits and under the conditions set out in this Agreement. |
| 5.2.2 | | ███████ **'s Compliance with Instructions**. ███████ will comply with the Instructions unless prohibited by applicable law. |
| 5.2.3 | | **Instruction Notifications**. ███████ will immediately notify Customer if, in ███████'s opinion: (a) applicable law prohibits ███████ from complying with an Instruction; (b) an Instruction does not comply with applicable law; or (c) ███████ is otherwise unable to comply with an Instruction, in each case unless such notice is prohibited by applicable law. This Section does not reduce either party's rights and obligations elsewhere in the Agreement. |

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| 6 | | **Data Deletion** |
| 6.1 | | **Deletion by Customer**. ███████ will enable Customer to delete Customer Data during the Term in a manner consistent with the functionality of the Services. If Customer uses the Services to delete any Customer Data during the Term and that Customer Data cannot be recovered by Customer, this use will constitute an Instruction to ███████ to delete the relevant Customer Data from ███████'s systems in accordance with applicable law. ███████ will comply with this Instruction as soon as reasonably |

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|  |  | practicable and within a maximum period of 180 days, unless European Law requires storage. |
|  |  |  |

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| 7.2 |  | **Data Incidents** |
| 7.2.1 |  | Incident Notification. ▮▮▮▮▮ will notify Customer within ▮▮▮▮▮ after becoming aware of a Data Incident, and promptly take reasonable steps to minimize harm and secure Customer Data. |
| 7.2.2 |  | **Details of Data Incident**. ▮▮▮▮▮'s notification of a Data Incident will describe: the nature of the Data Incident including the Customer resources impacted; the measures ▮▮▮▮▮ has taken, or plans to take, to address the Data Incident and mitigate its potential risk; the measures, if any, ▮▮▮▮▮ recommends that Customer take to address the Data Incident; and details of a contact point where more information can be obtained. If it is not possible to provide all such information at the same time, ▮▮▮▮▮'s initial notification will contain the information then available and further information will be provided without undue delay as it becomes available. |
| 7.2.3 |  | **Delivery of Notification**. Notification(s) by Customer to ▮▮▮▮▮ of any Data Incident(s) will be delivered to ▮▮▮▮▮. |
| 7.2.4 |  | **No Assessment of Customer Data by ▮▮▮▮▮**. ▮▮▮▮▮ has no obligation to assess Customer Data in order to identify information subject to any specific legal requirements. |
| 7.2.5 |  | **No Acknowledgement of Fault by ▮▮▮▮▮**. ▮▮▮▮▮'s notification of or response to a Data Incident under this Section 2 (Data Incidents) will not be construed as an acknowledgement by ▮▮▮▮▮ of any fault or liability with respect to the Data Incident. |
| 7.3 |  | **Customer's Security Responsibilities and Assessment**. |
| 7.3.1 |  | **Customer's Security Responsibilities**. Without prejudice to ▮▮▮▮▮'s obligations under Sections 1 (▮▮▮▮▮'s Security Measures, Controls and Assistance) and 7.2 (Data Incidents), and elsewhere in the Agreement, Customer is responsible for its use of the Services and its storage of any copies of Customer Data outside ▮▮▮▮▮'s or ▮▮▮▮▮'s Subprocessors' systems, including:<br>a.  using the Services to ensure a level of security appropriate to the risk to the Customer Data; |

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| | |
|---|---|
| | b. securing the account authentication credentials, systems and devices Customer uses to access the Services; and |
| | c. backing up its Customer Data as appropriate. |

| | |
|---|---|
| 11.1 | **Consent to Subprocessor Engagement.** Customer specifically authorizes the engagement as Subprocessors of those entities listed below and Customer generally authorizes the engagement as Subprocessors of any other third parties ("New Subprocessors"). |
| 11.4 | **Opportunity to Object to Subprocessor Changes** <br><br> a. When any New Subprocessor is engaged during the Term, ███████ will, at least 30 days before the New Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform). <br><br> b. Customer may, within 90 days after being notified of the engagement of a New Subprocessor, object by immediately terminating the Agreement for convenience by notifying ███████. |

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| **12** | **Data Protection Officer; Processing Records** |
| 12.1 | **███████'s Data Protection Officer.** ███████'s Data Protection Officer will provide prompt and reasonable assistance with any Customer queries related to processing of Customer Personal Data under the Agreement and can be contacted at ███████████████ and/or via such other means as ███████ may provide from time to time). |
| 12.3 | **Controller Requests.** During the Term, if ███████'s Data Protection Officer receives a request or instruction from a third party purporting to be a controller of Customer Personal Data, ███████ will advise the third party to contact Customer |

APPENDIX 1: Personal Data Processing Characteristics

1. Description of the Processing of Personal Data

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Details on the processing of Customer Data are set out in the Agreement. Customer Data is processed to enable the Customer to use the Services. The Processing takes place for the term of the Agreement and as long as Customer uses the Services.

Categories of Customer Data include all data required to render and provide the Services, including Customer Data relating to the electrical grid, meters and related Services such as data on metering point data, metering point state, metering data, end device id, end device event, Customer's end consumer contract data, electricity product, system user details, metering point picture and work order data. Affected data subjects are Customer, its employees, partners, end-customers and other data subjects where their data is processed as part of the Services.

2. List of ▮▮▮▮▮▮▮ authorized Subprocessors

| # | Name | Country | Processing carried out |
|---|------|---------|------------------------|
| 1. | ▮▮▮▮▮ | USA | Data transfer to secure file transfer protocol for customers |
| 2. | ▮▮▮▮▮▮ | USA | specific managed database service for ▮▮▮ |

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## Schedule E

## Form of Technology Escrow Agreement

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## Form of Escrow as a Service

# Access+ Agreement (Three Party)

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SaaS Depositor

> **Notice: This template has been drafted on the assumption that all contracting parties are based in the USA. If the contracting parties are based outside of the USA NCC Group recommends that the parties take independent legal advice to ascertain what appropriate amendments should be made to this agreement.**

| | |
|---|---|
| **Effective Date** | |
| **Deposit Account Number** | |
| *Effective Date and Deposit Account Number to be supplied by NCC Group only. | |

**Between:**

(1)  ▇▇▇▇ ▇▇▇▇▇ whose principal place of business is at ▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇▇ (**"SaaS Depositor"**); and

(2)  The Narragansett Electric Company d/b/a Rhode Island Energy with a place of business is at Two North Ninth Street, Allentown, PA 18101 c/o PPL Services Corporation (**"SaaS Beneficiary"**); and

(3)  by NCC Group Software Resilience (NA) LLC ("**NCC Group**"), a Delaware limited liability company with its principal office at 11675 Rainwater Drive, 600 Northwinds, Suite 260, Alpharetta, GA 30009, USA.

## Background:

(A)  The SaaS Depositor has entered into a service agreement with the SaaS Beneficiary and granted the SaaS Beneficiary the right to use the Application.

(B)  The Application is hosted by a third party hosting provider and is provided to the SaaS Beneficiary via the SaaS Depositor.

(C)  The parties want to ensure that the SaaS Beneficiary can continue to use the Application and gain access to the SaaS Beneficiary Account in the event of SaaS Depositor failure.

(D)  The SaaS Depositor therefore agrees to deposit certain source code (if Source Code Depositing is selected on Exhibit A), access details, technical information and/ or documentation which is the confidential information and intellectual property of the SaaS Depositor with a trusted third party, NCC Group, so that it can be released to the SaaS Beneficiary should certain circumstances arise.

## Agreement:

In consideration of the mutual undertakings and obligations contained in this Agreement, the parties agree that:

**1      Definitions and Interpretation**

1.1      In this Agreement the following terms shall have the following meanings:

**"Affiliate"** means any entity directly or indirectly controlling, controlled by or under common control with NCC Group.

**"Access Credentials"** means all generic standalone access and security credentials relating to the global administration of the Application and the administration of the SaaS Beneficiary Account including 2/MFA, QR Code or Token, access keys, log-in details, usernames, encryption details and passwords that are necessary to access the Application or any part thereof.

**"Agreement"** means the terms and conditions of this escrow agreement set out below, including the schedules hereto.

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**"Application"** means the software application identified in Schedule 1 and made available by the SaaS Depositor to the SaaS Beneficiary under the Service Agreement.

"**Authorized Person**" means a single person as identified in the Authorized Person's table or such party's legal representative, whose actions will legally bind a party to this Agreement, and who may manage the NCC Group escrow account through the NCC Group website or written instruction.

**"Business Day"** means a day other than a Saturday or Sunday or other day of which the commercial banks in Atlanta, Georgia are authorized or required to close.

**"Confidential Information"** means all technical and/or commercial information not in the public domain and which is designated in writing as confidential by any party together with all other information of any party which may reasonably be regarded as confidential information.

**"SaaS Beneficiary Account"** means the cloud account created for the SaaS Beneficiary by the SaaS Depositor via which the SaaS Beneficiary uses the Application.

**"Data Protection Legislation"** means the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any related legislation, regulations, requirements or guidance from time to time.

**"Deposit Form"** means the form which is to be completed by the SaaS Depositor and delivered to NCC Group with each deposit of the Material.

 **"Hosting Provider"** means the third party service provider that owns the cloud environment which hosts the Application.

**"Intellectual Property Rights"** mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and rights to apply for registration of any of the aforementioned rights and any licenses of or in respect of such rights.

**"Material"** means the Access Credentials and associated technical information and documentation, together with any updates and upgrades thereto and new versions thereof, and Source Code if Source Code Depositing is selected on Exhibit A.

**"Medium"** means the media upon which the deposited Material is stored.

**"Order Form"** means the order form setting out the details of the order placed with NCC Group for setting up this Agreement.

**"Personal Data"** shall have the meaning given to it in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

**"PHI" means "protected health information"** as defined by the Health Insurance Portability and Accountability Act's implementing regulations (45 C.F.R. 160.103).

**"Release Purposes"** means the purposes of understanding, maintaining, modifying and correcting the Application exclusively for and on behalf of the SaaS Beneficiary so that it use of the Application, together with the ability to transfer the SaaS Beneficiary Account to its own separate host account and such other purposes (if any) as are permitted under the Service Agreement.

**"Service Agreement"** means the agreement under which a SaaS Beneficiary was granted the right to use the Application.

**"Source Code"** means the computer programming code of the Application in human readable form.

**"Tax"** means any tax, levy, impost, duty, charge or fee, or penalty or interest thereon.

**"Third Party Material"** means any part of the Software Supplier Material which is not the confidential information and intellectual property of the Software Supplier or the SaaS Beneficiary.

**"Verification"** means the tests and processes forming NCC Group's verification services for verifying and/ or testing the Material and/or such other tests and processes as may be agreed between the parties.

1.2    This Agreement shall be interpreted in accordance with the following:

1.2.1    headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement;

1.2.2    all references to Sections and schedules are references to Sections and schedules of this Agreement;

1.2.3    all references to a party or parties are references to a party or parties to this Agreement; and

1.2.4    any reference to any statute, statutory provision or subordinate legislation shall be interpreted as referring to such legislation as amended and in force from time to time and/or which replaces, re-enacts or consolidates such legislation.

1.3    This Agreement is intended to be "supplementary" to the Service Agreement within the meaning of Section 365(n) of the United States Bankruptcy Code ("Code"), 11 U.S.C. § 365(n). The Service Agreement requires, or the SaaS Depositor or SaaS Beneficiary have otherwise agreed, that certain materials, including the Material, be deposited in escrow pursuant to the terms and conditions of this Agreement. All such Material is and shall be deemed to be "intellectual property" or "embodiment[s] of … intellectual property," as defined and used in Sections 101(35)(A) and 365(n) of the Code, 11 U.S.C. §§ 101(35)(A) and 365(n).

1.4    If SaaS Depositor or its estate becomes subject to any bankruptcy or similar proceeding, SaaS Beneficiary shall, without prejudice to or limitation of any other rights or remedies, have the right to exercise all rights and elections (including all licenses, privileges, remedies, and protections) under this Agreement, the Service Agreement, the Code, and all other applicable laws with respect to this Agreement, the Service Agreement, and the respective subject matter of each of these agreements, including the Application, and Material.

**2**    **SaaS Depositor's Duties and Warranties**

2.1    The SaaS Depositor shall:

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2.1.1 deliver a copy of the Material to NCC Group within seven (7) days of the date of this Agreement for deposit in the deposit account governed by this Agreement;

2.1.2 immediately deliver a further copy of the Material to NCC Group each time that there is a change to the Material, which at a minimum should occur every 90 days, and;

2.1.2.1 upon the termination of employment of an employee who had access to the Material; and

2.1.2.2 upon suspicion or knowledge of a security breach relating to the Material;

2.1.3 within seven (7) days of the completion of the NCC Group on-site or remote element of any Verification either deliver a copy of the Material that has been verified to NCC Group or, with NCC Group's consent, provide a copy of the same to the consultant undertaking such Verification on behalf of NCC Group in each case so that it can be deposited;

2.1.4 deliver a replacement copy of the Material within fourteen (14) days of a notice given to it by NCC Group under the provisions of Section 4.1.3;

2.1.5 deliver with each deposit of the Material the following information:

2.1.5.1 Deposit Form (attached hereto as "Exh bit B") containing the details of the deposit including the full name of the Application (i.e. the original name as set out under schedule 1 together with any new names given to the Application by the SaaS Depositor), the name of the Hosting Provider, version details, media type, backup command/software used, compression used, archive hardware and operating system details; and

2.1.5.2 password/encryption details required to access the Material;

2.1.6 ensure that each copy of the Material deposited with NCC Group relates to the latest copy of the SaaS Beneficiary Account and the latest version of the Application used by the SaaS Beneficiary;

2.1.7 deliver a copy of any documentation completed pursuant to Section 9.3.2 to NCC Group for NCC Group to hold with the Material; and

2.1.8 if Source Code Depositing is selected on Exhibit A, deposit a backup copy of the object code of any third party software package required to access, install, build or compile or otherwise use the Source Code contained in the Material upon request by SaaS Beneficiary.

2.2 The SaaS Depositor warrants to both NCC Group and the SaaS Beneficiary at the time of each deposit of the Material with NCC Group that:

2.2.1 the Material will provide the SaaS Beneficiary with full access to and control off the SaaS Beneficiary Account and the Application;

2.2.2 the Material is the latest version of the Material;

2.2.3 it shall not alter the Material without providing a new copy to NCC Group in accordance with Section 2.1.2;

2.2.4 other than any Third Party Material or third party object code referred to in Section 2.1.8, it owns the Intellectual Property Rights in the Material;

2.2.5 in respect of any Third Party Material, it has been granted valid and ongoing rights under license by the third party owner(s) thereof to deal with such Third Party Material in the manner anticipated under this Agreement and that the Software Supplier has the express authority of such third party owner(s) to deposit the Third Party Material under this Agreement as evidenced by a signed letter of authorization in the form required by NCC Group;

2.2.6 the Material deposited under Section 2.1 contains all information in human-readable form (except for any third party object code deposited pursuant to Section 2.1.8) and is on suitable media to enable a reasonably skilled programmer or analyst to understand, maintain, modify and correct the Application; and

2.2.7 the Material does not contain Personal Data; and

2.2.8 the Material does not contain any PHI.

2.3 The SaaS Depositor agrees and confirms that each time it makes a deposit of Material under this Agreement NCC Group shall own the Medium on which the Material is stored.

**3 SaaS Beneficiary's Responsibilities and Undertakings**

3.1 The SaaS Beneficiary shall notify NCC Group, if it is aware of any change to the Material and/or the Application that necessitates a replacement deposit of the Material.

3.2 In the event that the Material is released under Section 6, the SaaS Beneficiary shall:

3.2.1 keep the Material confidential at all times;

3.2.2 use the Material only for the Release Purposes;

3.2.3 not disclose the Material to any person or third party save such of the SaaS Beneficiary's employees or contractors or a third party service provider who need to know the same in order to use the Material exclusively on behalf of the SaaS Beneficiary for the Release Purposes or to host the Material for the SaaS Beneficiary. In the event that Material is disclosed, the SaaS Beneficiary shall ensure that the recipients are bound by the same confidentiality obligations as are contained in this Section 3.2;

3.2.4 hold all media containing the Material in a safe and secure environment when not in use;

3.2.5 forthwith destroy the Material should the SaaS Beneficiary cease to be entitled to use the Application under the terms of the Service Agreement; and

3.2.6 obtain any necessary licenses and pay any applicable Hosting Provider fees which are required for the continued use of the Application.

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**4        NCC Group's Duties**

4.1      NCC Group shall:

4.1.1      at all times during the term of this Agreement, retain the latest deposit of the Material in a safe and secure environment;

4.1.2      conduct a visual inspection upon receipt of any Deposit Material and associated Deposit Form. If NCC Group determines that the Deposit Material does not match the description provided by Depositor represented in Deposit Form, NCC Group will notify SaaS Depositor of such discrepancy;.

4.1.3      provide notice to the SaaS Beneficiary of all Material that is accepted and deposited into the escrow account under this Agreement.; and

4.1.4      notify the SaaS Depositor and the SaaS Beneficiary if it becomes aware at any time during the term of this Agreement that the copy of the Material held by it has been lost, damaged or destroyed so that a replacement may be obtained.

4.2      If NCC Group becomes aware that the SaaS Depositor has not deposited Material when required to do so under the terms of this Agreement, then NCC Group may notify the SaaS Beneficiary of such failure (but it is not obliged to do so and shall not be responsible for procuring such deposit from the SaaS Depositor).

4.3      NCC Group has the right to make such copies of the Material as may be necessary solely for the purposes of this Agreement.

**5        Payment**

5.1      The SaaS Depositor and/or the SaaS Beneficiary, as designated in the paying party table of this Agreement, shall pay NCC Group's standard fees and charges as set out in Exhibit A. NCC Group's fees as published are exclusive of value added tax and any other applicable Tax.

5.2      If NCC Group is required to perform any additional or extraordinary services as a result of being an escrow agent including intervention in any litigation or proceeding, NCC Group shall receive reasonable compensation for such services and be reimbursed by the requesting party for all costs incurred, including without limitation, its reasonable attorney's fees.

5.3      NCC Group shall be entitled to review and vary its standard fees and charges for its services under this Agreement from time to time but no more than once a year and only upon forty-five (45) days written notice to the parties.

5.4      Except in the case of release as stated in Section 6, all invoices are payable within thirty (30) days from the date of invoice. Interest shall accrue at the lesser of 1.5% per month or the maximum amount permitted by applicable law for any fees that are undisputed by the paying party and remain unpaid for more than thirty (30) days past the due date of the applicable invoice. The SaaS Depositor and/or SaaS Beneficiary (as applicable) shall reimburse NCC Group for all costs incurred in collecting any overdue payments and related interest, including, without limitation, attorneys' fees, legal costs, court costs and collection agency fees.

5.5      The SaaS Depositor and the SaaS Beneficiary shall make all such payments due under this Agreement to NCC Group without withholding or deduction of, or in respect of, any Tax unless required by law. If any such withholding or deduction is required, the SaaS Depositor or the SaaS Beneficiary (as appropriate) shall, when making the payment to which the withholding or deduction relates, pay to NCC Group such additional amount as will ensure that NCC Group receives the same total amount that it would have received if no such withholding or deduction had been required.

5.6      NCC Group shall not refund any fees or charges already paid on termination of this Agreement.

**6        Release Events**

6.1      Subject to: (i) the remaining provisions of this Section 6 and (ii) the receipt by NCC Group of any fees and interest (if any) due under this Agreement, NCC Group will release the Material to a duly authorized representative of the SaaS Beneficiary if any of the following events (**"Release Event(s)"**) occur:

6.1.1      a receiver, trustee, or similar officer is appointed for the business or property of the SaaS Depositor; or

6.1.2      the SaaS Depositor files a petition in bankruptcy (other than for the purpose of solvent reconstruction or amalgamation), makes an arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; or

6.1.3      any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the SaaS Depositor and not stayed, enjoined, or discharged within sixty (60) days; or

6.1.4      the SaaS Depositor takes any corporate action authorizing any of the foregoing; or

6.1.5      any similar or analogous proceedings or event to those in Sections 6.1.1 to 6.1.3 above occurs in respect of the SaaS Depositor within any jurisdiction outside the United States of America; or

6.1.6      the SaaS Depositor ceases to carry on its business or the part of its business which relates to the Software; or

6.1.7      the SaaS Depositor is in material breach of its obligations under any agreement with the SaaS Beneficiary relating to the Application and has failed to remedy such default notified by the SaaS Beneficiary to the SaaS Depositor within a reasonable period.

6.2      The SaaS Beneficiary must notify NCC Group of the Release Event specified in Section 6.1 by delivering to NCC Group a notice in writing (**"Notice"**) made by a representative of the SaaS Beneficiary declaring that such Release Event has occurred, setting out the facts and circumstances of the Release Event, that the Service Agreement was still valid and effective up to the occurrence of such Release Event and exhibiting all applicable supporting documentary evidence. Without prejudice to Sections 11.4 and 11.5, NCC Group shall be fully entitled to rely and act upon the Notice and shall not be required to verify its contents, truth or accuracy.

6.3      Upon receipt of a Notice from the SaaS Beneficiary claiming that a Release Event has occurred:

6.3.1      within three (3) Business Days, NCC Group shall submit a copy of the Notice to the SaaS Depositor by courier or other form of guaranteed delivery; and

6.3.2      if the Release Event is a Release Event set out in Sections 6.1.1 – 6.1.3 and NCC Group are provided with clear evidence that the release event has occurred (e.g. a copy of the bankruptcy order or official correspondence confirming the appointment of an

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administrative receiver or evidence of dissolution of a company at the relevant Secretary of State), NCC Group will simultaneously release the Material to the SaaS Beneficiary for its use for the Release Purposes; or

6.3.3    if the Release Event is a Release Event set out in Sections 6.1.4 – 6.1.7 or the SaaS Beneficiary does not have clear evidence to fulfil Section 6.3.2, the SaaS Depositor shall have five (5) Business Days from the date of dispatch of the Notice by NCC Group to object to the Notice. If NCC Group do not receive a counter-notice signed by a duly authorized representative of the SaaS Depositor stating that in their view no such Release Event has occurred, or, if appropriate, that the event or circumstance giving rise to the Release Event has been rectified, within the five (5) Business Day period, NCC Group will release the Material to the SaaS Beneficiary for its use for the Release Purposes.

6.4    Upon receipt of the counter-notice from the SaaS Depositor under Section 6.3.3, NCC Group shall send a copy of the counter-notice to the SaaS Beneficiary by courier or other form of guaranteed delivery.

6.5    Within thirty (30) days of dispatch of the copy of the counter-notice to the SaaS Beneficiary by NCC Group, the SaaS Beneficiary may give notice to NCC Group that they wish to invoke the dispute resolution procedure under Section 7 (and such notice shall be known as a **"Demand"**). Upon receipt of a Demand, NCC Group will send a copy of the Demand to the SaaS Depositor by courier or other form of guaranteed delivery.

6.6    If, within thirty (30) days of dispatch of the counter-notice by NCC Group to the SaaS Beneficiary, NCC Group has not received a Demand, the Notice submitted by the SaaS Beneficiary will be deemed to be no longer valid and the SaaS Beneficiary shall be deemed to have waived its right to release of the Material for the particular reason or event specified in the original Notice. In such circumstances, this Agreement shall continue in full force and effect.

6.7    For the avoidance of doubt, where a Release Event has occurred under Sections 6.1, a subsequent assignment of the Intellectual Property Rights in the Material shall not prejudice the SaaS Beneficiary's right to release of the Material and its use for the Release Purposes.

6.8    Without prejudice to Section 3.2.5 if a Release Event has occurred under Section 6.1, the subsequent termination of the Service Agreement shall not prejudice the SaaS Beneficiary's right to release of the Material and its use for the Release Purposes provided that the other provisions of this Section 6 have been complied with.

**7       Disputes regarding Release Event(s)**

7.1    All disputes regarding whether the Release Event(s) specified in the Notice occurred before the SaaS Beneficiary delivered the Notice to NCC Group shall be decided by one (1) arbitrator.  The place of the arbitration shall be Atlanta, Georgia.  If the SaaS Depositor and the SaaS Beneficiary have not agreed on an arbitrator within seven (7) days after the SaaS Depositor receives the Demand from NCC Group, the American Arbitration Association (AAA) shall appoint an arbitrator within ten (10) days of receipt of a request to appoint an arbitrator, which may be filed by either the SaaS Depositor or the SaaS Beneficiary.  The arbitrator's agreement to the deadlines set forth in this Section 7 shall be a condition to the appointment as arbitrator, but failure to adhere to these time limits shall not be a basis for challenging the award. NCC Group shall not be party to the dispute resolution proceedings under this Section 7.

7.2    Within seven (7) days of the appointment of the arbitrator, the SaaS Depositor and the SaaS Beneficiary shall each provide written submissions to the arbitrator, together with all documentary evidence in their possession in support of their claim.

7.3    Based solely on the written submissions of the SaaS Depositor and the SaaS Beneficiary, and without the need for a hearing, the arbitrator shall render and deliver his or her award to the SaaS Depositor, the SaaS Beneficiary and NCC Group within fourteen (14) days or as soon as practicable thereafter of receiving the written submissions from the SaaS Depositor and the SaaS Beneficiary.  The SaaS Depositor and the SaaS Beneficiary may agree to extend this time limit or the arbitrator may do so in its discretion if he or she determines that the interest of justice so requires.

7.4    The award shall be limited to a determination of whether or not there existed a Release Event at the time SaaS Beneficiary delivered the Notice to NCC Group and, where the SaaS Depositor claims within the timescales specified in Section 6.3.2 that the Release Event has been rectified and the SaaS Beneficiary does not agree, to a determination of whether or not the Release Event has in fact been rectified.  In addition, the arbitrator shall award the prevailing party its attorneys' fees and costs, including the fees and costs of the arbitrator.

7.5    The arbitral award shall be final and binding upon the parties hereto.  If the arbitrator finds that a Release Event existed at the time of delivery of the Notice to NCC Group, NCC Group is hereby authorized to release and deliver the Material to the SaaS Beneficiary within five (5) Business Days of the decision being notified by the arbitrator to the parties.  If the arbitrator finds to the contrary, then NCC Group shall not release the Material and shall continue to hold the Material in accordance with the terms of this Agreement.

7.6    The parties agree that the arbitration provided in this Section 7 shall not be consolidated or joined with any other proceeding regarding disputes between or among any of the parties.

**8       Confidentiality and Data Protection**

8.1    Without prejudice to Section 6, the Material shall remain at all times the confidential property of its owner.

8.2    In the event that NCC Group releases the Material to the SaaS Beneficiary, the SaaS Beneficiary shall be permitted to use the Material only for the Release Purposes.

8.3    Subject to Section 8.4 and the remainder of this Section 8.3, NCC Group agrees to keep all Confidential Information relating to the Material that comes into its possession or to its knowledge under this Agreement in strictest confidence and secrecy.  NCC Group further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing and subject to Section 8.4 will not disclose or release it other than in accordance with the terms of this Agreement.

8.4    NCC Group may release the Material to the extent that it is required by applicable federal, state or local law, regulation, court order, judgment, decree or other legal process, provided that, unless proh bited by the terms of the order or the relevant law or regulation, NCC Group has notified the SaaS Depositor and SaaS Beneficiary prior to such required release, has given the SaaS Depositor and/or SaaS Beneficiary an opportunity to contest (at their own expense) such required release, within the time parameters mandated by such applicable regulation, court order, judgment, decree or other legal process. NCC Group is hereby expressly authorized in its sole discretion to obey and comply with all orders, judgments, decrees so entered or issued by any court, without the necessity of inquiring as to the validity of such order, judgment or decree, or the court's underlying jurisdiction.  Where NCC Group obeys or complies with any such order, judgment or decree, NCC Group shall not be liable to the SaaS Depositor, the SaaS Beneficiary or any third party by reason of such compliance, notwithstanding that such order, judgment or decree may subsequently be reversed, modified or vacated.

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8.5     The parties confirm that NCC Group is not required to hold or process any Personal Data under this Agreement.

8.6     Without prejudice to Section 8.5, the SaaS Depositor and the SaaS Beneficiary warrant to NCC Group that if it does provide or disclose any Personal Data to NCC Group in connection with this Agreement it will only share Personal Data to the extent that it is necessary for the purposes of this Agreement, and it:

8.6.1     has all requisite authority and has obtained and will maintain (including by way of incorporating into all materials and processes through which Personal Data is captured) all necessary consents required, or otherwise has a valid lawful basis for such disclosure under the Data Protection Legislation;

8.6.2     has fully complied with and will comply with all of its obligations under the Data Protection Legislation; and

8.6.3     will clearly instruct NCC Group in relation to the Personal Data and enter into a data processing agreement where necessary.

**9       Ownership and Intellectual Property Rights**

9.1     Without prejudice to Sections 6 and 9.2 the Material and Application shall remain at all times the intellectual property of its owner.

