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Also admitted in Massachusetts

August 17, 2023

VIA ELECTRONIC MAIL AND HAND DELIVERY

Luly E. Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

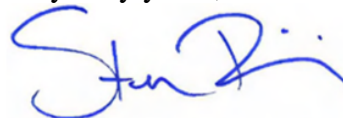
Dear Ms. Massaro:

**RE: Docket No. 23-23-NG - Rhode Island Energy Distribution Adjustment Charge Filing
Response to Division Data Request – Set 3**

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), I have enclosed the Company’s response to the Third Set of Data Requests issued by the Division of Public Utilities and Carriers in the above-referenced docket.

Please contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,



Steven J. Boyajian

cc: Docket 23-23-NG Service List
Leo Wold, Esq.
John Bell, Division
Al Mancini, Division

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Elaina M. Weir

August 17, 2023

Date

**Docket No. 23-23-NG – Narragansett Electric Co. d/b/a Rhode Island Energy 2023 Gas Cost Recovery Filing (GCR)
2023 Distribution Adjustment Clause (DAC)
Service List as of 8/15/2023**

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<p>Christopher Kearns Office of Energy Resources</p>	<p>Christopher.Kearns@energy.ri.gov; William.Owen@energy.ri.gov;</p>	
<p>Nicholas Vaz, Esq. RI Attorney General Office</p>	<p>nvaz@riag.ri.gov; mbedell@riag.ri.gov;</p>	
<p>James Crowley, Esq. Conservation Law Foundation</p>	<p>jcrowley@clf.org;</p>	

Division 3-1

Request:

Reference the Annual Environmental Report for Gas Services for the Period April 1, 2022 – March 31, 2023.

- a. Please explain the cause of the -\$77,613 amount for Other Costs for the 170 Allens Avenue, Providence, Rhode Island site.
- b. Please explain the cause of the -\$4,210 amount for Other Costs for the PCB Regulated Pipe Abandonment, Rhode Island site.

Response:

- a. The Company received a reimbursement from Cargill of \$78,208 which was offset by Company labor charges in the amount of \$595.
- b. The Company received a credit for scrap steel salvage in the amount of \$6,254 which was offset by Company labor and expenses in the amount of \$2,044.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket 23-23-NG
2023 Distribution Adjustment Charge Filing
Responses to Division's Third Set of Data Requests
Issued August 7, 2023

Division 3-2

Request:

Referring to the Company's filing dated June 30, 2023 (RIE's Gas Revenue Decoupling Reconciliation Filing), please provide Schedule NECO-2 in electronic format with the formulae intact.

Response:

Please see Attachment Division 3-2 for Schedule NECO-2 in Excel format.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket 23-23-NG
2023 Distribution Adjustment Charge Filing
Responses to Division's Third Set of Data Requests
Issued August 7, 2023

Division 3-3

Request:

Referring to the Company's filing dated June 30, 2023 (RIE's Gas Revenue Decoupling Reconciliation Filing) Schedule NECO-2, please provide copies of the billing system source documents for the actual number of customers and the actual base revenues.

Response:

Please see Attachment Division 3-3 in Excel format.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket 23-23-NG
2023 Distribution Adjustment Charge Filing
Responses to Division's Third Set of Data Requests
Issued August 7, 2023

Division 3-4

Request:

Referring to the Company's filing dated June 30, 2023 (RIE's Gas Revenue Decoupling Reconciliation Filing), please provide the supporting documentation and calculation for the monthly "Bk America Rate less 200 Basis Points" shown on Schedule NECO-2, page 2.

Response:

Please see Attachment Division 3-4.

Division 3-5

Request:

Referring to the Company's filing dated June 30, 2023 (RIE's Gas Revenue Decoupling Reconciliation Filing), testimony of Tyler Shields at page 4, according to the footnote, the Commission ordered Rhode Island Energy to reduce the \$14.00 customer charge to zero on each bill for the low-income rate classes Rate 11 and Rate 13 for the months of January, February, and March of 2023. The Commission also suggested, as an alternative, that the Company may implement reduction as an equivalent uniform credit on the customer bills adjusted for the effect of a low-income discount of 25% if the Company's billing system could not easily implement the directive. Please explain which approach was used by the Company to implement the Commission's directive.

Response:

For the months of January, February, and March of 2023, the Company reduced the \$14.00 customer charge to zero on each bill for the low-income rate classes Rate 11 and Rate 13. The Company did not implement the Commission's suggested alternative approach with respect to the directive.

Division 3-6

Request:

Referring to the Company's filing dated June 30, 2023 (RIE's Gas Revenue Decoupling Reconciliation Filing), testimony of Tyler Shields at page 4, please explain how adding the credit amount to the actual billed base distribution revenue for Rate 11 (Residential Non-Heating Low-Income) and Rate 13 (Residential Heating Low-Income) in the RDM Reconciliation for the months of January, February, and March 2023 prevents an inadvertent recovery via the RDA factor.

Response:

For the period January through March 2023, the Company's actual billed distribution revenues for Rate 11 (Residential Non-Heating Low-Income) and Rate 13 (Residential Heating Low-Income) were lower as a result of the fact that the Company had reduced the \$14.00 per month customer charge to zero for those rates classes for that period of time. To clarify, by "adding the credit amount to the actual billed base distribution revenue" for these two rate classes for January through March 2023, the Company is removing the impact of the credit amount (i.e., adjusting actual billed base distribution revenue upwards by the credit amount such that it does not reflect the impact of the credit amount). Absent doing so, the impact of the credit amount would continue to be reflected in actual billed base distribution revenue for purposes of the revenue decoupling mechanism reconciliation (i.e., it would be captured in the difference between authorized base distribution revenue and actual billed base distribution revenue) and would thus be recovered via the RDA factor in a manner that had not been approved by the Commission.

Division 3-7

Request:

Referring to the August 1, 2023 testimony of Jeffrey D. Oliveira and Stephanie A. Briggs at page 12, please provide the details of the AG Settlement Agreement and the one-time bill credits that were issued to customer during CY 2022.

Response:

The relevant provision of the Settlement Agreement among PPL Corporation, PPL Rhode Island Holdings, LLC (collectively, "PPL"), and Peter F. Neronha, Attorney General for the State of Rhode Island dated May 19, 2022 (the "Settlement Agreement"), is copied below:

Customer Bill Credits. Within 60 days of closing, PPL shall provide a credit to all of Narragansett's electric and gas distribution customers in the total amount of \$50 million. Based on the relative number of electric distribution customers and gas distribution customers, PPL will credit \$32.5 million to electric customers and \$17.5 million to gas customers. Each electric customer will receive the same credit, and each gas customer will receive the same credit.

On June 24, 2022, the Company filed a tariff advice with the Public Utilities Commission (the "Commission") in Docket No. 22-07-GE to establish new, temporary tariff provisions to provide a one-time bill credit to all of the Company's electric and gas distribution customers as agreed in the Settlement Agreement. The Commission ultimately approved new, temporary electric and gas Customer Bill Credit tariff provisions at its Open Meetings held on September 23, 2022, and September 28, 2022, effective November 1, 2022 (see Order No. 24533 issued on October 28, 2022).

On November 4, 2022, the Company filed a letter with the Commission in Docket No. 22-07-GE to provide the Commission with the exact amount of the uniform bill credit to be provided to each electric and gas distribution customer account based on the number of accounts in all rate classes as of November 1, 2022. For each gas distribution customer account, the amount of the bill credit was \$64.44 calculated as follows: $\$17.5 \text{ million} / 271,561 \text{ accounts} = \$64.44 \text{ per account}$. For each electric distribution customer account, the amount of the bill credit was \$63.92 calculated as follows: $\$32.5 \text{ million} / 508,455 \text{ accounts} = \$63.92 \text{ per account}$. The Company began to post the bill credits to customer accounts on November 3, 2022, a process that was performed in batches because of the large volume of accounts. The bill credit appeared on the first bill generated after the credit posted to the customer's account.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket 23-23-NG
2023 Distribution Adjustment Charge Filing
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Issued August 7, 2023

Division 3-7, Page 2

On July 28, 2023, the Company filed a letter with the Commission in Docket No. 22-07-GE to provide an update regarding the implementation of the \$50 million one-time customer bill credit. After implementing the \$50 million one-time customer bill credit in November 2022, the Company calculated a balance of \$4,958.00 (\$4,542.16 for electric and \$415.84 for gas) that remains to be credited to customers. Please see the table below for the calculation.

	Electric	Gas	Total
Bill Credit	\$ 32,500,000.00	\$ 17,500,000.00	\$ 50,000,000.00
Nov. 2022 Actual	\$ 32,495,457.84	\$ 17,499,584.16	\$ 49,995,042.00
Balance	\$ 4,542.16	\$ 415.84	\$ 4,958.00

The reason for the above electric and gas balances is that the customer counts used to determine the one-time bill credit amounts were the customer counts as of November 1, 2022. Because of the high volume of credits, the credits had to be posted over five days, and some accounts were finalized after November 1, 2022, but before the posting date for the credit on the account. The table below identifies the date and amount of the credits processed in batches over the November 2022 billing cycles.

PROCESS DATE	AMOUNT
11/3/2022	\$2,922,225.12
11/4/2022	\$3,149,505.00
11/7/2022	\$5,713,121.52
11/8/2022	\$(1,417.68)
11/9/2022	\$5,716,150.20
Grand Total	\$17,499,584.16

The Company proposed to credit the remaining \$415.84 balance to gas customers in its August 1, 2023 Distribution Adjustment Charge filing with the Commission in this docket. The Company proposes to credit the remaining \$4,542.16 balance to electric customers through a credit to the Storm Contingency Fund, which currently has a deficit balance.

Division 3-8

Request:

Referring to the August 1, 2023, testimony of Jeffrey D. Oliveira and Stephanie A. Briggs at page 12, please explain the significant difference in the value of bad debt expense written off during 2022 as compared to the amount reported in the August 1, 2022, testimony of Stephanie A. Briggs at page 9 in Docket No. 22-13-NG.

Response:

The Company experienced greater bad debt expense in Calendar Year ("CY") 2022 compared to the amount reported for CY 2021 in the August 1, 2022, testimony of Stephanie A. Briggs in Docket No. 22-13-NG. The Company had limited ability to terminate customers' service in CY 2021, which impacts the ability of the Company to write off customers' accounts receivable balances. This directly impacted the lower amount of bad debt expense written off compared to the "normal" level of bad debt written off in CY 2022.

Division 3-9

Request:

Referring to the August 1, 2023 testimony of Jeffrey D. Oliveira and Stephanie A. Briggs at page 13, please explain the details of the information technology transition services under the Transition Services Agreement among National Grid USA Service Company, Inc., and how that arrangement could require an adjustment to remove costs.

Response:

The information technology ("IT") transition services provided to The Narragansett Electric Company (the "Company") by National Grid USA Service Company, Inc. pursuant to the Transition Services Agreement among National Grid USA Service Company, Inc., National Grid USA (solely with respect to Section 4.6), and the Company dated May 25, 2022 (the "TSA") are described in Attachment Division 3-9, which consists of an excerpt from Exhibit A to the TSA.¹

As noted in PPL Corporation's ("PPL") most recent Form 10K² and in the Company's earnings report for its gas operations filed with the Commission on June 30, 2023, in Docket No. 4770,³ the Company excluded costs for IT transition services under the TSA from the calculation of earnings for its gas operations in the amount of \$[12.1] million. The IT transition services consisted of incremental work that needed to be performed because of the transition of the Company from National Grid to PPL ownership. Therefore, the costs for these IT transition services were removed so Calendar Year 2022 earnings were not impacted by these incremental costs due to the change in ownership.

¹ A copy of the fully executed TSA was sent electronically to counsel for the Public Utilities Commission (the "Commission") and the Division of Public Utilities and Carriers on July 1, 2022.

² Available at: <https://app.quotemedia.com/data/downloadFiling?webmasterId=101533&ref=117264176&type=PDF&symbol=PPL&companyName=PPL+Corporation&formType=10-K&dateFiled=2023-02-17&CK=922224>, see "Earnings from Ongoing Operations" at Page 36; "Rhode Island Regulated Segment" at Page 39; and "Reconciliation of Earnings from Ongoing Operations" at Pages 39-40.

³ See Page 14, Line 58.

Celia B. O'Brien
Associate General Counsel
PPL Services Corporation
COBrien@pplweb.com

280 Melrose Street
Providence, RI 02907
Phone 401-578-2700



July 1, 2022

VIA ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

RE: Transition Services Agreement By and Among National Grid USA Service Company, Inc., National Grid USA, and The Narragansett Electric Company

Dear Ms. Massaro:

As requested, on behalf of The Narragansett Electric Company,¹ attached is an electronic copy of the executed version of the Transition Services Agreement ("TSA") by and among National Grid USA Service Company, Inc., National Grid USA (solely with respect to Section 4.6), and The Narragansett Electric Company dated as of May 25, 2022. Also attached are the TSA schedules, which comprise of Exhibit A of the TSA, and a notice of extension of the term of two transition services from The Narragansett Electric Company to National Grid USA Service Company, Inc. dated June 9, 2022.²

If you have any questions, please contact me at (401) 578-2700. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Celia B. O'Brien".

Celia B. O'Brien

Attachments

cc: Christy Hetherington, Esq.
Cynthia Wilson-Frias, Esq.

¹ The Narragansett Electric Company d/b/a Rhode Island Energy.

² Cover sheets have been added for ease of reference.

TRANSITION SERVICES AGREEMENT

by and among

NATIONAL GRID USA SERVICE COMPANY, INC.,

NATIONAL GRID USA
(solely with respect to Section 4.6)

and

THE NARRAGANSETT ELECTRIC COMPANY

Dated as of May 25, 2022

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (including all Exhibits and any other attachments hereto, this "Agreement"), is entered into as of May 25, 2022 by and among National Grid USA Service Company, Inc., a Massachusetts corporation ("Service Provider"), The Narragansett Electric Company, a Rhode Island corporation ("Rover" and together with Service Provider, the "Parties" and each individually a "Party"), and, solely with respect to Section 4.6, National Grid USA, a Delaware corporation ("Newquay"). Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings ascribed to them in that certain Share Purchase Agreement (as it may be amended, modified or supplemented from time to time in accordance with its terms, the "Share Purchase Agreement"), dated as of March 17, 2021, by and among PPL Energy Holdings, LLC, a Delaware limited liability company ("Pluto"), Newquay, and PPL Corporation, a Pennsylvania corporation.

W I T N E S S E T H:

WHEREAS, pursuant to the Share Purchase Agreement, Pluto agreed, among other things, to purchase from Newquay, and Newquay agreed to sell to Pluto, one hundred percent (100%) of the outstanding shares of common stock of Rover;

WHEREAS, Newquay and its Affiliates will derive a substantial benefit from the transactions contemplated by the Share Purchase Agreement; and

WHEREAS, in connection with the transactions contemplated by the Share Purchase Agreement, Newquay and Pluto desire that Service Provider, an Affiliate of Newquay, provide Rover with certain transitional services as set forth in this Agreement; and

WHEREAS, the Parties have agreed to enter into such transitional arrangements to be effective as of the Closing under the Share Purchase Agreement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valid consideration, the sufficiency of which is hereby acknowledged and in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

TRANSITION SERVICES

Section 1.1 General Intent. Each Party acknowledges and understands that the services provided hereunder are transitional in nature and are furnished by Service Provider solely for the purpose of facilitating the transactions contemplated by the Share Purchase Agreement and the operation of Rover and its Affiliates for a limited period of time, as set forth herein, and in furtherance thereof each Party expresses its intention to cooperate in good faith to provide information and assistance as reasonably requested by the other Party to effectuate a smooth transition. For the duration of the Transition Period (as defined in Section 3.2), to the extent not otherwise acquired by Pluto pursuant to the Share Purchase Agreement, Pluto and Rover shall have access during regular business hours and upon reasonable advance notice to such documents,

books and manuals as are reasonably necessary to obtain the benefit of the use of the Transition Services and to transition away from the use of the Transition Services by the end of the Transition Period. As part of each of the Transition Services, Service Provider will (a) cooperate with and use commercially reasonable efforts to assist Rover and its Affiliates in effectuating an orderly transition of each Transition Service to Pluto's or Rover's own internal organization or other third-party suppliers no later than the expiration of the term set forth herein applicable to such Transition Service, including by making employees of Service Provider and its Affiliates reasonably available during normal business hours for knowledge transfer to Pluto, Rover or its designee, and each Party shall otherwise reasonably cooperate with the other Party to facilitate such orderly transition, (b) transfer, or cause to be transferred, the books, records, files, information and data held, received or created by Service Provider or its Affiliates for the benefit of Pluto, Rover, or each of their Affiliates as reasonably requested by Pluto or Rover as related to the Rover Business, subject to reasonable mutually agreed transfer timetables and staging and (c) provide to Rover, subject to reasonable mutually agreed transfer timetables and staging or as otherwise more specifically set forth on Exhibit A, copies of data generated by Service Provider in providing the Transition Services that relate to Pluto's, Rover's or each of their Affiliates' businesses, including its customers, products, technologies and assets, subject to any third-party confidentiality or other use restrictions (with Service Provider to use commercially reasonable efforts to communicate the applicable information to Rover in a way that would not violate such restrictions); provided, for the avoidance of doubt, that costs and expenses of Service Provider with respect to the foregoing will be charged to Rover consistent with Section 2.1.

Section 1.2 Provision and Purchase of Transition Services. Subject to and upon the terms and conditions set forth in this Agreement and on Exhibit A annexed hereto, Service Provider agrees to provide, or cause to be provided, to Pluto and Rover, and Rover agrees to purchase from Service Provider, each of the services set forth on Exhibit A (collectively the "Transition Services" and separately a "Transition Service") for the applicable service period for such Transition Service set forth on Exhibit A (as such service period may be extended in accordance with Section 3.1(a)(i)). For the avoidance of doubt, each of the Transition Services shall include all of the underlying services and tasks that are necessary for the proper performance of, or that are inherent to or necessarily part of, the provision of such Transition Service.

Section 1.3 Omitted and Additional Services.

(a) In the event that within twelve (12) months after the date hereof, Pluto identifies a service that Service Provider or any of its Affiliates provided to Rover in the twelve (12) months prior to the Closing, and that Pluto reasonably needs in order to continue to operate the business operations of Rover in substantially the same manner in which Rover operated prior to the Closing, and such service was not included (and not otherwise expressly excluded) in Exhibit A (each, an "Omitted Service"), then Rover may submit a written request to Service Provider to provide such Omitted Service. Upon receipt of such written request for an Omitted Service, Service Provider will, so long as Service Provider has not ceased performing services substantially similar to the Omitted Service for the benefit of itself or its Affiliates, respond in writing within ten (10) days of the written request, notifying Rover (i) whether Service Provider is able, through the use of commercially reasonable efforts, to provide such Omitted Service and (ii) the earliest date upon which Service Provider expects it can begin providing such Omitted Service through the use of commercially reasonable efforts, which date shall be within a reasonable period after

Rover's request; provided that, Service Provider shall inform Rover (which may be through communication between the Coordinators) as promptly as possible if it anticipates that it will not be able to commence providing such Omitted Service within fifteen (15) days after Rover's request and the Parties shall cooperate in good faith to attempt to expedite commencement or implement earlier partial provision of such Omitted Service. Within ten (10) days of Service Provider's notice, the Parties shall negotiate in good faith to execute amendments to Exhibit A, as applicable, for such Omitted Service to be provided that shall set forth, among other things, (A) a description of such Omitted Service in reasonable detail, (B) the applicable service period for such Omitted Service, (C) the fees and expenses for such Omitted Service (it being agreed that the fees for such service shall be determined on a basis consistent with Article II unless otherwise mutually agreed) and (D) any additional reasonable terms and conditions specific to such Omitted Service. For clarity, each Omitted Service that Service Provider commences providing pursuant to the foregoing provisions will thereafter be deemed to be a Transition Service hereunder.

(b) In the event that within twelve (12) months after the Closing, Rover requests a service that was not included (and not otherwise expressly excluded) in Exhibit A (each, an "Additional Service"), Service Provider shall consider such request in good faith and, to the extent that the Parties reach an agreement on the provision of such Additional Service, the Parties shall cooperate to amend Exhibit A, as applicable, for such Additional Service that shall set forth, among other things, (i) a description of such Additional Service in reasonable detail, (ii) the applicable service period for such Additional Service, (iii) the fees and expenses for such Additional Service (it being agreed that the charge for such service to the extent performed by Service Provider or its Affiliates for Rover in the ordinary course of business prior to the Closing shall be determined on a basis consistent with Article II unless otherwise mutually agreed) and (iv) any additional reasonable terms and conditions specific to such Additional Service. For clarity, each Additional Service that is agreed to be provided by Service Provider pursuant to the foregoing provisions thereafter will be deemed to be a Transition Service hereunder. Notwithstanding anything to the contrary herein, the provision of any Additional Services shall be subject to the receipt of any required regulatory approvals in connection therewith.

Section 1.4 Service Standards. Subject to any limitations expressly set forth in Exhibit A, Service Provider shall provide and perform, or cause to be provided and performed, the Transition Services that it is required to provide under this Agreement using the same degree of care and skill as it utilizes in rendering such services for its own utility Affiliates' operations, and in any event, in accordance with Good Utility Practice; provided that nothing in this Agreement shall require Service Provider to favor the business of Pluto or Rover over Service Provider's own or its Affiliates' business operations. Nothing in this Agreement shall restrict or prohibit Service Provider from, with reasonable advance notice to Rover with respect to material changes made to a Transition Service, modifying the manner in which it provides, or systems utilized in providing, any Transition Service, in order to (a) automate, update, upgrade or enhance the provision of such Transition Service or the provision of similar services to Service Provider's Affiliates or (b) otherwise satisfy a legitimate business purpose, so long as such change does not materially adversely impact Rover's receipt of the Transition Service. The quantity of each Transition Service to be provided shall be that which Rover may reasonably require for the operation of Rover in the ordinary course of business consistent in all material respects with the operation of Rover prior to the Closing and, in any event, in accordance with Good Utility Practice. Service Provider

agrees to assign sufficient resources and qualified personnel as are reasonably required to perform the Transition Services in accordance with the standards set forth in this Section 1.4.

Section 1.5 Premises Access Rights. During the Transition Period, Rover shall grant to the employees, agents and authorized third-party vendors of Service Provider access to Rover's premises and equipment as may be reasonably necessary for Service Provider to perform its obligations under this Agreement, subject to (a) Rover's existing premises and equipment access policies and (b) Rover's subsequently updated premises and equipment access policies of which Service Provider has been informed and given reasonable advance notice and that do not unreasonably interfere with the provision of Transition Services consistent with past practice.

Section 1.6 Points of Contact. Each of Service Provider and Rover shall designate one individual to serve as principal transaction coordinator (each a "Coordinator") with regard to this Agreement, and such Coordinators, including addresses and email addresses for notices, shall be identified on Exhibit B. Each Coordinator shall be responsible for the overall implementation of this Agreement between Service Provider and Rover, including resolution of any issues that may arise during the performance hereunder on a day-to-day basis. The Coordinators may designate by written notice to the other Party additional sub-coordinators to be primarily responsible for the implementation of this Agreement with respect to specific functional areas. To ensure overall coordination and administration of this Agreement on a consistent basis, the Coordinators and sub-coordinators shall report to each other regarding any ongoing implementation issues, including any disputes. Either Party may change its designated Coordinator or sub-coordinators upon written notice to the other Party. The Coordinators and sub-coordinators shall communicate with each other on an as-needed basis, including participating in a telephone conference regarding the Transition Services at least once a month, with specific sub-coordinators designated to meet more frequently.

Section 1.7 Cooperation. Each Party will perform all of its obligations under this Agreement in good faith and reasonably cooperate with the other Party in all matters relating to the provision and receipt of the Transition Services in order to facilitate the provision and receipt of the Transition Services and effect a smooth and orderly transition of the Transition Services provided hereunder. Each Party shall provide updates to the other Party regarding the achievement of key transition milestones or any delays or expected delays with respect to transitioning any Transition Service by the expiration of the applicable service period for such Transition Service. The Parties will reasonably cooperate with each other in making information available as needed in the event of any and all internal or external audits, including regulatory audits. From time to time after the date hereof, each Party shall use reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable Requirements of Law, and execute and deliver such documents as may be required or appropriate to carry out the provisions of this Agreement and to consummate, perform and make effective the transactions contemplated hereby.

Section 1.8 Subcontracting; Third-Party Warranties.