9.2     **Transfer Rights:** The SaaS Depositor hereby grants the SaaS Beneficiary full rights and ownership over the tenancy which the SaaS Beneficiary Account is hosted in. Such ownership shall only have effect on and from the occurrence of a Release Event and shall continue in perpetuity, so that the SaaS Beneficiary may use the SaaS Beneficiary Account and the Application for the Release Purposes and transfer the SaaS Beneficiary Account to a separate cloud account as it deems fit.

9.3     The SaaS Depositor warrants that it is entitled to grant the rights at Section 9.2 and shall perform all actions necessary to effect those rights including:

9.3.1     within fourteen (14) days of the date of this Agreement, notifying the Hosting Provider of this Agreement and the SaaS Beneficiary's rights under Section 9.2; and

9.3.2     within 28 days of the date of this Agreement, executing any documentation required by the Hosting Provider to recognize the SaaS Beneficiary's transfer rights after a Release Event. Once completed, the SaaS Depositor will forward a copy of such documents to the SaaS Beneficiary and deposit a copy with NCC Group.

9.4     The SaaS Beneficiary acknowledges that in order to transfer the SaaS Beneficiary Account it will need to liaise with the Hosting Provider and that it is the SaaS Beneficiary's responsibility to ensure that it has an effective transfer process in place in readiness for a release.

9.5     The Intellectual Property Rights in any Deposit Check report and Verification report shall remain vested in NCC Group. The SaaS Depositor and the SaaS Beneficiary shall each be granted a non-exclusive right and license to use such reports for the purposes of this Agreement and their own internal purposes only.

**10      Verification**

10.1    NCC Group shall bear no obligation or responsibility to any party to this Agreement or person, firm, company or entity whatsoever to determine the relevance, completeness, accuracy, operation, effectiveness, functionality or any other aspect of the Material received by NCC Group under this Agreement.

10.2    The SaaS Depositor or the SaaS Beneficiary may request that NCC Group apply its Verification processes to the Material and the SaaS Depositor and the SaaS Beneficiary shall co-operate in facilitating such Verification. If the Verification requested is outside of NCC Group's standard scope, NCC Group may attach such requirements thereto as it considers appropriate.  Subject to Section 10.4, NCC Group's prevailing fees and charges for the Verification and all reasonable expenses incurred by NCC Group in carrying out the Verification shall be payable by the requesting party.

10.3    If the Material fails to satisfy NCC Group's Verification processes as a result of being defective or incomplete in content, NCC Group's fees charges and expenses in relation to the Verification processes shall be paid by the SaaS Depositor.

10.4    Should the Material deposited fail to satisfy NCC Group's Verification tests under Section 10.2, the SaaS Depositor shall, within fourteen (14) days of the receipt of the notice of test failure from NCC Group, deposit such new, corrected or revised Material as shall be necessary to ensure its compliance with its warranties and obligations in Section 2. If the SaaS Depositor fails to make such deposit of the new, corrected or revised Material as requested in accordance with this Section, NCC Group will issue a report to the SaaS Beneficiary detailing the problem with the Material as revealed by the relevant tests.

10.5    The SaaS Depositor acknowledges that as part of the Verification services NCC Group may test the Material and hereby consents to the performance of such services ordered pursuant to this Agreement.

10.6    NCC Group's terms and conditions for the time being in relation to Verification (**"Verification Terms"**) will (unless NCC Group expressly agrees otherwise in writing) apply to any Verification undertaken by NCC Group in connection with this Agreement.

**11      NCC Group's Liability**

11.1    Nothing in this Section 11 excludes or limits the liability of NCC Group for gross negligence or intentional misconduct.

11.2    Subject to Section 11.1, NCC Group shall not be liable for:

11.2.1    any loss or damage caused to either the SaaS Depositor or the SaaS Beneficiary except to the extent that such loss or damage is caused by the negligent acts or negligent omissions of or a breach of any contractual duty by NCC Group, its employees, agents or sub-contractors and in such event NCC Group's total liability with regard to all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of $250,000 (two hundred and fifty thousand US dollars); and

11.2.2    any special, indirect, incidental or consequential damages whatsoever.

11.3    NCC Group shall not be responsible in any manner whatsoever for any failure or inability of the SaaS Depositor or the SaaS Beneficiary to perform or comply with any provision of this Agreement.

11.4    NCC Group shall not be liable in any way to the SaaS Depositor or the SaaS Beneficiary for acting in accordance with the terms of this

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Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

11.5    NCC Group shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the SaaS Depositor or the SaaS Beneficiary to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

11.6    Nothing in this Agreement shall impose any liability on NCC Group in respect of non-performance of its obligations under this Agreement to the extent such non-performance is due to the SaaS Beneficiary's or the SaaS Depositor's acts, omissions, negligence or default.

**12      Indemnity**

12.1    Save for any claim falling within the provisions of Section 11.1 or any claim in respect of which NCC Group is found by a court of competent jurisdiction to have breached this Agreement or been negligent, the SaaS Depositor and the SaaS Beneficiary jointly and severally agree at all times to indemnify and hold harmless NCC Group in respect of all of its legal and all other costs (including without limitation NCC Group's reasonable attorney's fees), fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between or involving the SaaS Depositor and/or the SaaS Beneficiary and/or any third party in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.

12.2    The SaaS Depositor shall assume all liability and shall at all times indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of NCC Group in respect of the Material as contemplated under this Agreement.

12.3    Save for any claim falling within the provisions of Section 11.1 or any claim in respect of which NCC Group is found by a court of competent jurisdiction to have breached this Agreement or been negligent, the SaaS Beneficiary shall assume all liability and shall at all times indemnify and hold harmless NCC Group and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs (including reasonable attorney's fees), professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by NCC Group, as a direct result of NCC Group's acts or omissions in accordance with the SaaS Beneficiary's written instruction under Section 6.

**13      Term and Termination**

13.1    This Agreement shall continue until terminated in accordance with this Section 13.

13.2    In the event of the nonpayment of undisputed Service Fees owed to NCC Group, NCC Group shall provide all parties to this Agreement with written notice of NCC Group's intent to terminate this Agreement.  Any party to this Agreement shall have the right to make the payment to NCC Group to cure the default.  If the past due payment is not received in full by NCC Group within thirty (30) calendar days of the date of such written notice, then NCC Group shall have the right to terminate this Agreement at any time thereafter by sending written notice to all parties.  NCC Group shall have no obligation to perform the services under this Agreement (except those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due NCC Group under this Agreement remain unpaid.

13.3    Notwithstanding any other provision of this Section 13, NCC Group may terminate this Agreement by giving thirty (30) days written notice to the SaaS Depositor and the SaaS Beneficiary.

13.4    The SaaS Beneficiary may terminate this Agreement at any time by giving not less than sixty (60) days' prior written notice to NCC Group.

13.5    If NCC Group discovers that a Release Event has occurred and the SaaS Beneficiary has not exercised its right to claim for release of the Material under Section 6.2, NCC Group shall have the right to terminate this Agreement upon thirty (30) days written notice to the SaaS Depositor and the SaaS Beneficiary setting out the reason for termination.  The SaaS Beneficiary shall have the option of applying for release in accordance with Section 6 during this notice period, but if it fails to do so, upon the expiry of this notice period, this Agreement shall automatically terminate.

13.6    SaaS Depositor may only terminate this Agreement with the written consent of the SaaS Beneficiary and then only on not less than sixty (60) days' prior written notice to NCC Group.

13.7    Following the termination of this Agreement pursuant to Sections 13.2 to 13.6 inclusive NCC Group return Material submitted on a physical Medium and delete any electronically submitted Material.  After reasonable attempts to return the Material submitted on a physical Medium, NCC Group may destroy the Material.

13.8    This Agreement shall automatically immediately terminate upon release of the Material to the SaaS Beneficiary in accordance with Section 6. Following termination of the Agreement pursuant to this Section 13.9, NCC Group will destroy the remaining Material (if any).

13.9    The provisions of Sections 1, 2.2, 5, 8, 9, 10.1, 11, 12, 13.9 to 13.11 (inclusive) and 14 shall continue in full force after termination of this Agreement.

13.10   On and after termination of this Agreement, the SaaS Depositor and/or the SaaS Beneficiary (as appropriate) shall remain liable to NCC Group for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.

13.11   The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

**14      General**

14.1    The SaaS Depositor and the SaaS Beneficiary shall notify NCC Group, within thirty (30) days of its occurrence of any of the following:

14.1.1    any change of name of the Authorized Person for this Agreement, such notice to include the new contact name, email address, correspondence address and telephone number;

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14.1.2    a change of its name or registered office; and

14.1.3    any material change in its circumstances that may affect the validity or operation of this Agreement.

14.2    Each party warrants that it has full capacity and authority to enter into and to perform this Agreement, and that in entering into this Agreement and performing its obligations under it, it is not and will not at any time be in breach of any of its express or implied obligations to any third party.

14.3    This Agreement shall be deemed entered into in Georgia and will be governed by and construed according to the laws of the state of Georgia, excluding that body of law known as conflict of law.  The parties agree that any dispute arising under this Agreement, except as provided in Section 7, will be resolved in the state or federal courts in Atlanta, Georgia, and the parties hereby expressly consent to the jurisdiction thereof. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14.4    This Agreement, together with the Order Form, the Deposit Form and the Verification Terms (where applicable) represent the whole agreement relating to the escrow arrangements between NCC Group and the other parties for the Material and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the following order of precedence shall apply: (i) the Verification Terms (where applicable); then (ii) this Agreement; then (iii) the Deposit Form; then (iv) the Order Form; then (v) any other document incorporated by reference.

14.5    Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by hand or courier or if dispatched by nationally recognized courier addressed to the address specified for the relevant party in this Agreement (or such other address as may be notified to the parties from time to time) or if sent by electronic mail to an email address as notified by the parties from time to time and shall be deemed to have been received:

(i)      if delivered by hand or courier, at the time of delivery;

(ii)     if sent by nationally recognized courier, two (2) Business Days after mailing (six (6) Business Days after mailing if recipient is overseas); or

(iii)    if sent by electronic mail on a Business Day before 4.30pm (PST), on that day or, in any other case, on the next Business Day.

14.6    No party shall assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other parties, except where: (i) a party merges, is acquired or has substantially all of its assets acquired and the new entity or acquirer agrees to assume all of their obligations and liabilities under this Agreement; or (ii) NCC Group sub-contracts or assigns its rights or obligations to its Affiliates or a third party approved by NCC Group (a "**Third Party Contractor**"). NCC Group shall ensure that any such Affiliate or Third Party Contractor is bound by the same confidentiality obligations as are contained in Section 8 and shall be responsible and liable for the acts and omissions of such Affiliate or Third Party Contractor to the same extent as if such acts or omissions were by NCC Group.

14.7    This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

14.8    If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

14.9    Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it.

14.10    The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.

14.11    No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to Section 6.6, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

14.12    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 or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.13    Each of the SaaS Depositor and the SaaS Beneficiary warrant to NCC Group that as at the date of this Agreement it is not subject to any sanction, embargo or equivalent measure imposed by the laws of any jurisdiction or any union of jurisdictions (as "**Sanctions**") whether by virtue of such Sanctions being imposed on it individually or by virtue of it being resident in a certain jurisdiction or operating in a certain sector. If, during the term of this Agreement, the SaaS Depositor or the SaaS Beneficiary becomes subject to any Sanction it will immediately notify NCC Group in writing.

14.14    The SaaS Depositor and the SaaS Beneficiary jointly and severally warrant to NCC Group that the Materials (including, without limitation, the receipt by NCC Group of the Materials or the taking of any action by NCC Group in relation to the Materials that is contemplated by this Agreement including the receipt, holding, testing and/or releasing of the Materials (together the "**NCC Actions**") are not, and to the best of their knowledge and belief are not expected to become, subject to any import, re-import, export or re-export controls, laws or regulations in any country that the Materials may be exported from, held in or delivered or released into under this Agreement ("**Export Control Laws**").  If at any time during the term of this Agreement, the Materials or the NCC Actions become subject to Export Control Laws the SaaS Depositor

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and the SaaS Beneficiary shall immediately notify NCC Group, providing all relevant details. Without prejudice to Section 14.10, NCC Group shall have no obligation to undertake any NCC Actions in relation to the Materials if to do so would put it in breach (or potential breach) of Export Control Laws and shall not be required to obtain any license or other permission under Export Control Laws.

14.15   NCC Group is responsible for complying with all laws that are generally applicable to an escrow agent operating in the United States of America.  If however, the content of the Materials is such that additional laws or regulations are imposed on NCC Group by virtue of it receiving, holding, testing or releasing such Materials specifically then the SaaS Depositor and the SaaS Beneficiary shall be jointly and severally respons ble for notifying NCC Group of all such additional laws and regulations.

14.16   NCC Group is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business and its Anti-Slavery and Human Trafficking Statement and Anti-Slavery Policy are available upon request.

14.17   Without prejudice to Section 14.10, if any of NCC Group's obligations under this Agreement becomes illegal, proh bited or otherwise unlawful then NCC Group shall be entitled to alter the services so as to provide them in a compliant manner, or if this is not possible NCC Group shall be relieved of such obligation unless and until such obligation becomes permitted.

14.18   This Agreement may be executed in any number of counterparts and by different parties in separate counterparts.  Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

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| Authorized Person Notices Table | | | |
|---|---|---|---|
| Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing. | | | |
| **SAAS DEPOSITOR (Required information)** | | **SAAS BENEFICIARY (Required information)** | |
| **Print Name** | | **Print Name** | |
| **Title** | | **Title** | |
| **Email Address** | | **Email Address** | |
| **Street Address** | | **Street Address** | |
| **City** | | **City** | |
| **State/Province** | | **State/Province** | |
| **Postal/Zip Code** | | **Postal/Zip Code** | |
| **Country** | | **Country** | |
| **Phone Number** | | **Phone Number** | |
| **Fax Number** | | **Fax Number** | |

| Paying Party Billing Contact Information Table (Required information) | |
|---|---|
| Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay in processing. | |
| **Company Name** | |
| **Print Name** | |
| **Title** | |

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| | |
|---|---|
| **Email Address** | |
| **Street Address** | |
| **City** | |
| **State/Province** | |
| **Postal/Zip Code** | |
| **Country** | |
| **Phone Number** | |
| **Fax Number** | |
| **Purchase Order #** | |

**NCC GROUP**

All notices should be sent to **SRclientservices@nccgroup.com** OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA.  Telephone: 800-875-5669.  Facsimile: 770-239-9201

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Signed for and on behalf of [SAAS DEPOSITOR NAME]

Name:        ..............................................................        ┆ ...............................................................

Position:    ..............................................................        ┆                              (Authorized Signatory)

Signed for and on behalf of [SAAS BENEFICIARYNAME]

Name:        ..............................................................        ┆ ...............................................................

Position:    ..............................................................        ┆                              (Authorized Signatory)

Signed for and on behalf of NCC Group Software Resilience (NA) LLC

Name:        ..............................................................        ┆ ...............................................................

Position:    ..............................................................        ┆                              (Authorized Signatory)

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Schedule 1

The Application

Overall name of the Application: [SERVICENAME]

Detailed description (where applicable):

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**Exhibit A**

**Escrow Services Fee Schedule**

| Deposit Account Number | |
|---|---|

| Service | Service Description – EaaS Access+ Service Agreement | | |
|---|---|---|---|
| | All services are listed below. Check the requested service and submit a Work Request to NCC Group for services requested after agreement signature. | | |
| ☒ Setup Fee<br><br>(Required at Setup) | One-time Setup Fee for NCC Group to setup escrow service Agreement. | | |
| ☒<br>Deposit Account Fee<br><br>(Required at Setup) | NCC Group will set up one deposit account to manage and administrate access to Material to be secured in a controlled storage environment in accordance with the Agreement.  Includes four credential deposits. An oversize fee will be assessed for deposits in excess of 1 cubic foot (physical deposits) or uploads of more than 100 GB content size (electronic deposits). | | |
| ☒<br>Beneficiary | NCC Group will fulfil a Work Request to add a SaaS Beneficiary to an EaaS Access escrow deposit account and manage account access rights in | | |

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| | | | | |
|---|---|---|---|---|
| **Fee (Required at Setup)** | | accordance with the Agreement. SaaS Beneficiary will have access to NCC Group Website for secure online account management and communication of status. Includes four credential deposits. | | |
| ☐ **Add Source Code Depositing** | | Service to allow SaaS Depositor to deposit the following as Material under this Agreement: Source Code, Third Party Material, third-party tools and instructions necessary for compilation of Source Code in the deposit account. | | |
| ☐ **EaaS Access Verification** * | | This verification exercise verifies the global administrative access credentials to the system environment are valid, complete, and correct at the time of testing. The resulting deposit ensures the global administrative access credentials of the live production hosted system are held. During the verification exercise, an NCC Group consultant will observe the entry of the live production environment and capture the global administrative access credentials inclusive of but not limited to the account name, account ID, password(s), and 2/MFA access token. As a result of the exercise, the global administrative access credentials shall be stored securely in escrow and marked as having been verified. Furthermore, a Verification Executive Summary will be created by the NCC Group consultant, documenting procedures observed during the verification exercise with supporting evidence included. | | |
| ☐ **EaaS Access+ Verification** * | | This Verification exercise verifies and documents the end-to-end process for source code compilation within the customer environment and assure that the material being placed in escrow (administrative access credentials and source code) is complete and correct at the time of the exercise. The resulting deposit ensures the that the deposited material is correct, complete, can be built into the working system, and that the and the global administrative access credentials of the live production environment are held alongside any other appropriate information or materials. During the verification exercise, an NCC Group consultant will observe and document the process that can be followed to utilize the material held in escrow to access the live production environment. The process will also include compiling a working version of the application from the source code and documenting every detail of the process. As a result of the exercise, the Deposit Materials, including but not limited to application specific source code and global administrative credentials will be transferred to NCC Groups custody and a Verification Test Report will be generated by the NCC Group consultant documenting every step of the processes observed. | | |

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| | | | | |
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| ☐ **Architecture Verification \*** | | This verification exercise verifies the live production environment and documents the tasks, information and knowledge that would be required by the customer if they were to take legal ownership of and continue to operate the live production environment. The resulting deposit ensures the global administrative access credentials of the live production environment are held with any other appropriate information or materials. During the verification exercise, an NCC Group consultant will observe and document the various processes and procedures that are required to operate and maintain the live production environment. As a result of the exercise, any relevant material shall be stored securely in escrow and marked as having been verified. Furthermore, a Verification Test Report will be created by the NCC Group consultant, detailing all the processes and procedures observed during the verification exercise with supporting evidence included. | | |
| ☐ **Deposit Review Test\*** | | The Deposit Review testing exercise is an independent audit of the material to be deposited in escrow. During a Deposit Review exercise NCC Group will review the deposited material to ensure that it is virus free, accessible and of the expected type. We also provide a full inventory of the source code and documentation files. Once the deposit has been provided by the SaaS Depositor the Deposit Review exercise can be carried out at either the SaaS Depositor's site or at NCC Group's secure verification laboratory. | | |
| ☐ **Entry Level Verification \*** | | NCC Group will perform an Entry Level Verification ("ELV") of source code and other material that the SaaS Depositor will submit as Deposit Material. The ELV will take place prior to any submission of source code and other material. During the ELV, the SaaS Depositor will demonstrate the completeness and functionality of the source code by compiling the code into output and/or binary files, while being observed online by an NCC Group Verification Consultant at a mutually agreeable time. The process can be conducted at the location of the SaaS Depositor or can be completed remotely. The ELV consists of four phases. Phase One – the Verification Consultant reviews the requirements for the build, including obtaining an understanding of the hardware and tools required. An examination of the structure and attributes of the source code and relevant associated files which will be submitted as Deposit Material is also conducted. Phase Two - The SaaS Depositor will compile the source code into output/binary files while under observation from the Verification Consultant. Ideally this will be conducted on a standalone machine, not connected to any network. Once a successful build of the source code is achieved, the output Binary files will be deployed and installed in a relevant runtime environment in preparation for testing. Phase Three – The SaaS Depositor will verify that the build is successful and working as expected by conducting some functionality testing on the application which has been compiled and installed. The Verification Consultant will work with the SaaS Depositor to document the successful build and obtain evidence of this. Phase Four- Once testing is complete, | | |

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| | the SaaS Depositor shall submit the source code and files used during the ELV as Deposit Material. Upon receipt of the Deposit Material, the NCC Group Verification Consultant will process the deposit for storage and prepare an ELV report that will detail the verification process and outcome. The Service Fee covers up to eight (8) hours over no more than two (2) consecutive business days. | | |
| ☐ **Custom Contract Fee** | Custom contract changes to NCC Group templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts. | | |
| **\*General Terms for all tests and verifications** | If through no fault of NCC Group, testing cannot be completed within twelve (12) months of being ordered, NCC Group will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed. Prior to beginning testing, NCC Group will determine if third party tools or software are required for completion of testing. If such software or tools are required, NCC Group will bill the Paying Party at cost for the additional expense to acquire such tools or software. Testing will begin after payment of such expense. NCC Group reserves the right to cancel testing and issue a refund if NCC Group determines requirements for testing exceed the scope testing services. NCC Group reserves the right to cancel a test and issue a refund if NCC Group determines it cannot provide such testing. Price is exclusive of expenses, VAT and sales tax. Verification Fees valid from January 1, 2022 to December 31, 2022. | | |
| | **Additional Custom Clean Room Build Verification Services (Fees based on Statement of Work)** | | |
| **Level 2**<br><br>**Deposit Compile Test** | NCC Group will fulfill a Statement of Work (SOW) to perform a Deposit Compile Test, which includes the outputs Deposit Review Test, plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, providing a pass/fail determination, and creation of comprehensive compilation documentation with a final report sent to the Paying Party regarding the Deposit Material. The requesting Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test. | | |
| **Level 3**<br><br>**Binary Comparison Test** | NCC Group will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the Level 2 test, a comparison of the executable files built from the Deposit Compile Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test. | | |
| **Level 4** | NCC Group will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes the outputs of the Level 1 and Level 2 tests (if applicable). NCC Group will confirm that the deposited application can be setup, installed and configured and, when | | |

| | | |
|---|---|---|
| **Full Usability Test** | | installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test. |

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# Exhibit B
## Material Description
(This document must accompany each submission of Deposit Material)

| Company Name | | Deposit Account Number | |
|---|---|---|---|
| Deposit Name | | Deposit Version | |

(Deposit Name will appear in account history reports)

**Deposit Media**
(Please Label All Media with the Deposit Name Provided Above)

| Media Type | Quantity | | Media Type | Quantity |
|---|---|---|---|---|
| ☐ CD-ROM / DVD | | | ☐ USB Drive | |
| ☐ DLT Tape | | | ☐ Documentation | |
| ☐ DAT Tape(4mm/8mm) | | | ☐ Hard Drive / CPU | |
| ☐ LTO Tape | | | ☐ Circuit Board | |
| ☐ Other (please describe): | | | | |
| | | | | |
| | | | | |

| | Total Size of Transmission (specify in bytes) | # of Files | # of Folders |
|---|---|---|---|
| ☐ Electronic Deposit | | | |

**Deposit Encryption**
(Please check either "Yes" or "No" below and complete as appropriate)
Is the media or are any of the files encrypted? ☐ Yes ☐ or No
If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

| Encryption tool name | | Version | |
|---|---|---|---|
| Hardware required | | | |
| Software required | | | |
| Other required information | | | |

**Deposit Certification** (Please check the box below to certify and provide your contact information)

| ☐ I certify for Depositor that the above-described Deposit Material has been transmitted electronically or sent via | ☐ NCC Group has inspected and accepted the above-described Deposit Material either electronically or physically. NCC Group will notify Depositor of any discrepancies. |
|---|---|

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| | | | Name | |
|---|---|---|---|---|
| commercial express mail carrier to NCC Group at the address below. | | | | |
| **Print Name** | | | **Name** | |
| **Date** | | | **Date** | |
| **Email Address** | | | | |
| **Telephone Number** | | | | |

**Note:  If SaaS Depositor is physically sending Deposit Material to NCC Group, please label all media and mail all Material with the appropriate Exhibit B via commercial express carrier to the following address:**

NCC Group
Attn: Vault Administration
6111 Live Oak Parkway
Norcross, GA 30093
Telephone: 800-875-5669
Facsimile: 770-239-9201

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**Statement Of Work –** ███████ **and Rhode Island Energy**      **Contract No 8398**

## AMF PROGRAM AND TSA EXIT PROGRAM STATEMENT OF WORK

This Statement of Work (this "**SOW**") is made and entered into as of January 30, 2023 (the "**SOW Effective Date**"), between The Narragansett Electric Company, d/b/a Rhode Island Energy, a Rhode Island corporation with offices located at 280 Melrose Street, Providence, RI USA 02907 (the "**Customer**" or "**RIE**"), and ███████████████████, a Delaware corporation, and authorized and registered to do business in the Commonwealth of Pennsylvania, United States, with offices located at █████ ██████████████████████████ USA (the "**AMF Provider**" or "████████").

### Background

WHEREAS, PPL Services Corporation ("**PPL Services**"), an Affiliate of Customer, and ████████ have executed that certain Software as a Service and Service Agreement (the "**Agreement**") dated January 30, 2023 (the "**SOW Effective Date**");

WHEREAS, Capitalized terms used herein but not otherwise defined shall have the meaning given for such terms in the Agreement;

WHEREAS, the Agreement permits Benefiting Affiliates of PPL Services to be recipients of the Services;

WHEREAS, an Affiliate of PPL Services has recently purchased all of the shares of common stock of RIE from National Grid USA ("**National Grid**") and entered into a transition services agreement with National Grid for the provision of certain services, including customer meter related services ("**TSA**"); and in connection with the TSA, RIE is transitioning certain services, including customer meter related services, resource, operations, and systems provided by National Grid to RIE and/or other Affiliates of PPL Services under the TSA ("**TSA Exit Program**");

WHEREAS, along with the aforesaid transition Customer intends to establish an Advanced Meter Functionality ("**AMF**") program for RIE's customers, that is subject to Federal, state or local regulatory consent, waiver or approval from any regulator or governmental authority under Applicable Laws for PPL Services or a BA (the "**AMF Program**");

WHEREAS, RIE is a Benefiting Affiliate of PPL Services and RIE has entered into Service Order No. 1 and Service Order No. 2 with AMF Provider for certain Services;

WHEREAS, in connection with Service Orders No. 1, No. 2, and No. 3, RIE, as a Benefiting Affiliate of PPL Services, has determined that RIE will need to procure Other Services from ████████ pursuant to Sections 2.6 and 2.7 of the Agreement;

WHEREAS, in connection with the Other Services procured hereunder and the AMF Program, RIE will purchase test meters from AMF Provider to support AMF readiness testing ("**AMF Test Meters**");

WHEREAS, RIE desires to engage AMF Provider to perform the Other Services in connection with the TSA Exit Program (the "**TSA Exit Services**") and AMF Program (the "**AMF Services**") described in this Statement of Work on the terms and conditions stated in the Agreement;

WHEREAS, this SOW executed between AMF Provider and RIE shall be deemed to constitute a separate and independent agreement between AMF Provider and RIE, as a BA of PPL Services, shall be deemed to constitute a separate and independent agreement between ████████ and RIE, and incorporates the terms and conditions of the Agreement. RIE, as a BA of PPL Services, shall be deemed to be "Customer" for purposes of this SOW and the Agreement. No default or breach by RIE, as Customer, with respect to this SOW shall constitute a default or breach by PPL Services or any other BA under the Agreement or any other Service Order or SOW and none of PPL Services or any BA shall be liable under this SOW executed by RIE, as Customer and only RIE, as Customer, shall be liable for Customer's obligations under the SOW and this Agreement. AMF Provider shall look solely to RIE (and not to PPL Services or any other BA) for satisfaction of any liability arising under this SOW or relating thereunder, and any liability under this SOW shall be several and not joint with PPL Services or any other BA;

NOW, THEREFORE, Customer and AMF Provider hereby agree as follows:

o      <u>Agreement</u>. Capitalized terms used but not defined herein shall have the respective meanings given such terms in

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the Agreement. This Statement of Work shall be governed by the terms and conditions of the Agreement (including all amendments thereto), as expressly modified or supplemented hereby, all of which are hereby incorporated herein. The Agreement and the Schedules, and this SOW shall, insofar as possible, be interpreted consistently. In the event of a conflict among the Agreement and the Schedules, and this SOW, the order of precedence shall be as follows: (i) this SOW, (ii) the main body of the Agreement, and (iii) the Schedules to the Agreement.

o   <u>Other Services</u>. The Other Services consisting of the TSA Exit Services and AMF Services to be performed by AMF Provider under this SOW include, but is not limited to, services for project management, implementation planning, solution design, interface configuration, and testing. Further details regarding these services to include scope and roles/responsibilities are described in the subsequent sections of this SOW. Hereafter, such Other Services consisting of the TSA Exit Services and AMF Services may be referred to collectively as "Services" for the purposes of this SOW.

o   <u>Purchase of AMF Test Meters</u>. Customer shall procure AMF Test Meters in accordance with the terms set forth in Appendix D.

o   <u>Term; Termination</u>. This SOW commences on the Effective Date and terminates the later of (i) December 31, 2025 or (ii) achievement of Final Acceptance (the "**Term**") unless sooner terminated pursuant to Section 5.3 or Section 5.4 of the Agreement. Thereafter, there will be a transition to the SaaS Services under Service Orders No. 1, 2, and 3 of the Agreement. However, if this SOW is earlier terminated by Customer , in part, with respect to the AMF Program and AMF Services due to a Regulatory Event Termination, as provided for in Section 5.3(c) of the Agreement, (i) AMF Provider shall promptly cease all AMF Services under this SOW and submit its invoices for AMF Services performed up until the effective date of the termination for a Regulatory Event Termination, and (ii) AMF Provider shall continue to perform the TSA Exit Services pursuant to this SOW but at the adjusted Fees as provided for in Section 6.2.1 of the Agreement. In the event Customer suspends the Services due to a Regulatory Event, the parties will work together in good faith to modify this SOW, the applicable Service Orders, the Agreement, and Fees based on the nature and duration of suspension.

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## Document History
### Author(s) and Contact Information

| Name | Position | Email | Telephone |
|------|----------|-------|-----------|
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### Revision History

| Version | Date | Changes | Reason |
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# 1.  Background & Objectives

The Background set forth above of this SOW is incorporated herein by reference, as if set forth at length herein.  As part of RIE's TSA Exit Program and efforts to transition RIE resources, operations, and systems from National Grid to RIE and/or other Affiliates of PPL Services under the TSA, Customer is undertaking the integration of the Rhode Island ("**RI**") resources, operations, and systems into the larger PPL Pennsylvania ("**PA**") operations. This includes adopting the intent of National Grid's Advanced Meter Functionality (AMF) Program.  As such, the Customer is establishing its own AMF Program in RI.

The AMF Program and TSA Exit Program includes two key objectives that relate to Services provided by AMF Provider under this SOW:
- Support the transition of RIE resources, operations, and systems from National Grid to RIE and/or other Affiliates of PPL Services by on or about May 2024. These TSA Exit Services are covered in Release 1(R1) and Release 2(R2).
- Support the AMF Program with deployment of systems that enable functionality elements, estimated completion in December 2025. These AMF Services are covered in Release 2(R2), Release 3(R3), Release 4(R4), and Release 5(R5).

All plans related to Other Services provided by AMF Provider under this SOW include coordination to meet the key programmatic milestones:
- October 2023: Go-Live of End of TSA activities. This is aligned with the billing system go-live.
- May 2024: Go-Live of additional functionality (i.e. remote connect / disconnect), and readiness to start AMF meter deployment.
- December 2025: Completion of AMF meter deployment and Release 5.

The following specific objectives apply to the Other Services provided by AMF Provider under this SOW:
- Integration of RIE's pre-existing population of Advanced Meter Reading (AMR) meters into a Meter Data Management System (MDMS) that will be hosted by AMF Provider as part of its SaaS Services.
- Replacement of RIE's pre-existing population of (AMR) meters with Advanced Metering Functionality (AMF) meters communicating over an AMF communications network.
- Enable core MDMS "meter-to-cash" functionality and applicable components. Includes:
  - Master reference data synchronization between the customer information system (CIS), head-end system (HES), and MDMS
  - Import of meter readings, interval data, and events from RIE head-end systems (HES), including the AMF Provider supplied AMF Head End system (AMF HE or Command Center) as well as Customer supplied MV-90 and AMR collection systems, for both gas and electric meters.
  - Validation, estimation, and editing (VEE)
  - Calculation of billing determinants
  - On-demand request/response to support remote disconnects, remote reconnects, power status checks, and meter read requests
  - Network performance monitor to identify diagnostics sent from HES and generated VEE flags.
  - Generation of service orders for follow-up investigation of HES reported diagnostics and generated VEE flags.
  - For Retail Settlement the MDMS will create interval data for monthly billed customers for the current day and up to 7 prior days, to support sending to ISO and other stakeholders.
- Fulfillment of agreed upon requirements as described in the Agreement and Appendix A of this SOW.

## 1.1  Technologies and Other Vendors

Customer expects to use the following technologies and Other Vendors for achievement of the above AMF Program and Project objectives:
- AMF electric meters supplied by AMF Provider
- AMF communications hardware supplied by AMF Provider
- AMF Head End System supplied by AMF Provider
- MDMS supplied by AMF Provider
- AMF Provider Standard Project Delivery Services described in this SOW

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- AMR system supplied by Customer via IFS, to include the AMR HES and AMR electric meters
- Two (2) Itron MV-90-meter reading systems supplied by Customer (Electric only and Gas only)
- System Integrator (SI) services provided by ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
- ▮▮▮▮▮▮
- ▮▮▮▮ (wholesale settlement)

## 1.2  Scope

The strategy of the AMF Program is to align Customer AMF systems to mirror the current PA Advanced Meter Infrastructure ("**AMI**") architecture and functions as close as possible. This is deployed in two parts.
- Part 1, "TSA-Exit & AMF Ready TSA-Exit +1": Functionality in Rhode Island to Exit TSA, and ready for AMF Deployments
- Part 2, "AMF Deployment & Enhancements": Begin deploying meters in Rhode Island, and start incremental functionality releases

These two parts are aligned around the TSA-Exit milestone, two years after the Customer closed the RIE transaction with National Grid USA, which was on May 25, 2022.

The scope of services is based around implementing functions as described in the Agreement and Requirements in Appendix A

The AMF Provider team will act as the Meter Data Management System (MDMS) and the AMF HE solutions provider for the AMF Program, and provide the following system components, services, and deliverables as summarized in the following sections.

If this SOW is earlier terminated by Customer, in part, with respect to the AMF Program and AMF Services due to a Regulatory Termination Event Termination, as provided for in Section 5.3(c) of the Agreement, (i) AMF Provider shall promptly cease all AMF Service under this SOW and submit its invoices for AMF Services performed up until the effective date of the termination for a Regulatory Event Termination, and (ii) AMF Provider shall continue to perform the TSA Exit Services pursuant to this SOW but at the adjusted Fees as provided for in Section 6.2.1 of the Agreement. In the event Customer suspends the Services due to a Regulatory Event, the parties will work together in good faith to modify this SOW, the applicable Service Orders, the Agreement, and Fees based on the nature and duration of suspension. The parties agree that any regulatory delay or Regulatory Event that impacts milestones in anticipated approval of the AMF Program may result in the parties meeting to mutually agree to and execute an amendment against this SOW if and to the extent necessary, for instance, using AMF Provider's SaaS Service on existing AMF meters in RI.

## 1.2.1  System Components

This section outlines the system components to be delivered by AMF Provider to Customer.

**Table 1.  System Components**

| System | Scope Included: |
|---|---|
| AMF HE | ☒ AMF HE Components<br>  ☒ ▮▮▮▮▮▮▮▮▮▮ – Production, Disaster Recovery, Test, Development<br>  ☒ AMF Electric Meters (for non-production environments)<br>  ☒ AMF RF Mesh Network Equipment (for non-production environments)<br>  ☒ AMF RF Mesh Field Tools<br>  ☒ AMF RF Advanced Security<br>  ☒ ▮▮▮▮▮▮▮▮▮▮▮▮▮ - Production, Disaster Recovery, Test, Development |
| MDMS | ☒ MDMS Components<br>  ☒ SaaS MDMS – Production, Disaster Recovery, Test, Development |

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|---|
|  |

## 1.2.2 Services

This section summarizes the standard project delivery Services to be provided by AMF Provider to Customer in meeting the requirements of this SOW. These Services are further described within this SOW.

**Table 2. Project Delivery Services**

| # | Service | Description |
|---|---|---|
| 1 | Project Management | Project management services includes the assignment of a project manager who will serve as the primary contact between AMF Provider and Customer, and who will be responsible for the coordination of all AMF Provider implementation activities and completion of all deliverables as described in this SOW. |
| 2 | Planning and Design | Planning and design services includes facilitating activities to gather and document the detailed requirements and integration design necessary to build, configure, and provision the AMF HE, and MDMS solutions. |
| 3 | Standard Software Implementation | Standard software implementation are those services required to install, integrate (using Standard Integration), and fully setup the AMF HE and MDMS solution. |
| 4 | Customization Implementation | Customization implementation are those services required to build, install, integrate, and fully setup the Customizations in-scope as defined in this SOW. At execution, known customizations include Master Reference Data Synchronization and Customer MDMS Co-Schema support. |
| 5 | Testing | Testing services includes supporting Customer, or their SI, with their responsibilities for establishing a comprehensive test plan and test cases, executing testing, troubleshooting issues, and validating that the AMF HE and MDMS solution is ready for acceptance into production. |
| 6 | Training | AMF Provider will train Customer on the AMF HE and MDMS components as per the standard training offerings detailed in this SOW. |

## 1.2.3 Standard Training Offering

AMF Provider will provide standard training as described below to meet the objectives as described within this document:

- One (1) Onsite Session for Command Center Application.
- Two (2) Online Sessions for AMF Security.
- One (1) Onsite Session for MDMS End User Training: Participants will be provided with an overview of the MDMS system, learn the core MDMS processing functions, and taught how to navigate through the user interface to operate common MDMS functions.
- One (1) Onsite Session for MDMS Application Administrator Training: Participants will be taught how to use the application user interface to configure and administer MDMS to meet business needs to include adding users/roles/rights, setting various global application parameters, and configuring reference data.
- Forty (40) training credits for use with online continuing education to be used within 24 months of the SOW Effective Date.

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## 1.2.4 Standard Documentation Package

AMF Provider will provide the following standard documentation package as part of the AMF HE and MDMS generally available software release package and in electronic format.

| Document Type | Documents Provided |
|---|---|
| Installation Manual | The following documents describes the detailed steps for installation of AMF related hardware.<br>• ██████████<br>• ████████████<br>• ████████ |
| User Guide | The following documents provides instructions for configuring, using, and administering the AMF HE and MDMS software.<br>• ████████<br>• ████████████████████████████<br>• <br>• <br>• <br>• <br>• <br>• <br>• |
| Integration Guide | The following documents provides interface specifications, messaging guidelines, XML schema definitions, sample XML files, and WSDL files for use when integrating Customer systems to the MDMS<br>• ████████████████ |
| Reference | The following documents will be provided as reference to Customer which includes additional information relevant to the AMF and MDMS solution implemented as per this SOW.<br>• ████████████████<br>• <br>• <br>• <br>• <br>• <br>• <br>• <br>• |

## 1.2.5 Key Project Activities

This section lists a high-level overview of the key project activities that is included in this SOW. A Responsibilities section is also included in this SOW to further describe which party, Customer or AMF Provider, has the ownership of these activities with expected support as required by the other party. The Project Approach section of this SOW also details the specific scope and boundaries of the tasks, actions, and deliverables that are a part of these key activities. Both Customer and AMF Provider agree to abide by the details set forth in this section, Key Project Activities, as well as the Responsibilities and Project Approach, in alignment with Appendix A and the Agreement.

**General**
- Delivery of a fully functional MDMS on or about October 31st , 2023 to support CSS go live associated with TSA Exit in accordance with requirements listed under R1 in Appendix A
- Delivery of a functioning AMF HE on or about August 1st, 2023 to support AMF Network Equipment deployment. Non-production testing will include the installation of 1████████████ and 2████████████████ to support remote disconnect functionality and 2████████████████ to support AMF functionality.

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- Build and deploy the AMF Provider cloud-based Meter Data Management System in accordance with the Customer's business requirements as defined in Appendix A. Build and deploy the AMF Provider cloud-based AMF HE in accordance with the Customer's business requirements as defined in Appendix A.
- Provide a functional design for MDMS and AMF HE to meet requirements in Appendix A.
- Provide a technical design for MDMS and AMF HE to meet requirements in Appendix A.
- Conduct Unit Testing for MDMS and AMF HE to meet requirements in Appendix A.
- Adhere to Project Management Office (PMO) processes and policies as mutually agreed upon at the Program level including, but not limited to: issue management, risk management, quality assurance, financial management, budgeting, invoice management, change order management, document management and reporting
- Provide project management for the delivery of the MDMS/AMF HE and related Work (e.g., planning, procurement, installation, testing, training, quality control, performance review and operations per the SOW)
- Provide support and assistance as requested by the Customer to enable the Customer to meet the regulatory requirements of the Rhode Island PUC or other administrative, regulatory or governmental entities, as set forth in the Agreement and this SOW.
- Meet or exceed the functional and non-functional requirements for the MDMS/AMF HE as specified in Appendix A.
- Meet the Final Acceptance Criteria in this SOW as specified in Section 3.5.3 of this SOW.

**Scope and Schedule Management**
- Provide activities, tasks, milestones, durations, resources and dependencies for AMF Provider responsibilities, in support of the development of the Program Project Plan including all parties, companies, and stakeholders.
- Provide input to and status of the Program Project Plan on a weekly basis
- Develop, maintain and report status on the AMF Provider Project Plan, which is subordinate to the Program Project Plan
- Deliver workshops to Customer as mutually agreed upon from the list of standard workshops.  Not all listed workshops may be needed, and additional workshops may have to be added.
    a. Project Management Standard Workshops
        i. Scope Validation
        ii. Schedule
        iii. Risk Review
        iv. Governance
    b. AMF Standard Workshops
        i. AMF Business Process
        ii. Head End System (HES) Configuration/Integration
        iii. Backhaul Requirements
        iv. IP addressing to include IPv4 and IPv6, DNS, DHCP, IP Management, server requirements and locations
        v. Test Planning
    c. AMF Standard Workshops that may be included in this SOW or incorporated into future SOWs:
        i. Meter/Module Selection
        ii. First Article Testing
        iii. Field Network Design/Field Survey
        iv. Meter Deployment/Installation
        v. Collector Commissioning
        vi. Mesh Extender Commissioning
    d. Meter Data Management System (MDMS) Standard Workshops
        i. MDMS Overview
        ii. Reads and Events
        iii. Billing
        iv. ▮▮▮▮▮▮▮▮▮
        v. ▮▮▮▮▮▮▮▮▮
        vi. ▮▮▮▮▮▮▮▮▮
        vii. ▮▮▮▮▮▮▮▮▮
        viii. ▮▮▮▮▮▮▮▮▮

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    ix.    Data Conversion and Historical Data Loads
    x.    MDMS Technical Architecture
    xi.    MDMS Configuration
    xii.    MDMS Integration
    xiii.    MDMS Testing and Validation
    xiv.    MDMS Training Strategy

**Resource Management**
- Provide resources, responsibilities, and assignment durations for AMF Provider Employees in the AMF Provider Resource Plan, which is subordinate to the Program Resource Plan
- Provide input to and status of the Program Resource Plan on a weekly basis or as specified by Implementer
- Direct AMF Provider Employees assigned to the Project based on Program Project Plan
- Direct AMF Provider Subcontractors in accordance with PMO processes
- Adhere to all Program PMO onboarding processes as mutually agreed upon for all AMF Provider Employees
- Assure all resources are qualified to perform job duties as assigned

**Risk and Issue Management**
- Identify and escalate Project risks and issues and drive resolution of those risks and issues related to AMF Provider

**Quality Assurance**
- Provide input to the Program Quality Assurance Plan consisting of expectations management, quality delivery project metrics, verification activities, validation activities, and continuous improvement activities.
- Conduct quarterly quality assurance reviews led by AMF Provider's representative who will serve as AMF Provider's quality assurance director.
- Support the Customer in contributing to a panel of quality assurance executives from the primary AMF Provider and Customer to address issues identified through the integrated quality assurance process and Project solution
- Assess the Project regularly to verify adherence to use of standardized project management methods and tools

**Fiscal Management**
- Provide monthly, quarterly and annual budget and financial forecast on a monthly basis or as specified by Customer and mutually agreed with AMF Provider.
- Assist Customer in reconciling discrepancies for AMF Provider deliverables between actual and forecasted budget
- Provide accurate and timely invoices in accordance with payment milestones and invoicing plan defined in the Agreement
- Follow the guidelines provided in the financial management plan for the Project as specified by Customer and mutually agreed with AMF Provider.

**Release Management**
- Provide input and updates to the Program release plan for AMF Provider deliverables
- Align the development efforts and otherwise adhere to the overall Program release plan that supports the proposed implementation schedule and the associated IT dependencies.

**Document Management**
- Adhere to program document management processes as agreed to by the Parties
- Submit deliverable documents to Customer based on mutually agreed upon deliverable guidelines, which may include submission to the chosen document repository, another digital distribution format such as email, or a physical hard copy if needed

**Reporting**
- Provide weekly and monthly status reports to the PMO including the fiscal report, safety report and program/deployment status reports
- Prepare and implement a service improvement plan, if there are identified deviations and/or risk of negative impact to the Agreement, Requirements and/or the approved project plan.

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**Solution Design and Configuration**
- Provide MDMS/AMF HE architecture support
- Provide MDMS/Data Collection best practices for configuration and high availability architecture
- Develop MDMS/AMF HE Product Configuration Design document
- Contribute to the development of the requirements traceability matrix
- Provide MDMS/AMF HE Product Configuration Design Document

**Standard operating procedures and Training**
- Develop the MDMS/AMF HE Training Plan (including "Train-the-Trainer" Training) for MDMS and AMF HE
- Provide input to MDMS/AMF HE standard operating procedures
- Deliver standard MDMS/AMF HE training collateral to Project Team
- Coordinate with Customer for end-user training schedule
- Provide input to training and development needs assessment
- Support development of job aids for each applicable program release with applicable release notes
- Provide standard MDMS/AMF HE classroom training

**Interfaces**
- Provide input to interface design, build, and test for the interfaces with MDMS/AMF HE
- Provide standard documentation on API specifications for integration with MDMS/AMF HE
- Attend interface technical design working sessions
- Provide test data for integration testing to ensure effective testing as defined and agreed to in the test plan
- Provide available interface MDMS/AMF HE Software Development Kit materials
- Work with interface software developers and application developers as needed to achieve a highly functional end to end interface.

**Architecture**
- Provide input to solution architecture document
- Supply MDMS/AMF HE functional and technical architecture documentation for use in the high-level solution architecture activities. This documentation includes but is not limited to: application architecture overviews, functional component diagrams and explanatory narratives that constitute the overall application architectures, data, system and interface architecture documentation, and API specifications.

**Cyber Security**
- Provide evidence of Threat Assessment for example, vulnerability management overview and penetration test attestation letter for ensuring threats against the MDMS/AMF HE are adequately mitigated
- Provide input to a cyber security assessment
- Provide input to the Security Plan
- Provide, document, and configure the cyber security solution for the MDMS/AMF HE
- Provide information needed for firewall rules
- Resolve critical and high MDMS/AMF HE Defects found during penetration testing according to the Security Plan

**IT Infrastructure and System & Application Configuration**
- Provide the design, installation, configuration, unit testing, patching and upgrade of the MDMS/AMF HE production environment
- Design, install, configure, unit test, patch and upgrade MDMS/AMF HE non-production environments
- Provide technical operation and maintenance of all environments
- Consult with Customer if upgrades are required to meet Project requirements
- Provide the installation, upgrade, configuration and maintenance documentation for the MDMS/AMF HE as defined in Section 1.2.4 Standard Documentation Package
- Provide input into the MDMS/AMF HE configuration management strategy and plan
- Provide input to MDMS/AMF HE disaster recovery and high availability strategy and processes

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- Complete MDMS/AMF HE application configuration as needed to meet requirements.
- Provide existing MDMS/AMF HE standard reports
- Provide Customer guidance on the development of custom reports
- Deliver and conduct unit testing of application extensions needed to meet requirements specified in Appendix A
- Develop and load testing data for unit testing which would encompass either data from test lab AMF meters or mocked up register, interval, and event data for a couple AMF meters.
- Resolve Defects identified during unit testing for the MDMS/AMF HE

**Data Migration/Conversions for MDMS/AMF HE**
- Provide input into data migration strategy
- Provide input into data migration/conversion plan for converting legacy systems (MV-90, ERS, etc.) data into MDMS/AMF HE
- Assist with data mapping activities
- Provide data migration tools (as available)
- Assist Customer/SI in conversion verification

**Testing**
Active involvement in Testing, Defect Analysis, and Resolution of Defects for the following types of testing:
- Integration Testing – verifies proper execution of application and integration components functionality (both off-the-shelf and any special/custom integrations)
- System Testing – verifies proper execution of the business processes within, across, and through applications
- Cyber Security Testing – verifies the solution meets security requirements
- User Acceptance Testing – verifies the solution meets specified user requirements
- Performance Testing – verifies overall system capacity of the Solution Components, supporting integration and legacy applications at specified stages of meter deployment
- Regression Testing – verifies proper execution of application and integration components functionality (both off-the-shelf and any special/custom integrations) following a system update or modification
- Provide stress and performance testing results for previously completed scalability testing on MDMS/AMF HE
- In Program Increment 5 (Release 1), validate that the MDMS is properly sized to meet the Requirements including: volume of meters, channels, and intervals expected for Production use.
- Provide standard MDMS/AMF HE Functional Test cases for a to be mutually agreed upon Integrator's Master Test Strategy and Plan
- Provide input into the Master Test Strategy and Plan
- Provide input into System, Integration, Cyber Security, User Acceptance and Performance Test Plans
- Support Customer in initial setup of the MDMS/AMF HE test environments to be used for supplying meter data for Integration Testing
- Meet completion criteria to exit Integration, System, Cyber Security, User Acceptance and Performance testing
- Perform Defect Triage and analysis as needed to understand root cause and achieve resolution.
- Resolve Severity 1 and 2 MDMS/AMF HE Defects (as defined in Appendix C) through Integration, System, Cyber Security, Performance and User Acceptance testing as defined in the Master Test Strategy and Plan
- Deliver all fixes in accordance with the Agreement terms and conditions for resolving Defects

**Implementation (i.e., Application Go-Live)**
- Provide input to MDMS/AMF HE Cutover Plan
- Participate in dry run prior to each implementation
- Support the set-up, installation, and configuration of the Production environments
- Support validation of technical implementation
- Resolve Severity 1 and 2 AMF Provider Defects identified as part of implementation
- Provide technical documentation for the AMF Components specified in the MDMS Cutover Plan
- Update the production MDMS/AMF HE solution architecture document as required

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## 1.2.6 AMF Provider Contract Manager, Key Personnel and AMF Provider's Affiliates

The AMF Provider shall assign Key Personnel to the Services in accordance with the roles specified in this section. Once assigned, the AMI Provider shall not remove, replace, or reassign any Key Personnel without RIE's prior written consent, not to be unreasonably withheld. If any Key Personnel become unavailable for any reason beyond the AMF Provider's reasonable control, the AMF Provider shall immediately notify RIE, submit justification in reasonably sufficient detail (including proposed replacement) to permit evaluation of the impact on the Services, and secure the prior written approval of RIE for any replacement.

- The AMF Provider Contract Manager shall be:
  Name: ████████████
  Email address: ██████████████████████
- The Key Personnel shall be for the following individuals:

| Name | Email | Role | Location |
|------|-------|------|----------|
| ██████████████ | | ██████████████ | |
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## 1.2.7 High Level Scope

Based on the analysis of the Requirements Matrix and Estimate Model, the Customer has defined an indicative implementation plan to meet the critical milestones of the TSA-Exit and AMF Program. This plan includes Program Increment (PI) Pre-Planning, Backlog Refinement, and Vendor Contract Support, followed by 13 PIs supporting 5 releases, plus a pre-release supporting AMF network deployment. This plan will be further refined during the PI Pre-Planning phase, where the backlog will be groomed, and specific Epics will be aligned to the 13 PIs. This plan is shown in Figure 1.

All plans will include coordination to meet the key programmatic target milestones:
- October 2023: Go-Live of end of TSA activities. This is aligned with the billing system go-live.
- May 2024: Go-Live of additional functionality (i.e. remote connect / disconnect), and readiness to start AMF meter deployment.
- December 2025: Completion of AMF meter deployment

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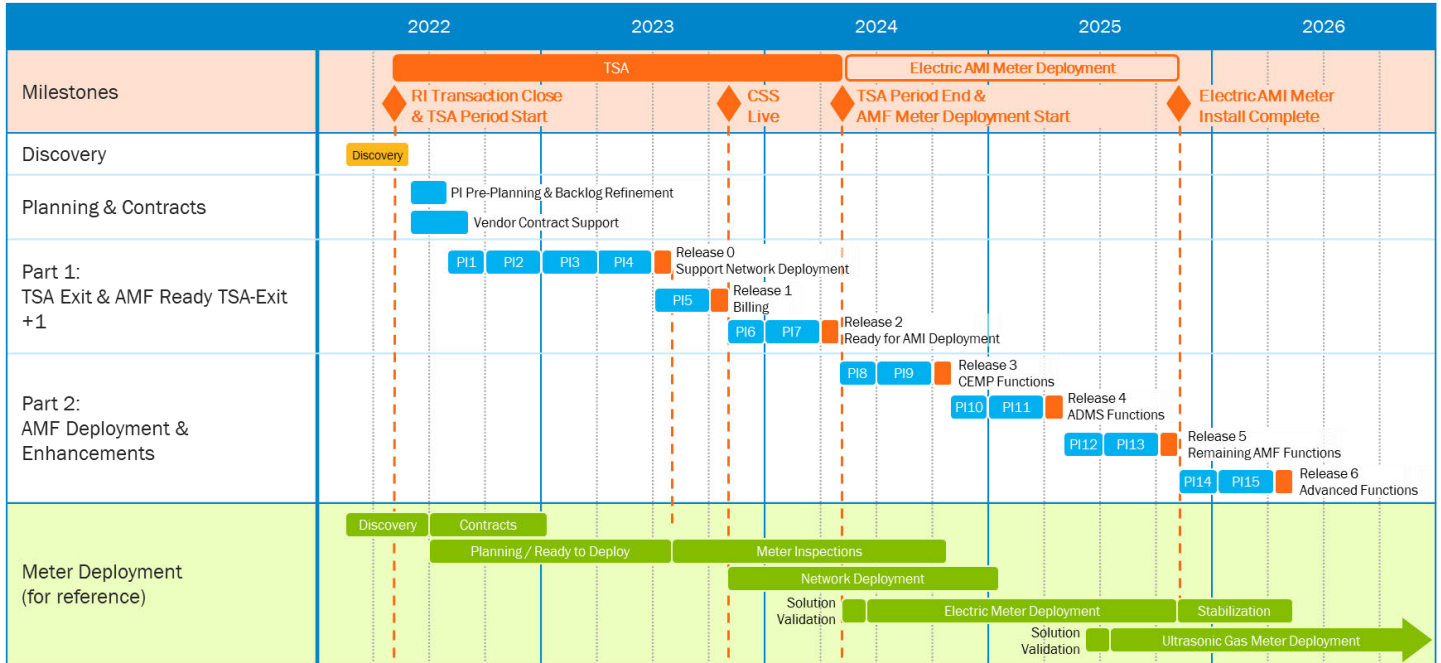


**Figure 1: AMF Program Indicative Implementation Plan**

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Key elements of the schedule include meeting the following releases:

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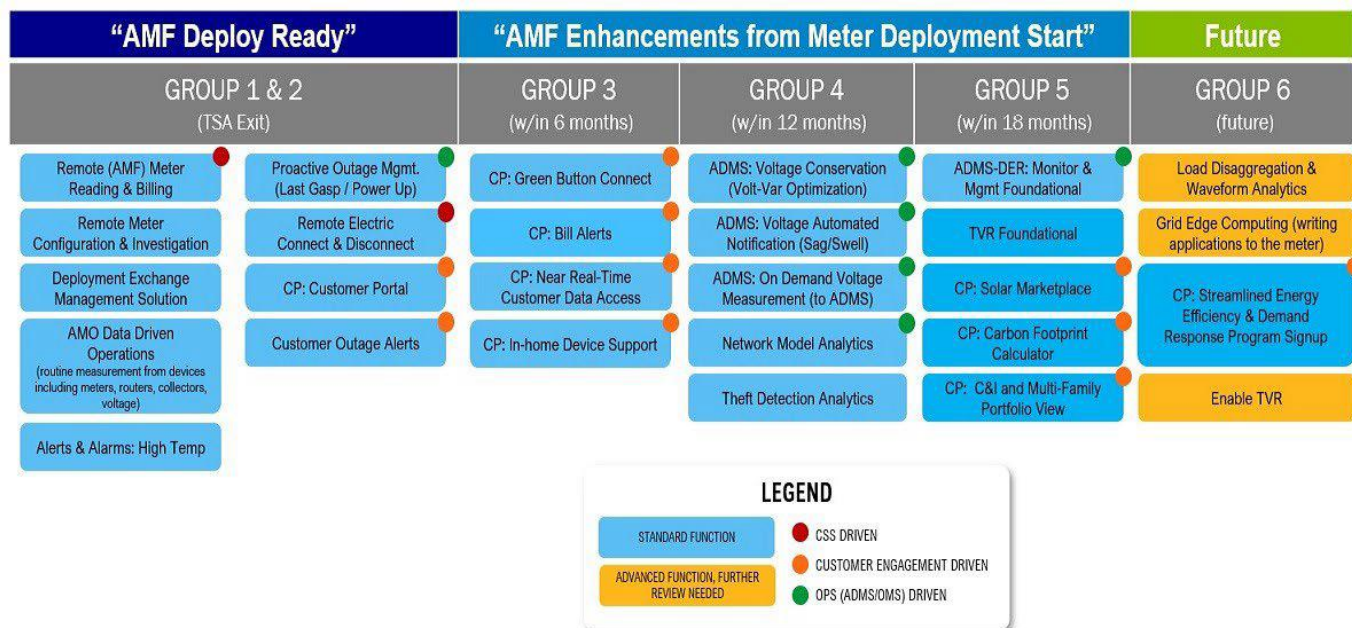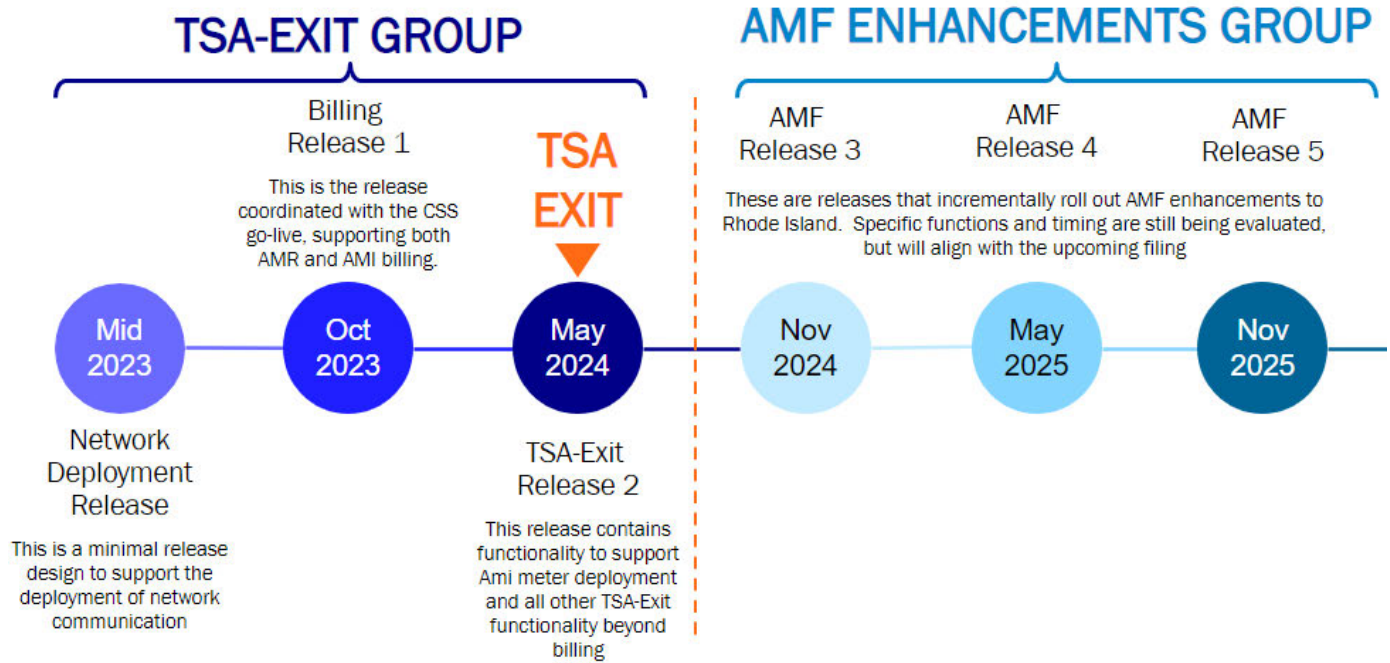


**Figure 2: Release Strategy**

## 1.2.8  Cooperation with Other Vendors.

AMF Provider acknowledges and agrees that it shall cooperate with "Other Vendors" (concerning the Project.)