(a) Subject to any limitations expressly set forth in Exhibit A, Service Provider may in its discretion provide the Transition Services either through its own resources or the resources of its Affiliates or by contracting with third-party subcontractors (each a

“Subcontractor”) consistent with Service Provider’s practices in rendering such services for its own utility Affiliates’ operations. Notwithstanding the foregoing, (i) such delegation or subcontracting shall not relieve Service Provider of any of its obligations under the Agreement and (ii) Service Provider shall be responsible for the actions or inactions of its Affiliates, and for the Specified Subcontractor Acts (as defined below), to the same extent it would have been responsible had Service Provider itself provided or failed to provide the applicable Transition Services (or portion thereof). Except as set forth on Exhibit A, to the extent Service Provider has during the twelve (12) months prior to the Closing provided certain services to Rover through Service Provider’s own resources or the resources of its Affiliates, Service Provider shall use commercially reasonable efforts to maintain such practice with respect to the same Transition Services, except (A) as consistent with changes in Service Provider’s practices in rendering similar services for its own utility Affiliates operations, (B) for changes to adjust for personnel that previously supported such services being hired by or transferred to Rover, Pluto or their Affiliates or (C) for changes that otherwise satisfy a legitimate business purpose, so long as such change does not materially adversely impact Rover’s receipt of the applicable Transition Service. In the event Service Provider fails to comply with the preceding sentence in contracting with a Subcontractor to provide Transition Services, Service Provider shall be responsible for the actions or inactions of such Subcontractor in providing the applicable Transition Service (or portion thereof) that Service Provider previously provided through its own resources or the resources of its Affiliates during the twelve (12) months prior to the Closing (such actions or inactions, the “Specified Subcontractor Acts”) in accordance with clause (ii) above.

(b) Notwithstanding Section 1.8(a), to the extent that a Subcontractor is performing Transition Services: (i) Service Provider’s sole liability (other than with respect to Specified Subcontractor Acts) shall be to transfer or otherwise pass through to Rover the benefit of any warranties or remedies available under Services Provider’s contracts with such Subcontractor in a manner that is equitable given the value of services, goods, inventory or equipment received by Rover; and (ii) Service Provider shall negotiate such contracts with Subcontractors that perform Transition Services using the same degree of care and skill as it utilizes in negotiating similar contracts for its own utility Affiliates’ operations, and in any event, using Good Utility Practice, including with respect to the negotiation of available warranties and remedies.

Section 1.9 Third-Party Consents. This Agreement shall not constitute an agreement by Service Provider to provide any Transition Service or portion thereof if the provision thereof, without the consent of a third party, would constitute a breach of a third party contract or a violation of any Requirements of Law. Service Provider shall use commercially reasonable efforts to timely obtain all third-party consents and licenses necessary to provide the Transition Services to Pluto, Rover or each of its Affiliates, with any out-of-pocket third-party consent fees (collectively, “Consent Expenses”) incurred since the date of the Share Purchase Agreement to be borne by Rover. Service Provider shall keep Rover informed of the status of such negotiations and the amount of such Consent Expenses on a reasonably current basis and shall not, without Rover’s written consent, incur Consent Expenses in excess of \$100,000 individually or \$1,000,000 in the aggregate in connection with obtaining any individual or series of related third-party consents or licenses. Rover shall provide assistance as Service Provider may reasonably require to obtain such third-party consents or licenses, including assistance with negotiating the terms of consents with third-party suppliers and, as Service Provider or Rover may request, being

responsible for negotiations with respect to any additional licenses required for Pluto, Rover or their Affiliates to use third-party software. If any such consents or licenses are not obtained, Service Provider shall cooperate with Rover and use commercially reasonable efforts to determine and implement alternative equivalent services, as necessary for the Transition Services to be provided to or obtained by Pluto, Rover or their Affiliates, and Rover shall reasonably cooperate in good faith in connection therewith. To the extent that any such consents or licenses are not obtained or alternative arrangements made by Service Provider, the Parties shall cooperate in good faith to arrange for alternative services from a third-party provider and Service Provider shall, at Rover's request, use commercially reasonable efforts to purchase substantially similar services from a third party provider as a Transition Service (subject to Rover paying the fees and expenses for such Transition Service consistent with ARTICLE II), and shall use commercially reasonable efforts to ensure there is no material disruption to the business operations of Rover.

Section 1.10 Limitation on Transition Services. In connection with the performance of the Transition Services, unless otherwise expressly required to be performed by Service Provider as set forth on Exhibit A or agreed to by the Parties as an Additional Service in accordance with Section 1.3, Service Provider shall have no obligation to (a) upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by Rover; provided that, subject to the second sentence of Section 1.4, the foregoing clause (a) shall not relieve Service Provider from its obligation to maintain its computer hardware, software or network environment in a manner, consistent with Good Utility Practice, to avoid a material degradation in Transition Services as compared to the functionality provided during the twelve (12) months prior to the Closing; (b) convert from one format to another any data of Rover for use by Rover or any other person in connection with the Transition Services or otherwise, so long as the data and electronic files are readable to Rover through commercially reasonable means; (c) prepare financial statements, financial information or related certifications to be attributed to Service Provider or its Affiliates for incorporation in any reporting required by the U.S. Securities and Exchange Commission; or (d) provide legal advice to Rover or its Affiliates (it being understood that any analysis or recommendations provided by Service Provider or its Affiliates with respect to legal or regulatory matters shall not be construed as legal advice or create any professional client relationship and Rover shall be responsible for obtaining its own legal advice from internal or external legal counsel).

Section 1.11 Operations Protocols. If, from time to time, the Parties reasonably determine any Transition Service, the more general terms of which are set forth on Exhibit A, requires a more detailed operations protocol pursuant to which Service Provider will provide such Transition Service to Rover, the Parties will cooperate in good faith to document the terms of an appropriate operations protocol for such Transition Service, provided that such terms shall be consistent with the terms for such Transition Service as provided on Exhibit A.

ARTICLE II

FEES AND EXPENSES

Section 2.1 Fees for Transition Services. In consideration for receiving the Transition Services, Rover shall pay to Service Provider an amount equal to (a) the Fully Loaded Costs (as defined below) plus (b) a five percent (5%) mark-up on such Fully Loaded Costs (the

“Mark-up”); provided, that the Mark-up shall not be charged on the costs and expenses of third-party services, goods (including gas and electricity sales arranged by Service Provider), inventory or equipment (collectively, “Third-Party Expenses”). For purposes hereof, “Fully Loaded Costs” shall mean fully loaded direct and indirect costs and expenses of providing the Transition Services (including employee salaries, wages, pensions, benefits and health insurance, office supplies and expenses, property insurance, injuries and damages, miscellaneous general expenses, administrative, supervisory and support costs, rents, maintenance of structures and equipment, capital expenditures, depreciation and amortization, payroll and other taxes, and compensation for the use of capital). Rover acknowledges that an extension to the Transition Services as provided herein beyond the 24-month anniversary of the Closing may result in incremental costs to Service Provider or its Affiliates related to projects and/or initiatives within Service Provider or its Affiliates, and, accordingly, Rover agrees that all such incremental costs in connection with such projects and/or initiatives, to the extent such costs are a consequence of an extension to a Transition Service, shall be included within “Fully Loaded Costs”. Subject to the terms of this Agreement, Fully Loaded Costs shall be charged to Rover on the same general basis as has been in effect prior to the date hereof, as may be more specifically set forth on Exhibit A with respect to individual Transition Services. In the event that any Transition Services continue beyond the 24-month anniversary of the Closing, the Mark-up shall be increased by an additional ten percent (10%) for the first three (3) months after the 24-month anniversary of the Closing (resulting in an aggregate Mark-up of 15%) and thereafter shall be increased by an additional five percent (5%) for each subsequent three (3) month period.

Section 2.2 Invoicing and Payment.

(a) Unless otherwise specified in Exhibit A and subject to Section 2.3, Service Provider shall render to Rover within fifteen (15) days of the beginning of each month an invoice that includes estimates of all fees payable to it and all charges and expenses incurred by it for the then-current calendar month of the Transition Period, itemizing all such fees, charges and expenses in reasonable detail. These estimated amounts subsequently will be adjusted by Service Provider to reflect final amounts and included on the subsequent monthly invoice. Rover shall pay, or cause to be paid, any undisputed amounts set forth in each such invoice from Service Provider within fifteen (15) days after receipt by it of each such invoice. Payment to Service Provider of all invoices in respect of the Transition Services shall be made in United States dollars (\$). Neither Party shall offset any amounts owing to it by the other Party or under the Share Purchase Agreement against amounts payable hereunder. Service Provider and Rover shall reasonably cooperate to develop a form of monthly report itemizing the fees, costs and expenses to Rover for each calendar month of the Transition Period to be included with the invoices to be delivered under this Section 2.2(a).

(b) If there is a dispute between the Parties regarding the amounts shown as billed to Rover on any invoice, Rover shall pay the full amount of such invoice that is not in dispute within the time periods set forth herein for such payment, and Service Provider shall, where applicable and practicable, furnish to Rover such additional supporting documentation to substantiate the amounts billed as Rover shall reasonably request. Upon delivery of such additional documentation, the Parties shall cooperate in good faith and use their commercially reasonable efforts to resolve such dispute. If the Parties are unable to resolve such dispute within twenty (20) Business Days after the delivery of such additional supporting documentation by

Service Provider or notice from Service Provider that additional supporting documentation will not be provided, as applicable, with respect to a final amount included on an invoice then the dispute shall be referred for resolution to a firm of independent accountants mutually agreed upon in good faith by the Parties in writing (the "Accounting Referee"). If the parties are unable to agree on an Accounting Referee, the matter shall be referred for resolution to KPMG, which will serve as the Accounting Referee. The Accounting Referee shall be instructed to determine the validity of the disputed amounts within thirty (30) days of the referral of such dispute to the Accounting Referee. The determination of the Accounting Referee shall be binding on the Parties; provided that such determination shall not require Rover to pay more than the amount in dispute (except as provided herein with respect to interest and fees and expenses of the Accounting Referee). The fees and expenses of the Accounting Referee shall be borne by the Parties based on the percentage which the portion of the disputed amount not awarded to each Party bears to the amount actually contested by such Party.

(c) For a period of seven (7) years after the Closing, each Party shall keep and maintain books, records, accounts and other documents related to the provision of the Transition Services consistent with historical practices. Such records shall include receipts, invoices, memoranda, vouchers, inventories, timesheets and accounts pertaining to the Transition Services, as well as complete copies of all written contracts, purchase orders, service agreements and other such written arrangements entered into in connection therewith.

(d) Notwithstanding the payment by Rover of any charges, Rover shall have the right, by written notice given to Service Provider no later than six (6) months following the delivery of the applicable invoice (including any invoice adjusting the applicable estimated amounts to reflect final amounts), to review and contest the charges. Rover shall have the right to audit Service Provider or any of its Affiliate's relevant books, records, documents, accounting practices or internal controls; provided that such audit (i) relates solely to the Transition Services and (ii) shall not unreasonably interrupt the business or operations of Service Provider and its Affiliates. Subject to the foregoing limitations, upon written request by Rover, Service Provider shall, or shall cause its Affiliates to, within a reasonable period of time, provide, at the sole cost and expense of Rover, assistance, records and access reasonably requested by Rover in responding to such audit (including documents related to testing methodologies, test results, audit reports of significant findings, and remediation plans with respect to any material deficiencies in Service Provider's or its Affiliates' internal controls or procedures), to the extent that such assistance, records or access is within the reasonable control of Service Provider or its Affiliates and relates to the Transition Services provided hereunder by Service Provider.

Section 2.3 Taxes.

(a) All charges and fees to be paid by Rover under this Agreement are exclusive of any sales Tax, goods and services Tax, value added Tax or any other similar Tax or assessment that is required to be paid in connection with the Transition Services (each a "Sales and Services Tax", and collectively, "Sales and Services Taxes"). If any Sales and Services Taxes are assessed on the provision of any Transition Services under this Agreement, (i) Service Provider shall deliver to Rover an invoice (or other valid and customary documentation) reflecting such Sales and Services Taxes in accordance with applicable Requirements of Law, (ii) Rover shall pay to Service Provider the amount shown as due on such invoice in accordance with Section 2.2, and

(iii) Service Provider shall timely remit to the applicable Governmental Authority any Sales and Services Taxes that are paid by Rover to Service Provider pursuant to clause (ii) hereof or that are otherwise required to be collected and remitted to the applicable Governmental Authority under applicable Law; provided that, for the avoidance of doubt, except to the extent reflected in Fully Loaded Costs charged pursuant to Section 2.1, each of Rover and Service Provider shall be responsible for (A) any real or personal property Taxes on property it owns or leases, (B) franchise, margin, privilege and similar Taxes on its business, (C) the employment Taxes or contributions imposed on it or required from it with respect to its employees and (D) Taxes based on its income, gross receipts or capital.

(b) Notwithstanding any other provision in this Agreement to the contrary, Rover and each of its Affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from amounts otherwise payable to any person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of any U.S. federal, state, local or non-U.S. Tax law ("Withholding Taxes"). To the extent that amounts are so withheld by Rover or any of its Affiliates and remitted to the appropriate Governmental Authority, such withheld and remitted amounts shall be treated for all purposes of this Agreement as having been paid to the relevant person in respect of which such deduction and withholding was made. Each of the Parties agrees to use reasonable best efforts to mitigate the imposition of any Withholding Taxes.

(c) Rover shall be entitled to any refund of any Sales and Services Tax for which it is responsible under this Section 2.3, and if Service Provider or any of its Affiliates receives a refund of such Sales and Services Taxes borne by Rover, Service Provider shall remit, or cause to be remitted, to Rover within ten (10) days, the amount of such refund.

(d) Each Party shall, and shall cause its Affiliates to, reasonably cooperate with the other Party (in accordance with Section 1.7) in connection with (i) mitigating the imposition of any Sales and Services Taxes required to be paid or collected, including by the provision of documentation necessary to support Sales and Services Tax exemptions, and (ii) the reporting of, or any audit, assessment, refund, claim or proceeding relating to, any such Sales and Services Taxes, including by the provision of information or data (including any resale certificate, other exemption certificates, and information regarding out-of-state use of materials, services or sale) as reasonably requested from time to time. Each Party shall promptly notify the other Party of any material deficiency claim or similar notice by a Governmental Authority connected to the provision of any Transition Services under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, this Section 2.3 shall survive expiration or termination of this Agreement.

Section 2.4 No Right to Suspend Performance; Interest.

(a) Neither Party shall suspend the performance of its obligations hereunder notwithstanding any dispute that may be pending between the Parties or their Affiliates, whether under this Agreement or otherwise. If it is mutually agreed by the Parties or otherwise determined pursuant to Section 2.2 that Service Provider has incorrectly invoiced or billed Rover for excess fees or insufficient fees, as applicable, Service Provider shall remit any excess amounts

to Rover or Rover shall remit such insufficient amount, in each case, within fifteen (15) days following such determination.

(b) Any amounts payable by a Party to the other Party shall accrue interest at a rate of 7.00% per annum as of the date payment was due until the date such payment is made. Neither Party may deduct from or set off against any amounts such Party or any Affiliate of such Party may owe to the other Party or its Affiliates.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Duration of the Transition Services.

(a) Each Transition Service described in Exhibit A shall continue until the earlier of (i) the expiration of the applicable service period for such Transition Service set forth in Exhibit A, provided that Rover shall have the right, upon written notice to Service Provider at least one hundred eighty (180) days prior to the date set forth in Exhibit A (*provided* that, if the date set forth on Exhibit A is less than or equal to one hundred eighty (180) days after the date hereof, then such written notice must be delivered within ten (10) Business Days of the date hereof), to extend such date with respect to any Transition Service as and if reasonably expected to be necessary to complete the successful transition to Pluto, (ii) the termination of this Agreement, and (iii) such time as Rover terminates such Transition Service in accordance with Section 3.1(b).

(b) Rover may terminate all or a portion of any Transition Service that is being provided by Service Provider, subject to any limitations on the termination of individual Transition Services described in Exhibit A, upon written notice to Service Provider identifying the Transition Service to be terminated and the effective date of termination, which date shall not be earlier than one hundred eighty (180) days after receipt of such notice unless either (i) Service Provider otherwise agrees or (ii) Rover reimburses Service Provider for Service Provider's incremental costs in connection with such earlier termination along with payment of all remaining Fully Loaded Costs in accordance with Section 2.1 that Service Provider cannot reasonably eliminate for the period beginning on the effective date of termination until the one hundred eightieth (180th) day after receipt of such notice. Effective upon the termination of such Transition Service, Service Provider shall have no further obligation under this Agreement to provide such Transition Service and the fees associated with such Transition Service shall be equitably reduced to reflect the removal of the terminated Transition Services (if such terminated Transition Services are not reasonably required to be performed by Service Provider to continue to provide other Transition Services that are not terminated in accordance herewith to Rover) with respect to any period commencing on or after the effective date of such termination.

Section 3.2 Effectiveness; Term. The effectiveness of this Agreement and the Parties' rights and obligations hereunder is conditioned upon the occurrence of the Closing under the Share Purchase Agreement. The term of this Agreement (including as it may be extended pursuant to clause (a) below, the "Transition Period") shall commence upon Closing and end, subject to earlier termination, on the earlier of (a) the 24-month anniversary of the Closing,

provided that Rover shall have the right, upon written notice to Service Provider at least one hundred eighty (180) days prior to the 24-month anniversary of the Closing, to extend such date as and if reasonably expected to be necessary to complete the successful transition to Pluto and (b) the cessation by Rover of the purchase of all of the Transition Services under this Agreement. Upon the termination of the Share Purchase Agreement, this Agreement shall immediately and automatically terminate and shall be of no further force and effect, and the Parties shall have no rights or obligations hereunder from and after any such termination.

Section 3.3 Termination for Material Breach. Rover may terminate this Agreement or any specific Transition Service upon any material breach of this Agreement by Service Provider that remains uncured for thirty (30) days after written notice thereof. Service Provider may terminate its obligations to provide any Transition Service if Rover fails to pay any sum due and payable to Service Provider with respect to such Transition Services within fifteen (15) days after written notice thereof of such failure to pay a payment when due, unless such amount is being disputed by Rover in good faith in accordance herewith.

Section 3.4 Survival. Notwithstanding any termination or expiration of this Agreement (whether terminated by Service Provider or Rover) or any Transition Service, each Party will remain liable to the other Party for the payment of fees and expenses accruing to the other Party for the period prior to such termination or expiration even though such fees may not become due until after termination or expiration. Further, the provisions of Section 2.3 (Taxes), Section 2.4(b) (Interest), Section 4.1 (Confidentiality), Section 4.2 (Disclosure of Confidential Information), Section 4.3 (Ownership of Intellectual Property), Section 4.4 (Non-Solicitation; Offers of Employment), Section 4.5 (Security, Privacy and Data Use), Article V (Limitation of Liability; Indemnification; Disclaimer of Warranty) and Article VI (Miscellaneous) shall survive any termination or expiration of this Agreement or any Transition Service.

ARTICLE IV

CONFIDENTIALITY AND INTELLECTUAL PROPERTY; ADDITIONAL AGREEMENTS

Section 4.1 Confidentiality. All confidential or proprietary information or documentation, regardless of its form, including, for the avoidance of doubt, Personal Information (as defined in the Information Security Addendum appended hereto as Exhibit C) ("Confidential Information"), of either Party or of its past, present or prospective customers or employees which is disclosed to, is acquired by or comes into the possession of, the other Party through operation of this Agreement shall be held in confidence by the other Party (including its Affiliates) and shall be protected against unauthorized disclosure to the same extent and in the same manner as such Party protects its own confidential or proprietary information of like nature. Neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any person or entity, or duplicate or reproduce the same, without such other Party's prior written approval. Each Party shall, however, be permitted to disclose relevant aspects of the other Party's Confidential Information to its officers, agents, employees and authorized representatives and to the officers, agents, employees and authorized representatives of its Affiliates, only to the extent that such disclosure is reasonably necessary to the performance of its duties and obligations under this Agreement; provided, that such Party shall take all reasonable measures to ensure that Confidential Information of the other

Party is not disclosed or duplicated in contravention of the provisions of this Agreement by any such officer, agent, employee or authorized representative (it being understood that each Party shall be responsible for any breach of such Party's obligations caused by the acts or omissions of its Affiliates, officers, agents, employees or authorized representatives). Notwithstanding the foregoing, information of a Party disclosed to the other Party shall not be deemed Confidential Information if such information (a) is at the time of such disclosure in the public domain, or thereafter comes into the public domain from a third party and through no fault of the receiving Party; (b) can be demonstrably shown to have been in the possession of the receiving Party at the time of disclosure by the disclosing Party or to have been independently developed by the receiving Party; or (c) shall have become legally available to the receiving Party from a third party having no obligation of confidentiality with respect thereto, provided that information that would be Confidential Information but not for this sentence is considered Confidential Information pursuant to this Agreement even if it has become public as a result of a Security Breach (as defined in the Information Security Addendum appended hereto as Exhibit C). To the extent practicable, upon request of any disclosing Party, the other Party will, and will cause its Affiliates, agents and authorized representatives to, promptly return to such disclosing Party (or, if requested by the disclosing Party, destroy) all copies of the Confidential Information received from the disclosing Party and will destroy all memoranda, notes and other writings prepared by such Party based on the Confidential Information. No Party shall use Confidential Information for any purpose other than in connection with performing its obligations under this Agreement. The rights and obligations of the Parties hereunder with respect to any Confidential Information disclosed or obtained prior to termination shall survive for a period of three (3) years following any termination or expiration of this Agreement, and, with regard to Personal Information, for as long as such information is Processed (as defined in the Information Security Addendum appended hereto as Exhibit C) by the receiving Party.

Section 4.2 Disclosure of Confidential Information. Notwithstanding Section 4.1, either Party may disclose Confidential Information in the following circumstances (or as otherwise provided by the provisions of this Agreement): (a) in response to a court order or formal discovery request, (b) in compliance with the order of any governmental or regulatory authority of competent jurisdiction (including a reasonable request by a Governmental Authority), or (c) as otherwise required by applicable Requirements of Law; provided, in each such case, that the disclosing Party may only disclose such information if (i) it shall first have used commercially reasonable efforts to obtain, and, if practicable, shall have afforded the other Party the opportunity to obtain, an appropriate protective order or other satisfactory assurance of confidential treatment of the information required to be so disclosed, and (ii) if such protective order or other remedy is not obtained, or the other Party waives such person's compliance with the provisions of this Section 4.2, it will only furnish that portion of the Confidential Information which is legally required to be so disclosed.

Section 4.3 Ownership of Intellectual Property. Except as expressly set forth in this Agreement, no provision of this Agreement is intended to, or will, (a) assign or otherwise transfer any title in any goods, equipment or software, or any associated Intellectual Property rights, from any Party to any Party, or (b) assign any contract, or rights under contracts, from any Party to any other Party. Notwithstanding any materials, deliverables or other products that may be created or developed by Service Provider or its Affiliates during the Transition Period, no title, right or interest in such related Intellectual Property shall be obtained by Rover, unless Service

Provider specifically agrees otherwise in response to a request from Rover. All rights not expressly granted in this Agreement by a Party are expressly reserved to such Party and its licensors and information, content and software providers. Notwithstanding the foregoing, solely to the extent required for the provision or receipt of the Transition Services (as applicable) in accordance with this Agreement, each Party (the "Licensor"), for itself and on behalf of its Affiliates, hereby grants to the other party (the "Licensee") (and the Licensee's Affiliates) a non-exclusive, non-transferable (other than in accordance with Section 6.4), royalty-free, worldwide license to use the Intellectual Property rights (and any and all improvements, modifications, enhancements or derivative works thereof) of the Licensor only to the extent and for the duration necessary for the Licensee to provide or receive (as applicable) the applicable Transition Services under this Agreement. Upon the expiration or termination of a Transition Service in accordance with this Agreement, the license to the relevant Intellectual Property rights shall automatically and immediately terminate, and all licenses granted hereunder shall automatically and immediately terminate upon the expiration or earlier termination of this Agreement in accordance with the terms hereof.

Section 4.4 Non-Solicitation; Offers of Employment. For the duration of the Transition Period and for a period of one year thereafter, neither Rover, nor any of its Affiliates or Representatives shall, directly or indirectly, solicit for employment or hire any employee of Service Provider or its Affiliates or otherwise initiate any offer or promise of employment with any employee of Service Provider or its Affiliates without Service Provider's prior written consent; provided, that this prohibition does not apply to solicitations or hiring as the result of solicitations made to the public or the industry generally, and Rover is not prohibited from employing any such individual who (a) ceases to be employed by Service Provider or any of its Affiliates or (b) reaches out to Rover on his or her own initiative, in either case without prior solicitation or encouragement to terminate such employment from Rover or its Affiliates or Representatives in violation of this Agreement, provided, further, that during the Transition Period, Pluto, Rover or one of their Affiliates may (but shall not be required to) offer employment to one or more of the TSA Employees as permitted by Section 6.9(a)(vi) of the Share Purchase Agreement.

Section 4.5 Security, Privacy and Data Use. If either Party (the "Accessing Party") or any of its Affiliates gains access to the other Party's, or any of its Affiliates' computer, electronic or data storage systems in connection with the provision or receipt of the Transition Services, the Accessing Party shall use such access solely for the purpose of providing or receiving the Transition Services, as applicable. The Accessing Party shall use commercially reasonable efforts to (a) limit such access to the Accessing Party's employees who reasonably require such access in connection with the Transition Services being provided or received, as applicable, and (b) follow the other Party's security, privacy and data use rules and procedures regarding the use of such Party's computer, electronic or data storage systems of which Accessing Party has been informed and is given reasonable advance notice (including, for the avoidance of doubt, the Information Security Addendum appended hereto as Exhibit C). Any employees, contractors or other representatives of the Accessing Party or any of its Affiliates gaining access hereunder shall as a condition precedent to gaining such access or use be directed to comply with the procedures that the other Party requires for third party access pursuant to such Party's security, privacy and data use rules and procedures of which the Accessing Party has been informed and is given reasonable advance notice. All user names and passwords disclosed to, or discovered by, the Accessing Party and any information of the other Party or its Affiliates obtained by the Accessing Party or its Affiliates as a result of the Accessing Party's access to the other Party's computer,

electronic or data storage systems (other than the Accessing Party's Confidential Information) shall be deemed to be, and shall be treated as, the other Party's Confidential Information. The Information Security Addendum shall also apply to Service Provider's Processing of Personal Information regardless of whether such Processing involves access to Rover's systems.

Section 4.6 Newquay Guarantee. Newquay shall cause Service Provider to comply with all Service Provider's agreements, covenants and obligations under this Agreement and hereby unconditionally and irrevocably guarantees to Rover the full and complete performance of all of Service Provider's agreements, covenants and obligations under this Agreement on a timely basis, including the due and punctual payment by Service Provider of Service Provider's payment obligations and liabilities under this Agreement (the "Guaranteed Obligations"). The foregoing sentence is an absolute, unconditional and continuing guarantee of the full and punctual discharge and performance of the Guaranteed Obligations. If Service Provider defaults in the discharge and performance of all or any portion of its payment obligations under this Agreement, the obligations of Newquay hereunder shall become immediately due and payable. Newquay hereby waives diligence, presentment, demand of performance, filing of any claim, any right to require any proceeding first against Service Provider, protest, notice and all demands whatsoever in connection with the performance of its obligations set forth in this Section 4.6 or elsewhere in this Agreement.

ARTICLE V

LIMITATION OF LIABILITY; INDEMNIFICATION; DISCLAIMER OF WARRANTY

Section 5.1 LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF ACTUAL FRAUD OR WILLFUL MISCONDUCT, OR AMOUNTS DUE AND PAYABLE PURSUANT TO SECTION 5.2, NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY SUCH DAMAGES FOR LOST REVENUE, INCOME OR PROFITS, DIMINUTION IN VALUE OF THE BUSINESS OR ASSETS OF THE OTHER PARTY OR ANY OF ITS AFFILIATES, ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR ANY OF THE TRANSITION SERVICES TO BE PROVIDED HEREUNDER OR THE PERFORMANCE OF OR FAILURE TO PERFORM SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. EXCEPT IN THE CASE OF (A) SERVICE PROVIDER'S OR ITS AFFILIATES' WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ACTUAL FRAUD, (B) WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR ACTUAL FRAUD IN THE PERFORMANCE OF A SPECIFIED SUBCONTRACTOR ACT BY THE APPLICABLE SUBCONTRACTOR OR (C) INDEMNIFICATION CLAIMS UNDER SECTION 5.2, THE AGGREGATE DAMAGES FOR ANY CAUSE WHATSOEVER FOR WHICH SERVICE PROVIDER SHALL BE LIABLE UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF ALL FEES RECEIVED BY SERVICE PROVIDER UNDER THIS AGREEMENT (EXCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY THIRD-PARTY EXPENSES) IN THE TEN (10) MONTH

PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE EVENT OR ACTION GIVING RISE TO SUCH DAMAGES.

Section 5.2 Indemnification.

(a) Rover shall indemnify Service Provider and each of its Affiliates from, and defend and hold Service Provider and each of its Affiliates harmless from and against, any and all damages, losses, liabilities, costs and expenses (including reasonable fees and expenses of counsel) (collectively referred to as "Damages") paid to third parties in connection with any claims arising from or relating to this Agreement or the Transition Services, except to the extent that such Damages are the direct result of Service Provider's or its Affiliates' (i) gross negligence or willful misconduct or (ii) breach of Section 4.1 or Section 4.2 of this Agreement.

(b) Service Provider shall indemnify Rover and each of its Affiliates from, and defend and hold Rover and each of its Affiliates harmless from and against, any and all Damages paid to third parties in connection with any claims arising from or relating to this Agreement or the Transition Services to the extent that such Damages are the direct result of Service Provider's or its Affiliates' (i) gross negligence or willful misconduct or (ii) breach of Section 4.1 or Section 4.2 of this Agreement.

Section 5.3 Indemnification Procedures. The provisions of Section 10.4 of the Share Purchase Agreement shall govern the procedures for indemnification under this Article V; provided that each reference in Section 10.4 of the Share Purchase Agreement to Article X of the Share Purchase Agreement shall be deemed a reference to this Article V.

Section 5.4 Claims. Should either Party or its Affiliates be named as defendant in any third-party claim or cause of action arising out of or relating to the Transition Services, the Parties will reasonably cooperate with each other in the joint defense of their common interests to the extent permitted by law.

Section 5.5 LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

(a) EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TRANSITION SERVICES ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT.

(b) SERVICE PROVIDER IS ACTING AS ROVER'S PURCHASING AGENT OR OTHERWISE AS A RESELLER WITH RESPECT TO ALL THIRD PARTY SERVICES, GOODS, INVENTORY AND EQUIPMENT PROVIDED HEREUNDER BY THIRD PARTIES OTHER THAN SERVICE PROVIDER'S AFFILIATES, AND, AS SUCH, DOES NOT PROVIDE ANY WARRANTY FOR SUCH THIRD PARTY SERVICES, GOODS, INVENTORY OR EQUIPMENT PROVIDED TO ROVER HEREUNDER. ALL SUCH THIRD PARTY SERVICES, GOODS, INVENTORY AND EQUIPMENT ARE PROVIDED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-

INFRINGEMENT. ROVER'S SOLE REMEDY IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF SUCH THIRD PARTY SERVICES, GOODS, INVENTORY OR EQUIPMENT (WHETHER A CLAIM FOR SUCH DEFECT ARISES UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY OR PRINCIPLE INCLUDING NEGLIGENCE) SHALL BE TO SEEK RECOURSE EXCLUSIVELY FROM THE COUNTERPARTIES TO THE THIRD PARTY CONTRACTS, UNLESS THE DEFECT WAS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE PROVIDER OR ITS AFFILIATES. ROVER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS, INVENTORY AND EQUIPMENT.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Force Majeure. No Party shall be liable or deemed to be in breach of or default under this Agreement or any provisions thereof to the extent resulting from any delay or failure in performance under this Agreement resulting from acts of God, civil or military authority, acts of a public enemy, war, terrorism, fires and explosions (other than to the extent resulting from the gross negligence or willful misconduct of a Party), earthquakes, floods, the elements, pandemics (including the COVID-19 virus or any COVID-19 Measures), labor disputes, strikes, lockouts, disruption of supplies or transportation, delays by unaffiliated suppliers or carriers (to the extent delayed by a force majeure event with respect to such supplier or carrier), and acts, omissions or delays in acting by any Government Entity, impossibility due to operation of Requirements of Law (including without limitation by decree of a court of competent jurisdiction) or any cause beyond the Party's reasonable control (each, a "Force Majeure Event"); provided that (a) the foregoing may not be raised as a defense or excuse for the failure of Rover to pay any amount due and payable to Service Provider pursuant to this Agreement and (b) in connection with the delay, reduction or failure in, or suspension or resumption of, performance of the Transition Services, Service Provider shall treat Rover on a non-discriminatory basis as compared to Service Provider's utility Affiliates. Upon the occurrence of a Force Majeure Event, the affected Party shall promptly give written notice to the other Party of the Force Majeure Event upon which it intends to rely to excuse its performance, and of the expected duration of such Force Majeure Event. The duties and obligations of such Party hereunder shall be tolled for the duration of the Force Majeure Event, but only to the extent that the Force Majeure Event prevents such Party from performing its duties and obligations hereunder. During the duration of a Force Majeure Event, the affected Party shall use commercially reasonable efforts to avoid, mitigate, remedy or remove such Force Majeure Event as promptly as practicable and resume its performance under this Agreement with the least practicable delay.

Section 6.2 Incorporation by Reference. Sections 11.1, 11.2, 11.8 and 11.11 of the Share Purchase Agreement are hereby incorporated by reference in this Agreement in all respects as though fully set forth herein. In the event of a conflict between any provision contained herein and Sections 11.1, 11.2, 11.8 and 11.11 of the Share Purchase Agreement, the provision of the Share Purchase Agreement shall supersede and replace such conflicting provision of this Agreement.

Section 6.3 Notices. Except as otherwise provided in this Agreement, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight courier, shall be deemed to have been duly given upon receipt) by delivery in person or overnight courier to the respective Parties at the following addresses, delivery by electronic mail transmission to the respective Parties at the following email addresses, or at such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 6.3; provided, however, that delivery by electronic mail transmission shall be deemed to have been duly given upon receipt only if promptly confirmed by reply electronic mail transmission or telephone:

If to Rover:

The Narragansett Electric Company
c/o PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101
Attn: Wendy E. Stark
Email: wstark@pplweb.com

If to Service Provider:

National Grid USA Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451-1120
Attn: Duncan Willey
Email: Duncan.willey2@nationalgrid.com

With a copy to:

National Grid USA Service Company, Inc.
300 Erie Blvd W
Syracuse, NY 13202
Attn: Keri Sweet
Email: keri.sweet-zavaglia@nationalgrid.com

Section 6.4 Successors and Assigns; No Third-Party Beneficiaries. Subject to the terms of this Section 6.4, this Agreement and all its provisions shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing in this Agreement, whether expressed or implied, will confer on any Person, other than the Parties or their respective permitted successors and assigns, any rights, remedies or liabilities; provided that the provisions of Article V will inure to the benefit of the Affiliates of the indemnified Party. No Party

may assign its rights or obligations under this Agreement without the prior written consent of the other Party and any purported assignment without such consent shall be void.

Section 6.5 Independent Contractors; No Relationship. The Parties to this Agreement are independent contractors. Neither Party hereto is an agent or representative of the other Party. Nothing in this Agreement shall be deemed to create a partnership, joint venture or other relationship between or among any of the Parties (other than a vendor-customer relationship), including their Affiliates, employees, officers, directors or agents. In no event shall either Party's personnel be deemed to be employees of the other Party.

Section 6.6 Governing Law. This Agreement, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Requirements of Law of the State of Delaware, without regard to any choice or conflict of law principles or rules (whether of the State of Delaware or any other jurisdiction) that would mandate or permit the application of the Requirements of Law of any jurisdiction other than the State of Delaware.

Section 6.7 Dispute Resolution; Jurisdiction; Venue; Specific Performance; Waiver of Trial by Jury.

(a) In the event a disagreement should arise with respect to this Agreement or any Transition Services, subject to the terms hereof, the sub-coordinators with respect to the applicable subject matter shall refer such disagreement to the Coordinators. In the event that the Coordinators are unable to resolve such disagreement within fifteen (15) days from the date of such referral (or such lesser or longer period as the Coordinators may mutually agree in their reasonable discretion is a useful period for their discussions), the Coordinators shall escalate such disagreement (i) to the Executive Vice President and Chief Operating Officer of Pluto and the Chief Transformation Officer of Newquay, who shall discuss and attempt in good faith to resolve such disagreement and, if the disagreement is not resolved, then (ii) to the Chief Executive Officers of Rover and Newquay, respectively, who shall do the same. Should the Parties fail to reach agreement with respect to any such disagreements within fifteen (15) days of the escalation referred to in clause (ii) (or such lesser or longer period as they may mutually agree in their reasonable discretion is a useful period for their discussions), then it is the intent of the Parties that the resolution for such disagreement or issue will be determined by the formal process for resolution set forth in Section 6.7(b). In the event of such a disagreement, the Parties agree to exhaust the foregoing process set forth in this Section 6.7(a) before pursuing any relief under the other terms of the Agreement except in the event that a Party reasonably determines that completing the process set forth herein would unalterably prejudice such Party, in which case, such Party shall not be required to exhaust the process set forth herein before pursuing any relief under the other terms of the Agreement.

(b) Each Party agrees that all claims arising out of or in connection with this Agreement shall be brought in the United States District Court for the District of Delaware or, if under applicable Requirement of Law exclusive jurisdiction is vested in state courts, in the Chancery Courts of the State of Delaware located in Wilmington, Delaware. In connection with any action or proceeding in any such court, each Party (i) consents to the service of process or

other papers in connection with such action or proceeding in the manner provided in Section 6.3 or in such other manner as permitted by Requirements of Law, (ii) submits with regard to any such action or proceeding, generally and unconditionally, to the personal jurisdiction of any such court, and (iii) irrevocably waives, to the fullest extent permitted by Requirements of Law, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement in such court, any claim that the suit, action or proceeding in any such court is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement, or the subject matter hereof, may not be enforced in or by such court pursuant to this Section 6.7.

(c) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties acknowledge and agree that, to prevent breaches or threatened breaches by the Parties of any of their respective covenants or obligations set forth in this Agreement and to enforce specifically the terms and provisions of this Agreement, the Parties shall be entitled to seek an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled in law or in equity. In connection with any request for specific performance or equitable relief by any Party, each of the other Parties waives any requirement for the security or posting of any bond in connection with such remedy.

(d) EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE TRANSACTIONS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OR ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.7.


Section 6.8 Entire Agreement. This Agreement, including Exhibit A and Exhibit B, together with the Share Purchase Agreement and all annexes and exhibits hereto and thereto, embody the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements with respect thereto.

Section 6.9 Consents; Waivers; Amendment. All waivers and consents given hereunder shall be in writing. No waiver by any Party of any breach or anticipated breach of any provision hereof by any other Party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar. Except as provided in this Agreement, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance by any other Party with any representations, warranties, covenants or agreements contained in this Agreement. The failure of any Party to assert any rights under this Agreement

or otherwise shall not constitute a waiver of such rights. Any amendment to this Agreement shall be in writing and signed by both Parties.


IN WITNESS WHEREOF, the Parties have caused this Transition Services Agreement to be duly executed as of the date first written above.

THE NARRAGANSETT ELECTRIC
COMPANY

By 

Name: David J. Bonenberger
Title: President

NATIONAL GRID USA SERVICE
COMPANY, INC.

By 
Name: Daniel Davies
Title: Senior Vice President

NATIONAL GRID USA
(solely with respect to Section 4.6)


By 
Name: Daniel Davies
Title: Senior Vice President

Exhibit A

Transition Services

Exhibit B

Coordinators

The Service Provider Coordinator is:

Name: Duncan Willey
Address: 40 Syvan Road
Waltham, MA 02451-1120
Phone: (781) 299-0086
Email: Duncan.willey2@nationalgrid.com

The Rover Coordinator is:

Name: Cynthia M. Allan
Address: Two North Ninth Street
Allentown, PA 18101
Phone: 610-774-4987
Email: cmallan@pplweb.com

Exhibit C

Information Security Addendum

During the Transition Period and for as long as Service Provider Processes Personal Information, the following terms and conditions of this Information Security Addendum ("Addendum") shall apply with regard to Personal Information accessed pursuant to the provision or receipt of Transition Services under the Agreement. In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the Agreement. The obligations of each Party under this Addendum shall be deemed to apply to and bind each of such Party's Affiliates and its and their Representatives to the extent such Affiliate or Representative receives or has access to any Personal Information; *provided, however*, that each Party shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Affiliates or its or their Representatives.

1.0 DEFINITIONS

- 1.1 "Customers" means past, present and prospective customers of a Party or one of its Affiliates.
- 1.2 "Employees" means past, present and prospective employees of a Party or one of its Affiliates.
- 1.3 "Personal Information" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable individual, which the Party receives from the other Party or its Customers or Employees.
- 1.4 "Personal Information Law" means any applicable law that applies to Personal Information received by either Party or its Affiliates or its or their Representatives from the other Party, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs"), the Rhode Island Identity Theft Protection Act, RIGL §11-49.3-1 (the "RI Security Regs"), the New York SHIELD Act, N.Y. Gen. Bus. Law § 899-bb and the California data security regulations, Cal. Civ. Code §1798.81.5.
- 1.5 "Process", "Processed" or "Processing" means any operation or set of operations performed, whether by manual or automated means, with respect to Personal Information or on sets of Personal Information, such as the collection, use, storage, retention, disclosure, analysis, deletion, or modification of Personal Information.
- 1.6 "Profiling" means any form of automated processing performed with respect to Personal Information to evaluate, analyze, or predict personal aspects related to an

identified or identifiable natural person's economic situation, health, personal preferences, interests, reliability, behavior, location, or movements.

- 1.7 "Sale" or "Sell" means exchanging, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for monetary or other valuable consideration.
- 1.8 "Share" or "Sharing" means sharing, releasing, disclosing, making available, transferring or otherwise providing or communicating Personal Information to a third party for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions between a business and a third party for cross-contextual behavioral advertising for the benefit of a business in which no money is exchanged.
- 1.9 "Targeted Advertising" means displaying advertisements to a consumer where the advertisement is selected based on Personal Information obtained or inferred from that consumer's activities over time and across nonaffiliated websites, applications, or online services to predict such consumer's preferences or interests.

2.0 PRIVACY

- 2.1 For clarity, and without limiting the foregoing, in no event will either Party: (a) Sell or Share Personal Information; (b) disclose Personal Information to any third party for the commercial benefit of the disclosing Party or any third party; (c) retain, use, or disclose Personal Information outside of its direct business relationship with the other Party or for any commercial purpose other than the business purposes specified in the Agreement or as otherwise permitted by Personal Information Laws; or (d) combine Personal Information with personal information that such Party receives from, or on behalf of, other persons, except as expressly permitted under Personal Information Laws. Each Party certifies that it understands and will comply with the foregoing restrictions.
- 2.2 Each Party will provide all necessary information to enable the other Party to conduct and document data protection and risk assessments with regard to Personal Information.
- 2.3 In the event that a Party subcontracts the Processing of Personal Information to a subcontractor and/or allows such a subcontractor to further subcontract the Processing of Personal Information to a sub-subcontractor, the subcontracting Party will notify the other Party of such engagement(s). The subcontracting Party will ensure that all such engagement(s), whether between the subcontracting Party and a subcontractor or between a subcontractor and a sub-subcontractor, are pursuant to a written agreement that binds each such subcontractor and sub-subcontractor to obligations that are at least as restrictive and protective of Personal Information as those set forth in this Addendum.
- 2.4 At either Party's request, the other Party will promptly, and in any event within five (5) business days of the request, assist the requesting Party with fulfilling its

obligations to respond to consumers' requests to exercise their rights under Personal Information Laws by using appropriate technical and organizational measures, including without limitation by: (a) accessing, correcting, securely deleting, opting out of Sale, Sharing, Targeted Advertising or Profiling, or providing copies of any Personal Information identified by the requesting Party; and (b) as applicable, directing any affiliate, subcontractor, or other third party that Processes Personal Information to access, correct, securely delete, opt out of Sale, Sharing, Targeted Advertising or Profiling, or provide copies of any Personal Information identified by the requesting Party. Within five (5) business days of receipt of any such request, the other Party will send to the requesting Party any request or inquiry related to Personal Information received by the other Party or by the other Party's Affiliate or subcontractor.

3.0 SECURITY

- 3.1 Each Party hereby agrees to comply with all Personal Information Laws with respect to Personal Information it receives from the other Party or from Customers during the term of the Agreement and all Representatives who have access to such Personal Information will comply with all Personal Information Laws.
- 3.2 Each Party agrees to, and agrees to ensure that its Representatives who have access to the other Party's Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Personal Information Law or required by the other Party to comply with Personal Information Law including, but not limited to: (a) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (b) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (c) retaining Personal Information for a period no longer than is reasonably required for the purpose requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Personal Information Law; and (d) encrypting any Personal Information to be transferred to a portable device.
- 3.3 In addition to the above requirements, each Party shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be in compliance with all Personal Information Laws. Each Party shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with the MA Security Regs and the RI Security Regs, and any other applicable Personal Information Laws that govern the protection of Personal Information received from the other Party or maintained on behalf of the other Party. Each Party agrees to apply the standards and requirements of the MA Security Regs and RI Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the Transition Period and for a period of six (6) years thereafter, each Party shall maintain, and provide

for the other Party's review during the providing Party's normal business hours of operation, at the requesting Party's reasonable request and sole cost and expense, (i) such Party's WISP; and (ii) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with Personal Information Laws.

- 3.4 Each Party agrees to notify the other Party promptly, but in no event later than forty-eight (48) hours, after discovery of a security vulnerability within such Party's or its Representative's information technology environment that concerns the Personal Information provided by the other Party or by Customers, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of Personal Information provided by the other Party or by Customers, and the Parties will exercise commercially reasonable efforts to work with each other to mitigate such vulnerabilities.
- 3.5 Each Party shall have a process for managing a Security Breach. Each Party shall notify the other Party promptly, and in no event later than seventy two (72) hours after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information of the other Party (a "Security Breach"). Such Party shall promptly and in writing provide the other Party with details of the Security Breach, and shall use commercially reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting the other Party's data and services, physical security breaches into facilities directly responsible for supporting the other Party's data and services, and other directed attacks on systems directly responsible for supporting the other Party's Personal Information. Neither Party shall be required to provide a written report of Attempted Security Incidents. "Attempted Security Incidents" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information provided by the other Party or other serious vulnerability to the other Party's data. In the event of a Security Breach, the Parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by applicable law.
- 3.6 Following a Security Breach of either Party, the other Party, or its respective designated agent who agrees to be bound by the confidentiality restrictions set forth in this Agreement, shall have the right, upon reasonable notice to the breached Party, to complete a review of the breached Party's relevant written security documentation and security measures so that the other Party can determine that unauthorized access to Personal Information has been eliminated and cannot be repeated.

- 3.7 Each Party agrees to ensure that any Representative to which it provides the other Party's Personal Information, including Personal Information created or received by such Party on behalf of the other Party, agrees to restrictions and conditions no less stringent than those set forth herein through a written contractual agreement.
- 3.8 Each Party agrees that the other Party's Personal Information may not be maintained, stored, or transmitted to an entity outside of the United States of America.
- 3.9 Each Party agrees that it shall be responsible for any and all acts in violation of Personal Information Law or this Addendum of any Representatives to which it allows access to the other Party's Personal Information.
- 3.10 Neither Party will share Personal Information with a foreign adversary of the United States, as such term is defined, from time to time, by the United States government, including Department of Energy or Department of State, which countries shall include China, Cuba, Iran, North Korea, and Russia.
- 3.11 Each Party agrees that, except as provided in Article V of the Agreement, to the fullest extent permitted by law, it shall be and remain responsible under applicable laws for the security of all Personal Information when in such Party's possession and when being transmitted from such Party or received by such Party.
- 3.12 Each Party shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure such Party and its Representatives against any and all claims or claims for damages arising under this Addendum. Each Party may self-insure its obligations under this Section 3.12 through a bona fide corporate self-insurance program that covers the subject matter of this Addendum.
- 3.13 When required by applicable law to provide Personal Information, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), each Party shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to the other Party in a format that shall comply with such applicable law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (*e.g.*, due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.

4.0 DATA SCRUBBING VERIFICATION

- 4.1 Upon a request made by either Party to return or destroy Personal Information of the other Party, such Party shall, at the other Party's choice, either return to the other Party all such Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to the other Party, as applicable. Without limiting the foregoing, such destruction shall include using commercially reasonable means to scrub, or otherwise destroy beyond recovery all such electronic Personal Information in its possession, and to cross shred paper media containing

Personal Information, certifying such destruction in writing to the other Party and providing the other Party with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the other Party's data handling standards and commercially reasonable practices for the disposal/destruction of sensitive data.

If such return or destruction is impracticable, such Party shall provide to the other Party notification of the conditions that make return or destruction impracticable. Upon the other Party's written agreement that return or destruction of such Personal Information is impracticable, such Party shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction impracticable, for so long as such Party maintains such Personal Information.

5.0 AUDIT

- 5.1 Each Party shall, from time to time during the Transition Period and for a period of six (6) years thereafter, during regular business hours and upon reasonable advance notice, permit the other Party or its respective Representatives who enters into a confidentiality agreement with the audited Party to perform an audit one (1) time per year at its sole cost and expense and so as not to interrupt the audited Party's normal business operations of the audited Party's relevant books and records (electronic or otherwise), and relevant documentation concerning the audited Party's operational systems to confirm the audited Party's compliance with the obligations concerning Personal Information disclosed to the audited Party under this Addendum.
- 5.2 In addition to the above, either Party may also request the other Party reasonably cooperate in an audit of its relevant documents concerning its cyber security policies in the event (a) the requesting Party receives any audit requests from a governmental or regulatory agency that concerns Personal Information disclosed to the other Party by the requesting Party, and/or (b) within forty-eight (48) hours if the other Party suffers a Security Breach.