AMF Provider agrees with Customer to reasonably cooperate with Customer and its Other Vendors in their respective efforts to design, develop, produce, install and deploy the respective components of the Project for which such parties are responsible, including, but not limited to, having AMF Provider's representative who is managing its services under this Agreement to occasionally meet with Customer and select Other Vendors to coordinate their respective efforts where such efforts may overlap or potentially conflict.  In the event AMF Provider identifies any issue(s) or concern(s) associated with any of its services, or the scheduling or completion of the same, that have resulted or may result from the services, products, scheduling, work or activities of any Other Vendor, AMF Provider agrees to promptly inform Customer of such issue(s) or concern(s) in reasonable detail, and further agrees to permit Customer a reasonable opportunity to attempt to resolve such issue(s) or concern(s) through discussions by it with AMF Provider and that Other Vendor(s) (including three-way discussions as deemed appropriate by Customer), before AMF Provider seeks any redress of such issue(s) or concern(s) directly with that Other Vendor. Customer agrees with AMF Provider to require its Other Vendors to similarly cooperate with AMF Provider.  If requested by Customer, AMF Provider agrees to make one of its senior executives (regional director) having responsibility over AMF Provider's Agreement with Customer available to participate in those discussions.

## 1.2.9  Transition Services.

AMF Provider and Customer agree to the Transition Services as set forth in Section 5.7 of the Agreement, which Transition Services are incorporated herein by this reference as if set forth fully at length herein.

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## 1.3　Assumptions and Clarifications

The provisions of this SOW are based on the following clarifications and assumptions.

- AMF Provider will complete Standard Integration between the AMF HE and MDMS whereas Customer will be responsible for all other integrations using generally available standard interfaces and formats from AMF HE and MDMS, unless otherwise stated in the requirements and captured in this SOW. It is assumed that all functions in the requirements can use a Standard Integration between AMF HE and MDMS.
- Customer is responsible for MDMS Co-Schema code maintenance and changes while AMF Provider is responsible for Customizations to the MDMS Data Synchronization Engine (DSE) services layer adapter to meet master reference data synchronization requirements.
- Specific roles and responsibilities for both parties will be mutually reviewed and confirmed and documented in the Responsibilities described in this SOW.
- AMF Provider and Customer will each dedicate proper resources to complete the project tasks outlined in this document, in alignment with the Responsibilities and Resource Plan described in this SOW.
- Customer will act as the system integrator ("**SI**") for the project, or contract with a third party, for integration subject matter expertise, configuration, testing, and the proper operation of interfaces originating at Customer middleware and systems.
- The integration scope of this SOW will utilize AMF Provider Standard Integration and generally available functionality where possible in the implementation of the AMF HE and MDMS, unless described otherwise in the SOW.
- AMF Provider will provide Standard Integration specifications required for Customer to integrate their systems to the AMF HE and MDMS.
- AMF Provider will provide the necessary 3rd-party software licenses and versions to run the AMF and MDMS solution at AMF Provider's network operations center.
- Integration to Customer systems is identified or have supporting requirements in Appendix A
- Customer will provide 3rd-party integration specifications and relevant system documentation during the planning stage of this project, as reasonably requested by AMF Provider and as required for integration activities.
- Customer is responsible for necessary modifications to Customer systems which integrate with the AMF HE and MDMS. AMF Provider will assist Customer by providing consultation and guidance pertaining to interface requirements at the AMF HE and MDMS.
- AMF Provider is responsible for necessary standard configurations to its systems and/or interfaces originating from AM HE and MDMS to integrate with Customer systems.
- All parties agree to collaboratively troubleshoot integration issues as required to identify root cause and a resolution path. This may encompass participation in working sessions to reproduce issues, validating message flows end-to-end, and reviewing error logs.
- Customer will provide computing laptop devices to install AMF Provider RF Mesh field tool applications.
- Customer and AMF Provider will collaborate to establish communication from field network devices to non-production environments AMF HE and MDMS servers, where applicable.
- After conclusion of the Stabilization Period (as defined in Section 3.6 below), any further and on-going technical support of the AMF HE and MDMS will be transitioned to Customer, in accordance with the terms and conditions of the Agreement.
- "Defect" or "Error" means a reproducible error and/or exception of the AMF HE and/or MDMS to perform in substantial conformity with the requirements and specifications set forth within this SOW and the generally available functionality of the AMF HE and MDMS. AMF Provider will manage all Customer reported Defects in accordance with Appendix C.
- Standard Integration means the use of either a) integration adapters which AMF Provider has developed previously with no coding modifications needed for integration to external systems or b) the use of CIM and MultiSpeak industry standards and methods that are specifically supported today in AMF Provider software products.
- Customization means a modification or a unique service offering that is made available in response to a Customer request for a particular feature, functionality, or interface that is not already included in a AMF Provider commercially available, standard product or service offering.
- Requests for functionality, customizations, and/or requirements that are not already defined within this SOW and that require additional or separate work efforts by AMF Provider shall be scoped and estimated as a change order

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and may incur additional cost and schedule to complete. The change order will be documented, reviewed, and approved by the appropriate Customer and AMF Provider stakeholders prior to commencing any change order work.

- Customer systems that are expected to interface with the MDMS and/or AMF HE are:
    o CSS
    o ADMS / OMS
    o Data Lake
    o MV-90 (Electric and Gas)
    o FieldNet
    o Wholesale Settlement
    o Load Profiling
    o ISO Market Exchange
    o Customer Channels (Green Button Connect and Customer Portal)
    o Home Area Network (HAN) and/or required back-office system
    o Supplier Portal
    o Infor Asset Management

## 1.4  Out of Scope Items

- Integration to Customer systems not identified or supporting requirements in Appendix A
- AMF HE and MDMS components and application extensions which are supplied with the base product but that will not be utilized within this project include, but not limited to:
    o SmartData Connect Consumer Web Portal
- Organizational Change Management (OCM). Implementing an OCM plan is considered out of scope for AMF Provider as part of this SOW.
- Business Process Design (BPD). Preparing for and facilitating BPD sessions and documenting the as-is and to-be business processes is out of scope for AMF Provider as part of this SOW.
- Requirements for AMF Provider to provide data creation, data corrections, or data quality cleansing services for Customer source data.
- Additional requests for services and deliverables not explicitly described and agreed upon within this SOW, such as, but not limited to:
    o Customizations and non-Standard Integration
    o Training requirements beyond the AMF Provider standard training offerings.
    o Development and implementation of report Customizations.
    o Customized documentation that is outside of the generally available documentation provided by AMF Provider
- RF Network Deployment and other AMF Network-related classroom training, to be included in future SOWs.

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# 2. Project Roles and Responsibilities

In this Statement of Work, AMF Provider has indicated in general which party (AMF Provider or Customer) is responsible for various tasks throughout this project plan. The intention is that the project is a highly collaborative effort, however, specific deliverables are the responsibility of one party. In all cases, it is expected that the responsible party will be able to count on the reasonable support and assistance of the other party to help achieve each deliverable. Detailed roles and responsibilities will be defined and a responsibility matrix that is aligned with this SOW will be a deliverable result of the Planning and Design Stage.

The assigned AMF Provider Project Manager will actively participate in all stages of the project and will be the point of escalation for any issues requiring escalation. Other AMF Provider subject matter experts will also be called upon to participate periodically in various stages of the project. These roles are not called out specifically in the stages below; however, they are implied throughout and have been considered in resource plans. Weekly status updates which summarize progress, plans, and challenges will be provided by the AMF Provider Project Manager throughout the project.

The AMF and MDMS project plan and schedule will be initialized in the Initiation Stage; refined and finalized at the end the Planning and Design Stage; and then become working project documents that are updated and managed by the AMF Provider Project Manager, with input from the Customer Project Manager and project team, in the overall project. Any schedule developed prior to the start of the project is subject to change and will be reanalyzed and refined through the Planning and Design Stage.

Customer, and/or their designated SI, will lead the overall integration effort. This component requires intimate knowledge of Customer systems, environments, business processes, operational procedures, and subject matter experts. In order to be successful, Customer will require involvement of many systems, departments, and stakeholders. Throughout the integration effort, Standard Integration will be used for all functions for which an AMF Provider standard exists. AMF Provider will support Customer in their responsibility to establish the utility side integration points to the AMF Provider AMF HE and MDMS by providing consultation as outlined in this SOW. AMF Provider will also provide guidance in terms of capabilities and best practices during planning, analysis, design, development and testing of each interface.

## 2.1 Responsibilities

AMF Provider responsible for:

- Provide input into overall program management for AMF Provider deliverable status, schedule items, risks, and issues.
- AMF Provider specific activities project management
- Provide inputs to joint project kickoff (AMF Provider related areas)
- Plan and conduct planning workshops in support of Agile activities (AMF Provider related)
- Provide subject matter expertise and consultative input to planning workshops in support of Agile activities (Non-AMF Provider system related)
- Build and maintain project management plans for issues, risks, quality, financial, change, and communication (AMF Provider related)
- Provide AMF and MDMS solution documentation in electronic format, PDF in most cases, as per standard software release package and/or generally available documents.
- Review and define AMF HE and MDMS infrastructure/architectural requirements. This includes requirements for high availability and disaster recovery. Recommendations to be provided in a Technical Architecture Overview ("TAO") document.
- Provide subject matter expertise and consultative inputs to business process flows (AMF Provider related)
- Capture, document, and track requirements from planning to deployment (AMF Provider related)
- Complete and record AMF HE and MDMS Configuration "as built" settings in an agreed upon format
- Provide inputs for AMF Provider deliverables to development of overall program schedule
- Maintain AMF Provider activities within overall project schedule

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- Provide project status weekly and monthly status reporting (AMF Provider related)

- Provide support with AMF HE and MDMS application functional design(s)

- Develop and manage AMF HE and MDMS application design(s)

- Review and provide subject matter expertise and consultative inputs to integration and conversion functional design(s) (AMF Provider related)

- Review and provide subject matter expertise and consultative inputs to integration and conversion technical design(s) (AMF Provider related)

- Develop AMF Provider component integration plans

- Provide standard interface specifications

- Provide written material forecasts of equipment deliveries

- Delivery of AMF and MDMS standard training offerings utilizing a "Train the Trainer" approach and provide related training material in electronic format

- Provide AMF HE and MDMS training environment. Training will leverage cloud environment built for Customer and Customer data

- Provide hardware and network infrastructure for hosting AMF HE and MDMS

- Forecast and capacity planning activities using Customer inputs (for AMF HE and MDMS environment sizing)

- Acquire and install 3$^{rd}$ party software and licenses as necessary to operate AMF HE and MDMS

- Validate hardware and network installation and configuration meets AMF HE and MDMS requirements

- Provide backup, redundancy, availability, maintenance, and administration for AMF HE and MDMS in accordance with the terms and conditions of the SaaS Agreement.

- Complete AMF HE and MDMS application installation

- Complete AMF HE and MDMS application configuration using Customer inputs

- Complete initial AMF field tool installation and configuration on to Customer laptops.

- Provide subject matter expertise and troubleshooting assistance regarding the integration of Customer CIS to MDMS (Data sync, On demand engine, billing extract) or through middleware, and as per the approved integration plan and Standard Integration specifications.

- Complete integration at MDMS for output received from Customer systems or middleware to MDMS (Data sync, On demand engine, billing extract), and as per the approved integration plan and Standard Integration specifications.

- Complete integration of AMF Provider AMF HE to MDMS (reads, events, commands, provisioning), and as per the approved integration plan and Standard Integration specifications.

- Complete integration at MDMS for output received from Customer systems or middleware, for the core components listed below and listed in Appendix A, and as per the approved integration plan and Standard Integration specifications.
  - Master Reference Data Synchronization
  - Billing Determinants
  - Meter Remote Disconnect/Reconnect Requests
  - On Demand Meter Read Requests
  - Meter Power Status Requests
  - Electrical Connectivity

- Load data provided by Customer systems into MDMS, for in-scope data and interfaces. Specifics to be discussed and agreed to in the project Planning and Design phase.

- Validate data flow between each integration point (AMF Provider related systems). Per the approved integration plan and during SIT (System Integration Testing) testing

- Provide subject matter expertise and consultative inputs to overall Test Plan

- Provide subject matter expertise and consultative input into use cases/test cases/test scripts (including any needed test data) for SIT (System Integration Testing) and UAT (User Acceptance Testing) activities.

- Conduct unit testing for AMF HE and MDMS related components and interfaces

- Perform initial AMF HE and MDMS system validation (or system test / smoke test). Initial validation means a series of operational / sanity checks to confirm the AMF HE and MDMS is ready for SIT testing

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- Provide guidance and subject matter expertise for AMF HE and MDMS in scope interfaces and functionality during testing
- Troubleshoot and resolve AMF HE and MDMS related system Defects in accordance with the terms and conditions of the Agreement.
- Provide "as built" configuration for AMF HE and MDMS settings
- Provide post-go live technical support for Production Stabilization for up to thirty (30) days as described in this SOW
- Transition Customer to contracted long-term support model upon completion of Production Stabilization
- Conduct project lessons learned

Customer responsible for:
- Overall solution program management
- Plan and conduct joint project kickoff (including the coordination of Non-AMF Provider content and overall Program management)
- Plan and conduct planning workshops in support of Agile activities (Non-AMF Provider system related)
- Build and maintain project management plans (Non-AMF Provider system related)
- Generate hard copies of AMF and MDMS solution documentation.
- Provide business process flows (as-is)
- Document business process flows, requirements, and design (to-be)
- Capture, document, and track requirements from planning to deployment (Non-AMF Provider related)
- Provide inputs to AMF HE and MDMS Configuration "as built" settings
- Develop and maintain overall program schedule
- Develop and manage overall integration plan
- Provide inputs to AMF HE and MDMS application functional design(s)
- Provide inputs to AMF HE and MDMS application design(s)
- Develop and manage integration and conversion functional design(s)
- Develop and manage integration and conversion technical design(s)
- Approve all plans and schedules
- Identify individuals who will train others and participate in AMF Provider-provided standard training offerings
- Delivery of AMF and MDMS training to the broader Customer employee user base.
- Provide training facility, such as a conference room or other location conducive to classroom style training and personal computers for each attendee with capability to log into AMF HE and MDMS.
- Provide input to forecast and capacity planning activities, as related to software installation and configuration (AMF Provider related)
- Provide input to configuration settings for AMF HE and MDMS
- Complete ongoing AMF field tool installation and configuration upon initial process validation
- Complete integration of Customer CSS to MDMS (Data sync, On demand engine, billing extract)
- Complete integration of other Customer systems to MDMS to support requirements in Appendix A.
- Complete Customizations for interfaces originating at Customer systems, if required
- Provide Customer system data to AMF Provider for loading into MDMS, for in-scope data and interfaces
- Validate data flow between each integration point (non-AMF Provider related systems)
- Develop Overall Test Plan
- Develop use cases/test cases/test scripts (including any needed test data) for SIT and UAT activities
- Lead, execute, track and document SIT related activities
- Lead, execute, track and document UAT related activities
- Lead, execute, track and document non-functional related testing activities
- Provide system acceptance approval / sign-off

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- Convert historical meter data <if applicable>
- Conduct subsequent training or any trickle-down training/knowledge transfer
- Approve "as built" configuration for AMF HE and MDMS settings
- Develop the migration/go-live plan
- Execute the migration/go-live plan
- Troubleshoot and resolve AME HE and MDMS issues related to data quality
- Provide inputs to project lessons learned
- Provide overall project completion approval

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# 3.  Project Approaches

The project will be delivered in a scaled Agile framework, of which Customer will lead and AMF Provider will contribute to for its components. Solution functionality will be incrementally planned for and implemented in a series of Releases as defined in the Requirements listed in Appendix A. Releases are comprised of varying amounts of 12-week program increments (PI), each with their own PI planning activities and a series of sprints to deliver on agreed-upon functionality.

The project is broken down to five separate stages:
- Initiation Stage – occurs once
- Planning and Design Stage – occurs for each Release
- Build / Configuration Stage – occurs for each Release
- Testing Stage – occurs for each Release
- Deployment Stage – occurs for each Release
  - Production Stabilization and Acceptance – occurs for each Release
  - Final Acceptance – occurs one time after the final Release

## 3.1  Initiation Stage

This stage adds a level of detail to all the items defined in this SOW. A joint Program kickoff meeting will be held. Details will be added to the project plan. Responsibilities may be refined only through mutual agreement. Key procedures and processes will be adopted and set. Preliminary workshops will be conducted. PI Pre-Planning activities will take place. The key deliverables for this stage are as follows.

*Table 3.  Initiation Stage Deliverables*

| Deliverables | Lead | Support | Comments |
|---|---|---|---|
| Meter Programs for test meters | AMF Provider | Customer | For non-production hardware |
| Joint Project Kick-off Meeting | AMF Provider | Customer | For AMF Provider solution components |
| Technical Workshop Plan for AMF HE and MDMS | AMF Provider | Customer | |
| Initial Requirements Traceability Matrix (RTM) | AMF Provider | Customer | Business requirements that AMF Provider components are to meet |
| Draft Communication Plan | AMF Provider | Customer | Includes project contact list and recurring meetings |
| Draft Project Plan and Schedule Inputs for AMF HE and MDMS | AMF Provider | Customer | |
| Draft Project Documents for non-AMF Provider components | Customer | | AMF Provider to review. |
| Draft Business Process Design and Flows | Customer | | Can be limited to a discussion on Business Process. AMF Provider to review. |
| Technical Workshop Plan for non-AMF Provider components | Customer | AMF Provider | AMF Provider to review. |

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## 3.2  Planning and Design Stage

The Plan and Design stage is for planning activities between AMF Provider and Customer to gather and document the detailed requirements necessary to implement the AMF HE and MDMS solution. This will include identification and documentation of all requirements specified in the SOW and the creation of a more detailed Implementation Project Management Plan and Schedule. In addition, the project will focus on gathering the data needed to configure the AMF HE and MDMS and the plan required to complete the installation and configuration of AMF HE and MDMS. The key deliverables for this stage follow.

*Table 4.  Planning and Design Stage Deliverables*

| Deliverables | Lead | Support | Comments |
|---|---|---|---|
| "To be" Configuration for AMF Provider Systems | AMF Provider | Customer | AMF HE and MDMS configurations |
| "To be" Configuration for Customer Systems | Customer | | |
| PI-Planning Sessions | Customer | AMF Provider | Planning for each sprint within the release schedule. |
| Technical Architecture Overview | AMF Provider | Customer | AMF HE and MDMS hardware requirements for expected capacity |
| Standard Integration Specification Document(s) | AMF Provider | | |
| Integration Plan | Customer | AMF Provider | Overall plan for integrated systems and interfaces in scope |
| AMF HE and MDMS Application Functional Design Specifications | AMF Provider | Customer | AMF Provider provides the application functional design of the AMF HE and MDMS. This design will encompass the following topics: solution overview, context diagram, and mapping of AMF HE and MDMS functionality to Appendix A requirements. |
| Overall Solution Architecture Document | Customer | AMF Provider | AMF Provider provides input as it pertains to AMF HE and MDMS components |
| Requirements Traceability Matrix for AMF HE and MDMS | AMF Provider | Customer | For AMF Provider solution components |
| Test Plan | Customer | AMF Provider | AMF Provider to provide inputs for its components. |
| Training Plan for AMF HE and MDMS | AMF Provider | Customer | |
| Refined Scope, Schedule, Price | AMF Provider | Customer | If required and in the event of new requirements and/or changed requirements that result from Planning and Design activities and approved via change management procedure. |

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| Updates to Project Management Documents | AMF Provider | Customer | As the result of details, learnings, new requirements, and/or changed requirements that result from Planning and Design activities and approved via change management procedure. Updates to schedule and plans for project management, communication, risks/issues for AMF Provider components. |
|---|---|---|---|

### 3.2.1 MDMS and AMF HE Specific Related Planning Activities

- AMF Provider will conduct AMF HE and MDMS-related project management and technical workshops and Customer will designate, specify and document their requirements for AMF HE and MDMS configuration. Major items include:
  - Rates, Billing, and Billing Cycles
  - VEE Rules
  - MDMS Smart Groups
  - Roles and Access Rights
  - Processing Schedule/Cycles (i.e. MDMS 24 Hour Clock)
  - Service Order Rules
  - Alerts, Alarms, Flags & Events Rules and Related Actions
  - Interface and Solution Architecture Requirements
  - Master Reference Data Synchronization specification review
  - Legacy data migration requirements
  - Testing Strategy and Plan
  - Training Requirements and Plan
  - IT Network Configuration
  - Integration Planning
- Customer will present current system information and current business process flow and AMF Provider will present system specification topics and make recommendations relative to the MDMS and AMF HE.
- AMF Provider will define and provide key inputs to a test plan, to include testing schedule, test cases, pass/fail criteria, testing roles, and a process to manage unit and system testing activities.
- Customer with AMF Provider input will complete an updated overall project plan (the "Project Plan") to reflect any changes or details resulting from this planning and design stage. This plan will be inclusive of the installation, configuration, and delivery of the MDMS and AMF HE, including specification of release milestones, in which AMF Provider will work within and provide input.
- AMF Provider will manage AMF hardware materials flows, including test meter delivery
- Customer will coordinate testing and validation of test meters.
- Customer will review all Plan and Design stage deliverables,
- Customer and AMF Provider will mutually agree on success criteria that is aligned with the scope, requirements, and acceptance criteria defined in this SOW.
- Customer and AMF Provider will provide written approval of all core project documents.
- Customer will coordinate testing and approvals for production.

### 3.2.2 Communication and Risk Management Plan

The Communication Plan, prepared by AMF Provider with input from Customer, will be used to make certain the stakeholders of each Customer are aware of the AMF and MDMS implementation plan and progress as we reach specific milestones. The risk management plan, which includes contract controls, will be enabled if there is a risk identified that may take the plan off schedule.

For the Communication and Risk Management Plan,

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- AMF Provider will work with Customer to define and maintain the communication and risk management plan as it relates to Customer's AMF HE and MDMS environments (e.g. development, test, disaster recovery, and production), and share this this with the project stakeholders.

## 3.2.3 IT Security Analysis

- For both AMF HE and MDMS, provide upon written request the SOC1 and SOC2-Type 2 reports that validate that security audit was performed by a third party for AMF Provider security controls and processes.
- For both AMF HE and MDMS, provide upon written request a Penetration Test Attestation Letter that validates that AMF Provider's security posture is resilient.

## 3.2.4 Interface Analysis

During Interface Analysis the parties will prepare the detailed integration plan for each system integrating with the MDMS and AMF HE (provided by AMF Provider), And for each interface identified as within the scope of this project. AMF Provider will participate in the interface analysis process, assisting Customer personnel in identifying key decision points. Customer will ensure the appropriate representatives of each impacted business segment are available for participation and will be responsible for determining that the integration plan, as developed, meets its objectives.

During the Interface Analysis stage of the project:

- Customer and/or their SI will finalize tasks needed for the planning and analysis of all interfaces identified in this scope of work for this project. AMF Provider will provide input as it pertains to MDMS/AMF HE side interface and expected data flows.
- Customer and/or their SI owns the overall solution design which includes all integration points from the MDMS/AMF HE to upstream and downstream Customer systems. AMF Provider will provide input as it pertains to MDMS/AMF HE side interface and expected data flows.
- Customer and/or their SI will develop and document an overall integration architecture design defining an interface identifier, describing the integration (target and source), describing the integration pattern(s), volumes, frequency, etc. AMF Provider will provide input as it pertains to MDMS/AMF HE side interface and expected data flows.
- For each of the interfaces between MDMS and AMF HE:
  o Customer and/or SI will identify and review the business process(s) that impact each interface.
  o Customer and/or SI, and AMF Provider will jointly define the method and frequency by which data will be transferred between these systems as part of the final integration plan that is subject to formal Customer approval during the completion of the Planning and Design stage.
  o AMF Provider will identify the standard configuration for executing each interface.
  o AMF Provider will identify the standard data elements supplied through each interface; Customer and/or SI will review and provide agreement and/or adjustments.
  o Customer and/or SI will identify functional requirements specific to each interface for use in testing. and capture within the RTM. Specifically, this means confirming what meter data, events, and alerts are to be sent from AMF HE to the MDMS, along with the desired timing and format (e.g. bulk data extract or web service).
- For each of the interfaces between MDMS/AMF HE and Customer systems:
  o Customer and/or SI will identify and review the business process(s) that impact each interface.
  o Customer and/or SI will verify the source and destination systems for each interface.
  o Customer and/or SI, and AMF Provider will jointly define the method and frequency by which data will be transferred between their systems and applicable interfaces as part of the final integration plan that is subject to formal Customer approval during the completion of the Planning and Design stage.
  o Customer and/or SI, and AMF Provider will jointly identify the technologies used by the source and destination systems for executing each interface.
  o Customer and/or SI, and AMF Provider will jointly review the data elements required for each interface and the formats required.
  o Customer and/or SI will identify functional requirements specific to each interface for use in development and testing and capture these within the RTM.
- Customer and/or SI, will document any needed technical integration specifications for interfaces in scope to capture things such as interface descriptions, data mapping and data flows, design assumptions, and maintenance and high-level testing requirements.