6.0 MISCELLANEOUS

- 6.1 Where applicable, if, and only with the other Party's prior consent, either Party processes Personal Information received from the other party from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, such Party shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of

European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.

- 6.2 Each Party agrees to reasonably cooperate with the other Party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.

Billing and Collection

EXHIBIT A – TRANSITION SERVICES

LEGAL TSAs-Billing & Collection

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001-BS: Customer Billing Operations

TSA ID:	001-BS
Service:	Customer Billing Operations
Detail:	<p>Provide the following services for customer billing; in accordance to established regulatory tariffs for gas and electric service, customer contracts, and supplier agreements.</p> <p><i>Service Description:</i></p> <ul style="list-style-type: none"> ▪ Billing <ul style="list-style-type: none"> ○ Manage manual and automated updates to the billing systems to ensure accurate billing and tariff compliance ○ Manage, including manual efforts, complex contracts and unique billing scenarios that bill outside the billing systems ▪ Tariff Rate Modelling <ul style="list-style-type: none"> ○ Maintain, which include manual efforts, billing system tables/structures related to tariff rate modelling and coordinate with IT on codes changes required for billing ▪ Tax Rate Modelling <ul style="list-style-type: none"> ○ Maintain, which includes manual efforts, billing system tables/structures related to tax rate modelling and coordinate with IT on codes changes required for billing ▪ Bill and Letter Composition <ul style="list-style-type: none"> ○ Based on direction from Rover, modify bill and letter formats, test, and implement changes including coordination with print and mail service provider. This is work done in the composition toolset and coordination with the print and mail service supplier. ▪ Bill Messaging and Bill Inserts <p>Based on direction from Rover, Testing and Delivery of bill messages and inserts that will appear on/with customer bill statements. These include system-driven event messages and “marketing” type messages and inserts targeted at a specific population and for a given time period. This includes all print inserts, as well as corresponding inserts that need to be delivered to customer via email and posted on the web.</p> ▪ Automated (System-Driven) Bill Messaging and Letter Triggering

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none">○ With coordination from IT department staff, manage internal system-driven bill messages and letters to customers. An example would be budget billing review and settlement messages that automatically appear on bill statements for those customers enrolled in the program.▪ Billing Analytics<ul style="list-style-type: none">○ Produce billing analytics that are necessary through the course of a month including scheduled and recurring queries, ad-hoc requests for information, and responding to data requests in rate cases and other regulatory requests. This analysis requires use of the production CIS databases, information warehouses, and temporary storage / staging areas. This analysis should be in the same manner and to the same degree of frequency and volume as before Closing.▪ Financial Reporting<ul style="list-style-type: none">○ Maintain the G/L transaction translation tables in billing systems.○ Manage all exceptions to the reporting process.▪ Paper & Electronic Bill, Imaging, Archival, and Delivery<ul style="list-style-type: none">○ Provide paper and electronic bills to all customers of Rover utility services▪ Customer System Change, Application and Data Security Management<ul style="list-style-type: none">○ Perform CSS billing system corrections, changes, and coordinate system access▪ Retail Choice Billing, Supplier Transactions, & Purchase of Receivables (PoR) Management<ul style="list-style-type: none">○ Perform all Retail Choice Customer Billing, Supplier transactions, and manage PoR agreement▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders▪ While adhering to new brand guidelines provided by Rover, Service Provider will provide operational support across customer communication channels. Using content and materials developed by Rover, Service Provider will execute communications including but not limited to:<ul style="list-style-type: none">○ Bill messages and inserts
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EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> o Transactional communications (email, SMS, mail) related to bill-ready, payment reminder, collections, and other types of notifications ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <p>Submission of reports to regulatory bodies related to</p> <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p>Service Rate and Tax Updates</p> <ul style="list-style-type: none"> ▪ Submission of detailed specification of rate updates to Billing Operations. ▪ Completion of structure change template and submission to Billing Operations. ▪ Advice and decisioning regarding any such structure changes including consultative research and interpretation from laws, regulations, or filings to the current billing rate models. ▪ Advice and decisioning regarding mitigation of billing issues including consultative research and interpretation from laws, regulations, or filings to the current billing rate models. <p>Supplier Seminars and Community Events</p> <ul style="list-style-type: none"> ▪ Development of customer communications and marketing materials for competitive supply campaigns, seminars, and community events. <p>Competitive supplier Billing Service Agreement (BSA) Management</p> <ul style="list-style-type: none"> ▪ Review and approval of competitive supplier lien searches.
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EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Approval of final BSA by authorized Rover representative. ▪ BSA amendments as necessary due to tariff structure and pricing changes. <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 8:00 a.m. - 5:00 p.m. Eastern Standard Time ▪ Off hours support as needed to assist with projects and emergencies
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

002-BS: SAP (Non-Utility) Billing Operations

TSA ID:	002-BS
Service:	SAP (Non-Utility) Billing Operations
Detail:	<p>Provide the following services for SAP Non-Utility billing:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Produce bills in SAP, provide guidance and support to internal billing requestors who bill through the SAP portal and governance around billing accuracy and timeliness <ul style="list-style-type: none"> ○ Produce bills for various bill types e.g. construction, property damage, distributed generation, pole attachments etc. ○ Complete true-up calculation and invoicing for reconcilable construction (including Contribution In Aid of Construction (CIAC)) jobs by comparing upfront estimated payment to actual charges allowed in state tariffs ○ Monitor the SAP portal and provides oversight to bills that route through the portal for approval ○ Research customer master data for duplication and update as necessary for billings through SAP. ○ Reconcile and submit journal entries for labor billable accounts and CIAC true up ○ Establish reference field and work with rental billing originators to monitor contracts by providing quarterly rental billing detail reports from SAP used to certify contracts. ○ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ○ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Billing Service Requestors Searching for existing customers and creating new as necessary using SAP NUB Portal. ▪ Uploading billable charge templates ▪ Request invoicing using NUB portal ▪ Investigate billing issues encountered during NUB process <p>Construction work orders</p> <ul style="list-style-type: none"> ▪ Construction project management.

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Advancing projects (work orders) in the work management system to “billable” status. <p>Property damage</p> <ul style="list-style-type: none"> ▪ Creating work orders and advancing to billable status. ▪ Additional work information necessary to support claim disputes must be provided by the Billing Service Requestor. ▪ Requesting Invoice Process for completed jobs. <p>DG/CIAC</p> <ul style="list-style-type: none"> ▪ Generating DG application (Gridforce) invoices to customers. ▪ Advancing Gridforce applications to billable status following receipt of payments ▪ Finalizing completed projects in Gridforce and advancing to Billing for reconciliation ▪ Contract Administration – <i>Procurement (TSA 014-BS, 015-BS, 016-BS, 017-BS, 018-BS) is responsible for this</i> ▪ Work Order Management primarily for construction and property damage projects. ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 8:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

003-BS: Payment Processing

TSA ID:	003-BS
Service:	Payment Processing
Detail:	<p>Provide services necessary for timely and appropriate customer payment processing:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Lockbox management – mail-in customer payments – retail and wholesale ▪ Manage Electronic Lockbox Manage authorized third-party payment processors ▪ Process and balance daily vendor payment files to CSS ▪ Monitor/reconcile bank accounts for Rover entities that receive customer payments (utility and non-utility) ▪ Process customer returned payments (NSF) ▪ Process non-utility payments to invoice(s) on customer accounts in SAP ▪ Resolve payment exceptions/investigation ▪ Process customer payment reversals to vendors / refunds to non-utility customers ▪ Provide customer support for utility/non-utility payments ▪ Electronic payment management - ACH (DirectPay, Web, IVR) ▪ Provide General Ledger activity/payment support ▪ SAM.gov (U.S. Government registration site) <ul style="list-style-type: none"> ○ Monitor SAM.gov activity to ensure updates are made annually ○ Update information in SAM.gov and assist with questions regarding SAM.gov ○ Review and submit information for approval by Rover ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover and Rover. <p><u>Service Exclusions</u></p> <ul style="list-style-type: none"> ▪ Review and approval of registration information on SAM.gov. ▪ Submission of reports to regulatory bodies related to

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover and Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:30 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

004 BS: Credit & Collections

TSA ID:	004-BS
Service:	Credit & Collections
Detail:	<p>Provide services for customer credit & collections activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Credit and Collections Management <ul style="list-style-type: none"> ○ Collection strategy execution using a risk-based portfolio management program including: <ul style="list-style-type: none"> ○ Deliver required customer notifications including those pertaining to late payments, collection agency activity, and service terminations. ○ Selecting customers for direct calling, make those calls, and during such calls apply methods shown effective in resolving payment delinquencies. ○ Select and coordinate eligible targets for field collection activity. ○ Educate & assist customers on Arrears Management Program (AMP), discount rates, low-Income HEAP, deferred payment agreements, and budget billing alternatives. ○ Offer compliant deferred payment agreements and related obligations. ○ Execute on existing write-off policies and manage Accounts Receivable portfolio for customer accounts in arrears ○ Manage account portfolio with collection agencies maintaining adherence to current referral policies. ○ Continue to review and code sensitive accounts for medical protections. ○ Refer accounts to Rover in pursuit of necessary liens. Provide assistance to Rover or their outside counsel, monitor existing judgements / liens for satisfactions, provide customers with payoff figures as requested, negotiate payoffs, and facilitate the processing of those payments. ○ Refer bankruptcy cases as governed through federal bankruptcy law to Rover. ○ Maintain and review customer account "Estate Of" coding requiring reconciliation of deceased account holder

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none">○ Customer and account management<ul style="list-style-type: none">○ Review and validate required customer documentation for establishing responsibility of utility service.○ Manage accounts through final disconnection following physical meter cut-out○ Manage the collection process for large C&I customers including coordination with internal stakeholders (e.g. account manager) to optimize recovery of delinquent payments.○ Oversee policy and execution of deposit assessment and periodic review.▪ Compliance, Analytics, and System Support<ul style="list-style-type: none">○ Manage financial controls and audit compliance○ Assure compliance with regulatory rules regarding collection activities and customer protections○ Manage credit and collections analytics engine - SQL server management, data capture, collection, analysis and visualization using predictive and prescriptive analytics○ Customer system support – provide business support for customer system changes and enhancements▪ Financial Analysis and Rate Case Support<ul style="list-style-type: none">○ Perform financial performance reporting including monthly bad debt and write off○ Perform analysis required to support regulatory reporting obligations (e.g. incentive mechanisms, cost recovery)▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none">▪ Preparation of filings, information requests with the RI PUC, Division, or other parties. Rover will be the interface with RI PUC on Day 1.▪ Submission of reports to regulatory bodies related to
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EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ○ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ○ Program studies ○ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. - 6:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

005-BS: Revenue Assurance

TSA ID:	005-BS
Service:	Revenue Assurance
Detail:	<p>Provide services for Revenue Assurance activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Act upon identified theft of services / diversion and other revenue losses by: <ul style="list-style-type: none"> ○ Initiating, assisting and participating in investigations, corrections and recovery of energy and revenue losses ○ Performing loss analysis associated with defective equipment, billing errors, damaged equipment and energy theft ○ Provide support to Rover for Rover’s filing of civil complaints to recover losses and filing criminal complaints ○ Supporting and coordinating with Rover regulatory and legal support for all revenue loss related incidents ○ Managing and coordinating customer contact regarding identified issues ○ Perform case management: Intuit is currently used as Revenue Assurance’s Case Management System (Tool) in all Regions, including RI ▪ Leverage data / insights to identify deviations and potential revenue loss. Utilize advanced analytic tools to identify end to end process issues. Work with customers to assess, develop and implement policies and procedures to mitigate revenue loss ▪ Revenue Assurance cases will be escalated to Rover’s attention when they reach “Stage 2” defined at a \$50K level of loss. Service Provider will notify Rover’s Legal team of each case reaching stage 2 and provide all supporting information required by Rover. ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Does not prosecute nor lead investigations - <i>Completed by Rover Legal and External Law Enforcement & Judicial Entities</i>

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Is not responsible for correction or billing of theft between tenants ▪ Detectent – The Revenue Assurance has started using a newer “Detectent” analytics toolset at Service Provider but not in the Rhode Island territory. ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 8:00 a.m. – 5:00 p.m. Eastern Standard Times
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

006-BS: Financial Transactions

TSA ID:	006-BS
Service:	Financial Transactions
Detail:	<p>Provide services for Financial Transaction activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Bankruptcy (BK) Protections <ul style="list-style-type: none"> ○ When Service Provider is notified of a bankruptcy filing, the Financial team separates the customer’s billing covered under bankruptcy from billing that the customer remains responsible for ▪ Receiverships <ul style="list-style-type: none"> ○ To provide support related to receiverships which are a court appointed person to act as the custodian of a company’s assets or business operation, with the goal of returning them to a profitable state and thereby avoiding bankruptcy. Support may include, at Rover’s request, receiving and reviewing court papers advising of the court appointed person. Once approved, the account is updated with the new responsible party. ▪ Tax Exempt <ul style="list-style-type: none"> ○ Service Provider to provide necessary tax certifications for all customer accounts that are coded tax exempt: <ul style="list-style-type: none"> ○ Upon receipt, update accounts and code to exclude tax ○ where applicable, correct bills and rebill to reflect the tax exception ○ Outreach to customers when no certification has been received ▪ Revenue Assurance Back-billing <ul style="list-style-type: none"> ○ Identify loss of revenue through theft of service and/or assets not accounted for (active meter set in field with no record on file and not set up for billing). ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover.

EXHIBIT A – TRANSITION SERVICES

	<p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

008-BS: High Volume Residential billing

TSA ID:	008-BS
Service:	High Volume Residential Billing
Detail:	<p>Provide services for High Volume Residential Billing:</p> <p><u>Service Description:</u></p> <p>The high-volume Workflow Manager (WFM) team completes prevalent exceptions pertaining to residential accounts to provide the customer with services or corrected billing. Exceptions with some of the more common examples listed below are manually reviewed to determine the appropriate action. Actions may require corrections to the account or premise to allow a bill to generate, service order issuance to collection additional information in order to correct the account or premise, or acceptance of the information so the system knows it is accurate.</p> <ul style="list-style-type: none"> • Meter Reading and Billing Exceptions • Completion of a variety of exceptions that prevent a bill from generating, this can include discrepancies with rates, meter reads, and invalid data. • Change Meter Orders <ul style="list-style-type: none"> ○ The residential billing team issues and completes change meter orders when a meter is not registering correctly (i.e. forced estimates) • Multiple Edit <ul style="list-style-type: none"> ○ A multiple edit exception will trigger when a regular reading comes in lower than the service activation. It typically effects multiple accounts and is corrected by maintaining service activation and realigning usage. • High / Lows <ul style="list-style-type: none"> ○ A high/low energy WFM is generated when a reading does not fall in line with previous usage. The reading can be higher than normal or lower than normal. Usage is reviewed to determine if it is in line with history and either accept the read or a service order is issued to confirm the information. • Connects / Disconnects <ul style="list-style-type: none"> ○ Resolve errors that are preventing the completion of a start or stop service order. This can include corrections

EXHIBIT A – TRANSITION SERVICES

	<p>to meter reads, field order data and activation data. The team will review and determine a root cause reason for the error, make the correction and complete the service order to start or stop billing.</p> <ul style="list-style-type: none">• Stop Meter<ul style="list-style-type: none">○ A stop meter is one that stops registering usage despite the customer still using the service. This typically impacts gas meters. Team reviews the premise information to determine if the stopped meter is acceptable (i.e. seasonal property), if not, outreach is made to the customer in an attempt to investigate the meter conditions. Actions may include a service order issuance and follow up, or correction to the account. If the meter is changed, the team corrects the billing leveraging previous years' history.• Final Bill Disputes<ul style="list-style-type: none">○ The customer disputes a final account typically due to fraud. After investigating and the customer providing supporting documentation, the charges are removed through a one-sided credit. Team will review the information provided by the customer and determine if it meets the requirements to remove the charges. They will notify the customer of the decision and if applicable, they will remove the billed charges.• Miscellaneous Accounts Receivable<ul style="list-style-type: none">○ Many miscellaneous A/R WFM's are issuing credits or refunds for the customer. These include but are not limited to cut-ins credits, net metering credits, escheatment and aged excess credits. The team will receive and review the request for adjustment and process it on the customer's account as applicable.• Miscellaneous Customer Service<ul style="list-style-type: none">○ Various requests including but not limited to enrolment or stop of budget billing, cancel/rebilling, connect in error, completion of change meters, connects, disconnects, sets, removes, investigating usage and enrolling in EFT. The team will receive and review the request and take the appropriate steps to resolve the request.• Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders
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EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> • Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Submission of reports to regulatory bodies related to • Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). • Program studies • Other “Customer Services Requirements” as managed by Rover Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Support is available from Monday – Friday, 7:00 a.m. - 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

009-BS: Complex Billing Account Management

TSA ID:	009-BS
Service:	Complex Billing Account Management
Detail:	<p>Provide services for complex billing activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Perform meter / account investigations ▪ Provide accurate and timely billing ▪ Provide accurate billing adjustments ▪ Gas Transportation/Special Handling Accounts- perform special services for long term, large volume customers based on therms (Gas Units) transported and consumed (e.g. Interval metering) ▪ Process connects, disconnects, meter changes, obtain off-cycle readings, do not bill estimates, apply additional charges <ul style="list-style-type: none"> ○ This requires the team to review errors or exceptions and take the appropriate action including data corrections on an account or premise, request and follow up on a service order which is needed to collect additional information needed to correct an issue, rebilling accounts to correct charges, correcting usage, applying charges. ▪ Distributed Generation (DG) / Net Metering- customers that have solar panels and generate their own energy. RI Renewable Energy Growth Program coding. Team receives information and codes the accounts accordingly, as well as rebilling as needed. ▪ Demand Billing- Customers that use more than 2,000 kWh per month for four consecutive months are placed on demand billing. Demand billing is focused around the customer’s maximum load to ensure the electrical system can handle at peak usage times. The team manage these accounts to ensure accurate billing, and as needed, additional field orders are issued to collect additional information and billing is corrected. ▪ No Bill- A customer that does not receive a bill for a period greater than 60 days is considered a No Bill <ul style="list-style-type: none"> ○ Processing/assigning customer accounts to the proper department to fix accounts to produce a bill ▪ Rate Changes- A customer’s rate changes are based off the amount of gas or electric the customer is consuming, as well as the revenue class <ul style="list-style-type: none"> ○ Review and process rate change exceptions to ensure customer is billing on the correct rate

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Time of Use- Process billing that uses different cost of service based on the season and time of day. This is mainly used by customers that have farms or have purchased an electric vehicle. The team manages these accounts to ensure accurate billing, and as needed, additional field orders are issued to collect additional information and billing is corrected. ▪ Non-Regulated Power Producers (“NPP’s”) - Customers can choose an NPP to supply their needs should they not want to use Rover supply services. As needed, the team resolves errors preventing the issuance of a bill, manually adds or drops NPP’s. ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

010-BS: Protections

TSA ID:	010-BS
Service:	Protections
Detail:	<p>Provide services for protections activities:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Manage documentation provided by customer for financial hardship, proof of payment, handicapped, elderly, infant, serious illness, LIHEAP protection ▪ Receive LIHEAP assistance pledges and managing accounts ▪ Manage documentation provided by doctors for handicapped or serious illness protection ▪ Manage court and death certificates to code accounts deceased ▪ Generate usage reports, statements to fulfil usage, and statement requests ▪ Process miscellaneous collections to add budget billing, transfer balances, activate payment agreements ▪ Assess reconnect fees ▪ Create financial statements for financial hardship ▪ Transfer past dues balances from final accounts to active accounts ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover Compliance team

EXHIBIT A – TRANSITION SERVICES

	<p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover's reports for submission to regulatory bodies.</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none">▪ Support is available from Monday – Friday, 7:00 a.m. - 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

011-BS: Service Applications Manager (SAM)

TSA ID:	011-BS
Service:	Service Applications Manager (SAM)
Detail:	<p>Provide services for new service initiation:</p> <p><u>Service Description:</u></p> <ul style="list-style-type: none"> ▪ Verify leases and deeds ▪ Connect correct customer with corresponding premise ▪ Verify IDs ▪ Verify a minor is not listed as the customer ▪ Check with Experian if customer is fraudulent ▪ Manage adjustments to customers assuming past balances ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

012-BS: Account Data Maintenance (ADM)

TSA ID:	012-BS
Service:	Account Data Maintenance (ADM)
Detail:	<p>Provide services for Account Data Maintenance:</p> <p><u>Service Description:</u></p> <p>The ADM team maintains both customer and service information to ensure that the account and service is being upheld for accurate billing and customer satisfaction purposes.</p> <ul style="list-style-type: none"> ▪ Stopped Meter- Stopped Meter WFM’s are generated when a meter has zero usage but continues billing for at least two months. This process determines if a meter has stopped registering usage either due to a defective meter or stopped use of the meter by the customer (i.e. seasonal) ▪ UTC WFM- Connect orders issued to field can be put in an unable to complete (UTC) status due to various reasons. The goal is to act to remove the UTC ▪ Undeliverable electronic bills (“eBills”) - Customers set up on paperless billing, request their monthly bills be sent to them via email. These accounts are reviewed and updated if the customer has not successfully received their e-bill ▪ Returned Mail- Returned paper mail is sorted to be delivered to the corresponding team to handle ▪ Scanning- Documents that need to be scanned to customer accounts are run through a program called Kofax ▪ Order Completion- field orders that could not systematically close and need additional manual intervention ▪ Statement Request ▪ Escalations and audit activities ▪ Mixed Metering- meters that are switched in the system and billing the incorrect customer ▪ Fast/Slow review ▪ Demand meter report review ▪ Processing and maintenance of discount rates and renewals ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders

EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA). ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

013-BS: Advanced Consumption, Long-Term Estimates, Leave On For Landlord

TSA ID:	013-BS
Service:	Advanced Consumption, Long-Term Estimates, Leave On For Landlord
Detail:	<p>Provide services for Advanced Consumption, Long-Term Estimate, and Leave On For Landlord activities:</p> <p><i>Service Description:</i></p> <p>Advanced Consumption team manage the process of connecting a customer in the office to an active meter in the field to ensure accurate billing.</p> <ul style="list-style-type: none"> ▪ Advanced Consumption <ul style="list-style-type: none"> ○ Research accounts attempting to resolve the lost consumption with the possible outcomes- connect Is completed, shut off and seal the meter, pole cut or cut at the curb ▪ Long Term Estimates (LTE’s) <ul style="list-style-type: none"> ○ Research accounts to find an individual able to provide access to process a change meter so regular company reads can be obtained and bills can be provided to the customer correctly for consumption ▪ Leave on for Landlord (LOFL) <ul style="list-style-type: none"> ○ Process application and deletion forms for landlords interested in enrolling/de-enrolling in the LOFL program ▪ Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders ▪ Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover. <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> ▪ Submission of reports to regulatory bodies related to <ul style="list-style-type: none"> ▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource

EXHIBIT A – TRANSITION SERVICES

	<p>Management Council (EERMC), and Retail Energy Supply Association (RESA).</p> <ul style="list-style-type: none"> ▪ Program studies ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Notwithstanding the forgoing, Service Provider will provide information in its sole possession to allow Rover to prepare Rover’s reports for submission to regulatory bodies.</p> <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> ▪ Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	24 months

Customer Services

LEGAL TSAs-Customer Services

039-CS: CALL CENTER OPERATIONS 2
100-CS: MARKETING AND GROWTH 6
038-CS: CUSTOMER SALES AND SOLUTIONS 10

039-CS: Call Center Operations

TSA ID:	039-CS
Service:	Call Center Operations
Detail:	<p>Service Provider’s Call Center shall continue to provide services to Rover. These services shall include:</p> <ul style="list-style-type: none"> • All Call Center Operations (manage customer service problems, requests, inquiries and customer transactions) <ul style="list-style-type: none"> ○ Establish new customers ○ Customer Move-In, Move-Out ○ Gas Lead Intake for new customers ○ Managed Account Services (MAS) ○ Customer & Account Maintenance (maintain customer / account attributes, enroll/drop products & services) ○ Outage / emergency /storm management ○ All residential and commercial customer transactions in all customer channels ○ All offline (non-call) clerical and transaction work ○ Manage vendor agent staffing levels as necessary due to call volume (storm and non-storm) • Workforce Management <ul style="list-style-type: none"> ○ Forecasting of call volume, staffing needs, and service levels on a rolling 12-month basis and as requested and needed to maintain expected service level. Interfacing with IT related vendors (system monitoring, call recording, call routing) ○ Agent management (scheduling of agents, performance management) • Communications team to manage Cite knowledge base and agent resources to assure accuracy and timeliness. • Vendor Management (call quality monitoring, agent coaching, translation services) • Manage all vendor relationships to ensure service and performance expectations are met and performance is sustained per contracts. • Deliver Training to all agents, both internal and vendor. Further details can be found in the HR-119 TSA.

	<ul style="list-style-type: none">• Develop new training, revise current training and maintain training plan to meet. Further details can be found in the HR-119 TSA.• Supervisors continue monitoring and coaching internal agents.• Storm Recovery• Manage staffing levels internal and with vendors during storms and outages.• Manage all storm related technology, including and not limited to 21st Century, outbound dialer messages, and IVR messages.• Serve in assigned ICS storm roles during storm events and communicate outage updated to CS organization• Execution and reporting results to Rover of existing Operational and Sarbanes-Oxley controls ensuring compliance with statutes, tariffs, and regulatory orders.• Based on Pluto direction, delivery of incident related customer communications (Email/SMS/Mail/Calls)• While adhering to new brand guidelines provided by Rover or Rover, Service Provider will provide operational support across customer communication channels. Using content and materials developed by Pluto or Rover, Service Provider will execute using event prioritization communications including but not limited to:<ul style="list-style-type: none">○ Customer Solution emails○ Incident-related communications (email, SMS, mail, calls)<ul style="list-style-type: none">▪ Outages (planned and unplanned)▪ Life support○ IVR messages• Transactional emails (from automated SF Marketing Cloud) will be prepared and forwarded to Rover for delivery to customer or Rover will be responsible for final delivery to ensure proper "sent from" addressing. Rover to provide Service Provider visibility to the volume and success rates of these send-outs.• Communicate in advance significant changes in customer communication strategy e.g., method used to communicate with Life Support Customer during/prior to Storm.• Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover.
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	<p>Service Provider will use event prioritization to implement urgent communications, including updated web copy and proactive messaging, in the event of a storm, emergency or to meet regulatory requirements. (See also website management services in the Marketing & Growth TSA).</p> <p>Staffing levels will be monitored and adjusted to meet demand, which includes the recruitment of agents to cope with peak periods of call activity</p> <p><u>Exclusions</u></p> <ul style="list-style-type: none">• Customer Advocate Responsibilities<ul style="list-style-type: none">• Direct customer assistance and community engagement including office hours at community action agencies and other community locations• Manage relationships and interactions with community organizations and customer base• Arrearage Management Program (AMP) plan enrollment, monitoring and reporting (note that the Contact Center also processes AMP and low income rate enrollments)• Low Income Home Energy Assistance Program (LIHEAP) bill crediting process• Discount rate data match file transfer with the RI Department of Human Services• Office of the President (OOP) – Complete handling of customer complaints escalated to senior executives or the RI Division / Commission. These complaints can include claims regarding rates applied to customer invoices or any other factor affecting service and/or billing. The OOP is responsible for assembling any necessary Subject Matter Experts (SME's) required to gather and assemble case documents and present findings as necessary. The OOP is responsible for the full process of managing hearings (both informal and formal).• Storm communications to critical facilities• Submission of reports to regulatory bodies<ul style="list-style-type: none">▪ Active obligations tied to filings by Rover and other orders and agreements with agencies including but not limited to the Rhode Island PUC, RI Energy Efficiency and Resource Management Council (EERMC), and Retail Energy Supply Association (RESA).▪ Program studies
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	<ul style="list-style-type: none"> ▪ Other “Customer Services Requirements” as managed by Rover’s Compliance team <p>Standard Call center business hours are Monday – Friday, 7 am – 7 pm. Coverage is provided 24 x 7 for gas emergencies and outages. Coverage outside of standard business hours will also be provided for emergency response events-</p> <p>Collections call hours are Monday – Friday, 7am – 9pm, and on Saturdays 7am – 5pm.</p>
Transition Period:	24 Months

100-CS: Marketing and Growth

TSA ID:	100-CS
Service:	Marketing and Growth
Detail:	<p>Service Provider services to be provided:</p> <ul style="list-style-type: none"> • Forward Capacity Market portfolio management services as follows: <ul style="list-style-type: none"> ○ Coordinating with CLEAResult on their regular activities that include annual and monthly requirements such as reconfiguration auctions for resources in the portfolio ○ Oversee the participation in the Forward Capacity Auction 16 (FCA16) that will run in February 2022. ○ Oversee the Financial Assurance penalty that will need to be paid in early 2022 ○ Provide a draft Filing RI Regulatory report in March 2022 following FCA16 to Rover 30 days prior to submission date. ○ Provide a recommendation to Rover programs on whether or not it makes sense to temporarily remove our solar resources from the FCM either in FCA16 or to file for a retirement bid for FCA17 in March 2022. ○ Oversee, which includes providing all required documents in draft form, the qualification process and submission of qualification materials for the Show of Interest in April 2022 and the Qualification Package in June 2022 for FCA17. • Under Rover ’s guidance, including the provision of text and images, provide routine website and (Kubra supplied) outage management involving existing content including: <ul style="list-style-type: none"> ○ Emergency messaging / alerts ○ Updated marketing content and related documents ○ Copy, graphics, and links ○ Upon guidance from Rover, posting of monthly bill inserts to the web ○ [Hours not to exceed 15 hours per month unless additional time required due to emergency event handling (e.g. storm response)]

	<ul style="list-style-type: none">○ Requests shall be submitted using Service Provider's "website request center"○ Standard business hours are Monday – Friday, 8:00 am – 5:00 pm. Coverage outside of standard business hours will also be provided for emergency response.● Service Provider shall maintain and prominently post on Rover's rebranded pages of Service Provider's customer service website: (i) a privacy notices and Service Provider's privacy policy and terms of use, and (ii) a privacy notice prepared by Rover concerning the sharing of customer data and information by Service Provider to Rover, and Rover's privacy policy and terms of use.● Provide services related to marketing and communications plan execution including:<ul style="list-style-type: none">○ Printed bill inserts:<ul style="list-style-type: none">▪ Preparing a monthly bill insert matrix based on strategy from Rover (for printed bills)▪ Submitting the monthly (printed) bill insert matrix to billing operations and the print vendor RRD according to lead times required for testing and implementation▪ Managing production and delivery of (printed) bill inserts with InnerWorkings▪ Fully designed and built (high-res PDFs with crops and bleeds) inserts must be provided by Rover (by end of first Friday of preceding bill month)○ Electronic bill inserts:<ul style="list-style-type: none">▪ Preparing and submitting a monthly (electronic) bill insert plan with Rover-supplied PDF's to Striata according to lead times required for testing and implementation▪ Fully designed and built inserts must be provided by Rover (by end of first Friday of preceding bill month)○ Bill messages:<ul style="list-style-type: none">▪ Organizing a monthly bill message plan based on strategy from Rover and submitting to
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	<p>billing operations according to lead times required for testing and implementation</p> <ul style="list-style-type: none">▪ Provide text for bill messages by Rover (by end of first Friday of preceding bill month)○ All other marketing materials:<ul style="list-style-type: none">▪ Production and delivery of other types of physical and electronic marketing materials will be fulfilled by partner vendors through direct Rover requests to those vendors (InnerWorkings, Integrated Marketing (Signage), Questline (emails), Mower, and Fuse). Service Provider will develop target population lists as requested by Rover through direct email requests to Service Provider's digital services team.○ [Not to exceed 10 hours per calendar month]• Service Provider will include a link to Rover's Opt Out services in appropriate communications and customer web-portals that are managed by service provider.• Marketing emails need to be scrubbed by a customer opt-out list. These are customers that do not want to receive marketing communications. Rover will be accountable and responsible to provide opt-out services to its customers. Upon transaction close, Service Provider will turn over its opt-out list to Rover, and Rover will use this to populate its own list and service which will be referenced by a link in web pages, emails, etc. Service Provider will continue to take and record new opt-outs via call center agents.• Rover will request customer lists as needed from Service Provider. Service Provider will scrub these lists using its opt-out list, and Rover will also scrub these lists using its opt-out list.• Service Provider will support troubleshooting market intelligence and customer communications processes and deliverables• [Not to exceed 5 hours per calendar month] <p>Service Exclusions:</p>
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	<ul style="list-style-type: none"> • Customer Strategy (including incident intake and escalation): Hosting alignment meetings with Subject Matter Experts, developing and coordinating communications (Internal and External), notifying the Division and PUC, communication through social media updates, and submitting customer service communication requests. • Market Intelligence: Market intelligence shares customer study insights with the business and manages the CSAT survey regulatory requirement. • Customer Response Center: Social media management and monitoring. • Design and build of customer outreach and communications. • All energy efficiency metric tracking for energy efficiency Residential and C&I sales teams, stakeholders, and regulator reporting • All energy efficiency and demand response portfolio regulatory filings and reporting, stakeholder engagement, performance incentive management, and product research and development • Development of future energy efficiency and demand response, clean transportation, distributed energy-, low- and moderate-income customer efforts, including ongoing product demonstration efforts. • Marketing emails need to be scrubbed by a customer opt-out list. Rover will be accountable and responsible to provide opt-out services to its customers. Rover must include a link to the opt-out (unsubscribe) services in marketing communications.
Transition Period:	6 Months for Forward Capacity Market, all else 24 months

038-CS: Customer Sales and Solutions

TSA ID:	038-CS
Service:	Customer Sales and Solutions
Detail:	<p>Customer Energy Integration (CEI):</p> <ul style="list-style-type: none"> • Service Provider will provide support for the 2021 annual Net Metering (NM) filing. This support will include: <ul style="list-style-type: none"> ○ Participation in the open NM filing docket including responding to data requests and attending technical sessions as requested by PUC which will ultimately establish an approved excess credit calculation method. ○ Calculation of excess credits for the years 2019, 2020, and 2021 using the approved calculation method. ○ Coordination of necessary excess credit claw back activities for years 2019-2021. ○ Transition of knowledge to Rover regarding ongoing excess credit calculation and claw back activities ○ Service Provider will support data capture, analysis and reporting on this topic <p>Service Provider will assist with knowledge transfer and physical separation of below specified USAS-related activities and tools for a period of 90 days following Closing.</p> <ul style="list-style-type: none"> • Electric Load Estimator (LE) models <ul style="list-style-type: none"> ○ Activity associated with the day-to-day management of the current Load Estimator model ○ Activity associated with migration of the current RI Load Estimator to a RI-PPL designated shared drive ○ Activity associated with migration of the in-development RI Load Estimator to a RI-PPL designated shared drive ○ Support resolution of macro/VBA issues which includes routing and linking of both historical LE work projects (located in DFSROOT) and new projects to the designated RI-PPL shared drive • RI-Gas Internal Rate of Return (IRR) model

	<ul style="list-style-type: none">○ Activity associated with the day-to-day management of the current IRR model○ Activity associated with the migration of current RI IRR model to a RI-PPL designated shared drive○ Support resolution of macro/VBA issues which includes routing and linking of both historical IRR work projects (located in CIAC models), and new projects, to the designated RI-PPL shared drive● Reports<ul style="list-style-type: none">○ Activity associated with the day-to-day management of the existing Electric Connections reports and post-report processing activities○ Consult with Rover's Electric Connections and Service Provider's Reporting Center on the creation of new Electric Connections reports● Not to exceed 60 hours in a calendar month. Allocation of hours for activities listed above will be determined by Rover leadership. <p>Non-Standard Residential Electric Connections</p> <ul style="list-style-type: none">● Service Provider to continue to manage the Non-Standard Electric Connections work for a period of up to 90 days after Closing.● All Storms work requests and associated requirements and tasks associated with the scope of work outlined below.<ul style="list-style-type: none">○ All residential services 6 meters or less○ Residential Line Extension○ Residential 2nd Service○ Residential New Service, 6 meters or less, greater than 200 amps, any voltage, any phase, and/or more than 100' from pole, pad, handhole. (*Exception Temp Service)○ URD Infrastructure for Single Family Developments○ * Residential Temp Service - greater than 200 amps, any voltage, any phase, and/or greater than 50' from pole, pad, handhole (including invoicing)○ Residential Service Upgrade/Revamp/Relocation/Add meters(s) (up to 6 total), greater than 200 amps, any voltage, any phase and/or more than 100' from pole, pad, handhole (including any asset work)
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	<ul style="list-style-type: none"> ○ Residential POA moving 10' or more ○ Residential Multi-Family with 1-6 total meters (house meter +apartments) greater than 200 amps, any voltage, any phase and/or more than 100' from pole, pad, handhole. ○ Residential DPUBLIC requests <p>Service Exclusions:</p> <p>Rover's Regulatory Strategy team must coincidentally provide support for regulation and policy updates, mitigation planning, and stakeholder engagement.</p>
Transition Period:	9 Months

Electric Operations and Engineering

LEGAL TSA – Electric Operations and Engineering

070-EO: TRANSMISSION ASSET MANAGEMENT AND PLANNING 2

071-EO: TRANSMISSION LINE AND SUBSTATION SUPPORT SERVICES..... 4

072-EO: TRANSMISSION AND SUBSTATION ENGINEERING AND DESIGN..... 5

**073A-EO: ELECTRIC TRANSMISSION LINE, DISTRIBUTION LINE, SUBSTATION,
AND PROTECTION STANDARDS & WORK METHODS..... 7**

073B-EO: ELECTRIC LAB & FIELD TESTING..... 9

074B-EO: ELECTRIC METER SHOP 10

**076-EO: TRANSMISSION PLANNED MAJOR MAINTENANCE & CAPITAL
CONSTRUCTION..... 12**

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087-EO: ELECTRIC DISTRIBUTION CONTROL CENTER 26

089-EO: RIGHT OF WAY AND SURVEY ENGINEERING 27

090-EO: VEGETATION MANAGEMENT (TRANSMISSION AND DISTRIBUTION). 28

092-EO: EMERGENCY TRANSMISSION LINE SERVICES (TLS) 29

070-EO: Transmission Asset Management and Planning

ID	070-EO
Service:	Transmission Asset Management and Planning
Detail:	<p>Service Provider will make reasonably available during normal business hours its employees to support and perform Asset Management and Planning services related to Rover’s electric Transmission in a manner consistent with the provision of such services prior to Closing, in particular:</p> <ul style="list-style-type: none"> • Execute all transmission planning activities (under State, ISO-NE, NPCC, FERC and NERC) including performing all modelling and study work, identification of work scope into Asset Management process, adherence and support of compliance requirements and analysis of new transmission interconnection requests • Support the creation and management of area-based asset health, maintenance for targeted transmission system, substation and transmission equipment • Support project submission process for pool and non-pool transmission facilities including any competitive bidding process (FERC Order 1000 window) with the ISO-NE. Help in assessing all transmission alternatives including non-wires options. • Provide transmission planning support for new load interconnection requests and recommend infrastructure reinforcement as needed. • Conduct interconnection studies for new generation installed on distribution, sub-transmission, and transmission system and follow all established tariff processes to execute agreements and perform engineering and construction to accommodate the interconnection requests • Prepare proposed remediation solutions and investment grade estimates for planning initiatives and reliability reviews • Support compliance audit activity and retain all applicable evidence for future audits • Provide support and continue to pursue state regulatory filings for Siting of lines and any required reporting.

	<ul style="list-style-type: none"> • Support permitting and licensing activities as needed to ensure compliance with all regulations. • Support the need for existing as well as new Right of Way (ROW), future use land requests <p>Service Provider’s Transmission Commercial Services team supporting [NEP] shall act as the interface with all customers taking transmission service or interconnection service over Rover Transmission Facilities, including with regard to all responsibilities contemplated under Section 3.10 of the TOA, provided that NEP shall present any significant customer service issues to Rover and act in accordance with Rover’s direction with respect to such customer service issues.</p>
Transition Period:	12 months

071-EO: Transmission Line and Substation Support Services

ID	071-EO
Service:	Emergency Transmission Line and Substation Support Services
Detail:	<p>Service Provider will perform support services related to the work required for Transmission Lines and/or Transmission and Distribution Substations. Specifically, Service Provider agrees to perform the following activities:</p> <ul style="list-style-type: none"> • Provide ad hoc consultation and technical support services, including design workflow activities, for work on Transmission Lines and Transmission & Distribution Substations. • Provide ad hoc engineering consultation and technical support services for Protection, Substation Control Systems, and Telecom for work within T&D substation environments. • Provide ad hoc engineering consultation and services for Protection disturbance analysis related to unintentional / undesirable protective system operations. • Provide ad hoc consultation for Underground Transmission Engineering in order to support RI field supervisors during cable testing and fault finding. • Provide ad hoc consultation for Substation Spill Prevention Control and Countermeasure (SPCC) Plans, as required.
Transition Period:	12 months

072-EO: Transmission and Substation Engineering and Design

ID	072-EO
Service:	Transmission and Substation Engineering and Design
Detail:	<p>Service Provider will make available reasonably during work hours its employees to support and perform for Rover the following engineering and design services for specific Transmission projects along with consultation services in a manner consistent with the provision of such services prior to deal close. Refer to Appendices 072-EO-01 and 072-EO-02 for specific projects covered by this TSA.</p> <p>4.3 Scope Document (TSD) – Any project with a scope document due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department. The scope document and any existing project documents will be consolidated, and a project file turned over to Rover.</p> <p>Final Engineering Complete (FEC) – Any project with a final design due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department. The final design will then be turned over to Rover for accountability on the remainder of the project.</p> <p>Construction Complete (CC) – Any project with construction resources mobilized and a Construction Complete date due Day 1 +6 months or sooner will be finished / closed out by the applicable Service Provider engineering department.</p> <ul style="list-style-type: none"> • Overhead and Underground Transmission Line, Transmission and Distribution Substation, Protection and Substation Control Systems, and Telecom engineering and design services as defined by the NG Network Development Process Playbook for “Engineering” in stages 4.3, 4.4A, 4.4B and 4.5. This applies to all projects listed in Appendices 072-EO-01 and 072-EO-02. • Provide engineering services and support required for device control settings of Transmission and Substation circuit breakers associated with all projects listed in Appendices 072-EO-01 and 072-EO-02. • Acceptance of facilities and commissioning.

	<ul style="list-style-type: none"> • Overhead and Underground Transmission Line, Transmission and Distribution Substation, Protection and Substation Control Systems, and Telecom engineering and design project support including but not limited to: Design Workflow Activities, Invoice Processing; Change Order Processing; Minor Material Ordering, Coordination and Delivery; Project Work Order Close-out; Coordination and Tracking of Drawing Mark-ups/As-Builts. • Provide consultation and support services related to material specification and procurement. Includes both stock and non-stock material. • Assist project management team in development of construction and outage timeline and other associated tasks outlined in the NG Network Development Process Playbook for “Engineering” in stages 4.3, 4.4A, 4.4B and 4.5Administer contracts and contract changes, including non-environmental permits
Transition Period:	6 months

073A-EO: Electric Transmission Line, Distribution Line, Substation, and Protection Standards & Work Methods

ID	073A-EO
Service:	Electric Transmission Line, Distribution Line, Substation, and Protection Standards & Work Methods
Detail:	<p>Service Provider will make available its employees for consultation services to support Rover’s T&D Standards and Work Methods functions in a manner consistent with the provision of such services prior to Closing:</p> <ul style="list-style-type: none"> • To provide ad hoc consultation for prior and current Service Provider +Standards and Work Methods applicable at the time of deal close, including: Overhead Construction Standards, Underground Construction Standards, Electric Operating Procedures (EOP), Standards Bulletins, Work Methods Bulletins, Material Specifications (MS series), Transmission Specifications (SP series), Transmission and Protection Guidelines (GL series), Transmission and Protection Procedures (PR series), Protection Policy (PL Series), Transmission Protection Design Standards (ST Series), Low Profile Substation Standards, Substation Maintenance Procedures (SMP series). • To provide ad hoc consultation on any in-progress Standards and Transmission Line, Distribution Line, and Substation Work Methods addendums or changes. • To provide ad hoc consultation as Rover publishes updates to standards during the active TSA period, as applicable to in-flight projects. • Provide ad hoc consultation support as applied to design philosophies, storm hardening and best practices. • Provide ad hoc consultation and support services relative to compliance with industry standards (i.e., NERC, PRC, CIP) <p>Provide ad hoc consultation and support services for all related back-office systems required to support the maintenance</p>

	considerations for the aforementioned Standards and Work Methods documentation.
Transition Period:	6 months

073B-EO: Electric Lab & Field Testing

ID	073B-EO
Service:	Electric Lab & Field Testing
Detail:	<p>Service Provider will make available its employees to support and provide Electric Lab and testing services related to Rhode Island Transmission and Distribution system to Rover’s functions in a manner consistent with the provision of such services prior to Completion for operational and regulatory requirements:</p> <p>Meter Engineering will provide:</p> <ul style="list-style-type: none"> • Ad hoc consultation for prior and current Service Provider Standards applicable at the time of deal close and the routine maintenance and updating of the standards, as needed <p>Electric Lab and Field Testing will continue to perform:</p> <ul style="list-style-type: none"> • Woodson Test Services • EMF Testing Services • Power Quality Testing Services • UG Cable Testing (Lab) root cause analysis testing for failed sections sent from field • Infrared (IR) Testing • Testboard calibration • Test Result tracking for personal protective grounds • Data sharing for historic and current data <p>Rubber Goods Testing and Maintenance will continue to perform:</p> <ul style="list-style-type: none"> • Gloves, sleeves and blankets testing • Testing records sharing to Rover • Purchasing, warehousing, and dispositioning of Rubber Goods Inventory • Tracking, collection, shipping, receiving, and notification management of rubber goods to/from field • Labeling of rubber goods with due date and personnel name
Transition Period:	24 months

074B-EO: Electric Meter Shop

ID	074B-EO
Service:	Electric Meter Shop
Detail:	<p>Service Provider will provide the following services to Rover in a manner consistent with the provision of services prior to completion, in particular</p> <ul style="list-style-type: none"> • Manage inventory and logistics for electric meters (herein known as “meters”), CT/PT (current transformer / potential transformer), and CT/PT auxiliary equipment • Perform bench meter tests for: <ul style="list-style-type: none"> ○ Customer and regulator inquiries/complaints ○ Regulator-mandated testing programs ○ Pre-test reinstallation meters ○ Test certain percentage of new meters • Perform CT/PT testing for: <ul style="list-style-type: none"> ○ Test a percentage of new instrument transformers ○ Pre-test reinstallation instrument transformers ○ Field test 69KV combo units as needed • Program electronic meters • Provide general technical and maintenance support to Rover regarding meter application • Process meters for reuse in field after remove or exchange • Provide resources and services related to wholesale transmission and substation meters <p>Meter programs required by applicable regulatory authorities (does not apply to wholesale transmission)</p> <ul style="list-style-type: none"> ○ Coordinate with vendor to create a random list of installed meters by model to be exchanged ○ Feed list provided into Statistical Analysis program ○ Monitor test results by ANSI (American National Standards Institute) standards (remove outliers and creates separate reports as required by regulatory authorities ○ Create year end reports to be delivered to regulatory authorities. The reports will be submitted to the regulatory authorities by Rover

	<ul style="list-style-type: none">• Follow up for additional information requests by regulatory authorities
Transition Period:	24 months

076-EO: Transmission Planned Major Maintenance & Capital Construction

ID	076-EO
Service:	Planned Transmission Major Maintenance & Capital Construction
Detail:	<p>Service Provider will make available its employees to provide Rover with Project Development, Project Management and Construction services of significant Transmission Line, Substation and Distribution Line work where there is a project deliverable due Day 1 +6 months of TSA execution. Specifically, Service Provider agrees to provide Rover with the following support for the projects provided in Appendix 076-EO-01:</p> <ul style="list-style-type: none"> • 4.3 Scope Document (TSD) – Any project with a scope document due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department and overseen by Service Provider Project Development. This will conclude the 4.3 outputs from Project Development. The scope document and any existing project documents will be consolidated, and a project file turned over to PPL. • Final Engineering Complete (FEC) – Any project with a final design due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department and overseen by Service Provider Project Management. The final design will then be turned over to PPL for accountability of the remainder of the project. • Construction Complete (CC) – Any project with construction resources mobilized and a Construction Complete date due Day 1 +6 months or sooner will be finished and overseen by the Service Provider Project Management team and executed by the existing construction resources on the project. These resources could be internal Service Provider resources, Rover resources that conveyed as of Day 1, contractors or a combination thereof. Construction resources will remain on the project through the end of construction. • All projects owned through Construction Complete will be completely closed out by Service Provider Project Management.