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- For reference, the approach used to create the technical integration specification documents starts with workshop discussions as described earlier on in this section. Subsequent discussions post-workshops will take place as needed to follow up on action items, questions, and decision points necessary to finalize technical integration specifications. These discussions and documents include input from subject matter experts from all applicable parties and Customer business process owners, and accounts for risks and impacts to the Project as a whole.
- For further reference, the lineage among core MDMS and AMF HE related project documentation is as follows:
  - SOW -> Business Requirements -> Requirements Traceability Matrix -> Integration Plan -> Test Plan and Test Cases
- Interface Analysis will be provided by all parties as needed to resolve Defects.

## 3.3   Build and Configuration Stage

This stage is for final design activities, software installation, integration tasks, and prerequisites for testing. All activities in the Build and Configuration will align with requirement changes as mutually agreed upon in the prior stage. The key deliverables for this stage follow.

*Table 5.  Build and Configuration Stage Deliverables*

| Deliverables | Lead | Support | Comments |
|---|---|---|---|
| Hardware Environment Set-up | AMF Provider | Customer | For environments in scope (e.g Development, Test, Disaster Recovery, and Production) |
| Software Installation | AMF Provider | Customer | AMF HE and MDMS software components |
| AMF Field Tool Software Installation (Initial) | AMF Provider | AMF Provider | AMF Provider will perform initial installations to validate installation procedures. |
| AMF Field Tool Software Installation (Ongoing) | Customer | AMF Provider | Customer will handle subsequent installations once installation procedure is proven. |
| Commissioning of network equipment, and AMF meters purchased for use in the Test environment per this SOW | AMF Provider | Customer | Verification of "Normal" status in AMF HE (as required, in non-production environment(s)) |
| Coordination of meter deliveries purchased for use in the Test environment per this SOW | AMF Provider | Customer | To align to Customer's installation schedule (as required, in non-production environment(s)) |
| AMF Provider to AMF Provider System Integrations | AMF Provider | Customer | Integrations between MDMS and AMF HE |
| Configurations for interfaces originating at AMF HE/MDMS to Middleware | AMF Provider | Customer | As defined during the interface analysis stage |
| Configurations for interfaces originating at Customer Systems to Middleware | Customer | AMF Provider | As defined during the interface analysis stage |

### 3.3.1  Server Installation

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- AMF Provider will setup the in-scope AMF HE and MDMS servers and software infrastructure according to the Agreement, Requirements in Appendix A, and Technical Architecture Overview documents.

## 3.3.2  Cloud Software Installation

AMF Provider and Customer will jointly be responsible for installing and configuring the AMF HE and MDMS application software to the lower and production environments.

During the Cloud Software Installation component of the project:

- AMF Provider will check the AMF HE and MDMS environments prior to the software installation to ensure all pre-requisites have been completed. If gaps or issues are found, then AMF Provider will implement changes and corrections as necessary.
- AMF Provider will deliver the standard AMF HE and MDMS release notes and release package(s) to Customer.
- AMF Provider will install and configure AMF HE and MDMS software in lower and production environments.
- AMF Provider will complete AMF HE and MDMS configuration to meet Customer business requirements; Customer will participate fully in AMF HE and MDMS configuration activities.
- AMF Provider will capture AMF HE and MDMS configurations and migrate configurations through lower and production environments to ensure alignment.
- AMF Provider will provide Customer written notice that the environments are online and ready for access.  AMF HE and MDMS DEV environments will be available 6 weeks after the SOW Effective Date anticipated to be no later than December 2022.
- AMF Provider will perform database backup and server backup(s) prior to the software installation, if necessary.
- Customer will install once procedure is proven, and AMF Provider will assist, in the installation of AMF field tool software at Customer owned computing laptop devices.

## 3.3.3  Interface Configuration and Development

Customer, or their SI, will complete development and/or configuration of the interfaces between the Customer systems and the MDMS or AMF HE identified as in the scope of this project. Customer, or their SI, will principally be responsible for producing the design specifications for Customer side interfaces and functionality, in alignment with AMF Provider supplied MDMS and AMF HE Standard Integration specifications. Customer, or their SI, functional and technical resources will lead and perform the development (i.e. design, build, and configuration) process for Customer side interfaces. AMF Provider will assist Customer with this process by providing MDMS and AMF HE related consultation and subject matter expertise, in alignment with scope, role and responsibilities described in this SOW. Lastly, Customer, or their SI, will provide test data (as applicable) to unit test and validate the development of the interfaces.

During the Integration Configuration and Development component of the project:

- Customer, or their SI, will build and unit test utility system interfaces identified as in the scope of this project.
- AMF Provider will build and unit test AMF HE and MDMS interfaces identified as in the scope of this project.
- AMF Provider will provide Standard Integration specifications and Customer, or their SI, will conform to those specifications when building utility system interfaces.
- AMF Provider will establish integration between AMF HE and MDMS systems.
- AMF Provider will smoke test interfaces between AMF HE and MDMS as part of system testing.
- Customer, or their SI, will smoke test configurations and functionality of interfaces originating from utility systems to middleware (if applicable).
- Customer, or their SI, will lead, and AMF Provider will assist, with smoke testing all interfaces between its systems and MDMS or AMF HE prior to entering the testing stage.

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## 3.4   Testing Stage

This stage will focus on comprehensive end to end testing with AMF Provider, Customer technical resources and business end users. AMF Provider will lead System Integration Testing ("SIT"), User Acceptance Testing ("UAT") including Performance Testing, and any other testing activities in scope. After the Testing Stage including resolution of Severity 1 and 2 Defects and software meeting requirements, Customer will sign off on testing results and decide to move into the Deployment Stage. SIT is conducted to establish connectivity between the MDMS and AMF HE, CIS and other Customer systems to ensure data is flowing accurately.  UAT will be conducted with Customer end users to ensure business needs are met by the MDMS configurations and interfaces. AMF Provider will provide guidance and consulting to help Customer ensure the test objectives are being met. Customer will be responsible for documenting and managing the testing activities.

AMF Provider provides ad-hoc and general operational knowledge transfer of the MDMS to Customer personnel during testing activities. AMF Provider will also provide classroom MDMS/AMF HE training either prior to UAT or go-live in accordance with the training plan. The scope of integration involved in this stage is limited to those interfaces identified in Section 1.2 Scope. The key deliverables for this stage follow.

*Table 6.  Testing Stage Deliverables*

| Deliverables | Lead | Support | Comments |
|---|---|---|---|
| SIT Plan | Customer | AMF Provider | System Integration Testing (SIT) activities |
| UAT Plan | Customer | AMF Provider | User Acceptance Testing (UAT) activities |
| Performance Test Plan | Customer | AMF Provider | Validation that performance metrics defined in Appendix A are being met |
| Training Materials | AMF Provider | | Student Guide |
| Classroom Training | AMF Provider | Customer | Utilizing Customer MDMS/AMF HE environment and data |

## 3.4.1   Testing Preparation

Customer is primarily responsible for preparing for the integration testing, validation process, and determining the acceptability of the results. AMF Provider will review and consult the testing and validation processes developed by Customer relevant to the AMF HE and MDMS system.

During the Testing Preparation component of the project:
- Customer and/or SI will develop the test strategy and test plan for SIT that is in alignment with the contracted AMF HE and MDMS business requirements.
- Customer and/or SI will prepare use cases/test cases for SIT that are traceable to the contracted AMF HE and MDMS business requirements.
- Customer and/or SI will develop the test strategy and test plan for UAT that is in alignment with the contracted AMF HE and MDMS business requirements.
- Customer and/or SI will prepare use cases/test cases for UAT that are traceable to the contracted AMF HE and MDMS business requirements.
- Customer and/or SI will develop the test strategy and test plan for performance testing that is in alignment with the contracted AMF HE and MDMS business requirements.
- Customer and/or SI will prepare use cases/test cases for performance testing that are traceable to the contracted AMF HE and MDMS business requirements.

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- Customer will establish an agreed upon number of AMF meters of various classes with the required network hardware in a lab type environment. AMF meters will be energized with load in order to generate data to be used for testing activities.
- Customer will prepare testing instances of their utility systems to be used for testing activities.
- AMF Provider will review the AMF HE and MDMS configuration in the lower environments to ensure the systems are ready for testing activities.
- Customer will baseline/lock down all test cases prior to starting testing activities and communicate this documented list of test cases to test resources, AMF Provider, and other applicable stakeholders as required.
- Customer and/or SI will identify and assign testing resources that will be tasked to execute test cases to meet the testing schedule.
- Customer and AMF Provider will agree upon testing entry and exit/success criteria prior to starting test activities and ensure that this is documented in the test plan.
- AMF Provider will provide guidance and consulting to Customer during Testing Preparation in accordance with the responsibilities described in this SOW.
- The parties will mutually agree to testing requirements and methodologies for Final Acceptance and other testing.

## 3.4.2  Testing Execution

Customer and AMF Provider will jointly lead the completion of testing, to include managing and documenting all in-scope testing activities. AMF Provider assists Customer throughout testing by providing operational knowledge transfer and technical support related to the AMF HE and MDMS. The scope of integration involved during testing execution is limited to those interfaces identified in this SOW or as further defined and mutually agreed to during the Planning and Design stage of the project.

During the Testing Execution component of the project:
- Customer will provide necessary Customer resources, based on defined requirements, to meet testing schedule for all testing activities in scope.
- AMF Provider will provide necessary AMF Provider resources, based on defined requirements, to meet testing schedule for all testing activities in scope.
- Customer and/or SI will jointly lead testing execution with AMF Provider, and AMF Provider will provide technical support as it pertains to AMF HE and MDMS.
- If applicable, Customer and/or SI will jointly lead other in-scope testing with AMF Provider, and AMF Provider will provide technical support.
- Customer and/or SI will track testing error and exceptions and report to AMF Provider for review and analysis to determine root cause, Severity and priority, and plan for resolution.
- AMF Provider will provide mutually agreed upon workarounds or resolutions to Severity level 1 and 2 (as defined in Appendix C attached hereto) Defects, errors, and exceptions raised through the testing cycle.
- AMF Provider will work with Customer/SI until all the required interfaces defined in this SOW meet the Requirements as described in Appendix A.
- AMF Provider will work with Customer regarding resolutions for lower Severity 3 and 4 Defects to be provided in a future AME HE/MDMS maintenance release or major release.
- Customer and/or SI will resolve interface errors and exceptions raised through the testing cycle for its systems and interfaces.
- Customer and/or SI will prepare a testing results and completion report, review with AMF Provider, and sign off on testing completion when exit criteria is met.

## 3.4.3  Training

AMF HE and MDMS training is split into three discrete components that take place during different stages of the larger implementation project. Throughout the project, AMF Provider will provide general system and operational knowledge transfer to Customer personnel. During the installation and configuration activities, Customer personnel will be exposed to the AMF HE and MDMS through the configuration effort and have opportunity for hands-on experience. Knowledge transfer is also provided during the Testing Stage where the Customer AMF HE and MDMS application administrators, operators, and testing personnel are exposed to processes and operations for testing. The final training component is classroom-based end

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user training and application administrator training typically delivered at a Customer facility. The exact timing for delivery of training will be determined during the planning and design stage of the project and will be documented within the overall project schedule. Typically, this classroom training is recommended to be performed as close as possible to production go-live, or right before the UAT activities.

The training provided is relative to the integration work defined and completed in the project. Training requirements beyond the AMF Provider standard training offerings is excluded from the scope of this SOW. Requirements for AMF Provider to provide documentation that is outside the standard documentation package is also excluded from the scope of this SOW.

During Training Activities component of the project:
- AMF Provider will provide an instructor certified for AMF HE and MDMS instruction.
- AMF Provider will deliver training to Customer, in accordance with the training scope defined in this SOW and the approved training plan.
- AMF Provider will provide student guides and training presentations to Customer in electronic format. Customer is responsible for printing these materials at their option.
- Project team and of subject-matter experts will support the AMF Provider Training team in delivery of classroom training as defined in this SOW.

## 3.5  Deployment Stage

### 3.5.1  Production Cutovers

The Deployment Stage of the project will focus on bringing the technical and business work streams together as MDMS and AMF HE is used in a production environment for business operations.  A key objective of this stage is to document a detailed cutover plan and scheduling, including a rollback plan.

Within this stage, and in alignment with the Responsibilities described in this SOW and the approved Go Live Plan, AMF Provider and Customer will move the MDMS and AMF HE into production for the first time and begin production operations. Since this project has multiple releases, there will be multiple Go Lives to the production system. This will include loading converted historical data into the MDMS production database. The parties will also conduct an initial review of opportunities to optimize MDMS/AMF HE production system processes.

The MDMS is a Sarbanes Oxley (SOX) system for Customer so care must be taken to ensure all access and environment migrations are done per SOX regulations. In connection with SOX regulations for its customers, AMF Provider provides to its customers (at no additional charge) on at least an annual basis, AMF Provider's review of the controls placed in operation and a test of operating effectiveness, as defined by Statement of Standards for Attestation Engagement No. 18, Reporting on Controls at Service Organizations ("SSAE-18"), or any standards amending or replacing SSAE-18 for Services covered under such report performed by AMF Provider for or on behalf of its customer and issue SOC 1 (Type II) report  and SOC 2 (Type II) reports thereon (collectively, "SOC Reports") performed by AMF Provider's external auditors, for the applicable calendar year. AMF Provider addresses and rectifies any deficiencies found in any SOC Report review during the pendency of the Agreement. AMF Provider agrees to provide to its customers an annual certification document that indicates all AMF Provider facilities providing Services to its SaaS customers have received ISO Certification for Information Security Management Systems standards (ISO/IEC-27001 and ISO/IEC-27002 or the most current versions of such standards) or a SOC Report.  Additional information may be set forth in the Agreement.

Also, and in alignment with the Responsibilities in this SOW and the approved Go Live Plan, AMF Provider and Customer will plan, control, and execute the cutover process. The key deliverables for this stage follow.

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Table 7.  Deployment Stage Deliverables

| Deliverables | Lead | Support | Comments |
|---|---|---|---|
| Go Live Plan | Customer | AMF Provider | |
| "As-Built" AMF HE and MDMS Configuration | AMF Provider | Customer | Handed over to Customer for ownership moving forward |
| Release Sign-off | Customer | | Release complete |

During the Production Cutovers of the project:

- Customer and/or SI with assistance from AMF Provider as relevant to in scope AMF HE and MDMS systems, interfaces, and functionality, will prepare a go-live plan including tasks, roles, and dependencies.
- AMF Provider will ensure AMF HE and MDMS jobs are set up in a job scheduler with appropriate dependencies and triggers. Customer will likewise ensure automation jobs are in place with appropriate dependencies and triggers for applicable AMF HE and MDMS related processes such as for master reference data synchronization and billing data extracts.
- AMF Provider will directly support Customer in the execution of the go-live plan in a Customer lower environment in a "dress rehearsal" mode at least once. The decision on which lower environment to use for the dress rehearsal is determined by the Customer.
- Customer will execute the go-live plan in production, with direct and continuous assistance from AMF Provider
- AMF Provider will lead and Customer will support the initialization of the AMF HE and MDMS:
  - o Migrate validated AMF HE and MDMS configurations into the Production environment.
  - o Registration of AMF meters and network devices in the AME HE, and verification of "Normal" status (as required).
  - o Run an initial master data full synchronization (i.e. load production core data into the MDMS and provision to the AMF HE).
  - o Load historical monthly billing meter reading data, as defined during planning.
  - o Run an initial meter reading analytics ("MRA") process to establish baseline average daily usage data. For reference, MRA is a MDMS specific job that is configured to run once per day and that creates daily usage facts that are then used within certain validation and estimation parameters, if so enabled and configured.
- Customer will lead activating processing at their systems (as applicable); AMF Provider will assist with activating processing at MDMS and AMF HE:
  - o Validate all required AMF HE and MDMS jobs (i.e., the 24-hour clock) are enabled and processing as expected.
  - o If applicable, special queries provided for reports created under this SOW are enabled as needed.
  - o Other key processes from Customer systems, as documented during the planning and design stage, are enabled as needed.
  - o All identified and completed AMF HE and MDMS system interfaces are in place, enabled, and ready for production use (including related scripts and/or job scheduler set up, as applicable).
- Customer will lead and AMF Provider will consult in the review of processes and performance times after Go-Live to identify immediate optimization opportunities/needs.
- AMF Provider will resolve Defects (in accordance with the terms of the Agreement) raised through the production cutover cycle.

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## 3.6   Production Stabilization and Final Acceptance Criteria

### 3.6.1   Production Stabilization

This AMF HE and MDMS implementation project includes a Stabilization Period for each release to ensure the systems continue to perform within compliance of the requirements until Final Acceptance. The Stabilization Period will last for sixty (60) days each for Release 1 and Release 2, and thirty (30) days for each Release thereafter, beginning at each release into production, and completion of the stabilization period requires resolution of any Severity 1 or Severity 2 Defects. Upon Final Acceptance, the AMF Provider Project Team will transition on-going maintenance and support to the AMF Provider's Standard Support team as outlined in the Agreement. All provided maintenance, technical support, and Defect resolutions will abide by the terms and conditions set forth in the Agreement and this SOW.

During Production Stabilization:

- To the extent under AMF Provider's control, AMF Provider will continue to provide the same project delivery resources utilized during earlier phases as commercially reasonable to assist Customer with the AMF HE and MDMS production system through the Production Stabilization period. Assistance provided includes issue investigation/troubleshooting, response to technical inquiries, and general ad-hoc guidance on AMF HE and MDMS related functions.
- To the extent under Customer's control, Customer will provide the same project delivery resources utilized during earlier phases as commercially reasonable to assist AMF Provider with the AMF HE and MDMS production system through the Production Stabilization period. Assistance provided includes issue investigation/troubleshooting, response to technical inquiries, and general ad-hoc guidance on AMF HE and MDMS related functions.
- The AMF Program Manager will be the primary contact for Customer to request support during the Stabilization Period.
- AMF Provider will lead, and Customer will participate, in a review of the AMF Provider Standard Support processes and procedures.

### 3.6.2   Final Acceptance Criteria

Final Acceptance Criteria for this project is listed below. The scope of services and completed deliverables per this Agreement will be deemed successfully complete when the Final Acceptance Criteria is met as defined. Upon achievement of the Final Acceptance Criteria, acceptance shall be achieved ("Final Acceptance").

Acceptance Criteria for each Release (1 through 5)
- Testing successfully completed
- Stabilization period completed, including resolution of Severity 1 and Severity 2 Defects
- Achievement of performance SLAs for thirty (30) consecutive days, as defined in Requirements in Appendix A

Final Acceptance Criteria Overall (after Release 5)
- Achievement of performance SLAs for Releases 1 through 5 for sixty (60) consecutive days
- Resolution of Severity 1 and Severity 2 Defects
- Written System Acceptance received from Customer to indicate overall Final Acceptance of the AMF HE and MDMS systems.

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# 4. Project Management

## 4.1 Project Timeline

Work will only begin when this SOW is fully executed. Final project schedule for the project will be determined and mutually agreed upon at the end of the Planning and Design Stage and shall take into consideration the following target start and end dates listed below in Table 8. Table 8 dates will support the programmatic milestones defined in Section 1.2.7, also indicated by the term "Key" below. The Project Timeline may be updated from time to time by the Parties.

| Project Schedule | Target Start Date | Target End Date |
|---|---|---|
| SOW and Agreement Approved | 12/31/2022 | 12/31/2022 |
| Project Initiation & Kickoff | 1/9/2023 | 1/20/2023 |
| Architecture and Interface Design Complete – R1 and R2 Requirements (and signed off for required engineering and development) * | 1/9/2023 | 2/15/2023 but no later than 3/1/2023 |
| Interfaces Implemented and Unit Tested – R1 Requirements | 4/1/2023 | 9/1/2023 |
| Architecture and Configuration Complete for Test Environments  R1 Requirements | 3/1/2023 | 6/30/2023 |
| AMF HE Go Live – R0 Requirements | 09/01/2023 | 09/01/2023 |
| Integration Testing – R1 Requirements | 09/01/2023 | 09/29/2023 |
| Parallel Test, User Acceptance Testing Complete – R1 Requirements | 10/02/2023 | 10/30/2023 |
| Key: Go Live/Cutover Complete – R1 Requirements | | 10/31/2023[1] |
| Key: Go Live/Cutover Complete – R2 Requirements | | 05/01/2024 |
| Go Live/Cutover Complete – R3 Requirements | | 11/01/2024 |
| Go Live/Cutover Complete – R4 Requirements | | 05/01/2025 |
| Go Live/Cutover Complete – R5 Requirements | | 10/01/2025 |
| Final Acceptance | | 12/31/2025 |

*Table 8: High Level Project Timeline*

* If requirements are not defined as per the "no later than date" date shown, the entire schedule is at risk.  Customer intends to have all retail settlement requirements complete and agreed to by AMF Provider.

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[1] Parties acknowledge that the Settlement requirements may be a part of a later release but no later than the AMF Provider March 2024 release. Customer to provide resources during AMF Provider's SIT testing in R1 and R2.

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Note for schedule table: If the Customer requests additional services, requirements, or out of scope functionality, a change order will be proposed, reviewed, and processed, and the timeline may need to be adjusted.  Additionally, there are integration testing interdependencies needed in parallel with R1 integration testing to support network deployment, currently planned to begin March 2024.

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## 4.2　Resource Plan

The following tables outlines the expected resource requirements for AMF Provider and Customer by resource type:

*Table 9.  AMF Provider Resources*

| Resource Type | Responsibilities |
|---|---|
| Program Manager | Overall AMF and MDMS program accountability. Supports project sponsorship and communications at the executive level. Responsible for program strategy, planning, staffing and financials. Supports assigned Project Managers with internal activity requirements. |
| Project Managers | Leads and manages projects for specific components of the overall solution. Ensures the AMF Provider deliverables and responsibilities as described in this SOW are completed. |
| Technical Implementation Manager | Accountable for the technical configuration and implementation of the AMF HE solution. |
| Software Implementation Manager | Accountable for the technical configuration and implementation of the MDMS solution. |
| Business & Integration Analysts | Supports integration activities to facilitate the AMF HE and MDMS integration with Customer systems and the data flows between systems. |
| Technical Implementation Engineers | Provides additional technical and software quality assurance support during testing activities and issue investigation. |
| Solutions/Technical Architect | Accountable for the recommended architecture specification (server and database) for the AMF HE and MDMS solution and the installation of the required software. |

*Table 10.　　　　Customer Resources*

| Resource Type | Responsibilities |
|---|---|
| **Recommended resource types for Customer** | |
| Project Manager | Overall project management and point of contact for scheduling and coordinating Customer resources |
| IT Lead | Lead for advising how the AMF HE and MDMS is to be deployed given the Customer's IT environment and policies. Provides as-is and to-be assessment for things such as the integration platform, security, and network. |
| Metering Engineer / Lead and Technicians | Provides information for AMF meter programs, PCA testing, and corresponding AM HES configuration prior to field installation. |
| AMF HE and MDMS Application Administrators | Technical resource responsible for configuring and administering the AMF HE and MDMS application. |
| AMF HE and MDMS Operators | Those who are expected to use the AMF HE and MDMS application on a day-to-day basis. |
| Integration Analysts (SI) | Completes integration between Customer Systems, middleware (if applicable), AMF HE, and MDMS. |
| Testing Analysts (SI) | Responsible for testing AMF HE and MDMS processes, screens, integration, and performance, and for reporting Defects as encountered. |
| Billing Operation Analysts | Those who are expected to use the MDMS application for execution management and data analysis related to billing processes. |

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| Resource Type | Responsibilities |
|---|---|
| Business Process Owners and Subject Matter Experts | Provides guidance, requirements, and decisions as to how the SOW deliverables fit within the strategy of the Customer's respective business areas. |

## 4.3   Remote and On-Site Support

The scope of services defined within this SOW will be provided by AMF Provider to Customer either as remote or onsite and as mutually agreed upon. AMF Provider will identify points in the project when onsite support is recommended. For remote support provided by AMF Provider's core project team, Customer project repository and e-mail accounts will be utilized.

## 4.4   Change Management Process

The Change Management Process is intended to set expectations on how the changes will be managed, what defines a change, the purpose and role of the change control board, and the overall change management process. If changes are requested by either party following the SOW Effective Date, the requesting party ("Requester") shall provide a request to the other party ("Requestee") in writing.

Change Management Responsibilities

AMF Provider will:
- Log all requests for change in internal AMF Provider change management system.
- Seek clarification from change requestors.
- Evaluate changes for risk, cost, schedule, and scope.
- Process requests for change in accordance with AMF Provider change management procedure.
- Provide feedback to change requestors.
- Approve or reject the change
- Document disposition of changes.

Customer will:
- Request changes through AMF Provider.
- Seek clarification from change requestors.
- Support provision of contractual changes as needed to document changes before execution.
- Approve or reject the change.

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## 5. Payment Milestones

The services specified above are provided on a fixed price ("FP") basis. Customer agrees to pay AMF Provider for services and deliverables described in this Agreement. Milestone payments are due upon completion of the work specified for each milestone. To the extent a deliverable is the milestone definition, once a deliverable is accepted by Customer, the corresponding fee specified below becomes due and payable. Milestone payments paid are not refundable except with respect to any delivery service fee credit as provided for below in Section 5.1 or in the event of a breach of the Agreement. AMF Provider shall follow Customer's invoicing requirements, which includes the allocation of costs per milestone.

## 5.1  Project Fees and Payment Milestones

| Implementation Services | Units | Price Each | Total Price |
|---|---|---|---|
| Implementation – ▮▮▮▮▮▮ | 1 Lot | | ▮▮▮▮ |
| Implementation – ▮▮▮▮▮▮ | 1 Lot | | ▮▮▮▮ |
| Implementation – ▮▮▮▮▮▮ | 1 Lot | | ▮▮▮▮ |
| Implementation – ▮▮▮▮▮▮ | 1 Lot | | ▮▮▮▮ |
| Implementation – ▮▮▮▮▮▮ | 1 Lot | | ▮▮ |
| Total | | | ▮▮▮▮ |

**Note: TSA Exit vs. AMF** for MDMS is based on total # of Customer requirements (224) for Base/AMR (36%), retail settlement (20%), and RF (44%).

**Payment Milestones** Customer agrees to pay AMF Provider the milestone fees described below upon successful completion of the milestone definition.

| ID | Payment Milestones | Target End Date | Payment Percentage | TSA EXIT PAYMENT | AMF PAYMENT | TOTAL PAYMENT |
|---|---|---|---|---|---|---|
| 1 | DEV Environments ready to support initial testing (See § 3.3.2) | ▮▮▮ | ▮▮ | ▮▮▮ | ▮▮▮ | ▮▮▮ |
| 2 | Completion of Program Increment 3* | ▮▮▮ | ▮▮ | ▮▮▮ | ▮▮▮ | ▮▮▮ |
| 3 | Completion of Program Increment 4* | ▮▮▮ | ▮▮ | ▮▮▮ | ▮▮▮ | ▮▮▮ |
| 4 | AMF HE in Production for support of metering network devices | ▮▮▮ | ▮▮ | ▮▮ | ▮▮▮ | ▮▮▮ |
| 5 | Release 1 Complete and In Production Use with:<br><br>All Severity 1 and Severity 2 Defects resolved, and<br><br>SLA requirements met for thirty (30) consecutive days. | ▮▮▮ | ▮▮ | ▮▮▮ | ▮▮▮ | ▮▮▮ |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 6 | Release 2 Complete and In Production Use with: All Severity 1 and Severity 2 Defects resolved, and  SLA requirements met for thirty (30) consecutive days. | ████████ | ███ | ████ | █████ | █████ |
| 7 | Release 3 Complete and In Production Use with: All Severity 1 and Severity 2 Defects resolved, and  SLA requirements met for thirty (30) consecutive days. | ████████ | ████ | ████ | █████ | █████ |
| 8 | Release 4 Complete and In Production Use with: All Severity 1 and Severity 2 Defects resolved, and SLA requirements met for thirty (30) consecutive days. | ████████ | ████ | █████ | ████ | █████ |
| 9 | Release 5 Complete and In Production Use with: All Severity 1 and Severity 2 Defects resolved, and SLA requirements met for thirty (30) consecutive days. | ████████ | █████ | ████ | █████ | █████ |
| 10 | Final Acceptance Achieved, Transition to SaaS Support Team Complete, all Severity 1 and Severity 2 Defects resolved, and SLA requirements met for sixty (60) consecutive days. | ████████ | ███ | █████ | █████ | █████ |
| | Totals | | █████ | █████ | █████ | █████ |

\* Acceptance criteria for Payment Milestone 2 and 3 shall be mutually agreed upon by Customer and AMF Provider prior to the start of the referenced Program Increment.

\*\* For Release 1, a portion of the cost of this milestone is related to the migration of production data, and not a capitalized expense, and is documented for reference only. This migration effort is defined as the specific MDMS resources assigned to support cutover during Release 1 only.  This will be trued up during the specific Program Increment within Release 1.