	<ul style="list-style-type: none">• In all instances where TSD, FEC or CC is beyond Day 1 + 6 months and the activity is in flight, Service Provider will continue delivering the project and a turnover to Rover will occur no later than Day 1 +6 months.• In all cases, the deliverable will be based on whichever milestone comes first following Day 1.
Transition Period:	6 months

078-EO: Electric Transmission Network Control

ID	078-EO
Service:	Electric Transmission Network Control
Detail:	<p>Service Provider will provide the resources and systems to operate the RI Transmission Electric Network Control required on behalf of Rover in a manner consistent with the provision of such services prior to Completion:</p> <p>Operations – Service Provider will provide/maintain continuous monitoring and active control to ensure safe and reliable operation of the RI power grid under all conditions. Whether it's a planned event or a significant system disturbance due to weather events, terror attack or equipment failure, Service Provider team is responsible for responding and stabilizing the power grid to safe and reliable operating conditions. Activities should include but not limited to:</p> <ul style="list-style-type: none"> • include RI transmission system in Service Provider backup control center operations and planning • day to day operation of RI transmission system • maintain and direct the application of the Permit and Tag (i.e. TOLO) for work on RI transmission system • coordinate and direct the activities of transmission services crews, substation field crews (RI and mutual assistance) during system events and emergencies to restore customers and system integrity • utilize and maintain emergency procedures, utilize and maintain operating documents (i.e. operating instructions), coordinate as required with ISO-NE, and ensure compliance with FERC, NPCC, NERC, and ISO-NE requirements • Continue to follow Service Provider record retention policies pertaining to transactions on RI equipment • Continue to train and maintain RI transmission operators certifications • Write switching as need for planned and unplanned outages <p>Operating Tools and Systems – maintain the integrity of the Energy Management System (EMS) and all supporting applications (ex. iTOA/eLogger) and systems. Support is including but not limited to, network & SCADA model changes for system reconfigurations, and state estimator & contingency analysis</p>

	<p>maintenance, to meet (at minimum) all NERC, FERC, NPCC, and NE-ISO requirements</p> <p>Maintain all systems and protocols used to communicate with, but not limited to, the RI field crews, ISO-NE, foreign utilities, customers, distribution providers, municipals, and generators to meet FERC, NERC, NE-ISO, and all other regulatory entities. These systems would include, but are not limited to, radios, telephones, satellite phones, Everbridge, ARCOS</p> <p>Service Provider will adopt and adhere to any new processes and procedures established to support this transition</p> <p>Outage Coordination – Support for planned and unplanned outages including but is not limited to the following: Coordinate outage sequences and perform reliability studies. Update any media for new or retired equipment. Coordination and communication of outages to all stakeholders including but not limited to ISO-NE, foreign utilities, customers, distribution providers, and generators to meet FERC, NPCC, NERC, NE-ISO, and all other regulatory entities. Retain all record as required and turnover to PPL</p>
Transition Period:	24 months

079-EO: Mapping & Records

ID	079-EO
Service:	Mapping & Records
Detail:	<p>Service Provider will provide GIS/mapping, records, and records services in support of Rover's operations in a manner consistent with the support provided prior to Completion, in particular:</p> <p>GIS Map updates</p> <ul style="list-style-type: none"> • Smallworld updates/changes (698, 856, 858 STORMS Requirement related work) • 850 As-built and administration (850 STORMS Requirement) <p>Non-GIS records</p> <ul style="list-style-type: none"> • Provide existing records for a variety of maps by request to support Underground Utility Requests, but do not draw new petitions • Electrical drawings • Clerical and General Administration <p>Work Order Closeout</p> <p>Work Order Close Out Group will continue to provide and support with the following as they do today:</p> <ul style="list-style-type: none"> • Creating confirming work requests • Collecting field paperwork and updating GIS with meter numbers, serial numbers of transformers and mainline devices for scheduled built as designed work • Updating meter information in CSS for any meter removals, replacements, or installs • Providing paperwork to maps and records for scheduled work and confirming work request where GIS needs to be updated.
Transition Period:	24 months

080-EO: Meter Data Services

ID	080-EO
Service:	Meter Data Services
Detail:	<p>Service Provider will provide meter data services for all electric and gas endpoints in a manner consistent with the services provided prior to Completion, in particular as follows:</p> <ul style="list-style-type: none"> • Perform meter data collections related to all customer classes • Perform activities related to meter adds, changes, and removals • Provide collection routes and scheduling • Perform validation, estimation, and editing (VEE) of meter data • Perform updates in MV-90 as needed • Perform meter data storage activities • Distribute meter data to downstream functions • Manage and perform load research activities of aggregation and reporting • Manage exceptions, which includes estimate and troubleshooting services for no meter reads • Perform wholesale and retail settlement activities for ISO New England • Provide support for required SOX and regulatory reporting • Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover
Transition Period:	24 months

081-EO: NERC/NPCC-Reliability Compliance

ID	081-EO
Service:	North American Electric Reliability Corporation (NERC) and Northeast Power Coordinating Council (NPCC) - Reliability Compliance
Detail:	<p>Service Provider will make its personnel available to Rover as required to support and perform compliance related tasks to maintain compliance with NERC Reliability Standards, as well as the NPCC and ISO-NE requirements as outlined in Transition Work Plan, which will be updated throughout the transition period..</p> <p>In addition, Service Provider will provide assistance in Rover’s assessments, external reliability compliance reporting (in each case to the extent reasonably required and where the Service Provider process is being used on behalf of PPL). For future regulatory audits (e.g., FERC, NPCC, and ISO-NE), Service Provider will provide records retained from the audit period to demonstrate compliance, as requested.</p> <p>Service Provider will make available its subject matter experts for consultation on reliability compliance and issues related to Rover, including consultation related to the development of Rover’s own compliance program. Any changes or recommendations that would impact Rover’s compliance shall be reviewed by Rover.</p>
Transition Period:	24 months

082A-EO: Emergency Restoration Support

ID	082A-EO
Service:	Emergency Restoration Support
Detail:	<p>Service Provider will make available its employees when requested by Rover aligned with reasonable utility practices to support and perform the following restoration activities in an emergency event in Rhode Island in a manner consistent with the support provided prior to Closing, in particular:</p> <ul style="list-style-type: none"> • Provide resource coordination for the securing of external field restoration personnel in line with the terms set for the reasonable request of personnel by Rover • Execute customer service support, including systems, of inbound and outbound calls • Storm and Contractor Room dispatching • Damage Assessor, Wire down room support • Logistics support includes assistance limited to Staging Sites and Lodging/Meals arrangements • Distribute storm kits in the volume requested by Rover and rebuild used storm kits and store for future storms • Compile storm costs and supporting documentation for all expenditures related to the emergency even • Submit urgent storm requisitions • Perform storm card lifts and reconcile storm cards <p>In the event that Rover utility service has been disrupted by the elements, equipment malfunctions, accidents, sabotage, or any other occurrence in the electric system for which emergency assistance is deemed to be necessary or advisable, upon the request by Rover, Service Provider shall provide assistance to Rover as follows:</p> <p>Rover shall request that Service Provider contact its third party providers of emergency personnel (“Emergency Providers”)¹ and request that such Emergency Providers make a given number and type of emergency personnel available to Rover for a given period of time. Such requests by Rover as to the amount and type of emergency personnel and the period for which they would be made</p>

	<p>available must be reasonable and consistent with Rover past practices in similar circumstances.</p> <p>Service Provider shall use commercially reasonable efforts to promptly request that its Emergency Providers make available to Rover the resources requested by Rover; provided, that Service Provider shall have no obligation (a) to compel any Emergency Provider to agree to any request, (b) to manage any personnel provided by any Emergency Provider or accept any liability for any action or omission of the same or (c) to favor Rover over any of Service Provider's Affiliates. Company and Service Provider will work together to apply fair and equitable allocation of Emergency Providers resources.</p>
Transition Period:	6 months

083-EO: Transmission Aerial Inspection & Patrol

ID	083-EO
Service:	Transmission Aerial Inspection & Patrol
Detail:	<p>Service Provider will provide Transmission Aerial Inspection & Patrol services on an as-needed basis.</p> <ul style="list-style-type: none"> • For unplanned or emergent patrols resulting from line operations, upon notification, Provide management, coordination and administration of Transmission aerial helicopter for patrol services within 48 hours (or some time frame). • • For planned or unplanned inspection of transmission lines and assets, provide management, coordination and administration of Transmission aerial helicopter <p><u>Exclusions</u></p> <p>Excludes detailed comprehensive line inspections and aerial visual/infrared inspection of entire Rover Transmission circuits.</p>
Transition Period:	6 months

084-EO: Shared Telecom Network (STN)

ID	084-EO
Service:	Shared Telecom Network
Detail:	<p>Service Provider will provide Engineering, Operations, and Administration services related to the STN to Rover in a manner consistent with services provided prior to deal close and in accordance with Shared Telecom Network and other telecom lease agreements and obligations.</p> <ul style="list-style-type: none"> • Coordinate with Fiscal Agent (EverSource) to collect the net-out of STN billing charges between other STN partners • Provide adhoc engineering consultation and support services for Company Operations personnel to operate, monitor, and maintain the STN portion owned by Service Provider • Provide operations support and provide STN Management Committee and Operating Committee representation
Transition Period:	24 months

085A-EO: Distribution Pole Attachments

ID	085A-EO
Service:	Distribution & Transmission (Wireless) Pole Attachments & Streetlight Program
Detail:	<p>Service Provider will provide Attachments program management, and services as outlined below:</p> <p>Attachments program management:</p> <ul style="list-style-type: none"> • Perform Joint Ownership Pole and third-party attachment billing. • Manage all aspects of Distribution & Transmission Third-Party Attachments (ILEC, CATV, CLEC, Cell Tower Attachment, 4G, 5G (Wireless Antenna), Camera, Electric Vehicle Charging Stations (EVCS), Public/Private, etc.) - License Agreements, OH & UG Specifications/NESC requirements, Application process, Make-Ready Survey/Engineering/Construction/Permitting to meet FCC/PUC timelines, Invoicing Associated with Attachment Applications & Make-Ready Process, UG Conduit/Duct Pack Occupancy, One-Touch Make-Ready/Self-Help, Cost-Causer Billing, Attachment Rate Calculations/Rental Billing process, Delinquent Invoices, etc. <p>Wireless cellular attachment management:</p> <ul style="list-style-type: none"> • Manage all aspects of wireless license agreements, including attachments and fee-owned property sites.
Transition Period:	12 months

085B-EO: Outdoor Lighting

ID	085B-EO
Service:	Streetlight Program
Detail:	<p>Service Provider will provide Outdoor Lighting program management and services as outlined below:</p> <p>Outdoor Lighting program management:</p> <ul style="list-style-type: none"> • Manage all aspects of the Outdoor Lighting program, including, but not limited to Engineering Standards/Construction Guidelines, Contracts/Agreements, Tariffs, Streetlight Sales, LED Conversions, Communications with External Parties and Customers, Billing Processes, Regulatory inquiries and rate filings, Damage and Maintenance, mailbox inquiry.
Transition Period:	12 months

086-EO: Land Mobile Radio (LMR) and Microwave Systems

ID	086-EO
Service:	Land Mobile Radio (LMR) and Microwave Systems
Detail:	<p>Service Provider will make available for use its land mobile radio (LMR) and Microwave systems to Rover in a manner consistent with the FCC’s rules. Service Provider will also provide adhoc engineering consultation and support services at Company’s request to the extent required to maintain the aforementioned systems in a manner consistent with the provision of such services prior to Completion:</p> <ul style="list-style-type: none"> • Allow access and provide adhoc engineering consultation and support services for the maintenance of the existing LMR system • Provide adhoc engineering consultation and support services required to maintain microwave systems authorized by the FCC to operate in Rhode Island including: Lincoln, RI to Paxton / Northborough, MA; Lincoln, RI to West Bridgewater, MA; Exeter, RI to Johnston, RI; Johnston, RI to Providence, RI. • Ensure FCC licenses that are shared between Massachusetts and Rhode Island are appropriately maintained, including <ul style="list-style-type: none"> ○ Maintaining Service Provider’s status as FCC licensee in good standing ○ Maintaining all FCC licenses as active and in good standing ○ Complying with federal statutes and rules, regulations and policies of the FCC applicable to the licenses ○ Resolving in an expeditious manner any pending or threatened action by the FCC or any other government agency or third party to suspend, revoke, terminate or challenge the licenses
Transition Period:	24 months

087-EO: Electric Distribution Control Center

ID	087-EO
Service:	Distribution Control Center
Detail:	<p>Service Provider will make available distribution control systems and procedures to Rover needed to allow Rover support and perform the following Electric Network Control required to operate the Distribution in a manner consistent with the provision of such services prior to Completion:</p> <ul style="list-style-type: none"> • Distribution operating system maintenance and updates • Support or perform system operator training & qualifications
Transition Period:	24 months

089-EO: Right of Way and Survey Engineering

TSA ID:	089-EO
Service	Right of Way and Survey Engineering services as now supplemented by contract labor and internally managed.
Detail:	<p>Service Provider will provide Right of Way (ROW) and Survey Engineering services to support customer & capital projects for electric Transmission & Distribution (Tx & Dist), electric Sub-Transmission (sub-Tx), and Gas. ROW services include:</p> <ul style="list-style-type: none"> • Acquiring and managing property rights • Encroachment mitigation • Applications for third party use <p>Survey Engineering services include:</p> <ul style="list-style-type: none"> • Locating company rights and boundaries • Providing existing condition surveys for permitting, design, and property rights acquisition • Construction support services •
Transition Period	12 months

090-EO: Vegetation Management (Transmission and Distribution)

ID	090-EO
Service:	Vegetation Management (Transmission and Distribution)
Detail:	<p>Service Provider will make available employees to support and perform the following Transmission and Distribution services related to vegetation management in a manner consistent with the provision of such services prior to Completion:</p> <p>Vegetation Management Operations</p> <ul style="list-style-type: none"> • General supervision and management of the vegetation management program execution and strategy including planned work. • Assistance with the preparation of Transmission and Distributed related regulatory filings • Assistance with vendor management, including oversight, contracting and invoicing
Transition Period:	12 months

092-EO: Emergency Transmission Line Services (TLS)

ID	092-EO
Service:	Emergency Transmission Line Services
Detail:	Service Provider will make available employees to manage and ensure Transmission Line Services (TLS) are resourced to support all emergency response operations by repair of Narragansett Transmission Facilities as outlined in the Interim Transmission Asset Management Agreement (ITAMA).
Transition Period:	12 months

Employee Services

SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT ELECTRIC COMPANY)

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021-BS: Employee Services Support Center & HR Administration

TSA ID:	021-BS
Service:	Employee Services Support Center & HR Administration
Detail:	<p><u>Service Description:</u></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Oversight of Manager and Employee Self-service • Case/Issue Management (e.g., creation, routing, tracing, assignment, and closing of a case) • Research and troubleshoot data inaccuracies, and assist with problem resolution • Contact for inquiries and escalation of inquiries to HR Administration or Payroll Support for additional research/guidance, including, without limitation, with respect to any payroll-related disputes with respect to Business Employees that may arise after the Closing. • Contact for inquiries of HR Administration and Payroll, including escalated or disputed issues requiring additional research or HR guidance. • Complete processing functions of HR-related transactions: <ul style="list-style-type: none"> ○ Processing and assistance – initiates, validates, approves, updates, and/or documents personnel actions and employee master data <ul style="list-style-type: none"> ▪ Joiners (Union, Contractor) ▪ Movers (Job changes) ▪ Leavers (voluntary, involuntary, retirement) ▪ Leave of absence ▪ Compensation/Pay (salary, hourly rate, overtime eligibility, awards, APP codes, service date) ▪ Quota management (including allotment, carryover, vacation payouts) ▪ Employee personal data (address, direct deposit, tax withholdings, name, marital status, etc.) ▪ Tuition reimbursement ▪ Garnishments/Tax Levies

	<ul style="list-style-type: none">▪ Overpayment administration▪ Work schedules▪ Time corrections over 90 days in the past▪ Online W-2 and Pay Statement access/inquiries (Paperless Employee/ADP)▪ PRA Dates○ Provide administration, consultation, and specialist support of in-scope benefit and employee plans (as referenced in the 027-BS Benefits Administration TSA), which may include interface support, data entry, employee letters, and existing NG vendor relations.○ Contractor administration/maintenance on all Pontoon and non-Pontoon Managed Service Provider Contractor resource including hire, extension, and termination contractors that have/will need access to NG systems● User Acceptance Testing, coordination and support for scheduled/unscheduled maintenance across all systems utilizing HR data● Required union new hire reporting to US Health & Human Services <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none">● Recruitment● COVID-19 related exception/policies (including time entry)● Absence (disability) management, including Rhode Island TDI and sick leave calculations● Non-Employee Master Data information systems● Medical accommodations information, physical and drug screening records● Physical security clearance● Human Resources Administrative policies/procedures not dependent on Service Provider payroll or HRIS-specific applications or procedures● Contractor administration for those that do not require NG system access● Maintenance outside of regular Service Provider system updates● Any services related to employees outside of Rover (company code 5360) entity
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	<ul style="list-style-type: none"> • Processing and assistance for management new joiners (i.e., non-conveyed National Grid employees), including: initiating, validating, approving, updating, and/or documenting personnel actions and employee master data • Processing and assistance of Union joiners during hiring freeze (Closing – exit of 027-BS Benefits Administration TSA), including: initiating, validating, approving, updating, and/or documenting personnel actions and employee master data <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023

023-BS: HRIS - Organization and Position Management

TSA ID:	023-BS
Service:	HRIS - Organization and Position Management
Detail:	<p><i>Service Description:</i></p> <p>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</p> <ul style="list-style-type: none"> • Maintain organizational hierarchy as well as position management and corresponding relationships. This includes the Service Provider US enterprise structure, personnel structure, cost centers, organization units, positions, job code modifications, hierarchy updates, labor distribution, new job codes, position updates, and custom “Z” objects • Review reporting and monitoring against standards to mitigate issues and risk <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Line manager restructuring with regards to system changes for organizational hierarchy change requests by Rover. Changes will be exception based and will require joint agreement. • Any services related to employees outside of Rover (company code 5360) entity <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023

024-BS: HRIS – Reporting

TSA ID:	024-BS
Service:	HRIS - Reporting
Detail:	<p><i>Service Description:</i></p> <p>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</p> <ul style="list-style-type: none"> • Reporting provided by HRIS/Employee Services is specific to reporting from SAP ECC/BI/Hana environments • Rover requested reports that will be supported during the TSA are as follows: <ul style="list-style-type: none"> ○ Union Roster Reports for all 3 Unions (or any other report needed to provide to the Unions consistent with current practice) ○ Personnel Actions/Job Assignment Changes ○ Termination and Retirements ○ Salaried Roster Report (much like the Union roster including salary, hire date, job seniority dates) ○ Payroll benefit deduction withholdings after each payroll <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Contractor data includes limited demographic information. Benefit enrollment data/details that are maintained outside of the core SAP system should be accessed via external vendors. • Supply Chain and Finance data housed in SAP • Any services related to employees outside of Rover (company code 5360) entity <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023

025-BS: HRIS - Technology Support Services

TSA ID:	025-BS
Service:	HRIS - Technology Support Services
Detail:	<p><u>Service Description:</u></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Provide centralized HRIS technology support consistent with current processes for existing HR programs which may include application support, interface issues, and user access • Direct coordination with Third Party Administrators (“TPAs”) with regard to existing interfaces reliant on HR data (e.g., employee master data, benefit related data) • Oversight of integration related services with regards to HR data (e.g., employee master data, benefit related data) • HR technology subject matter expert and liaison for the HR Department with IT and Finance departments. Monitors and participates in HRIS system updates and Personnel Action forms per current practice noting that potential product design changes or newly implemented Service Provider programs may require use by conveyed employees and/or by Rover • Performs verification and investigates and resolves questions and problems to ensure accuracy and completeness <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Above service descriptions applicable only to systems, applications, or interfaces still managed by Service Provider and excludes any significant system or interface changes, reverse file feeds, and new integrations requested by Rover • UK specific systems • Any services related to employees outside of Rover (company code 5360) entity <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023

026-BS: Employee Records & Information Requests

TSA ID:	026-BS
Service:	Employee Records and Information Requests
Detail:	<p><i>Service Description:</i></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • If Rover is unable to respond to request, Service Provider will provide support for employees who are in the Service Provider system of record: • Respond to ad hoc information requests for subpoenas and subpoenas ducas tecum (e.g., wage reports, work history, pay statements) • Respond to regulatory information requests on behalf of employees • Request and conduct an initial review of employee files to assist in legal reviews • Provide required documentation to Records Management to update employee file • Facilitate maintenance, release, and transport of records and information in accordance with legally mandated retention requirements, regulations and standards to mitigate issues and risk • Provide support for employee verification processes to the extent not covered by a third-party vendor <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Provide or deliver any legal advice to employees, attorneys, or governing bodies • Physical storage of employee files • Complete background checks • Any services related to employees outside of Rover (company code 5360) entity <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023

027-BS: Benefits Administration

TSA ID:	027-BS
Service:	Benefits Administration
Detail:	<p><i>Service Description:</i></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Oversight of third-party administrator (“TPA”) for health and welfare administration and benefits counseling to include, but not limited to, initial enrollment, annual enrollment, changes, terminations, benefit options, eligibility and benefit deductions for conveying employees, retirees, and surviving dependents Exception handling for benefits counseling • Facilitate research and escalations related to health and welfare inquiries • Participate in testing, training and change management processes for existing systems and current processes required by Service Provider, which may include application support, interface issues, and user access • Provide the capability to report employee participation in benefits programs • Ad hoc knowledge transfer to support Rover with any retirement planning sessions facilitated for prospective retirees • Death processing including detailed review of each individual situation to assess further benefits due, followed by preparation and sending of condolence letter • Coordination with all necessary parties (internal partners and/or vendors) to ensure transition of pension payments, survivor benefits and support throughout the death process • Provide Rover/Alight the required information for 2022 ACA Compliance Reporting, which includes benefits enrollment information from 1/1/22-5/31/22 and FTE status from full 2022 year • Provide administrative support of benefit plans, including data entry in SAP, letters to employees, vendor relations, etc. These actions and any updating of deduction amounts and retroactive deductions by the Health and Welfare (H&W) team will cease upon the end of this Benefits Administration TSA. H&W changes made at Alight and individual requests will be handled during the payroll TSA through

	<p>the interface or with Rover using the payroll upload process through the Employee Services mailbox.</p> <ul style="list-style-type: none"> • Provide oversight of the following third-party administrators <ul style="list-style-type: none"> ○ Student loan repayment (managed by Tuition io) ○ Caregiver benefits (managed by Bright Horizons for Management employees) ○ COBRA Health Insurance (managed by HealthEquity/WageWorks) • Facilitation of the health and welfare vendor payment process for administrative services and claims through this Benefits Administration TSA <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Above service descriptions applicable only to benefit plans still managed by Service Provider and excludes any new benefit plans or vendor relationships set up by Rover • Benefit administrators are prohibited from making recommendations or decisions regarding employee/retiree benefit selections • Communications content to support benefit counseling needs associated with exception handling <p>Strategic planning relating to Rover’s open enrollment planning cycle upon TSA completion</p> <ul style="list-style-type: none"> • Excluded oversight of the following TPAs: <ul style="list-style-type: none"> ○ Employee Assistance Program (“EAP”) (managed by CCA) ○ Death of a dependent (managed by TPA) • Any services related to employees outside of Rover (company code 5360) entity or any new hires starting the month before Closing date <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • Service Provider ES Support Center: Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time • MetLife: Monday – Friday, 8:00 a.m. – 11:00 p.m. Eastern Standard Time
Transition Period:	Services provided for up to 6 months after Closing

028-BS: 401(k) Administration

TSA ID:	028-BS
Service:	401(k) Administration
Detail:	<p><i><u>Service Description:</u></i></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Oversight of third-party administrator (“TPA”) to include, but not limited to eligibility, benefit options, initial enrollment, annual enrollment, changes, terminations, and benefit deductions • In accordance with payroll processing, weekly and monthly reconciliation and funding of all Rover Core and employer matching contributions to individual retirement savings accounts with Vanguard • In collaboration with Vanguard, provide data to Rover for them to complete annual non-discrimination compliance testing • Provide data to Rover for them to complete annual true-up testing for eligible populations • Case management escalations and analysis of employee questions/issues for Vanguard escalations • Assisting Vanguard with data requests relating to Qualified Domestic Relations Orders (“QDROs”) for QDROs initiated prior to 2011 for Alternate Payees • Provide the capability to report employee participation in benefits programs • Provide administrative support of 401(k) plans, including data entry in SAP, letters to employees, vendor relations, etc. <p><i><u>Service Exclusions:</u></i></p> <ul style="list-style-type: none"> • Above service descriptions applicable only to retirement plans administered by Service Provider vendors and excludes any new retirement plan designs or new vendor relationships set up by Rover • Financial advice on match deferral elections and investment choices is prohibited • Any services related to employees outside of Rover (company code 5360) entity

	<p><u>Hours of Operation:</u></p> <ul style="list-style-type: none">• Service Provider ES Support Center: Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Time• Vanguard: Monday – Friday, 8:30 a.m. – 9:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023, to be bundled with payroll and HRIS TSAs

029-BS: Pension Administration

TSA ID:	029-BS
Service:	Pension Administration
Detail:	<p><u>Service Description:</u></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Oversight of third-party administrator (“TPA”) to include, but not limited to eligibility, changes, terminations, and benefit deductions for existing Service Provider vendors • Case management and analysis of employee questions/issues • Vendor management and oversight of benefit calculation escalations, • Administration of Qualified Domestic Relations Orders (“QDROs”) • Ongoing maintenance of retiree payroll address changes • Provide administrative support of pension plans, including data entry in SAP, letters to employees, vendor relations, etc. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Above service descriptions applicable only to retirement plans administered by Service Provider vendors and excludes any new retirement plan designs or new vendor relationships set up by Rover • Any employee who does not meet Service Provider qualifications to be enrolled in a pension plan • Any services related to employees outside of Rover (company code 5360) entity • Vendor and invoicing management, ongoing review of fees <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Time
Transition Period:	1/6/2023, to be bundled with payroll and HRIS TSAs

030-BS: Retirement Administration

TSA ID:	030-BS
Service:	Retirement Administration
Detail:	<p><i><u>Service Description:</u></i></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Oversight of third-party administrator (“TPA”) to include, but not limited to, eligibility, changes, terminations, and benefit deductions • Provide the capability to report employee participation in benefits programs • Ad hoc knowledge transfer to support Rover with any retirement planning sessions facilitated for prospective retirees • Case management and analysis of employee questions/issues as escalated to Service Provider by TPA • Review of post-employment benefit eligibility after employee has initiated the process with Pension Services through 5/1/2022 • Outreach to employee and supervisor/manager with application for retirement • Sending of post-employment benefits package following receipt of completed application • Tracking of upcoming retirement and/or revocation to ensure for accurate and timely processing and subsequent pension benefit commencement • Support TPA for processing disability retirements, if applicable • Provide administrative support of retirement plans, including data entry in SAP, letters to employees, vendor relations, etc. <p><i><u>Service Exclusions:</u></i></p> <ul style="list-style-type: none"> • Above service descriptions applicable only to retirement plans still managed by Service Provider and excludes any new retirement plans or vendor relationships set up by Rover • Facilitation or participation in any individual retirement meetings; questions are handled through case management to the designated subject matter expert and/or vendor • Facilitation or participation in any retirement planning sessions for prospective retirees

	<ul style="list-style-type: none">• Any services related to employees outside of Rover (company code 5360) entity <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none">• Monday – Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	1/6/2023, to be bundled with payroll and HRIS TSAs

031-BS: Time Governance

TSA ID:	031-BS
Service:	Time Governance
Detail:	<p><u>Service Description:</u></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Time entry monitoring and adjustments prior to payroll processing including follow-up with employees and managers on unentered time and related issues to ensure time is validated and approved, and system issues (e.g., due to auto-populate, auto-approve, time transfer) • Provide guidance to timekeepers around schedules and pay, based on rules contained within union contracts • Manage Car Allowance program for monthly management employees with third party vendor MOTUS, to the extent Rover will provide this program post-Closing <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Any services related to employees outside of Rover (company code 5360) entity • EV Central Program eligibility and reimbursement <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • Monday – Friday 7:00 a.m. – 5:00 p.m. EST
Transition Period:	1/6/2023

032-BS: Payroll Processing

TSA ID:	032-BS
Service:	Payroll Processing
Detail:	<p><u>Service Description:</u></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Pay employees for time worked and other payments as defined in collective bargaining agreements and company policies consistent with current practice (e.g., weekly and monthly payroll cycles, treasury and ADP file transmissions) • Service Provider will have administrator access for Citibank portal and will share information via email with Rover Treasury • Withhold and remit voluntary and statutory tax and general deductions in accordance with company policy, tax and labor rules/laws • Payroll processing various reimbursement programs and policies (e.g., tuition, adoption assistance) • Limited off-cycle payroll processing consistent with current practice (e.g., Annual Performance Plan Awards and other large volume payments not to be included in regular payroll processing, balance adjustments, year-end adjustments) • LTPPS - Provide the estimated tax withholdings so the broker knows how many shares to sell to cover the tax, as well as processing the actual taxable values through payroll once they vest. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Pension payments • Travel and expense reimbursements • Payments to contractors • Balance account reconciliations • Any services related to employees outside of Rover (company code 5360) entity <p><u>Hours of Operation:</u></p> <ul style="list-style-type: none"> • Monday – Friday 7:00 a.m. – 5:00 p.m. EST

Transition Period:	1/6/2023
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033-BS: Period End Payroll Tax Forms Processing

TSA ID:	033-BS
Service:	Period End Payroll Tax Forms Processing
Detail:	<p><i><u>Service Description:</u></i></p> <p><i>Services listed below to be provided for all employees under company code 5360 and are employed by Rover during TSA period.</i></p> <ul style="list-style-type: none"> • Prepare and provide accurate tax filing documents (e.g., W-2, W-3) to employees and file with Social Security Administration in accordance with federal and state tax laws and deadlines (e.g., Form SSA) including quarterly tax filing reporting, reconciliations, submissions, and payments <p><i><u>Service Exclusions:</u></i></p> <ul style="list-style-type: none"> • 1099 Forms for retired employees receiving pension payments from a third party or other non-employees • Journal entries • Sign-offs for Quarterly Tax filings and Amended Returns • Any services related to employees outside of Rover (company code 5360) entity <p><i><u>Hours of Operation:</u></i></p> <ul style="list-style-type: none"> • Monday – Friday 7:00 a.m. – 5:00 p.m. EST
Transition Period:	1/31/2023

034-BS: Audit Support for Employee and Retirement Benefit Plans

TSA ID:	034-BS
Service:	Audit Support for Employee and Retirement Benefit Plans
Detail:	<p><i>Service Description:</i></p> <p>Services listed below to be provided for all employees under company code 5360, individuals transferring to Rover Service Company as part of transaction and are employed by Rover during TSA period.</p> <ul style="list-style-type: none"> • Provide Service Provider system data to Rover to allow Rover to perform Sox controls and annual audits for 401(k), Health and Welfare Benefit Plans, and Pension for conveying employees and retirees. This data includes: <ul style="list-style-type: none"> ○ Payroll process reporting for employee contributions • Provide data or reports, if required, if Department of Labor (DOL) audit is initiated via the Employee Benefits Security Administration (EBSA). • If needed, provide assistance with collecting current and historic data or reports required for Rover to complete of Form 5500 filings <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Any services related to employees outside of Rover (company code 5360) entity and individuals transferring to Rover Service Company as part of transaction <p><i>Hours of Operation:</i></p> <ul style="list-style-type: none"> • Support is available from Monday – Thursday, 7:00 a.m. – 6:00 p.m., Friday, 7:00 a.m. – 5:00 p.m. Eastern Standard Time Monday – Friday 7:00 a.m. – 5:00 p.m. EST
Transition Period:	3/1/2024

Energy Procurement

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Service Provider's obligation to provide the Services set forth in this Schedule is conditioned upon Rover (or any applicable Affiliate thereof) executing and delivering all documents, instruments, and agreements (including the Agency Letter in substantially the form attached as Exhibit A hereto), as counterparties and other relevant persons to transactions related to the Services shall from time to time request or require, and taking all such actions as are necessary or appropriate, to grant, evidence or confirm the power and authority of Service Provider (or any applicable Affiliate thereof providing Services) to transact and act on behalf of Rover (or any applicable Affiliate thereof) for the purposes of performing the Services set forth in this Schedule.

051a-FIN: Middle Office Support for Gas Procurement Activities

TSA ID:	051a-FIN
Service:	Middle Office Support for Gas Procurement Activities
Detail:	<p>Service Provider shall continue to provide middle-office compliance, risk management and data system support services related to the procurement of gas commodity. Middle-office services specifically relate to:</p> <ul style="list-style-type: none"> • Maintain energy risk data systems, tools, and related interfaces, including Allegro/Horizon, providing IT support and details of any significant changes made to the energy transaction risk management system/ interfaces for the following functionality: trade entry, confirmations, contract administration, credit operations, risk reporting, segregation of duties and access rights, gas scheduling, market prices, valuations, settlement, invoicing to SAP • Deal Confirmations • Regulatory Reporting • FERC compliance monitoring • Fixed price deal reporting to publications (FERC regulated), provided that Rover agrees to continuing this activity • Credit support and analysis and reporting • Independently verify hedging volumes • Margining and collateral exchange, including receiving letters of credit and parent guarantees from counterparties • Developing, verifying, and reporting on forward curves • Mark-to-market valuation and reporting • Market, Operational, and Credit Risk reporting, excluding VAR metrics and probabilistic analysis • Monitor compliance with approved US Energy Commodity Risk Management Policy and Transaction Strategies and amend its policy and procedures as applied to The Narragansett Electric Company and as provided in Rover's Risk Management Program

	<p>for the Narragansett Electric Company - Energy Commodity Risk Management</p> <ul style="list-style-type: none"> • Calculate incentives related to Gas Cost Volatility program • Issuing weekly Rhode Island Natural Gas, Power, and Credit Risk Reports • Performing quarter-end financial GAAP valuations and reporting activities • Provide reports as set forth in the – Service Provider / Rover joint blueprint document for the Transfer of Data for Reporting Process and any reasonable reports as requested by Rover • Collect and maintain sales tax exemption certificates from counterparties
Transition Period:	24 months

051b-FIN: Middle Office Support for Electric Procurement Activities

TSA ID:	051b-FIN
Service:	Middle Office Support for Electric Procurement Activities
Detail:	<p>Service Provider shall continue to provide middle-office compliance, risk management and data system support services related to the procurement of electric commodity. Middle-office services which are further explained in Process Blueprint documentation specifically include:</p> <ul style="list-style-type: none"> • Maintain energy risk data systems, tools, and related interfaces, including Allegro/Horizon, providing IT support and details of any significant changes made to the energy transaction risk management system/ interfaces for the following functionality: trade entry, confirmations, contract administration, credit operations, risk reporting, segregation of duties and access rights, market prices, valuations, settlement, invoicing to SAP • Negotiating commercial terms of base commodity contracts: MPAs and Master Certificate Purchase/Sale agreements pursuant to the Agency Letter in the form attached hereto as Exhibit A • Complete Deal Confirmation activities (RECs, FRS contracts and Capacity Deals) • Provide pricing for RECs for quarter end reporting • Complete credit support and analysis and reporting • Monitor Load Bid Performance Metric • Complete all margining and collateral exchange responsibilities, including receiving letters of credit and parent guarantees from counterparties • Developing, verifying, and reporting on forward curves • Complete mark-to-market valuation and reporting • Complete Market, Operational, and Credit Risks reporting, excluding VAR metrics and probabilistic analysis • Monitor compliance with approved US Energy Commodity Risk Management Policy and Transaction Strategies and amend its policy and procedures as applied to Rover and as provided in Rover's Risk Management Program for Rover - Energy Commodity Risk Management • Calculate settlement of QF power contracts in Adapt2 and facilitate settlement in Allegro • Calculate settlement of FRS contracts in Allegro • Issuing weekly Rhode Island, Power, and Credit Risk Reports • Provide reports as set forth in the Service Provider /Rover joint blueprint document for the Transfer of Data for Reporting Process and any reasonable reports as requested by Rover

	<p><i>Team Access & Support:</i></p> <ul style="list-style-type: none">• Service Provider shall provide access to one or more members from each of Service Provider's teams conducting activities included in this TSA, as applicable, including, for example, to those who are currently, or were previously, fact witnesses in a regulatory proceeding, technical session, working group, related litigation matter, or other activities included in this TSA.
Transition Period:	24 months

051c-FIN: Back Office Support for Energy Procurement Activities

TSA ID:	051c-FIN
Service:	Back-Office Support for Energy Procurement Activities
Detail:	<p>Service Provider shall continue to provide back-office compliance and accounting services related to the procurement of gas and electric commodity. Back-office services specifically relate to:</p> <ul style="list-style-type: none"> • Settlement of electric and gas commodity physical and financial transactions • Producing and reconciling invoices, and sending them to SAP • Renewable energy credit accounting • Monthly journal entries, including those related to accounts payable, accounts receivable, gas storage and National Grid Natural Gas Portfolio Earnings Plan (NGPMP) • Assess whether new and amended physical electric and gas contracts qualify as derivatives • Quarterly journal entries to record mark to market valuation of financial trades and physical contracts assessed to be derivatives <ul style="list-style-type: none"> • Executing Internal Financial Controls related to electric and gas commodity – both physical and financial • Account reconciliations for gas storage and energy use • Liaison with external auditor • External reporting including State page reporting and quarterly 552 annual filings and annual 549D quarterly filings. • Internal financial reporting on energy expense and revenue Gas Operations and Electric Operations leaders and Energy Procurement team. • Tracking and reconciling daily brokerage accounts including processing payable and receivable uploads • Processing payable and receivable uploads for Over the Counter (OTC) collateral <p>Internal financial reporting on energy expense and revenue to Gas Operations and Electric Operations leaders and Energy Procurement team.</p>
Transition Period:	24 months

101A-EP: Gas Load Forecasting

ID	101A-EP
Service:	Gas Load Forecasting
Detail:	<p>Service Provider will make available its employees to provide Load Forecasting on behalf of Rover in a manner consistent with the provision of such services prior to Completion, including:</p> <ul style="list-style-type: none"> • Determine retail and wholesale natural gas requirements once a year on June 15: <ul style="list-style-type: none"> ○ Retail demand forecast – monthly forecast of customer load requirements for residential, commercial & industrial, and sales service and transportation services <ul style="list-style-type: none"> ▪ 10-years ahead at company-level ○ Wholesale requirements forecast – daily forecast of customer load requirements at the city-gate. This forecast aligns the monthly retail demand forecast to the most recent 12 months. Forecasted under normal, design, and cold snap conditions <ul style="list-style-type: none"> ▪ 10-years ahead at company level ▪ 5-years ahead at zip-code level for the design day only • The preparation of the retail and wholesale gas load forecast as described above includes the following: <ul style="list-style-type: none"> ○ Data: Obtain necessary data from billing systems including monthly volumes and customer counts by rate code and zip code. Obtain necessary daily sendout and weather data from gas control. Obtain historic and forecasted demographic and macroeconomic data from Moody’s. Obtain historic and forecasted oil, gas, and electricity prices. In the event that any of this data becomes the responsibility of Rover during the transition period, Rover will be responsible for providing Service Provider with this data in a timely manner in the appropriate format. ○ Distributed resource estimates: Historic and projected impacts for energy efficiency, electrification of heat, and demand response will be provided by Rover to Service Provider by February 15 to be included in the forecast that will be delivered by June 15 of the same year, if Rover wants the impact of these programs reflected in the retail and wholesale gas load forecast. These impacts will be provided

	<p>to Service Provider in the same format that has been historically used.</p> <ul style="list-style-type: none">○ Model development: Service Provider will create econometric models by rate class to be used as the basis for the retail forecast. The retail and wholesale gas load forecasts will be developed consistent with the methodologies described in the 2021 Long Range Resource and Requirements Plan. To ensure the integrity of the forecast, the forecast is developed independently by the Economics & Gas Load Forecasting team without any internal or external influence.○ Variance analysis: Service Provider will periodically perform a variance analysis to determine the difference between actual and forecasted values. Service Provider will do this at the same cadence that it produces the variance analyses for the other Service Provider operating companies. This is typically on a weekly basis for December through February for the wholesale forecast, and on a monthly basis for the retail forecast throughout the year; however some reports may be delayed or skipped based on data quality, weather conditions, and competing responsibilities of the team.○ Delivery to internal stakeholders: The wholesale forecast is provided to Gas Supply Planning and Gas Asset Management. The retail forecast is provided to Regulatory Pricing. The zip-code level forecast is provided to Gas Asset Management. The forecast will be provided to other teams by request (for example the Energy Efficiency team, the Finance team).● Compliance and Regulatory Support<ul style="list-style-type: none">○ Effectively represent Rover in regulatory proceedings (e.g. annual Gas Cost Reconciliation (“GCR”), annual Long-Range Resource and Requirements Plan (“LRP”) dockets) through written filings, data request responses, and live testimony, and by representing Rover in day-to-day interaction with RIPUC and RI division; and by responding to directives from the regulators to modify the company’s methodologies and approach to forecasting.○ Prepare and file in a timely manner all periodic submissions as per PUC Rules.● When employees from Service Provider are asked to be witnesses on policy questions or otherwise, they may only do so as part of a panel with Rover witnesses.
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	<p>Service Exclusions:</p> <ul style="list-style-type: none">• Economics impact analysis will not be provided. Representation in regulatory proceedings outside of the ordinary course of business and bespoke forecast scenarios shall not be covered under this TSA (For example, but not limited to: additional analysis related to Aquidneck Island or other long term capacity analyses; additional policy based bespoke scenarios).
Transition Period:	24 Months

101B-EP: Electric Load Forecasting

ID	101B-EP
Service:	Electric Load Forecasting
Detail:	<p>Service Provider will make available its employees to provide Load Forecasting on behalf of Rover in a manner consistent with the provision of such services prior to deal close, including:</p> <p>For the first 12 months of the TSA period:</p> <ul style="list-style-type: none"> • Determine daily and long-term electric requirements: <ul style="list-style-type: none"> ○ Retail Sales Forecasting includes the following forecasts by company, revenue class, and rate code: <ul style="list-style-type: none"> ▪ 15-year ahead monthly forecasts ▪ Pre- and Post-Distributed Energy Resources (DERs) ▪ The Retail Sales Forecast shall be delivered on an annual basis, usually in September / October timeframe ○ Supply Forecasting includes: <ul style="list-style-type: none"> ▪ At wholesale level <ul style="list-style-type: none"> • Provider type (competitive supplier or company) • Revenue class (residential, commercial, and industrial) • By Calendar month ▪ Deliver on an annual basis, usually in September / October timeframe ○ Peak Forecasting includes: <ul style="list-style-type: none"> ▪ 15-years ahead for summer and winter ▪ Hourly load profiles <ul style="list-style-type: none"> • Peak day: summer and winter • Typical day: weekday and weekend by season • By scenarios: <ul style="list-style-type: none"> ○ Weather (normal, extreme, climate change) ○ DERs, Base. High & Low, as appropriate ▪ Annual load growth rate for Power Supply Areas (PSAs)

	<ul style="list-style-type: none"> <ul style="list-style-type: none"> ▪ Deliver on an annual basis, usually in October / November timeframe ○ Day Ahead Forecasting in the interval of one hour using weather forecast <ul style="list-style-type: none"> ▪ Deliver five-day hourly forecasting load for Residential twice a day. ▪ Deliver five-day hourly forecasting load for Commercial twice a day. ▪ List Residential and Commercial daily loads (i.e., the sum of hourly loads) that are forecasted at different previous time points, which helps confirm if re-bidding would be needed. ● Compliance and Regulatory Support <ul style="list-style-type: none"> ○ Develop, prepare, and submit electric demand forecasts, customer requirements forecasts ○ Prepare and file in a timely manner all periodic submissions as per PUC or Division rules, regulations, practice or precedent, working groups, and technical sessions. ● Internal Budgeting and Planning Support. Provide a dedicated group of analysts to model and forecast electric demand and customer requirements and assist in preparation of supply plans that satisfy those requirements in support of the company's revenue forecasting and budgeting function and the distribution system planning functions. Modeling and forecasting include the following activities: <ul style="list-style-type: none"> ○ Database Management - Obtain all internal and external data, and maintain the appropriate data bases used in the analysis and effort to build the forecast models. The data include but are not limited to: <ul style="list-style-type: none"> ▪ CSS billing data ▪ ISO settled load ▪ Daily weather information ▪ Moody's Economic forecasts ▪ Energy Price forecasts ▪ Distributed Energy Resources history and forecasts ○ Model Development - Build the statistical models that are used to forecast demand by customer class and rate class and customer requirements for the system as a whole
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	<ul style="list-style-type: none"> ○ Data Analysis - Analyze the results of the demand forecasts and customer requirements forecasts against actual performance to test the accuracy of the models and the forecast methodologies ○ Internal Interface – Respond to internal inquiries for data and ad hoc analysis on historical data and forecasts in support of various departments. <p>For the second 12 months of the TSA period, Service Provider shall provide data necessary for Rover to prepare any load forecasts to the extent that such data has not already been transitioned to Rover.</p> <p>Service Provider will provide access to one or more members from each of Service Provider’s teams conducting activities included in this TSA, as applicable, including, for example to those who are currently, or were previously, fact witnesses in a regulatory proceeding, technical session, working group, related litigated matter, or other activities included in this TSA.</p>
Transition Period:	24 Months

102-EP: Gas Procurement Services - General

ID	102-EP
Service:	Gas Procurement Services - General
Detail:	<p>Service Provider will provide the following gas planning and procurement services in a manner consistent with the provision of such services prior to Completion: These services shall include:</p> <ul style="list-style-type: none"> • Gas supply planning according to 5-Year, near-term and short-term, peak hour, and other gas supply planning criteria including design weather, including daily planning in conjunction with Gas Control; • Pipeline and upstream capacity (transportation and storage requirements) • LNG delivery and transportation requirements as needed, commodity procurement (including determination of base load purchases by pipeline, swing purchases by pipeline, storage injections/ withdrawals, purchases for LNG liquefaction); • Request for Proposal (RFP) solicitation and evaluation; • Gas contracting (e.g., NAESBs and interstate pipelines) in compliance with DoA: <ul style="list-style-type: none"> ○ Maintain existing gas contracts for interstate pipeline transportation, storage and gas supply purchase agreements ○ Referral and input on opportunities and requests to Rover for new gas supply services including execution of NAESBs, participation in new supply projects and negotiation of new contracts ○ Identify and analyze opportunities to acquire long-term supply and pipeline capacity ○ Provide input in federal regulatory proceedings to develop position for interstate pipeline service portfolio ○ Determine assets to be managed under an Asset Management Arrangement (AMA); develop, issue and evaluate RFP for such services. Manage AMAs, as needed. ○ LNG: <ul style="list-style-type: none"> ▪ Maintain approved LNG vendor list ▪ Development of bids (RFPs) and bid evaluation criteria

	<ul style="list-style-type: none"> ▪ Support contracting for product and transportation (portable and non-portable) storage and portable storage equipment, and liquefaction and vaporization if any • Procurement and capacity modeling Scenario analysis, ongoing portfolio analysis, transportation and storage capacity analysis, and procurement (supply) analysis via SENDOUT; • Support for internal and external reporting for programs existing prior to Completion or as may be required by the RI Division or PUC during the Transition Period; • Support state and federal regulatory filings compliance. <ul style="list-style-type: none"> ○ Provide input required by Rover for preparing regulatory filings / responding to data requests/ receiving contract approvals ○ When employees from Service Provider are asked to be witnesses on policy questions or otherwise, they may only do so as part of a panel with Rover witnesses. • Provision of pricing inputs as specified below: <ul style="list-style-type: none"> ○ Default Rate Calculation: Monthly Contract Index for Algonquin & Tennessee ○ Monthly GCR Deferred Report: Monthly Gas Supply Forecast ○ Annual GCR Filing: Annual Gas Supply Forecast ○ Capacity Allocators: Annual Peak Day Portfolio Breakdown • Support middle and back offices relating to accounting; credit support and cash flow analysis and data access in Horizon with respect to monthly closes and any of the gas procurement services • After Day 1, Service Provider and Rover agree to discuss and mutually agree on the specific manner in which Service Provider will provide training support for gas procurement services described in this section, to the extent reasonably requested. Such support could include, but is not limited to, providing input on Rover candidate selection, hiring and training of certain roles on behalf of Rover (Delayed Hires), and/or facilitation of knowledge transfer and training to employees of Rover
Transition Period:	24 Months

103A-EP: Energy Transactions (Physical Transactions)

ID	103A-EP
Service:	Energy Transactions (Physical Transactions)
Detail:	<p>Service Provider will make available its employees to support Rover’s Energy Transactions (Physical) programs in a manner consistent with the provision of such services prior to Closing, including:</p> <ul style="list-style-type: none"> • Physical transactions include • Execute supply plan (daily and short-term) based on demand outlook. • Purchase monthly base load and daily spot natural gas supply to meet gas customer requirements. • Exercise supply calls pursuant to Asset Management Arrangements and long-term supply options. • Carry out scheduling of physical transactions so that Gas is scheduled for delivery from point of purchase and nominated/delivered to Rover’s city-gate, gas storage facility and/or to the point of sale (off-system). • Record physical transactions, interstate pipeline capacity release activities required for system supply optimization. • Capture all commodity transactions in Service Provider’s gas trading system (currently Horizons) each day prior to close of business. • Support retail access program including execution of capacity releases and storage inventory transfers • Optimization Services include • Determination of base load purchases by pipeline and swing purchases by pipeline, storage injections/withdrawals, and any off-system sales of gas either for optimization or load balancing; dispatch; analysis • Develop monthly plan to include establishing a proxy (index) to optimize against and primary receipt points. • Trade physical gas daily to capture cost savings vs index • Identify and execute arbitrage opportunities based on locational (basis) spreads and time (e.g., summer vs. winter), including physical and financial (hedging) transactions

	<ul style="list-style-type: none"> • Release temporarily un-needed transportation capacity via pipeline Electronic Bulletin Boards during non-peak periods. • Implement and manage AMAs. • Internal reporting as needed. • Support middle and back offices relating to accounting; credit support and analysis • After Day 1, Service Provider and Rover agree to discuss and mutually agree on the specific manner in which Service Provider will provide training support for gas procurement services described in this section, to the extent reasonably requested. Such support could include, but is not limited to, providing input on Rover candidate selection, hiring and training of certain roles on behalf of Rover (Delayed Hires), and/or facilitation of knowledge transfer and training to employees of Rover.
Transition Period:	24 Months

103B-EP: Energy Transactions (Financial)

ID	103B-EP
Service:	Energy Transactions (Financial)
Detail:	<p>Service Provider will make available its employees to support Rover’s Energy Transactions (Financial) programs in a manner consistent with the provision of such services prior to Completion, including:</p> <ul style="list-style-type: none"> ○ Financial Transactions include. ○ Financial hedging planning (volatility mitigation hedge plan, known as Gas Procurement Incentive Plan (“GPIP”)) and transaction activities for natural gas supply (includes optimization and storage activities, known as Natural Gas Portfolio Management Plan (“NGPMP”), other than volatility hedge planning) shall be executed in accordance with the plans filed and approved by RI PUC during the latest GCR filing. If Rover desires to modify the plans in any way, not at the request of the RI PUC, then Rover is not responsible for additional assistance. GPIP and NGPMP shall collectively be referred to herein as “Plans.” ○ Work closely with Middle Office, and other departments, to verify calculation of incentives under any regulatory programs, as well as tracking the performance of the Plans to guarantee cost recovery. ○ Support Rover in interactions with regulatory agencies and regulatory proceedings (including quarterly/ annual NGPMP results, semi-annual GPIP results and annual GCR filings) through drafts of written filings, data request responses, and live testimony; analysis; internal and external reporting; and knowledge transfer. When or if employees from Service Provider are asked to be witnesses on policy questions or otherwise, they may only do so as part of a panel with Rover witnesses. ○ Financial hedges conducted pursuant to ISDA agreements between Rover’s existing counterparties and appropriate credit and delegation-of-authority (“DOA”) limitations. ○ Referral of opportunities and requests to Rover for execution of new ISDA agreements ○ Capture all transactions in Service Provider’s gas trading system (currently Horizon) each day prior to close of business.