## 5.2   Milestone Achievements

For any Project milestones not completed per the Target End Date as shown in the table above of this Section 5.1 where AMF Provider is solely responsible for such delay/non-completion, the following shall occur:

- For Project milestones delivered more ██████████████████ ater than stated in table above: ███

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of the Total Payment milestone associated with such delayed milestone will be applied as a delivery service fee credit.

- Additionally, should a milestone delivery be delayed by more than 30 days the parties will engage in an escalation meeting by which executive teams for both parties will meet to discuss such delayed milestones and adjustments to resources which can occur to the Project to minimize any additional delays to the Project Timeline and milestone Target End Dates set forth in Section 4.1.

- For Milestones delivered more than ▮▮ days:  an additional ▮▮▮ for a total of ▮▮▮ of the Total Payment milestone associated with such delayed milestone will be applied as a delivery service fee credit.

Any service fee credits shall be applied as a reduction in the next scheduled invoice for the applicable milestone payment within this SOW.

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IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed as of the SOW Effective Date by their duly authorized representatives.

**AMF Provider:**                                              **Customer:**

████████████████████                    The Narragansett Electric Company d/b/a Rhode
                                                              Island Energy

                                                              By: PPL Services Corporation, its agent

By:                                                           By:

Name:                                                         Name:

Title:                                                        Title:

Date:                                                         Date:

████████████████████

By:

Name:

Title:

Date:

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# Appendix A

## SOW Core Business Product and Integration Requirements

**Core Business Product Requirements:**

| Req # | Business Requirement Description | Release |
|-------|---------------------------------|---------|
| REQ-15033 | MDMS is a Sarbanes Oxley(SOX) System for Customer, as such the MDMS SaaS must meet the SOX criteria for access control, environment, change management etc.<br><br>The vendor shall also provide evidence to complete the example Customer Form 5059.<br><br>Form 5059 Compliance Part A.do  Form 5059 Compliance Part B Pre  Form 5059 Compliance Part C Pre | R1 |
| REQ-01001 | System shall have capability for providing role-based access and have ability to integrate with single sign-on (SSO) using PPL's Active Directory with no product changes required. | R1 |
| REQ-01002 | Internal Customer Users will have full read access to all non-production databases, including the Disaster Recovery Instance. Integration work will be supported using standard APIs. | R1 |
| REQ-03001 | The AMF Head End shall support collection, storage, and reporting of AMF network devices. (Gateway and Mesh extenders) | R0 |
| REQ-03002 | The AMF Head End shall support scheduled, on-demand, and endpoint-initiated data collection for electricity and gas. | R2 |
| REQ-03003 | The AMF Head End shall support a configurable time (e.g., 60, 15, 5 minute) interval for all Meter data. i.e., can be specified on an individual meter and data basis. | R2 |
| REQ-03004 | The AMF Head End shall have the ability to receive any newly available data from an AMF Network and store it with proper versioning. | R2 |
| REQ-03005 | The AMF Head End shall have the capability to request all historical data for which the AMF Network Equipment is configured to collect. | R2 |
| REQ-03006 | The AMF Head End shall have the capability to record when it cannot receive a scheduled or requested read within a configurable amount of time, including Meter #, and Meter failure codes (including communication errors).<br>Example:<br>METERNO        EVENTTYPEID    EVENTNAME    FIRSTEVENTDATE<br>301432309        3789        Exceeds the maximum allowable layers event 2022-05-06 16-53-43 -- this can be for any command, including a Read request<br><br>301432309        4466        Interval Data Gap Reconciliation Retry Expired 2022-05-06 16-53-42 -- this is for Interval reads that are missing. The system tries again and if not successful will return the Eventtypeid | R2 |
| REQ-03007 | The AMF Head End shall have the ability to request missing data from the Meter at a configurable frequency throughout the day. | R2 |
| REQ-03009 | The AMF Head End shall have the ability to send incremental extract files containing meter data to MDMS at a configurable frequency. | R2 |

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| REQ-03010 | The AMF Head End shall have the ability to provide near real-time transfer of meter data (including customer usage data) to MDMS, Outage Management Systems and possibly CSS Green Button | R2 |
|---|---|---|
| REQ-03011 | The AMF Head End shall support bidirectional communication with meter for on-demand read, on-demand ping, remote connect/disconnect, etc. In addition to being done manually, this capability shall be use by multiple applications interfaced to AMF Head End. | R2 |
| REQ-03012 | The AMF Head End shall provide a user interface to enable the execution of remote commands to AMF Network Equipment (router, data collector) | R0 |
| REQ-03013 | The AMF Head End shall have the ability to receive, process, and respond to on demand requests for data from AMF Equipment from other Customer systems (MDMS, OMS, ADMS, etc.) for individual devices or groups of devices. | R0 |
| REQ-03014 | The AMF Head End shall have the ability to send requested meter data to other Customer systems (e.g., MDMS, ADMS, OMS). | R2 |
| REQ-03015 | AMF Provider shall have the development capability to ensure the AMF Head End has the ability to send the result of a ping request (success or time out) to other Customer systems (e.g., OMS, ADMS) in coordination with the System Integrator. | R2 |
| REQ-03016 | The AMF Head End shall have the ability to receive ping requests for an individual AMF Equipment or group of AMF Equipment from other Customer systems (e.g., OMS, ADMS). | R2 |
| REQ-03017 | The AMF Head End shall request a register read and a demand read from the Meter just prior to a demand reset. (Composite transactions) | R2 |
| REQ-03023 | The AMF Head End shall have the ability to trigger exception handling processes, including notifying appropriate systems | R2 |
| REQ-03025 | The AMF Head End shall support remote programming/configuration for an individual AMF Equipment device or group of AMF Equipment with an effective date/time (i.e., either immediate or future time). | R0 |
| REQ-03026 | The AMF Head End shall have the ability to receive remote connect/disconnect requests from other Customer systems (e.g., MDMS, CSS) and send an acknowledgment to the originating system that the request was received. | R2 |
| REQ-03027 | The AMF Head End shall have the ability to request a meter reading prior to and after initiating a remote connect/disconnect request (including switch status). | R2 |
| REQ-03028 | The AMF Head End shall receive a response from the Meter following the success or failure of each part of a connect/disconnect transaction. | R2 |
| REQ-03029 | The AMF Head End shall update the Meter status to "Connected" or "Disconnected" after the successful completion of a connect/disconnect command. | R2 |
| REQ-03030 | The AMF Head End shall have the ability to provide reports to identify meters reporting voltage/usage when the meter service switch is supposed to be in an open (disconnected) state. | R2 |
| REQ-03031 | The AMF Head End shall have the ability to run diagnostics to identify and provide reports for meters that regularly provide non billable Meter data. | R2 |
| REQ-03032 | The AMF Head End shall have the ability to send on demand requests to AMF Equipment in near real time. | R0 |
| REQ-03033 | The AMF Head End shall have the ability to receive & store on demand requests/response from individual or groups of devices. | R0 |
| REQ-03034 | The AMF Head End shall have the ability to process a demand reset request for an individual Meter or group of Meters either by manual input or as a request from another Customer system. | R2 |

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| REQ-03041 | The AMF Head End shall not allow a remote reconnect operation to be performed if load-side voltage is detected and shall display an event flag indicating reconnect failure reason. | R2 |
|---|---|---|
| REQ-03042 | The AMF Head End shall have the ability to provide reports to identify meters reporting voltage/usage when the meter service switch is supposed to be in an open (disconnected) state. | R2 |
| REQ-03044 | AMF Head End shall identify and restrict a broadcast remote disconnect/re-connect request, or a batch request exceeding a configurable number of service points. Requests beyond configurable batch size should have an override ability to enable in the event of major storm response.  Override here means to shut the process down. | R2 |
| REQ-03045 | AMF Head End system shall have the ability to collect and store device level events (e.g., gas meter battery, hot socket, tamper, time sync, etc.) and business events (high/low voltage, last gasp, missing read, reverse energy flow, etc.) | R2 |
| REQ-03046 | AMF Head End system shall have the ability to de-duplicate, correlate, filter events based on the configurable business logic | R2 |
| REQ-03047 | AMF Head End system shall have the ability to provide event data to downstream system, either scheduled or on demand | R2 |
| REQ-03049 | AMF Head End/MDMS shall be able to send meter data to Green Button (or respond to Green Button inquiries from customer) within configurable time period | R2 |
| REQ-03057 | The AMF Head End shall be able to differentiate between a communications outage and a power system outage. Power system outages shall be communicated to other systems. Communication outages result in data not being available to other systems. | R4 |
| REQ-03058 | Title: Daily Read  Performance Metric<br>For Meters on a certified electric service point expected to measure daily data through the AMF Head End, the scheduled actual daily read  must be available in the AMF Head End by ████ hours for every meter, everyday based on the targets below:<br><br>**snap-read: ██████<br><br>**Snap-read is defined as the Meter Registers<br>• Energy Registers- kwh Summation, Delivered, and Received<br>• Demand Registers<br>• TOU Registers | R2 |
| REQ-03059 | Title: Billing Read Performance Metric<br>For Meters within their billing window (4 days) on a certified electric service point expected to measure data through the AMF Head End, the scheduled actual daily read data must be available in the AMF Head End by ████ hours by no later than the last day of the billing window, based on the targets below:<br><br>**snap-read: ██████<br><br>**Snap-read is defined as the Meter Registers<br>• Energy Registers- kwh Summation, Delivered, and Received<br>• Demand Registers<br>• TOU Registers<br>AMF Head End will provide the data for presentment. | R2 |

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| REQ-03060 | Title: High Revenue* Read Performance Metric<br>For Meters associated with complex billing within their billing window (4 days) on a certified electric service point expected to measure interval data through the AMF Head End, the scheduled actual interval read data must be available in the AMF Head End by▮▮▮▮hours, based on the targets below:<br><br>Intervals since last bill: = ▮▮▮▮▮<br><br>Interval Read Data Elements are defined as:<br>Delivered kWh (+kWh), Received kWh (-kWh), Voltage swells (per phase), Voltage swells (any phase), Voltage sags (per phase), Voltage B53sags (any phase), Amp Hours Phase A (IAh), Amp Hours Phase B (IBh), Amp Hours Phase C (ICh), Volt Hours Phase A (Vah), Volt Hours Phase B (Vbh), Volt Hours Phase C (Vch)<br><br>*High Revenue Meters shall be defined as GS3 and above rate class meters and MV-90 meters | R2 |
| REQ-03061 | Title: Interval Data Read  Performance Metric<br>For Meters on a certified electric service point expected to measure interval data through the AMF Head End, the scheduled actual interval data must be available in the AMF Head End, ▮▮▮▮▮, for every interval data channel designated by Customer, of every Meter, everyday based on the targets below:<br><br>*Prior day's recorded data for all configured intervals measured on by Noon:<br>≥ ▮▮▮▮▮<br><br>Interval Data Channels can be of the following data elements for Focus AX meters:<br>Delivered kWh (+kWh), Received kWh (-kWh),  Voltage swells (per phase), Voltage swells (any phase),Voltage sags (per phase), Voltage sags (any phase),Amp Hours Phase A (IAh), Amp Hours Phase B (IBh), Amp Hours Phase C (ICh), Volt Hours Phase A (Vah), Volt Hours Phase B (Vbh), Volt Hours Phase C (Vch) | R2 |
| REQ-03062 | Title: *On Request Read<br><br>Targets:<br>▮▮▮▮▮▮query within ▮▮▮▮▮▮▮for at least▮▮▮ of time<br><br>Up to ▮▮▮Meters less than ▮▮▮▮▮▮ for at least ▮▮▮ of Meters<br><br>*Applies from AMF Head End to Meter roundtrip. | R2 |
| REQ-03063 | Title: *Meter Ping<br><br>Targets:<br>▮▮▮▮▮▮query within ▮▮▮▮▮ for at least ▮▮▮of the time.<br><br>Up to ▮▮▮ Meters less than▮▮▮▮▮▮for at▮▮▮▮▮of the Meters.<br><br>*Applies from AMF Head End to Meter roundtrip. | R2 |

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| REQ-03064 | Title: Outage<br><br>Target:<br>When 50 Meters in an established mesh lose power for greater than 5 minutes and then regain power, at least ▓▓▓▓▓▓▓▓▓▓ will be available to receive and respond to commands from the Head End System withi▓▓▓▓▓▓after power restoration to the Meter, or at least ▓▓▓ will be available to receive and respond to commands from the AMF Head End within ▓▓▓▓▓ after power restoration to the Meter. | R2 |
|---|---|---|
| REQ-03065 | Title:  Remote Connect / Remote Disconnect (RCRD)<br><br>For deployed Meters equipped with a remote service switch, the Remote Connect/Remote Disconnect (RCRD) command success rate and maximum elapsed time for each successful command issued under normal Solution Component operating conditions, will be measured on a weekly basis.<br><br>*Target to an Individual Meter:<br>Success rate▓▓▓▓▓▓<br>Maximum elapsed time/command  ▓▓▓▓▓▓▓▓▓▓<br><br>*Target up to 1000 Meters:<br>Success rate▓▓▓▓▓▓<br>Maximum elapsed time/command  ▓▓▓▓▓▓▓▓▓▓<br><br>*Applies round trip to command issued from AMF Head End to Meter and recorded in AMF Head End database | R2 |
| REQ-03066 | System shall have the ability to properly handle daylight savings including the duplicate hour in the fall, the missing hour in the spring, internal and user interface representation, and representation in interfaces to other applications. | R2 |
| REQ-03068 | The AMF Head End system shall be able to communicate with HAN Devices to show the consumption details | R3 |
| REQ-03070 | The AMF Head End system shall have the ability to configure the amount of time a Meter remains in a connected mode for connecting a HAN Device. | R3 |
| REQ-03071 | The AMF Head End system shall have the ability to limit the number of HAN Devices that a Meter can be connected with at one time and shall notify the customer when the maximum number of HAN Devices have been connected. | R3 |
| REQ-03073 | The AMF Head End system shall have the ability to send dynamic pricing information and price signals to the Meter | R3 |
| REQ-03076 | The AMF Head End system shall have the ability to communicate to a HAN Device using communication protocol supported by the HAN Device. | R3 |
| REQ-03079 | The AMF Head End system shall ensure Meter to HAN Device connecting, and only allow the meter to communicate to the connected HAN Device. | R3 |
| REQ-03087 | The AMF Head End system shall store a list of available commissioned HAN Devices in the premise and make that list available upon request. | R3 |
| REQ-03088 | AMF Head End shall receive ▓▓▓▓▓▓▓▓▓ interval Electric meter read data at 20 minutes interval. | R2 |
| REQ-03089 | AMF Head End shall receive ▓▓▓▓▓▓ Gas interval meter read data at ▓ ▓▓▓▓▓▓▓. | R5 |

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| REQ-03093 | All communication between AMF Head End and AMF Network Equipment (collectors, gateways) shall be encrypted using certificates using standards that are industry recognized as secure. | R2 |
|---|---|---|
| REQ-03094 | All communication between the AMF Head End and all Field Devices (DERs, Meters, Gateways, Collectors, Routers, DA Device, Methane Detectors, Street Lights) shall be fully encrypted using standards that are industry recognized as secure. | R2 |
| REQ-04001 | MDMS shall have bi-directional communications with the Head End, CSS, customer portal, ADMS, etc. | R1 |
| REQ-04002 | MDMS shall synchronize with CSS at least daily insuring ongoing matching of MDMS to CSS. This includes many things mastered in CSS including Account at Premise, Meter Number, Rate Class, Electric Supplier, Gas Supplier both current and historical, Install and removal reads. | R1 |
| REQ-04003 | Pended Meter reads in MDMS shall be readily visible and manageable by MDMS Users. Synchronization with CSS will target Pended Reads being less than ▮ accounts per day.  Repair of errors or defects attributed to the MDMS and AMF Head End resulting in pended reads exceeding the target will be repaired per the defect management process prioritized by severity. | R1 |
| REQ-04004 | MDMS shall support communication with multiple Head End systems i.e., AMF Head End, AMR, multiple MV-90 systems, Drive By meter reading system. | R1 |
| REQ-04005 | MDMS shall receive reads from the AMF Head End at a configurable frequency (e.g., 5 times a day) throughout the day based on data validation rules. | R1 |
| REQ-04006 | MDMS shall receive batch data from each MV-90 system multiple times per day on business days (at minimum 2) following 24 hr clock considerations. | R1 |
| REQ-04007 | MDMS shall be able to receive and load reads from multiple MV-90 systems with a unique file naming convention. | R1 |
| REQ-04008 | MDMS shall receive batch data from AMR Head End and Drive By Meter Reading system once in a day. | R1 |
| REQ-04009 | MDMS shall apply conversion factors to raw data, if applicable, in order to enable other systems to consume the data (e.g., format/unit factors). This covers multipliers, Unit of Measures and potential Loss Factors. | R1 |
| REQ-04010 | MDMS shall receive to a request for meter data from other applications and respond with requested data in a standard format (e.g., CSV, CMAP / ADAT, XML). | R1 |
| REQ-04011 | MDMS shall provide billing determinants to CSS for each of the billing types including (existing meter monthly billing, large customer billing, AMF meter monthly billing, TOU, TVR, CPP, etc.), including delivered and received or net as required. | R1 |
| REQ-04012 | MDMS shall store raw, working, validated and final usage data with versioning. | R1 |
| REQ-04013 | MDMS shall have the ability to bulk upload of historical data through out-of-box adapter | R1 |
| REQ-04014 | MDMS shall configure which registers are received and stored by meter type (including all ANSI standard meter data). | R1 |
| REQ-04015 | MDMS shall receive and store daily shift reads i.e. (midnight - midnight reads Gas Day 10AM - 10AM) | R1 |
| REQ-04016 | MDMS shall receive and store 60, 15, and 5-minute interval data. | R1 |

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| REQ-04017 | MDMS shall follow the NE/CSS annual calendar for holidays and bill cycles. MDMS should support User entry or automated interface to get annual calendar into MDMS. | R1 |
|---|---|---|
| REQ-04018 | MDMS shall store sixty days of MV-90 raw interval files based on pre-defined format. The actual data is stored in the database for much longer. | R1 |
| REQ-04020 | MDMS shall Receive, Load and process MV-90 Gas Meter data in MDMS to support large Gas customer billing. | R1 |
| REQ-04022 | MDMS shall receive and store MV-90 meter channel data from multiple channels. The number of channels should be configurable supporting a maximum number of 48 channels. | R1 |
| REQ-04025 | MDMS shall be able to estimate interval data for all accounts each day, including monthly read meters. This interval data is needed for MDMS Retail Settlement. | R1 |
| REQ-04026 | MDMS estimating of interval data shall work for customers with generation behind the meter i.e., the estimate could be either delivered or received using the net whole house metering derived channel. | R1 |
| REQ-04027 | Interface to CSS for Billing will include a billing usage estimate for the billing period. | R1 |
| REQ-04028 | MDMS shall receive from CSS customer connects and disconnects which are then forwarded onto the appropriate AMF Head End and confirmed that connect or disconnect occurred as expected or not, including any associated meter read information. | R1 |
| REQ-04029 | When MDMS accepts MV-90 generation accounts, it shall modify generation accounts to only have delivered or received data. | R1 |
| REQ-04030 | MDMS shall have the ability to accept MV-90 interchange account data with an account ID in the name of the file. | R1 |
| REQ-04031 | MDMS shall upload an MV-90 created name in replacement of an account ID and associate it to the appropriate usage data. | R1 |
| REQ-04032 | MDMS shall have the ability to accept MV-90 interchange account data with a created name in replacement of an account ID. | R1 |
| REQ-04033 | MDMS shall match the MV-90 interchange account created name to the appropriate usage data for the interchange account within MDMS to create an entity, which is defined as the account ID - meter pair. | R1 |
| REQ-04034 | MDMS shall run the Validation, Editing and Estimation process on all usage data (daily shift read and interval data) per Customer configuration. | R1 |
| REQ-04153 | The system shall allow an individual user to edit/fix usage transactional data via a defined API. | R2 |
| REQ-04035 | MDMS shall store estimated data for an agreed upon duration. | R1 |
| REQ-04036 | MDMS shall store historical attribute changes (e.g., rate change, supplier change) for an agreed upon duration. | R1 |
| REQ-04037 | MDMS shall store historical interval information for EDI accounts for ██ ████ | R1 |
| REQ-04038 | MDMS shall have the ability to override an estimated read with the actual read using date and time stamp | R1 |
| REQ-04039 | MDMS shall have the ability to override an estimated MV-90 read with the actual read using date and time stamp if it receives an actual read from MV-90. | R1 |
| REQ-04040 | MDMS shall receive and store instantaneous meter data (i.e., temperature, current, voltage, power factor, etc.). | R2 |
| REQ-04041 | MDMS shall determine if a service order is required and generate a service order request to CSS or other Customer system based on received | R1 |

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| | | |
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| | reads, failed data quality checks and failures to return missing read requests. | |
| REQ-04042 | MDMS shall provide daily, monthly, and interval meter reads to CSS, Customer Portals on daily basis. | R1 |
| REQ-04043 | MDMS shall return account level and meter level interval data to a third-party portal or Customer system upon request. | R1 |
| REQ-04044 | MDMS shall support on demand requests to return requested meter data (e.g., dial reads, demand, coincident demand, specific day interval data, meter/system status, voltage, etc.) of an individual meter and/or groups of meters. | R2 |
| REQ-04045 | MDMS shall log all on-demand requests for meter data. | R2 |
| REQ-04046 | MDMS shall manage transactions that occur in the off cycle read processes such as move in/out, meter exchange, supplier switch, RCD, No read No estimates WorkflowManager (NO NO WFM)  etc. | R1 |
| REQ-04047 | MDMS shall pass the on-demand requests for meter data to the AMF Head End. | R2 |
| REQ-04048 | MDMS shall configure meter requests based on a particular Head End and meter capability | R2 |
| REQ-04049 | MDMS shall be able to support ad-hoc and scheduled request for on-demand read and demand reset requests from Customer systems (CSS, OMS, ADMS) | R2 |
| REQ-04050 | MDMS shall provide operation reports for many things including: daily 24-hour batch job processing run times/status, number/types of pended reads, changes made in syncing with CSS, accounts and their status on the monthly read 4-day window, ...) | R1 |
| REQ-04051 | MDMS shall identify unmetered accounts by rate and whether the unmetered account type is lighting rate or non-lighting rate. | R1 |
| REQ-04052 | MDMS shall receive and store borderline (intertie metering - Customer read and non-Customer read) and unmetered (streetlights, traffic lights, CSS to provide profile (sunrise/sunset)) data. | R1 |
| REQ-04053 | MDMS shall be able to accept from CSS a sunrise/sunset file with the values determined from the sunrise/sunset times for a given year | R1 |
| REQ-04055 | MDMS shall allow hours of availability for performing remote disconnect to be Customer configurable. | R2 |
| REQ-04056 | MDMS shall have the ability to accept from CSS a remote connect / Disconnect request. | R2 |
| REQ-04057 | MDMS shall send to AMF Head End remote connect request of the composite transaction no later than ▮▮▮ on a request's date of execution if the CSS request is future dated for an RF meter. Note:  Remote Disconnect will respect a medical flag, and not disconnect, if the Customer wants this. | R2 |
| REQ-04058 | CSS shall receive and queue the response from MDMS following the successful completion or failure of each part of a composite transaction. | R1 |
| REQ-04059 | MDMS shall receive a response following the success or failure of each part of a remote transaction. | R2 |
| REQ-04060 | MDMS shall have the ability to accept from AMF Head End a connect verification. | R2 |
| REQ-04061 | MDMS shall store a connect verification from AMF Head End. | R2 |
| REQ-04062 | MDMS shall send CSS a connect verification. | R2 |
| REQ-04063 | MDMS shall have the ability to accept from CSS an on-demand read request. | R2 |

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| REQ-04064 | MDMS shall be able to collect, process and store following data for HES: kWh, demand, Time of Use, time of execution, and date of execution when an RF meter processes the on demand read command successfully. | R2 |
|---|---|---|
| REQ-04065 | MDMS shall update CSS with success or failure information for a remote transaction. | R2 |
| REQ-04066 | As part of remote connect/disconnect, MDMS shall send a voltage error to CSS upon receipt of the voltage error from a Head End. | R2 |
| REQ-04067 | MDMS shall be able to send customer side abnormal voltage data to third party applications (such as AMF data analytics) in a predefined file format. | R2 |
| REQ-04068 | MDMS shall be able to receive daily shift read request from CSS for final bill creation process. | R1 |
| REQ-04069 | MDMS shall be able to provide daily shift read to CSS for final bill creation | R1 |
| REQ-04070 | CSS shall send MDMS a remote cut-out disconnect composite transaction request to open a switch within a meter immediately after CSS accepts a "Pending Remote Cut" status from Infor and power is off at the premise. | R2 |
| REQ-04071 | MDMS shall be able to receive from MV-90 and store multiple day data on a file that contains all of the intervals for each day and the anchor reads. | R1 |
| REQ-04072 | MDMS shall have the ability accept working (actual) data from MV-90 in a file format that contains the following data:<br>-▆▆▆▆▆▆ values for all channels (kWh, KVARH, etc.)  for Elec<br>-▆▆▆▆ values for all channels (M3, GJ etc.) for Gas<br>-Meter serial number<br>-Start time reading for the day<br>-End time reading for the day | R1 |
| REQ-04073 | MDMS shall have the ability to accept from MV-90 a partial day record for an account on a file. | R1 |
| REQ-04074 | MDMS shall have the ability to generate a daily shift read when MDMS receives multiple day data that contains all of the intervals for each day and the anchor reads. | R1 |
| REQ-04075 | MDMS shall NOT omit an MV-90 estimated read from the following billing processes if an MV-90 estimated read is a product of the VEE process:<br><br>- Complex Billing Bolt-on Process<br>- RTP / TOU Billing Process | R1 |
| REQ-04076 | MDMS shall have the ability to accept an estimated read from MV-90 as actual (working) data when MDMS receives an estimated read from MV-90. | R1 |
| REQ-04077 | MDMS shall use an MV-90 estimated read when MDMS receives estimates from MV-90 for the following billing processes:<br><br>- Complex Billing Bolt-on Process<br>- RTP / TOU Billing Process | R1 |
| REQ-04078 | MDMS shall have the ability to accept from AMF Head End the following data:<br>- Demand reset verification<br>- Current peak demand (max KW)<br>- Time of peak demand (max KW)<br>- Current number of demand resets<br>- Previous number of demand resets | R2 |
| REQ-04079 | MDMS shall send CSS the maximum KW received in the demand reset data from AMF Head End when MDMS sends CSS the billing read associated with a maximum KW. | R2 |

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| REQ-04080 | The MDMS shall have the ability to report on and display manually read meters | R1 |
|---|---|---|
| REQ-04081 | MDMS shall apply an externally provided pricing stream [such as Locational Marginal Pricing (LMP), Loss Factor, EGS Supply Risk Factor, GRT Gross Up Factor)] to the kWh or kW data to create a calculated energy charge to be sent to CSS.<br><br>Note: MDMS shall have the ability to manage TOU with multiple CPP event pricing information. | R1 |
| REQ-04082 | MDMS shall have the ability transfer the total RTP charge (based on kWh used) and total usage to Customer systems (CSS) and third-party systems (Supplier Portal). | R5 |
| REQ-04083 | MDMS shall be able to receive and store request file for RTP/TOU billing reads per four-day bill cycle from CSS | R5 |
| REQ-04084 | MDMS shall send CSS a response file with VEE'd RTP/TOU Billing data that is in the billing window | R5 |
| REQ-04085 | MDMS shall be able to support interval data aggregation into advanced rate structures such as CPP (critical peak pricing), TVR (time variant rate), RTP (real time pricing) programs in terms of meter read collection, validation and provisioning | R5 |
| REQ-04086 | MDMS shall have the ability to create billing determinant files for the following types of accounts: regular, complex billing, RTP, CPP and TOU. | R1 |
| REQ-04087 | MDMS shall use rate information and billing rules to determine that it shall calculate usage charges for RTP customers. | R2 |
| REQ-04088 | MDMS shall support VEE mechanism and make meter data available to Green Button (and for Green Button customer inquiries) within 24 hours. | R2 |
| REQ-04089 | MDMS shall receive from CSS a request for Complex Billing meters and shall respond with Complex Billing readings and demands. | R1 |
| REQ-04090 | MDMS shall receive common pre-defined formatted file from both MV-90 Gas and MV-90 Electric. | R1 |
| REQ-04091 | When calculating Real Time Pricing bill determinants, MDMS shall save the backing sheet information, to be made available via the customer portal. | R2 |
| REQ-04093 | MDMS shall receive ▮▮▮▮▮▮ interval electric meter read data from AMF Head End ▮▮▮▮▮▮▮▮▮ from interval timestamp. MDMS should deliver this interval data to other applications within additional ▮▮▮▮▮ minutes. | R2 |
| REQ-04094 | MDMS shall receive ▮▮▮▮▮▮ Gas interval meter read data from AMF Head End ▮▮▮▮▮▮ from interval timestamp. And MDMS should deliver this interval data to other applications within ▮▮▮▮▮▮▮▮. | R5 |
| REQ-04095 | MDMS shall process and be ready with bill quality data (for both Electric and Gas) will be available ▮▮▮▮▮▮▮. | R2 |
| REQ-04096 | MDMS shall i▮▮▮▮▮▮▮▮ of meter reading data from Customer systems. | R1 |
| REQ-04097 | MDMS shall be able to store ▮▮▮▮▮▮ of metering data and delete any data older ▮▮▮▮▮▮▮ after it's confirmed that it is successfully stored in AMF cloud. | R1 |

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| REQ-04099 | Title: MDMS Performance for loading billing determinants<br><br>MDMS shall successfully load scheduled daily billing data based on the targets below:<br>▮▮▮ of Interval usage Data aggregated in ▮▮▮▮ processing time.<br>▮▮▮ of Register Reads completed ▮▮▮▮ processing time. | R2 |
|---|---|---|
| REQ-04100 | Title: MDMS Performance for loading non billing channels<br><br>MDMS shall successfully load scheduled non billing data based on the targets below:<br>Target: ▮▮▮▮▮▮▮▮▮▮ | R2 |
| REQ-04101 | Title: MDMS Performance for loading meter data from MV-90 system<br><br>Target: ▮▮▮ of valid data that the MV-90 Head-end system(s) provide to MDMS is loaded within ▮▮▮▮.<br><br>There are ▮▮▮▮▮▮▮▮ MV-90 meters currently | R1 |
| REQ-04102 | Title: MDMS VEE Performance<br><br>Target: MV-90 data VEE complete in ▮▮▮▮ processing time.<br>▮▮▮▮ f Interval Data completed in ▮▮▮▮ processing time.<br>▮▮▮ of Register Reads completed in ▮▮▮ processing time. | R1 |
| REQ-04103 | Title: MDMS Billing Performance<br><br>MDMS will provide 100% of the required billing determinants.<br><br>Target ▮▮▮ of Billing Reads provided by ▮▮▮▮▮▮. | R1 |
| REQ-04104 | Title: MDMS Meter Alarm Performance<br><br>Configured Meter alarms and events from Head End System for which MDMS is the system of record:<br><br>Target Percentage: ▮▮▮▮ % configured alarms ▮▮▮▮▮▮ | R2 |
| REQ-04105 | Title: MDMS Data Synchronization with CIS<br><br>Target:  CIS nightly synchronization should complete b▮▮▮ daily.<br>Note: Synchronization data to be provided to the MDMS ▮▮▮▮▮▮. | R1 |
| REQ-04106 | Title: MDMS Settlement Performance Metrics - Daily Energy Backcast<br>Daily Backcast job will complete within ▮▮▮▮ s<br><br>Title: MDMS Settlement Performance Metrics - Energy Forecast<br>Energy forecast job will complete within ▮▮▮▮<br><br>Title: MDMS Settlement Performance Metrics - Load Zonal Data<br>Load zonal data job will complete within ▮▮▮▮<br><br>Title: MDMS Settlement Performance Metrics - Load Weather Data<br>Load Weather data job will complete within ▮▮▮▮<br><br>Title: MDMS Settlement Performance Metrics - Resettlement<br>Settlement B (resettlement) job will complete within ▮▮▮▮<br><br>Title: MDMS Settlement Performance Metrics - Tag Creation | R1 |

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| | | |
|---|---|---|
| | Tag creation job (annual process) will complete within ▮▮▮▮▮▮ <br><br>Title: MDMS Settlement Performance Metrics - Daily Tags <br>Daily Capacity Tag job will complete within ▮▮▮▮▮▮ <br><br>Title: MDMS Settlement Performance Metrics - Rate Revenue Class Data <br>Rate revenue class job (data to CSS) will complete within ▮▮▮▮▮▮ <br><br>Title: MDMS Settlement Performance Metrics - Tag Updates <br>Tag change update job (data to CSS) will complete within ▮▮▮▮▮▮ | |
| REQ-04107 | System shall have the ability to properly handle daylight savings including the duplicate hour in the fall, the missing hour in the spring, internal and user interface representation, and representation in interfaces to other applications. | R1 |
| REQ-04108 | AMF Head End shall be able to support ad-hoc and scheduled request for on-demand read and demand reset requests from Customer systems | R2 |
| REQ-06002 | The system shall provide the ability to monitor/detect flicker power quality issues from AMF Head End. <br>*Require more details if the function is required. Also add specifics | R4 |
| REQ-06003 | The system shall provide the ability to identify power quality issues in near real time with data from AMF Head End e.g., sags/swell events from AMF Head End. <br>*Require more details if the function is required | R4 |
| REQ-06004 | The system shall provide the ability to identify power quality issues in near real time including voltage transients issues from AMF Head End data. <br>*Require more details if the function is required | R4 |
| REQ-06005 | The system shall be capable of receiving power quality Location data from the AMF Head End system <br>*Require more details | R4 |
| REQ-06014 | The total amount of AMF meters that haven't communicated any reads through last ▮▮▮▮▮▮ verses total amount of AMF meters. | R3 |
| REQ-06015 | Actual Meters encrypted with respect to expected meters encrypted for a given time period, **only applicable for AMF meters**. | R3 |
| REQ-06017 | The total count of AMF meters that have reported a read from Head end, but is not associated to a premise with an install status.  This is calculated daily. | R3 |
| REQ-06020 | The percentage of AMF meters that have received GPS coordinates in the Head End. | R3 |
| REQ-06023 | The total amount of AMF Meter Accounts that do not have a Daily Read within the billing window; or The Daily Read was not used for billing divided by the total amount of AMF Meters deployed from the previous month, which results in an estimated first bill. | R3 |
| REQ-06024 | The total amount of AMF meters that are not active meters and are not expecting a read.  Unavailable meters are being removed from the denominator of the AMF Meter Read % KPI. | R3 |
| REQ-06028 | The total amount of meters that have consumption for disconnected meter with date timestamp. | R2 |
| REQ-06036 | This metric is to track the performance of over the air programming to ensure the meters have the correct program <br><br>**Only applicable for AMF meters.** | R3 |

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| REQ-06038 | This metric is to confirm the voltage is within +/- X% tolerance of nominal voltage. Where X is configurable.<br><br>**Only applicable for AMF meters.** | R3 |
|---|---|---|
| REQ-06040 | Amount of time that an endpoint is out of communications over a period of time<br><br>**Only applicable for AMF meters.** | R3 |
| REQ-06043 | The total count by age of MDMS VEE Exceptions (yesterday, prior to yesterday, 2 months, 3 months, 4 months) | R1 |
| REQ-06045 | Combined availability of RF Mesh Network devices aka AMF network components. % availability = time available / length of time of period measured. Assume this summary report is run daily. The intent is to determine the duration of devices in 'lost' status. And device that maybe powered on but not communicating reads to the head-end. | R3 |
| REQ-06047 | Validation that the Remotely disconnected meters in CSS are in line with meters in disconnect status on AMF network.<br>Count of Remotely disconnected meters in CSS vs Count of remotely disconnected meters in CC | R3 |
| REQ-06050 | Interval Read Performance Percent - The percentage of intervals received for meters for the previous day.<br><br>**Only applicable for AMF meters.** | R2 |
| REQ-06051 | The percent and count of meters in the bill group that reported at least one register read during the billing window reported by bill group.<br><br>**Only applicable for AMF meters.** | R2 |
| REQ-06052 | Register Reading Performance for both the percent and count.<br><br>Only applicable for AMF meters. | R2 |
| REQ-06060 | The ability to provide voltage and interval meter data to support analytics to identify mismatched meter to transformer. Use interval meter data to fix meter-to-transformer topology. | R4 |
| REQ-06061 | MDMS shall have the ability to provide data extracts to support:<br><br>Usage analysis<br>Customer Load Pattern Analysis<br>Customer Peak Analysis<br>Identify customers with distributed generation<br><br>**Only applicable for AMF meters.** | R3 |
| REQ-06065 | MDMS shall have the ability to view or provide data extracts to support meter temperature monitoring and analysis<br><br>**Only applicable for AMF meters.** | R3 |
| REQ-06067 | MDMS shall provide the ability to programmatically query all meter multipliers. | R2 |
| REQ-06068 | MDMS shall have the ability to detect abnormal gas spikes using configured VEE thresholds | R2 |
| REQ-06073 | MDMS will use Static Load profile for VEE | R1 |
| REQ-06078 | MDMS shall have the ability to identify active gas meters showing no consumption over a specified period of time | R2 |

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| REQ-06079 | MDMS shall have the ability to provide data extract to calculate transformer loading using customer interval meter data. Insight on impact of additional load on existing transformer<br><br>**Only applicable for AMF meters.** | R3 |
|---|---|---|
| REQ-06080 | MDMS shall have the ability to identify service points where electric meter has been removed but gas meter is still active | R2 |
| REQ-06081 | MDMS shall have the ability to enable access to kW, kWh, and voltage data for Customer to identify Energy Bypassing the meter<br><br>**Only applicable for AMF meters.** | R3 |
| REQ-06082 | MDMS shall have the ability to enable access to the data for Customer to identify meters with repeated sustained outages and momentary outages<br><br>**Only applicable for AMF meters.**<br>Note: two in house report/ weekly report/ power up and power down report. The report▊▊▊▊▊▊▊▊ and runs on ▊▊▊▊▊▊▊▊ which are connected with the transformer. This is built in Power BI and connected to MDMS in PPL PA currently. AMF Provider will need to provide access to the AMF Head End and MDMS data. | R3 |
| REQ-06087 | The AMF Head End system shall receive a request to enable a HAN Device to be connected or disconnected from a Customer (Customer internal portal) or third-party system and transfer the request to the AMF Head End system. | R3 |
| REQ-06088 | The AMF Head End system shall receive a successful HAN Device "connected" or "disconnected" response from the Meter. | R3 |
| REQ-06089 | MDMS shall receive Power Up/Down alerts from AMF Head End (AMF meters), process them to eliminate false alarms, insure at least 2 customers under a transformer have a power down, and then report the power downs and outage information to OMS. Power Ups and Downs received in MDMS more than X minutes after it was sent by the meter should be skipped by this processing as they indicate a potential false alarm, with X being something like ▊▊▊▊▊▊ User configuration should be able to disable and enable these messages to OMS at any time. | R2 |
| REQ-11001 | MDMS shall provide interval read data and non-interval read data to Load Profiling system. | R1 |
| REQ-11002 | MDMS shall provide validated read data (VEE'd) to Load Profiling system. | R1 |
| REQ-11009 | MDMS shall exclude known outage time periods from usage factor calculation | R1 |
| REQ-11011 | MDMS shall have the ability to calculate hourly load shape for each customer based on actual meter read data or estimated meter read data | R1 |
| REQ-11012 | MDMS shall have the ability to aggregate the interval read data (5 minutes or 15 minutes) into hourly interval. | R1 |
| REQ-11013 | MDMS shall have the ability to distribute the monthly index read data into hourly interval using load profile. | R1 |
| REQ-11019 | (Retail Settlement and VEE) MDMS shall assign meters to a load profile based on rate | R1 |
| REQ-11020 | (Retail Settlement and VEE) MDMS shall assign meters to a past, current, and future load profile using start and end dates. | R1 |
| REQ-11023 | System shall calculate, on a monthly basis, usage factor for each interval hour on each active customer account | R1 |

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| REQ-11027 | MDMS shall provide a user the ability to exclude accounts, meters, service points, and/or channels from the rate revenue class profile generation segmentation by meter number. | R1 |
|---|---|---|
| REQ-11028 | MDMS shall provide a user the ability to run ad-hoc (configurable) usage calculations based on an input of a service point and date range.<br><br>System shall use the service point's associated rate revenue class profile, usage factor, and appropriate weather data (actual or forecasted) | R1 |
| REQ-11029 | Customer Load Profiling system shall make the results of profile generation available for use in the MDMS Retail Settlement process | R1 |
| REQ-11032 | MDMS Retail Settlement shall utilize effective dates of account attributes (e.g., capacity tags, suppliers, rate, etc.) when performing forecast aggregations | R1 |
| REQ-11033 | MDMS Retail Settlement shall create and transfer a file in an ISO-NE specified format (provided by Customer) containing forecasted capacity tags aggregated to short name that results from the forecasted capacity aggregation. | R1 |
| REQ-11034 | MDMS Retail Settlement shall apply loss factor(s) to interval kWh data for all accounts by loss class for forecasting | R1 |
| REQ-11035 | MDMS Retail Settlement shall provide ICAP forecast with aggregated capacity tags by supplier short name for a configurable date range period (typically 1 to 4 days) on daily basis before▊▊▊▊▊▊▊▊. | R1 |
| REQ-11036 | MDMS Retail Settlement shall be able to utilize loss factor, reconciliation factor, scaling factor added to tag value prior to ICAP forecast submission | R1 |
| REQ-11037 | MDMS Retail Settlement shall be able to calculate Unaccounted for Energy (UFE) | R1 |
| REQ-11040 | MDMS Retail Settlement shall calculate forecast based on estimated hourly load for the period 2 ▊▊▊▊▊▊▊▊▊▊▊▊▊▊▊▊▊▊▊ using profiles, weather data, and usage factors for each account. The outlook period should be configurable. | R1 |
| REQ-11041 | MDMS Retail Settlement shall generate the "Forecast Five Day Look Ahead" Report each time a forecast is generated for a configurable date range (▊▊▊▊▊▊▊▊▊▊▊▊▊. | R1 |
| REQ-11042 | MDMS Retail Settlement shall store approved forecast files for at least one year. | R1 |
| REQ-11043 | MDMS Retail Settlement shall be able to store all version of profile and forecast data | R1 |
| REQ-12001 | MDMS shall provide a user the capability to create a new tagset | R1 |
| REQ-12002 | MDMS shall calculate a tag for every account which had interval data during at least one peak period on at least one meter (includes metered and unmetered accounts) unless the account is on the exclusion list. | R1 |
| REQ-12003 | MDMS shall calculate tags based on an average of the peak periods provided. | R1 |
| REQ-12004 | MDMS shall have the ability to receive weather data to calculate ICAP tag | R1 |
| REQ-12005 | MDMS shall have the ability to receive daily update to weather station code from CSS | R1 |
| REQ-12006 | MDMS calculates two sets of defaults for each rate class; median and average of all tags for the rate class. | R1 |
| REQ-12007 | MDMS shall calculate a default tag for each rate class. | R1 |
| REQ-12008 | MDMS shall provide for the user to choose which default tags (average, median, or modified) will be used for each rate class for the duration of the tagsets existence in the system. | R1 |

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| REQ-12009 | MDMS shall assign a default tag to all active accounts with no tag value by rate class prior to ICAP Forecast | R1 |
|---|---|---|
| REQ-12010 | MDMS shall be able to estimate the customer's contribution to ICAP either their actual peak hour use, if interval data are available, or load profiles | R1 |
| REQ-12011 | MDMS shall aggregate tags and default tags by account for all accounts for each day in the forecast/backcast | R1 |
| REQ-12012 | MDMS shall store all assigned tag values when the tagset is set to approved. | R1 |
| REQ-12013 | MDMS shall provide a capability to edit tag values after they are set to approved. But once approved the adjustment to the target will no longer be made for the tagset | R1 |
| REQ-12014 | MDMS shall have the ability to provide an "Accounts by rate" report from the tag calculation results | R1 |
| REQ-12015 | MDMS shall have the ability to calculate and maintain the tags at the account level (not at a meter level) | R1 |
| REQ-12016 | MDMS shall provide the ability to freeze an ICAP tag value at the account level during the tag creation process. This implies that the tag will not be scaled by the reconciliation factor and thus must be removed from the calculation of the reconciliation factor | R1 |
| REQ-12017 | MDMS shall send annual ICAP tags to CSS. | R1 |
| REQ-12018 | MDMS shall send CSS a new tag value any time the tag changes. | R1 |
| REQ-12031 | MDMS shall forecast capacity tag calculations for multiple days in the past or future and across past, current and future tag levels | R1 |
| REQ-12038 | MDMS shall be able to calculate ICAP for each customer based on individual customer peak hour and the following adjustment - <br> - Distribution line loss (received from ISO-NE) <br> - Transmission line loss including an allocation of ISO-NE high voltage transmission losses | R1 |
| REQ-12039 | MDMS shall generate the "Day over Day Comparison" report to identify any errors in the ICAP forecast file when the forecast is generated. <br><br> The ICAP forecast file shall contain the following fields: <br> Load type (NSPL) <br> Zone <br> Area <br> Supplier Short name <br> Scaled Tag (Mw Amount) by Supplier Short name <br> Date | R1 |
| REQ-13001 | MDMS Retail System  shall run Settlement A Backcast daily for two business days prior, ▓▓▓▓▓▓. The business day outlook period should be configurable | R1 |
| REQ-13002 | MDMS Retail System shall calculate hourly load for the 24-hour period 2 days prior. | R1 |
| REQ-13003 | MDMS Retail System shall calculate hourly load using validated interval data for each account | R1 |
| REQ-13004 | MDMS Retail System shall receive the ISO-NE Zonal Load file | R1 |
| REQ-13005 | MDMS Retail System shall aggregate the hourly load to the supplier level for Settlement A&B aggregations. | R1 |
| REQ-13006 | MDMS Retail System shall calculate the UFE factor by hour for Settlement A&B aggregations. | R1 |

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| REQ-13007 | MDMS Retail System shall exclude specific accounts (configurable) from UFE Factor calculations for Settlement A&B aggregations | R1 |
|---|---|---|
| REQ-13008 | MDMS Retail System shall create separate line items for individual supplier contract numbers in the Settlement A&B aggregation files. | R1 |
| REQ-13009 | MDMS Retail System shall generate a "Daily UFE History Report" with following details -<br>- Day of the Week<br>- Date<br>- Total Aggregation<br>- UFE<br>- Total (Total Aggregation + UFE)<br>- % UFE (% of the Total that UFE accounts for) | R1 |
| REQ-13010 | MDMS Retail System shall generate a five-day (configurable) report of the Settlement A file with following fields -<br>- Supplier Contract Number,<br>- Date,<br>- Aggregated Estimated MW for each hour (1-24) per Contract Number | R1 |
| REQ-13011 | MDMS Retail System sends all approved Settlement A Backcast files to the data warehouse when the backcast is approved. | R1 |
| REQ-13012 | MDMS Retail System shall provide a user the ability to update the ISO-NE zonal load for a backcast day at any time. | R1 |
| REQ-13013 | MDMS Retail System shall run Settlement B Backcast for a one-month period, 90 days after the end of the month. This outlook period should be configurable | R1 |
| REQ-13014 | MDMS Retail System shall calculate Settlement B as the difference between the hourly load and the approved Settlement A submitted to ISO-NE for a specified period of time mm/dd/yyyy - mm/dd/yyyy. | R1 |
| REQ-13015 | MDMS Retail System shall create a Settlement B Report monthly, when the settlement B process is run | R1 |
| REQ-13016 | MDMS Retail System shall have the capability to schedule Settlement B aggregation according to a configurable schedule loaded in the system. | R1 |
| REQ-13017 | MDMS Retail System shall provide a user the ability to export the Settlement B Backcast file with following fields:<br>- Supplier Contract Number,<br>- Date,<br>- Hourly Delta between submitted Settlement A and Settlement B | R1 |
| REQ-13018 | MDMS Retail System shall provide a user the ability to request an on-demand Settlement B aggregation. | R1 |
| REQ-13019 | MDMS Retail System shall send all approved Settlement B Backcast files to the data warehouse when the backcast is approved. | R1 |
| REQ-13020 | MDMS Retail System shall import daily weather forecasted weather from the weather bank prior to Settlement Forecast | R1 |
| REQ-13021 | MDMS Retail System shall store approved settlement forecast files for at least one year. | R1 |
| REQ-13022 | MDMS Retail System shall store approved settlement A backcast files for 12 months. | R1 |
| REQ-15001 | MDMS system shall have a process to retrieve standard billing read request from CSS and provide response to that as per the expected format. | R1 |
| REQ-15002 | MDMS system shall have a custom process to retrieve TOU/RTP read request from CSS and provide response to that as per the expected format. | R5 |

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| REQ-15003 | MDMS system shall have a custom process to retrieve complex billing read request from CSS and provide response to that as per the expected format. | R1 |
| REQ-15004 | MDMS shall be able to receive read, which was used for billing but not supplied by MDMS (supplemental read), as generated from CSS validation / estimation process. | R1 |
| REQ-15005 | MDMS system shall be able to retrieve off-cycle special read request from CSS for AMF meters and provide response to that as per the expected format. | R2 |
| REQ-15006 | MDMS system shall be able to retrieve off-cycle supplier switch read request from CSS for AMF meters and provide response to that as per the expected format. | R2 |
| REQ-15007 | MDMS system shall be able to receive on-demand read request from CSS for AMF meters. AMF Head End shall in turn be able to receive on-demand read request from MDMS and provide response to that. MDMS shall then be able to provide on-demand read response to CSS. | R2 |
| REQ-15008 | MDMS shall be able to receive and process the interval usage data request from CSS for electronic data interchange (EDI) transactions. | R2 |
| REQ-15009 | MDMS shall be able to send meter read history with interval data to CSS for EDI transactions ( e.g. 867 HIU/IU) | R2 |
| REQ-15010 | MDMS shall be able to receive meter details from CSS upon completion of meter installation/removal/replacement. | R1 |
| REQ-15011 | MDMS shall be able to receive meter configuration details from CSS | R1 |
| REQ-15012 | MDMS shall be able to receive install/removal read changes from CSS | R1 |
| REQ-15013 | AMF Head End shall be able to receive meter configuration details from MDMS | R2 |
| REQ-15014 | AMF Head End shall be able to receive meter details from CSS, through MDMS, upon completion of meter installation/removal/replacement. | R2 |
| REQ-15015 | MDMS shall be able to receive remote connect/disconnect (RCD) request from CSS for AMF meters and pass this request to Head End system. Once received the response from AMF Head End, MDMS shall be able to pass this response to CSS | R2 |
| REQ-15016 | AMF Head End shall be able to s███████████ of captured data (e.g. metering data, event data, log data) and delete any data older than 45 days after it's confirmed that it is successfully archived. The archival system shall retain the deleted data ███████ | R2 |
| REQ-15017 | The AMF Head End system will provide a Production environment with ██ ██████ availability and one Disaster Recovery Environment. | R2 |
| REQ-15018 | For intentional switchovers between the AMF Head End Production and Disaster Recovery (DR) environments, there should not be any data loss and unplanned interruption to users. | R2 |
| REQ-15019 | Also, in case of a failover, the recovery service shall restore a production system within 60 minutes. | R2 |
| REQ-15020 | The AMF Head End shall have the ability to support the following targets for Disaster Recovery failover service levels: ██████████████ | R2 |
| REQ-15021 | Update AMF Head End Disaster Recovery (parallel production) environment with all production changes ████████████  Note: The intent here is replication of production environment to Disaster Recovery environment | R2 |
| REQ-15022 | Backup and Recovery. AMF Head End system shall conduct at minimum -Daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.).  At least | R2 |

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| | | |
|---|---|---|
| | one backup will be stored online (directly accessible). Such copy will be less than one week old and may be overwritten as it is replaced with newer backups.<br>-Weekly backups are stored for a minimum ▮▮▮▮▮▮<br>-Monthly backups are stored in a separate location and will be maintained for a minimum of ▮▮▮▮▮ | |
| REQ-15023 | The performance of the production system shall be monitored by the Vendor. | R2 |
| REQ-15024 | The vendor will carry out the following monitoring services for the production and DR systems:<br>-Daily operations Monitoring<br>-Daily Software Monitoring<br>- System Process monitoring<br>- Notify Customer for any exceptions | R2 |
| REQ-15025 | The MDMS system will provide a Production environment with ▮▮▮▮▮ availability and one Disaster Recovery Environment. | R1 |
| REQ-15026 | For intentional switchovers between the MDMS Production and Disaster Recovery (DR) environments, there should not be any data loss and unplanned interruption to users. | R1 |
| REQ-15027 | Also, in case of a failover, the recovery service shall restore a production system ▮▮▮▮▮▮ | R1 |
| REQ-15028 | The MDMS system shall have the ability to support the following targets for Disaster Recovery failover ▮▮▮▮▮▮▮▮▮▮▮ | R1 |
| REQ-15029 | Update MDMS Disaster Recovery (parallel production) environment with all production changes in no more than ▮▮▮▮▮▮.<br>Note: The intent here is replication of production environment to Disaster Recovery environment | R1 |
| REQ-15030 | Backup and Recovery. MDMS System shall conduct at minimum<br>-Daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.).  At least one backup will be stored online (directly accessible).  Such copy will be less than one week old and may be overwritten as it is replaced with newer backups.<br>-Weekly backups are stored for a minimum of one month.<br>-Monthly backups are stored in a separate location and will be maintained for a minimum of ▮▮▮▮▮ | R1 |
| REQ-15031 | The performance of the production MDMS system shall be monitored by the Vendor. | R1 |
| REQ-15032 | The vendor will carry out the following monitoring services for the production and DR MDMS systems:<br>-Daily operations Monitoring<br>-Daily Software Monitoring<br>- System Process monitoring<br>- Notify Customer for any exceptions | R1 |

**Integration Requirements:**

| Req # | Business Requirement Description | Release |
|---|---|---|
| REQ-02006 | Meter data management system should be able to receive the serialized meters | R1 |
| REQ-02009 | Upon replacement / removal / installation of meter & comms component / Radio ID, Head End systems (AMF) shall receive updates from asset inventory /CSS and shall keep the records in sync. | R2 |

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| REQ-02010 | Upon replacement / removal / installation of meter & comms component / Radio ID, meter data management system shall receive updates from asset inventory / CSS and shall keep the records in sync. | R1 |
|---|---|---|
| REQ-02033 | New metering data collection system (AMF) should be able to collect and store AMF meter asset information with technical configuration received from asset & inventory system. | R2 |
| REQ-02034 | New metering data management system should be able to collect and store AMR, MV-90, and AMF meter asset information with technical configuration received from asset & inventory system and incorporate business configuration received from CSS to the meter asset.<br><br>Example:<br>Meter configurations - meter asset master data with comms module, availability status, phase & form information, location details<br>Business configuration - meter multiplier, UOM, number of dials, number of registers, register type, interval length, sampling rate | R1 |
| REQ-02035 | Asset & inventory system should be able to collect and store operational status and location details received from AMF Head End. | R2 |
| REQ-04054 | MDMS shall receive, store, and process connect/disconnect requests from the CSS for one meter and/or a batch of meters. | R2 |
| REQ-05004 | MV-90 shall send MDMS estimated MV-90 data when data is determined irretrievable from an MV-90 meter. | R1 |
| REQ-05008 | Output from both MV-90 Gas and MV-90 Electric shall use the same data format for passing data to the MDMS that contain the following data:<br>-▮▮▮▮▮▮▮▮ for all channels (kWh, KVARH, etc.) for elec<br>▮▮▮▮▮▮▮▮ for all channels (M3, GJ, etc) for Gas<br>-Meter serial number<br>-Start time reading for the day<br>-End time reading for the day | R1 |
| REQ-05017 | MV-90 shall have the ability send full or partial record for an account to MDMS | R1 |
| REQ-05018 | MV-90 shall have the ability to send to MDMS multiple day data file that contains all of the intervals for each day and the anchor reads. | R1 |
| REQ-05020 | MV-90 shall have the ability to send meter read data to MDMS, which in turn provides the data for Retail and wholesale settlement systems. | R1 |
| REQ-07027 | AMR data collection system shall be able to receive the meter reading cycle data from MDMS system via pre-defined formatted file i.e., CSV, XML. (for both Elec & Gas) | R1 |
| REQ-07028 | AMR data collection system shall be able to send the meter reading, interval data, and event data to MDMS system via pre-defined formatted file i.e., CSV, XML.  (for both Elec & Gas) | R1 |
| REQ-07029 | MDMS shall be able to receive route details from CSS via pre-defined formatted file i.e., CSV, XML. | R1 |
| REQ-07032 | MDMS shall be able to support a maximum configurable number of ▮▮▮▮▮▮▮. The channels could hold direct measured data, derived (calculated) data, or data imported from external sources. | R2 |
| REQ-08001 | The system shall have ability to request to AMF Head End and receive a response after pinging a single meter within 3▮▮▮▮▮▮ with a ▮▮▮▮▮▮▮▮ | R2 |
| REQ-08002 | The system shall have ability to ping a list of AMF meters to determine power status | R2 |
| REQ-08003 | The system shall have ability to manually ping a current list of single outages from OMS as a batch and then view the ping outage status results. | R2 |
| REQ-08006 | The ADMS' ping feature shall have the ability to distinguish if a meter is AMF in order to ping a meter. | R2 |

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| REQ-08008 | The MDMS/AMF Head End shall integrate to provide the ability for ADMS to ping a meter-by-meter number and/or OMS Event ID. | R2 |
|---|---|---|
| REQ-08009 | Outage Management will have the ability to store last gasp and power-up data from AMF meters with date and time stamp. | R2 |
| REQ-08011 | Outage Management will have the ability to filter out last gasps of the AMF meters. | R2 |
| REQ-08016 | The system shall have ability to update OMS Event Restoration Time(s) with calculated Restoration time(s) using the AMF Power Restore Alarm Data from MDMS. | R2 |
| REQ-08017 | The MDMS/AMF Head End shall integrate to provide the ability for OMS system to collect and store meter power quality data (number of power outages, voltage dips, sags, etc.) received from AMF Head End. | R2 |
| REQ-09001 | The AMF Head End shall interface with ADMS to provide power up/down and voltage sag/swell to ADMS in near real time. | R4 |
| REQ-09002 | The AMF Head End shall interface with ADMS to provide a display for standard values (like Amps, KW, voltage). KW values can be either delivered or received. | R4 |
| REQ-09003 | The system shall be able to quickly and easily collect and display dispatched vs. actual DER outputs via AMF Head End on a UI. | R5 |
| REQ-09004 | The AMF Head End shall interface with ADMS to collect meter voltages, kw, and amps, as well as pings in near Realtime to support advance apps like VVO (volt-var-optimization), CVR (conservation of voltage reduction) as required. | R4 |
| REQ-09007 | The AMF Head End shall interface with ADMS to request and/or receive meter outage data from the AMF Head End system. | R4 |
| REQ-09008 | The AMF Head End will send outage messages as received. A jointly developed interface will allow ADMS to throttle the number of AMF outage messages sent to ADMS so as to not overrun the ADMS receipt capability.  The interface shall support thousands of outage messages per minute before throttling would be required. | R4 |
| REQ-09009 | The ADMS and AMF Head End shall have a jointly developed interface such that ADMS shall have the ability to ping any single meter or group of meters to verify outage status, heartbeat and network health information. | R4 |
| REQ-09010 | The ADMS and AMF Head End shall have a jointly developed interface such that the ADMS shall be capable of initiating a request to ping a meter/group of meters to verify that power has been restored. | R4 |
| REQ-09011 | ADMS shall have the ability to receive and store AMF detected PONs (Power Outage Notification) and PRNs (Power Restore Notification) from AMF Head End. | R4 |
| REQ-09017 | The AMF Head End shall interface with ADMS to provide voltage information for determining feeder voltages. | R4 |
| REQ-09018 | The AMF Head End shall interface with ADMS to provide voltage information for determining voltages on low voltage lines. | R4 |
| REQ-09019 | The AMF Head End shall integrate to provide the ability for ADMS system to collect and store voltage information from C&I AMF meters. | R4 |
| REQ-09020 | The AMF Head End shall integrate to provide the ability for ADMS system to collect and store load (interval consumption) information from C&I AMF meters | R4 |
| REQ-09024 | The AMF Head End shall provide the following register voltage data to ADMS:  voltage data for both single-phase and all phases for three-phase meters | R4 |
| REQ-14002 | MDMS shall integrate to provide the ability for wholesale settlement system to receive data for interchanges and generators for settlement calculation. | R1 |
| REQ-06039 | MDMS shall provide timestamps to support the following calculation of timing processes for AMF Meters: <br> 1) Start Service Re-Connect Time to Successful Service Re-Connect Time <br> 2) Start Service Disconnect Time to Successful Service Disconnect Time | R2 |

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| REQ-07035 | Systems (AMR, MV-90, AMF Head End, and MDMS) shall have the ability to properly handle daylight savings including the duplicate hour in the fall, the missing hour in the spring, internal and user interface representation, and representation in interfaces to other applications. | R1 |
|---|---|---|
| REQ-04046 | MDMS shall manage transactions that occur in the off-cycle read processes such as move in/out, meter exchange, supplier switch, RCD, **No read No estimates WorkflowManager (NO NO WFM)** etc. | R1 |
| REQ-04150 | MDMS shall fully synchronize with CSS at least once a week insuring ongoing matching of MDMS to CSS. This includes many things mastered in CSS including Account at Premise, Meter Number, Rate Class, Electric Supplier, Gas Supplier both current and historical, Install and removal reads. | R1 |
| REQ-04151 | MDMS shall receive the Service to transformer relationship from CSS and maintain the same. | R1 |
| REQ-04152 | MDMS shall provide the CDI Fixed Strata to CSS. | R1 |
| REQ-06090 | The AMF HE shall provide voltage and interval meter data to Network Model Validator to support meter to transformer model analytics. | R4 |

The parties agree that deliverables for REQ-03068 through REQ-03087 (related to HAN devices) targeted for R3 likely require the use of Wi-Fi to satisfy the requirements. Expectation is that a grid edge application will be provided by Customer and/or Benefiting Affiliate. The AMF Provider Application Platform will be priced separately. Details to be scoped in Workshops and subject to a later Release.

For requirements scheduled for Go Live Release 4 and 5 plus REQ-04093 and REQ-04094 (related to near real-time data access) are expected to use standard AMF Provider interfaces to meet the requirement has been assumed. Any customizations will result in a change order.

The parties agree that deliverables associated with Req 04106 and Req 11001 thru Req 13022 require technical workshops to define the specific requirements necessary for engineering development work to occur. All requirements will be finalized with a target date of no later than March 1, 2023, with an intended AMF Provider General Availability ("GA") release of the MDMS solution made available to Customer in the October 2023 release (In support of R1) and the March 2024 release (In support of R2). Although certain requirements are designated as an R1 above the parties acknowledge that such requirements may be part of R2.

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# Appendix B

██████████████  Outside Scope

**Requirements captured for future scope (R6) and not considered in this SOW. The parties will enter into a separate and distinct Statement of Work with details relating to these requirements, including dates and fees.**

**SOW Core Business Product and Integration Requirements**

**Core Business Product Requirements:**

████████████████████████████████████████████████████

██████ **Requirements:**

| Req # | Business Requirement Description |
|-------|--------------------------------|
| ██████████████████████████████████████████████████ |

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# Appendix C

## Description of Severity Level

During the Term of the SOW, the following descriptions of Severity Levels will apply:

| Defect Severity | Description of the Defect |
|---|---|
| Severity 1 (Critical) | A Defect where: 1) the production system is completely down or unavailable, 2) business critical applications or services are severely impacted for which there is no reasonable work-around, 3) that results in a complete disruption of daily work during a project or upgrade, or 4) a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule. These defects or errors must be fixed before go-live. Defects found after go-live must be resolved before System Acceptance. |
| Severity 2 (High) | A Defect where 1) the production system is functioning/available but significantly impacted with: a. limited capabilities, b. instability with major periodic interruptions, or c. significant degradation in performance, 2) a major system feature/function failure for which there is no reasonable work-around during a project or upgrade, or 3) a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule. These defects or errors must be fixed before go-live. Defects found after go-live must be resolved before System Acceptance. |
| Severity 3 (Medium) | An error where the production system is still functioning, but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality there is a low to medium impact to business functions, but it is manageable using a reasonable work-around. Customer and AMF Provider jointly determine if must be fixed before go-live. |
| Severity 4 (Low) | An error related to a general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is no impact on the business or the performance or functionality of the system. Will be fixed post go-live. |

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# Appendix D

Terms related to Equipment Purchases For Testing Purposes Only

1.  In connection with this SOW, Customer desires to order up to 2 ▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮ 2 ▮▮▮▮ Meters (Model ▮▮▮▮, and ▮▮▮▮▮▮▮▮▮▮▮ "Equipment") from AMF Provider, at no cost, for the sole purpose of testing. Such testing Equipment shall not be used by Customer in a production environment.

2.  <u>Acceptance of Orders</u>. Orders will be accepted only upon the understanding that the terms and conditions herein shall be applicable. Unless the parties agree in writing, any terms and conditions appearing in Customer's order contrary to those stated herein are deemed waived by the parties.

3.  <u>Delivery</u>. ▮▮▮▮▮▮ will ship or deliver Equipment to Customer's warehouse or other designated location. All Equipment will be shipped to Customer D.A.P. destination in accordance with INCOTERMS 2020. Unless specified otherwise herein, title to and risk of loss of any goods procured hereunder shall pass to Customer upon delivery to the point of final destination.

4.  <u>Acceptance</u>. Customer shall inspect Equipment upon arrival at the specified destination and shall within 7 days notify ▮▮▮▮▮▮ as to any known conditions which exist, that prevent Customer's acceptance of equipment. Thereafter, the Equipment is deemed accepted.

5.  <u>Limited Equipment Warranty; RMA; Remedy</u>.
    a.  ▮▮▮▮▮▮ warrants that the Equipment, including Firmware, will be (a) new, (b) will be free from material defects in material and workmanship; (c) will meet the specifications published at the time of shipment; (d) will be free and clear of any liens or encumbrances, and (e) ▮▮▮▮▮▮ owns the Firmware (including but not limited to all intellectual property rights or has the rights thereunder necessary to grant Customer the rights intended to be granted hereunder; as of the Effective Date, there are no pending actions or proceedings in law or equity and no claims asserted in arbitration, in any other tribunal or otherwise challenging or affecting any right, title or interest granted to Customer hereunder and ▮▮▮▮▮▮ is not aware of any unasserted claims of any third party affecting the same, the Equipment and Firmware do not have actual knowledge that the Equipment and/or Firmware knowingly infringes or otherwise violates any intellectual property rights or other right of any third party and any such warranty breach shall be remedied pursuant to the indemnity obligations of ▮▮▮▮▮▮. The Warranty Period for all Equipment, including Firmware, is eighteen (18) months in duration from the date of shipment. Customer's exclusive remedy and ▮▮▮▮▮▮'s sole obligation for a nonconformity in any item of the Equipment during the Warranty Period shall be the repair or the replacement (at ▮▮▮▮▮▮'s option) of the item and any affected part of the Equipment, including Firmware; provided, however the remedy for an infringement claim shall be solely subject to ▮▮▮▮▮▮'s indemnification obligations. Within ninety (90) days of first becoming aware of such breach of warranty, Customer shall provide ▮▮▮▮▮▮'s customer support written notice that the Equipment (including Firmware) does not conform to the above warranty and request a return materials authorization form ("RMA"). After an RMA is issued, ▮▮▮▮▮▮ will provide Customer with shipping instructions, via email, for the warranted product. Customer shall package and ship any and all non-conforming Equipment in accordance with ▮▮▮▮▮▮'s packaging requirements, and shipping shall be at Customer's expense. ▮▮▮▮▮▮ shall repair or replace the defective product of such returned product subject to the terms herein. Repaired and replacement parts shall be warranted for the remainder of the original Warranty Period. ▮▮▮▮▮▮ shall transport the repaired or replaced warranted equipment back to Customer at ▮▮▮▮▮▮'s cost. Customer shall grant ▮▮▮▮▮▮ access to the Equipment at all reasonable times in order for ▮▮▮▮▮▮ to determine any nonconformity in the Equipment, subject to compliance with any safety and security requirements of Customer where access is required on Customer's property or systems. ▮▮▮▮▮▮ shall have the right of disposal of items replaced by it. ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY ▮▮▮▮▮▮ NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

    b.  <u>Warranty Exclusions and Limitations</u>. ▮▮▮▮▮▮ will not be responsible for defects, errors or performance problems to the extent caused by Customer's based on instructions provided to Customer; improper storage or, installation based on instructions provided to Customer or modification by Customer or its subcontractors or agents not in compliance with the Documentation or otherwise contemplated in the specifications or otherwise authorized by ▮▮▮▮▮▮; neglect, accident, vandalism or other intentional damage caused by Customer.

    c.  <u>DISCLAIMER OF IMPLIED WARRANTIES</u>. ▮▮▮▮▮▮ HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED,

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EXCEPT THAT OF TITLE.  SPECIFICALLY, IT DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

6.   <u>Firmware License</u>. Customer is granted a fully-paid, perpetual, irrevocable (unless Customer or any of its employees or contractors attempt to violate the intellectual property rights described in Section 7 below), non-transferable (except to Affiliates), non-exclusive license to use the Firmware solely in connection with Customer's use of the Equipment.

7.   <u>Intellectual Property Rights</u>. All proprietary and intellectual property rights in and to the Firmware and Equipment provided hereunder are owned by ████████ (or its third-party licensors) and ████████ (and/or its third party licensors) retains title all intellectual property rights in the Equipment and Firmware. Customer agrees that Customer shall not, and that Customer shall not allow any third party, to attempt to reverse engineer, de-compile, or disassemble the Equipment and Firmware.

(Version 1.0)  **MUTUAL CONFIDENTIALITY AGREEMENT**  Contract Number: _____

THIS MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement"), dated May 3, 2022 ("Effective Date"), is between PPL Services Corporation ("PPL"), with offices at Two North Ninth Street, Allentown, PA 18101, and █████████████ ("Counterparty"), with offices at ███████████████████████████████ PPL and Counterparty may be referred to herein individually as a "Party" and collectively as the "Parties." In addition, a Party, its affiliates, and their employees, consultants, and agents, to the extent acting on a Party's behalf with respect to the Purpose (as defined below), are referred to herein as "Representatives."

The Parties wish to protect the confidential nature of Confidential Information (as defined below) that each Party and its Representatives may disclose to or is otherwise discovered or obtained by the other Party and its Representatives in connection with discussions, negotiations or dealings related to a potential business transaction (the "Purpose"). In consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound, the Parties hereby agree as follows:

1. <u>Definition of Confidential Information</u>. "Confidential Information" means confidential, competitively sensitive, non-public or proprietary information or material, whether tangible or intangible and in whatever form provided, that is disclosed by the disclosing Party or its Representatives ("Discloser") to the receiving Party or its Representatives ("Recipient"), or discovered or obtained by Recipient through inspection or observation of Discloser's property or facilities, in connection with the Purpose before or after the Effective Date and that should reasonably have been understood to be confidential competitively sensitive, non-public or proprietary because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information also includes any information owned by a third party that was (i) disclosed by such third party to Discloser subject to a confidentiality agreement, and (ii) disclosed by Discloser to Recipient solely for use by Recipient in connection with the Purpose. Confidential Information includes, without limitation: (a) any trade secret, know-how, idea, computer program, device, design, data, plan, strategy and forecast of, and technical, engineering, product, marketing, financial, personnel and other confidential, competitively sensitive, proprietary, or non-public information and materials of Discloser, its Representatives, licensors, vendors, customers, or other third party as set forth in Section 1(i) and (ii) above, including any other entity participating with Discloser in any consortium, partnership, joint venture or similar business combination; (b) any information or materials that contain, reflect or are derived from the information and materials described in this Section 1; and (c) the existence of the Purpose and the terms and conditions of this Agreement.

2. <u>Scope of Obligations</u>. The obligations of this Agreement shall not apply to any Confidential Information to the extent such Confidential Information: (a) was already known to Recipient or its Representatives before receipt from Discloser; (b) is or becomes publicly available other than through the acts of Recipient or its Representatives in violation of this Agreement; (c) is received by Recipient or its Representatives from a third party who, to Recipient's knowledge, is not prohibited from disclosing the Confidential Information by a contractual, fiduciary or other duty; (d) that Recipient develops or derives without the aid, application or use of the Confidential Information; or (e) is authorized in writing by Discloser for disclosure by Recipient, to the extent of such authorization. In the event that Confidential Information is required to be disclosed by law or legal process in the reasonable determination of Recipient's legal counsel, then prior to any such disclosure, Recipient shall (x) give Discloser as much advance notice of the requirement as is practical and permitted under applicable law, (y) cooperate with Discloser at Discloser's expense to protect against disclosure, and if disclosure is still required, then disclose only such part of the Confidential Information that its legal counsel advises it must disclose, and (z) disclose such part of the Confidential Information only to the extent required to comply with such law or legal process.

3. <u>Non-disclosure and Non-use Obligations</u>. Recipient shall keep Discloser's Confidential Information confidential and shall not disclose such Confidential Information to any person other than its Representatives who need the Confidential Information in connection with the Purpose and who are bound by confidentiality obligations similar to those in this Agreement. Recipient shall ensure that its Representatives keep Discloser's Confidential Information confidential and comply with all obligations in this Agreement applicable to Recipient. Recipient is fully liable for any acts of its Representatives in violation of this Agreement. Neither Recipient may use Discloser's Confidential Information for any purpose other than the Purpose. Recipient shall protect Discloser's Confidential Information with the same degree of care that it uses to protect its own confidential information and materials of similar nature and importance, but not less than reasonable care. Recipient shall notify Discloser in writing immediately upon Recipient's learning of any breach or threatened breach of this Agreement involving Discloser's Confidential Information. Neither Party shall, without the other Party's prior written consent, disclose to any person: (a) that the other Party is considering the Purpose or any other transaction or project, (b) that discussions or negotiations are taking or have taken place involving the Parties and concerning the Purpose, (c) any term, condition or other fact relating to the Purpose, or (d) such discussions or negotiations, including, without limitation, the status thereof.

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4.  Ownership; Warranties. Each Party represents and warrants that it is entitled to enter into this Agreement and disclose its Confidential Information to the other Party. All Confidential Information provided by Discloser is and shall remain the sole property of Discloser and its licensors. Recipient receives no license or other rights to Discloser's Confidential Information other than as provided in this Agreement.

5.  Return of Confidential Information. Upon Discloser's written request, Recipient shall promptly, but no more than ten (10) business days following such request: (a) return or destroy all materials (in written, electronic or other form) containing or constituting Confidential Information of Discloser, including any copies and extracts; and (b) provide Discloser a written certification signed by an authorized representative of Recipient that all such materials have been returned or destroyed. Notwithstanding the above, Recipient may retain a copy of Discloser's Confidential Information solely for record-keeping purposes; provided, however, that all the obligations in this Agreement shall apply to such retained Confidential Information for so long as it is retained by Recipient.

6.  Term and Termination. The term of this Agreement shall commence on the Effective Date and continue for three years, unless sooner terminated. Either Party may terminate this Agreement at any time upon written notice to the other Party. Except as may otherwise be provided in Section 8 (Miscellaneous), Sections 1 (Definition of Confidential Information), 2 (Scope of Obligations), 3 (Non-Disclosure and Non-Use Obligations), 5 (Return of Confidential Information), 7 (Remedies) and 8 (Miscellaneous) shall survive for a period of three years following the expiration or termination of this Agreement.

7.  Remedies. Each Party agrees that the unauthorized disclosure or use of the Confidential Information of Discloser will cause irreparable harm and significant injury to Discloser for which there will be no adequate remedy at law. Accordingly, each Party agrees that Discloser, in addition to any other available remedies, shall have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Agreement without the necessity of posting any bond or other security. Should legal action be brought arising from or relating to this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and related costs, in addition to any other relief that may be awarded.

8.  Miscellaneous. The execution of this Agreement and exchange of Confidential Information shall not obligate either Party to enter into any definitive business agreement relating to the Purpose ("Business Agreement"). In the event the Parties do enter into a Business Agreement, however, and such Business Agreement contains a confidentiality provision, then except for those provisions of this Agreement that expressly survive termination, the confidentiality provision in the Business Agreement shall supersede this Agreement. All matters arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its choice of law rules. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by duly authorized signatories of both Parties. Waiver by either Party of a default by the other Party under any provision of this Agreement shall not be construed as a waiver of any subsequent default, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy operate as a waiver of any right or remedy. This Agreement does not and is not intended to confer any rights or remedies on any person other than the Parties. This Agreement and the rights and obligations hereunder may not be assigned or delegated by either Party, in whole or part, without the prior written consent of the other Party. Any prohibited assignment or delegation shall be null and void. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable. This Agreement constitutes the entire agreement, and supersedes all prior or contemporaneous communications and agreements, whether oral or written, between the Parties relating to the subject matter hereof. This Agreement may be executed in multiple counterparts, including by exchange of facsimile copies, and each of which is an original, and combined constitute one agreement.

IN WITNESS WHEREOF, the Parties hereby agree to be bound by the terms and conditions of this Agreement.

PPL SERVICES CORPORATION

By: *Jacob Baker*

Name: Jacob Baker

Title: Intermediate Category Manager

Date: 05/03/2022

By: ▮▮▮▮▮▮▮▮▮▮

Na ▮▮▮▮▮▮▮▮▮▮

Title: Commercial Counsel

Date: 05/03/2022

Redacted

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Attachment RR 1-5
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Date: 05/03/2022

The Narragansett Electric Company
d/b/a Rhode Island Energy
Docket No. 22-49-EL
In Re: Rhode Island Energy Advanced Metering Functionality Business Case and
Cost Recovery Program
Responses to the Public Utility Commission's Record Request
Issued on April 14, 2023

**<span style="color:red">Redacted</span>**
Public Utility Commission RR-2

Request:

Please identify the meters used by the Company in Pennsylvania and Kentucky, provide the cost differences between those meters and the meters proposed in Rhode Island, and specify and describe the incremental features and functionalities of the meters proposed in Rhode Island.

Response:

The meters used by the Company's affiliates in Pennsylvania and Kentucky are version 1.0 advanced metering infrastructure ("AMI") meters. The meters proposed by the Company for implementation in Rhode Island are version 2.0 AMI meters, which have unique functionality and incremental features, particularly with respect to customer engagement, over the version 1.0 meters.

The Company calculated the cost differences between the meters in Pennsylvania and Kentucky and the meters proposed in Rhode Island using a weighted average cost of the meters. The Company used weighted average costs because there is not a direct comparison of exact meter forms, and their specific features, across Pennsylvania, Kentucky, and Rhode Island. The chart below reflects the comparison of the weighted average costs:

| State | Weighted Average Meter Cost |
|---|---|
| Pennsylvania | ███████ |
| Kentucky | ███████ |
| Rhode Island | ███████ |

Although the Company used the weighted average cost to develop a meaningful comparison of the costs, the Company notes that both Pennsylvania and Kentucky have a higher percentage of residential meters than Rhode Island. Because residential meters are less costly than commercial meters, the weighted average cost of the meters in Pennsylvania and Kentucky skews lower than the weighted average cost in Rhode Island.

Additionally, the Rhode Island weighted average cost reflected in the chart above comes from bid prices received in late 2022. The weighted average costs reflected in the chart above for the Pennsylvania meters come from 2014 bid prices, which the Company adjusted to align the price to the warranty length for the proposed Rhode Island meters. The weighted average costs

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reflected in the chart above for the Kentucky meters are the final prices negotiated by Kentucky from a process that commenced in 2014 and concluded with a final signed contract in 2021.

Although the version 1.0 meters are still available for purchase, the Company has not obtained pricing quotes and does not have current information regarding what the actual cost would be to purchase the meters today.  The Company has not sought that pricing information because it is seeking to install the meters that include state-of-the art capability with enhanced features that are now available in the marketplace to deliver significant customer benefits. The Company's benefit-cost analysis is premised on the benefits that the Company can deliver using the version 2.0 meters, some of which are not achievable with the technological capabilities of the version 1.0 meters.

The proposed Rhode Island advanced metering capability offers additional connectivity, storage, and computing features, as well as improved metrology through enhanced sensing as compared to the Pennsylvania and Kentucky meters.  As a result, the Rhode Island meters will be capable of recording consumption in multiple channels for residential meters enabling a better understanding of how electricity is being used or generated behind the meter, in near real-time. Simultaneous sub-second monitoring of energy flow provides consumers and energy providers with the ability to act on changes in energy availability and cost, thereby making time varying rates and the opportunity to participate in markets such as the market anticipated under Federal Energy Regulatory Commission ("FERC") Order 2222, technically possible.  The proposed Rhode Island meter functionality is realized through enhanced sensing, faster processors, increased memory, added intelligence from embedded processors, and modular communication capabilities that integrate directly into the meter.  Meters can perform data processing on-site via grid edge software, enabling the capture and processing of local data and the use of software that can better inform customers and further optimize grid operations.

The following captures specific use case capabilities of the proposed Rhode Island advanced meters that are advantageous over the versions of meters currently used in Pennsylvania and Kentucky:

- Higher sampling rates and local analytics in the meter can provide customers with a better understanding of near real-time energy usage and consumption visibility by unique load types.  Increased visibility can better enable customers to analyze their device-level usage and make consumption adjustments in response to price changes and incentives.

- Improved customer awareness can create greater engagement and adoption for demand response, facilitate better targeting of flexible loads and enable a variety of new customer services.

- Enhanced forward and reverse energy register information (made possible by 1 cycle energy direction detection and a 100 millisecond measurement period), coupled with

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added channels, intelligence and computational capability will better enable the integration of microgrids and intelligent automation thereof.

- Higher resolution current and voltage streaming provides greater insights into power quality while a higher harmonic measurement capability provides a more detailed picture of power quality at the point of delivery. This becomes increasingly important with greater penetration of distributed energy resources ("DER") and electric vehicles ("EV").

- Enhanced phase and grid anomaly detection is aided by millisecond resolution network time. More accurate and faster measurements can improve operations and offer increased VVO/CVR optimization results.

- Future capability updates and enhancements are made possible due to faster computing speeds and more memory in the meter.

- Temperature alerts are enhanced with built-in micro arc sensing which will provide earlier detection of potential hot socket conditions.

- Future capabilities are possible with a WiFi certified and internet enabled open application ecosystem.

The chart below provides a technical comparison of metering features across the following metering applications: Pennsylvania ("PA") and Kentucky ("KY") residential, PA and KY commercial, and Rhode Island Energy residential and commercial.

| Connectivity | | | |
|---|---|---|---|
| **Feature** | **PA & KY – Residential** | **PA & KY - Commercial** | **Proposed RIE AMF Meter – Residential & Commercial** |
| Communications Frequency/ Standard by Type | MESH: 902 – 928MHz Cellular: LTE-M HAN: ZigBee | MESH: 902 – 928MHz Cellular: LTE-M HAN: ZigBee | MESH IP: 902 – 928MHz Wi-SUN: 900MHz Cellular: LTE-M HAN: Wi-Fi |
| Mesh Communications Bandwidth | up to 200Kbps | up to 200Kbps | Up to 1.2Mbps |
| Apps protocol or capabilities | Low Level programming language | Low Level programming language | Card applications supported. |
| Intelligence Card (EIC) | N | N | Y |

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| Integrated ZigBee | Y | Y | N |
|---|---|---|---|
| Integrated Wi-Fi | N | N | Y |
| Precision Network Timing | N | N | Y |

| **Storage** | | | |
|---|---|---|---|
| **Feature** | **PA & KY – Residential** | **PA & KY - Commercial** | **Proposed RIE AMF Meter – Residential & Commercial** |
| Energy Registers | 6 | 35 | 35 |
| Demand Registers | 2 | 16 | 16 |
| Load Profile Recorders | 1 Standard 2 Optional | 1 Standard 2 Optional | 2 Standard |
| Load Profile Channels | 8 per recorder, 16 total | 16 per recorder, 32 total | 16 per recorder, 32 total |
| Load Profile Capacity, Memory | 187KB standard, 374KB premium | 256KB standard, 1MB premium | 2MB |
| Load Profile Capacity, Memory @ 8 channels, 15-minute intervals | 94 days | 290 days | 580 days |
| Calendar Length | 20 years | Perpetual | Perpetual |
| History and Events Logs | 535 entries | 535 entries | 1,000 entries |

| **Computing Features** | | | |
|---|---|---|---|
| **Feature** | **PA & KY – Residential** | **PA & KY - Commercial** | **Proposed RIE AMF Meter – Residential & Commercial** |
| AMI Computing | Yes NIC-based Apps | Yes NIC-based Apps | Yes Edge Card Apps and NIC-based Apps |
| Card CPU Speed | N/A | N/A | 528 MHz |
| Card RAM | N/A | N/A | 512 MB |

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| Card Storage Memory | N/A | N/A | 4GB |
|---|---|---|---|
| Internet / Cloud Access | No | No | Via Wi-Fi |
| Access to ANSI C12.19-meter data | Yes | Yes | Yes |
| Real-Time Waveform Processing | No | No | Yes |

| Metrology / Sensor Capability | | | |
|---|---|---|---|
| **Feature** | **PA & KY – Residential** | **PA & KY - Commercial** | **Proposed RIE AMF Meter – Residential & Commercial** |
| ANSI C12.20 Accuracy Class | 0.2% | 0.2% | 0.2% |
| Measurement Sampling Rate | 2.5 kHz | 2.5 kHz | 14.6 kHz |
| Measurement Update Rate | 252 ms | 200 ms | 100 ms |
| Energy Direction Detect | 252 ms | 200 ms | 1 cycle |
| Metrology CPU Speed | 9.8 MHz | 51.6 MHz | 240 MHz |
| Metrology CPU RAM | 4.25 KB | 32 KB | 1 MB |
| Reactive Metering | Optional | Y | Y |
| Temperature Sensor | Y | Y | Y |
| Micro Arc Sensing | N | N | Y |
| Load-Side Voltage Sensing | Y | N/A | Y with advanced neutral detection on Form 2S |
| Meter Movement Sensing | Tilt/Vibration Sensor | Tilt/Vibration Sensor | 3-Axis Accelerometer |
| Cover Removal Switch | N | Y | Y |
| Precision Network Timing | N | N | Y |

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