	After Day 1, Service Provider and Rover agree to discuss and mutually agree on the specific manner in which Service Provider will provide training support for gas procurement services described in this section, to the extent reasonably requested. Such support could include, but is not limited to, providing input on Rover candidate selection, hiring and training of certain roles on behalf of Rover (Delayed Hires), and/or facilitation of knowledge transfer and training to employees of Rover
Transition Period:	24 Months

104-EP: Retail Choice Programs

ID	104-EP
Service:	Retail Choice Programs
	<p>Service Provider shall make available to Rover its personnel for providing support in relation to the retail choice programs in a manner consistent with the provision of such services prior to Closing, in particular the following:</p> <ul style="list-style-type: none"> • Managing and administering daily metered FT1 and nondaily FT2 volume retail choice programs and Non-Firm Transportation (NFT) Service program • Tracking, confirming, and monitoring gas deliveries by marketers • Calculation and transmittal of delivery requirements for FT2 • Monitoring of third party (ESCO) deliveries to maintain tariff compliance • Regulatory, compliance, and legal support as it relates to customer choice • Billing of both daily metered FT1 and nondaily metered FT2 • Balancing of ESCOs • Billing ESCOs for any imbalances and penalties • Billing marketers for storage, peaking demand, and commodity if applicable • Calculation of pipeline capacity requirement for retail choice including calculation of storage and peaking limits for third party suppliers • Internal reporting as needed. <p>Required systems and services</p> <ul style="list-style-type: none"> • Systems used are CSS (customer system), EBB (nominations), TSA (customer choice system), WSI (weather service), ZEMA (pricing) and MV90. • Retail choice cannot perform proficiently without the support of the above systems and services • Any missing or nonfunctioning systems or services may result in nonperformance or increased manual effort

	<ul style="list-style-type: none">• After Day 1, Service Provider and Rover agree to discuss and mutually agree on the specific manner in which Service Provider will provide training support for gas procurement services described in this section, to the extent reasonably requested. Such support could include, but is not limited to, providing input on Rover candidate selection, hiring and training of certain roles on behalf of Rover (Delayed Hires), and/or facilitation of knowledge transfer and training to employees of Rover
Transition Period:	24 Months

105-EP: Clean Energy Supply

ID	105-EP
Service:	Long Term Clean Energy Supply
	<p>Service Provider shall make available to Rover its personnel to manage the Long Term Clean Energy Supply function in a manner consistent with the provision of such services prior to Completion. In particular the following:</p> <p>Long-term contracts – Rover has executed agreements to meet its contract capacity obligation pursuant to the Long Term Contracting Standard. If Rover elects to terminate one or more of the projects that have not yet achieved Commercial Operation per the terms of the agreement(s) such that Rover falls short in meeting its contract capacity obligation pursuant to the Long-Term Contract Standard, issuance of a new RFP would be necessary. A replacement RFP and its associated tasks, some of the pre-Commercial Operation Date (COD) contract administration, as well as general contract administration would be conducted by Service Provider and require ongoing coordination with Rover and necessary DOA.</p> <ul style="list-style-type: none"> • Development and filing of long-term clean energy Request for Proposals (RFPs) (annual to meet Long Term Contracting Standard requirement, or voluntarily as agreed to by company) • Evaluation and selection of winning bidder(s) in RFP process • Contract negotiation and contract filing • Support hearings and discovery process <ul style="list-style-type: none"> ○ When employees from Service Provider are asked to be witnesses on policy questions or otherwise, they may only do so as part of a panel with Rover witnesses. • Pre-COD contract administration, track existing contract project progress • General contract administration (estoppels, assignments, change in control) <p>Renewable Energy (RE) Growth Program</p> <ul style="list-style-type: none"> • Open Enrollment – Implement new rules and tariff changes for the program year to conduct tri-annual open enrollment solicitations to evaluate, select and enroll projects in the Re-Growth program. <ul style="list-style-type: none"> ○ Current open enrollment is in April / May, July and October ○ Website update: Either, provide changes to update websites for application process (to Wipro or a Service

	<p>Provider team), or provide necessary data and information to Rover team to make necessary website updates if not managed by Wipro or Service Provider.</p> <ul style="list-style-type: none"> Administration - Assist Regulatory in creating a summary of projects selected, awarded and those requesting PUC approval. Issue certificate of eligibility to developer when PUC approval is received (if applicable). <p>Reporting</p> <ul style="list-style-type: none"> Approximately one month prior to a Long Term Contracting Standard RFP, Service Provider to provide Rover a pre-RFP summary report of the products being procured (including estimated MWs or RECs), timing of procurement, and potential value of procurement. The summary report is provided for informational purposes only and receipt of such report by Rover is not intended to be deemed an approval of such report or procurement. Approximately one month prior to each RE Growth Program open enrollment, Service Provider to provide Rover a pre-open enrollment summary report of, Annual Enrollment Nameplate Capacity Target, Annual Awarded Nameplate Capacity, Current Open Enrollment Target, ceiling price and Term of Service for each Renewable Energy Class. The summary report is provided for informational purposes only and receipt of such report by Rover is not intended to be deemed an approval of such report or procurement <p>Team Access & Support</p> <ul style="list-style-type: none"> Service Provider shall provide access to one or more members from each of Service Provider’s teams conducting activities included in this TSA, as applicable, including, for example, to those who are currently, or were previously, fact witnesses in a regulatory proceeding, technical session, working group, related litigation matter, or other activities included in this TSA.
Transition Period:	24 Months

106-EP: Electric Procurement

ID	106-EP
Service:	Electric Procurement
	<p>Service Provider shall make available to Rover its personnel to manage the Electric Procurement function in a manner consistent with the provision of such services prior to Completion. In particular the following:</p> <p>Last Resort Service (LRS)</p> <ul style="list-style-type: none"> • LRS Procurement Plan submission to Rhode Island PUC – support development and submission, including coordination with Rover if changes to LRS Procurement Plan are required due to Rover directional changes or alterations required to comply with new regulatory requirements. • Request for Proposals (RFPs) posted through Service Provider’s website <ul style="list-style-type: none"> ○ Conduct quarterly RFP filings (execution dates in January, April, July, and October) ○ DOA from Rover to enter transactions ○ Rate hearings and discovery (data requests by any regulatory or governmental agency, and any additional intervening stakeholders) – coordinate with Rover if policy related. • Daily load bidding into ISO-NE, utilizing forecasts provided by the Service Provider Advance Data Analytics (ADA) team or by Rover in accordance with 101B-EP. • Load bidding spot market analysis for quarterly NE pricing informational filing • Contracts – Master Power Agreement contracts and amendments – provide the business input and coordinate with Rover Legal, Energy Procurement, and Risk Management in accordance with TSA 051b-FIN – Middle Office Support for Electric Procurement Activities. Authorized signatory to execute. • Model the Capacity Risk Premium (CRP) estimate for the associated regulatory or governmental agency requirement quarterly. Include CRP results in Annual Retail Rate Filing (ARRF) (February/March). The ARRF may include analysis on under/over recovery of LRS costs, rate hearings, and discovery. • Annual ICAP Tag (Spring) and Load Forecast analysis (Fall) and review

	<p>Renewable Energy Certificates (RECs)</p> <ul style="list-style-type: none">• Compete annual compliance filing (July) to demonstrate RECs meet Renewable Energy Standard (RES): existing and new RECs• Annual Procurement Plan submission to PUC – support development and submission, including coordination with Rover if changes to REC Procurement Plan are required due to Rover directional changes or alterations required to comply with new regulatory requirements.• Conduct necessary procurements to purchase required existing RECs; execute Certificate Purchase Agreement (CPA) for transactions<ul style="list-style-type: none">○ DOA from Rover to enter transactions. Authorized signatory to execute.• Sell Rhode Island New RECs through Request for Bids (RFBs) and brokers; execute Master Certificate Sales Agreements<ul style="list-style-type: none">○ DOA from Rover to enter transactions. Authorized signatory to execute○ Currently plan RFBs conducted quarterly in July, October, January, and April; RFBs subject to change based upon any updates to any plan updates.• Contracts – Master Certificate Sales Agreement and Certificate Purchase Agreements – provide the business input and coordinate with Rover Legal, Rover EP, and Risk Management in accordance with TSA 051b-FIN – Middle Office Support for Electric Procurement Activities. Authorized signatory to execute• REC Settlement – Receive and deliver RECs through NEPOOL-GIS; coordinate with Back Office for invoice for payment or receipt• GreenUp Program – allowing LRS customers to choose renewable energy supplier; GreenUp supplier delivers RECs to Rover.<ul style="list-style-type: none">○ Manage GreenUp REC inventory○ Quarterly determine REC quantity requirements per supplier based on customer load○ Accept RECs into appropriate NEPOOL subaccount
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	<ul style="list-style-type: none"> ○ Provide quarterly REC data reports for GreenUp suppliers to Supplier Services, or its successor, who provides it to the GreenUp suppliers ○ RI SOS/LRS GreenUp state filings quarterly ○ Include GreenUp suppliers GIS REC data in the Narragansett annual compliance filing (July) ● Disclosure Labels <ul style="list-style-type: none"> ○ Quarterly filings of LRS customers’ supply characteristics, which are calculated from RECs in the NEPOOL GIS account ○ Work with Creative Marketing, or its successor, to generate labels ● RES Charge – Submit annual (Feb) filing in coordination with NE Pricing to determine the cost to comply with RES next year. ● Generate quarterly internal accounting reports <p>Market Based Rate (FERC Requirements)</p> <ul style="list-style-type: none"> ● Service Provider to supply all available data and information (including commercial Power Purchase Agreements) in its possession to support MBR-related triennial filings and Order 860 compliance monitoring and filings under TSA with Rover. <p>Power Purchase Agreements (PPAs) – the Long Term Clean Energy Supply team is responsible for pre COD tasks. Electric Procurement is responsible for post COD tasks. The following are both pre- and post-COD tasks:</p> <ul style="list-style-type: none"> ● Internal Bilateral Transactions (IBTs) to deliver hourly energy revenue to Rover’s ISO account. Confirm every 6-months and more frequently during resettlement ● Semi-annual Long-Term Contract Renewable Energy Recovery Factor filings (May and November) to recover the above market costs of PPAs. Requires coordination with NE Pricing and typically includes discovery questions from regulatory or governmental agencies ● Forward Certificate Transfers (FCTs) and other REC deliveries in NEPOOL-GIS. For Rover’s accounts, RECs are automatically deposited and will be reviewed for completeness. For other accounts, RECs are delivered manually or through FCTs
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	<ul style="list-style-type: none">• Establish quarterly REC transfer prices for RECs used by LRS. REC transfer prices are the REC sales price paid by LRS customers• Orbit PPA - Service Provider will upload necessary emissions data to create RECs <p>Renewable Energy (RE) Growth Program</p> <ul style="list-style-type: none">• Register RE Growth assets to NEPOOL-GIS account as Rhode Island New REC, once approved by the appropriate regulatory or governmental agency• Quarterly estimate of aggregation RECs based on nameplate capacity• Provide inputs to NE Pricing's annual RE Growth filings• Support various projects regarding ISO energy settlements, etc.• Establish quarterly REC transfer prices for RECs used by LRS. REC transfer prices are the REC sales price paid by LRS customers <p>Qualifying Facilities</p> <ul style="list-style-type: none">• Maintain existing qualifying facilities, update Adapt 2 for quarterly LRS price changes• Manage Capacity Supply Obligations if necessary <p>Irregular requirements</p> <ul style="list-style-type: none">• Provide support in a manner consistent with such services prior to Completion that is required on an irregular basis for:<ul style="list-style-type: none">○ regulatory purposes,○ one-off projects such as Virtual Net Metering energy settlement,○ internal reporting, and○ risk committee strategies, if necessary (Fall)• Security Administrators for Rover with the ISO, if necessary. Approve digital certificates used by employees to access ISO applications. <p>When employees from Service Provider are asked to be witnesses on policy questions or otherwise, they may only do so as part of a panel with Rover witnesses.</p> <p>Reporting</p>
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	<ul style="list-style-type: none"> • Approximately one month prior to an RFP final bid date, Service Provider to provide Rover a pre-RFP summary report of the products being procured (including estimated load or RECs), timing of procurement, and potential value of procurement. The summary report is provided for informational purposes only and receipt of such report by Rover is not intended to be deemed an approval of such report or procurement. <p>Team Access & Support</p> <ul style="list-style-type: none"> • Service Provider to provide access to one or more members from each of Service Provider’s teams conducting activities included in this TSA, as applicable, including, for example, to those who are currently, or were previously, fact witnesses in a regulatory proceeding, technical session, working group, related litigation matter, or other activities included in this TSA.
Transition Period:	24 Months

Exhibit A

[Rover Letterhead]

[March 1, 2022]

Agency Letter

Re: Grant of Agency

To Whom It May Concern:

Please be advised that, pursuant to the Transition Services Agreement, dated as of [March 1, 2022] (the "TSA"), by and among National Grid USA Service Company, Inc. ("Service Provider"), National Grid USA and The Narragansett Electric Company ("Service Recipient"), Service Provider is hereby designated as Service Recipient's agent in connection with physical and financial energy transactions, including (but not limited to):

- the purchase, sale, confirmation, scheduling, billing and administration of:
 - electric capacity, electric energy, electric transmission, Renewable Energy Certificates (RECs) and ancillary services
 - natural gas, natural gas products, natural gas storage and natural gas transportation
- the entry into, confirmation, billing, administration and settlement of financial hedging transactions
- the entry into asset management and peaking gas agreements for natural gas and LNG transactions
- the solicitation and evaluation of requests for proposals (RFPs), requests for bids (RFBs), and requests for information (RFIs) for any of the foregoing
- the reporting of fixed price physical natural gas transactions to the publications.

Further, in connection with Service Provider's designation hereunder as an agent of Service Recipient under the TSA, Service Recipient acknowledges and agrees that the following individuals are hereby, acting singly, authorized and directed to execute all documents, instruments, and agreements on behalf of Service Recipient as agent, and to take all such other actions, as are necessary or appropriate for the performance of Service Provider's obligations

under the TSA as agent for Service Recipient with respect to physical and financial energy transactions as set forth in this Agency Letter:

- Service Provider President,
- any Vice President of Service Provider,
- Service Provider Treasurer,
- any Assistant Treasurer of Service Provider,
- individuals with the following or comparable titles:
 - director and senior manager Energy Trading, Wholesale Gas Supply
 - director Energy Procurement, Wholesale Electric Supply
 - director Energy Procurement, Gas Supply Planning
 - director Quantitative Risk and Financial Reporting
 - manager Treasury, Risk and Compliance
 - Lead Specialist Treasury, Risk and Compliance
 - Lead Specialist Credit Operations
- any other officer, agents, or representatives of Service Provider as may be designated and authorized by the President, any Vice President, Treasurer or any Assistant Treasurer of Service Provider from time to time to execute such document, instrument or agreement on behalf of Service Provider.

Third parties are entitled to rely upon this letter for purposes of evidencing the power and authority of Service Provider to perform any of the foregoing actions as the agent of Service Recipient.

If there are any questions involving contract administration, please contact [_____] at [_____]. If there are any questions involving this agency letter, please contact the undersigned at [_____].

Sincerely,

[NAME]

[TITLE]

Facilities

SERVICE DESCRIPTIONS - FACILITIES (NARRAGANSETT ELECTRIC COMPANY)

046-FAC: MAILROOM SERVICES 2

047-FAC: FACILITIES UNION CLERK SUPPORT & TRAINING 3

124-FAC: MASSACHUSETTS AND NEW YORK OFFICES..... 4

125-FAC: MASSACHUSETTS OPERATIONS FACILITIES..... 5

126-FAC: MASSACHUSETTS WAREHOUSE FACILITIES..... 6

132-FAC: NORTHBORO CONTACT CENTER 7

133-FAC: TRAINING FACILITIES..... 8

135-FAC: CAPITAL PROJECT SUPPORT 9

046-FAC: Mailroom Services

TSA ID:	046-FAC
Service	Mailroom Services
Detail:	Pursuant to 001 - BS, 002- BS, 004 - BS, 008 - BS, Service Provider's Customer Service and Credit and Collections (AMO) groups will continue to distribute select mailings to Rover customers. Service Provider will continue to provide mail services for these select mailings out of its Northboro, MA, and Syracuse, NY facilities for the duration of 001 - BS, 002- BS, 004 - BS, 008 - BS.
Transition Period	24 months

047-FAC: Facilities Union Clerk Support & Training

TSA ID:	047-FAC
Service	Facilities Union Clerk Support & Training
Detail:	<p>While the union facilities clerk role remains unfilled in Rhode Island, Service Provider will provide Rover with clerical support through raising shopping carts, creating POs and paying invoices. Service Provider will participate in training of the union clerk that will be employed by Rover in RI. Training will consist of teaching the relevant tasks, systems and processes required and introducing the clerk to the relevant stakeholders.</p> <p>Once the RI union facilities clerk is trained and competent in performing their duties, or until the end of the TSA term, Service Provider will transition to a consultancy service pursuant to the terms of this TSA.</p>
Transition Period	6 months

124-FAC: Massachusetts and New York Offices

TSA ID:	124-FAC
Service	Massachusetts and New York Offices
Detail:	<p>ServCo back-office employees supporting Rover operate out of shared offices owned or leased by ServCo. These sites are not expected to transfer with the business.</p> <p>Service Provider will provide space for Servco back-office employees to continue to be based in Massachusetts and New York facilities, while supporting Rover.</p>
Transition Period	24 months

125-FAC: Massachusetts Operations facilities

TSA ID:	125-FAC
Service	Massachusetts Operations Facilities
Detail:	Service Provider will provide usage of the Gas and Electricity control center in Northboro, for Rover control center operations.
Transition Period	24 months

126-FAC: Massachusetts Warehouse Facilities

TSA ID:	126-FAC
Service	Massachusetts Warehouse Facilities
Detail:	<p>Service Provider will provide usage of the Sutton warehouse facility for Rover warehousing:</p> <ul style="list-style-type: none"> • Provide Rover with access to the entire parcel of the Sutton warehouse • Provide congruent facility space in the Sutton Depot Storage Yard as currently provided • Provide storage for materials currently in line with material requirements
Transition Period	24 months

132-FAC: Northboro Contact Center

TSA ID:	132-FAC
Service	Northboro Contact Center
Detail:	Service Provider will provide usage of the Customer contact center facility in Northboro for Rover call center activities, as currently provided.
Transition Period	24 months

133-FAC: Training Facilities

TSA ID:	133-FAC
Service	Training Facilities
Detail:	Service Provider will provide usage of the Millbury training facility and all associated Electric and Gas equipment for Rover training activities, based on schedules that are jointly agreed by both Technical Training Teams.
Transition Period	24 months

135-FAC: Capital Project Support

TSA ID:	135-FAC
Service	Capital Project Support
Detail:	For capital projects, including but not limited to roofing, paving, kitchen, locker room and bathroom renovations, Service Provider will continue to support delivery of these projects through planning, resourcing, implementation, controls and close out, as applicable, during the duration of the service.

	<p>A final list of projects that will be completed and closed out by Service Provider will be agreed upon by Deal Close. Rover can decide after Day 1 to end any of these projects. Any costs associated with early termination of a project will be billed to Rover, via the TSA pricing structure. This will be applicable to the following sites in Rover territory that will continue to be directly serviced by Service Provider facilities:</p> <ul style="list-style-type: none"> • Lincoln (642 George Washington) • Middletown (12 Turner Road) • North Kingstown (4145 Quaker Road) • Providence – Allens Operations (642 Allens Ave) • Providence – Dexter (439 Dexter St) • Providence – Melrose (280 Melrose St) • Scituate (Chopmist Hill Rd) • Westerly (69 Canal St)
Transition Period	18 months

Fleet Management

**SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT
ELECTRIC COMPANY)**

036-BS: FLEET MANAGEMENT..... 2

036-BS: Fleet Management

TSA ID:	036-BS
Service:	Fleet Management
Detail:	<p><u>Service Description:</u></p> <p>During the transition period Service Provider shall assist Rover in its administration of the fleet in a manner consistent with the provision of such services prior to completion and in line with Service Provider’s current processes unless otherwise specified herein and/or by Rover, including:</p> <ul style="list-style-type: none"> ▪ When requested by Rover, provision of asset acquisition/retirement consultation services ▪ Provision of lease administration and use tax administration; Service Provider will continue to manage the acquisition and disposal of their vehicles through their current plan. However, Rover can stop the order of new vehicles after Day 1. ▪ Administration of fleet related master data to support acquisition/retirement services, all lease administration and use tax administration for all PPL RI leases. ▪ Coordination of emergency vocational rentals with leasing vendor until end of TSA period. ▪ Monitoring of on-site tanks, procure fuel replenishing supply as needed until end of TSA period ▪ Provide fuel card administration as requested ▪ Management of technician training as needed and/or administering certification as needed (e.g., ASE certification) ▪ Rover shall provide management oversight of preventative maintenance and repairs to fleet. When requested by Rover, Service Provider will provide a briefing to Rover on the following: <ul style="list-style-type: none"> ○ Using existing PM cycle criteria ○ Using existing insource/outsource practice ○ Obtaining spare parts and fluids ○ Following all existing waste handling policies/practices ▪ When called upon for emergency response, Service Provider shall provide management oversight of fleet technician staff as requested.
Transition Period:	12 months

Gas Operations and Engineering

SERVICE DESCRIPTIONS – GAS OPERATIONS AND ENGINEERING (THE NARRAGANSETT ELECTRIC COMPANY)

087A-GO: DISPATCH TRAINING SUPPORT 2

087B-GO: CONSULTANCY SERVICES FOR DISPATCH SUPERVISION 3

087C-GO: EMERGENCY CALL DISPATCH SUPPORT 4

091-GO: GAS CONTROL CENTER OPERATIONS 5

144-GO: GAS EMERGENCY RESTORATION SUPPORT 9

145-GO: ISR TESTIMONY SUPPORT 10

146-GO: OPERATOR QUALIFICATION WRITTEN TEST ACCESS 12

147-GO: CONSULTANCY SERVICES FOR OPERATOR QUALIFICATION PROGRAM MANAGEMENT 19

148-GO: WITNESSING AND DOCUMENTATION OF TEST WELDS 20

149-GO: GBE BUSINESS PROCESS SUPPORT 21

150-GO: GAS COMPLEX PROJECT SUPPORT 22

152-GO: OPERATIONS ENGINEERING TRAINING SUPPORT 23

APPENDIX 1 – GAS CONTROL OPERATIONAL DECISION RAPID FRAMEWORK 25

APPENDIX 2 – OQ TEST CONTENT CONFIDENTIALITY POLICY ACKNOWLEDGEMENT 26

087a-GO: Dispatch training support

ID	087a-GO
Service:	Dispatch training support
Detail:	<p>Service Provider will train five new RI Dispatch Supervisors prior to transfer to Rover. The training will consist of:</p> <ul style="list-style-type: none"> • Performance management of employees • Collective Bargaining Agreement awareness • Union work rule knowledge • Knowledge of Regulatory requirements • Knowledge of field operations • Knowledge of all IT applications needed to effectively execute job • Internal and external notification Protocol • Emergency Response Plan and Protocol • Performance reporting • Escalation management • Shift planning and coordination
Transition Period:	3 months

087b-GO: Consultancy Services for Dispatch Supervision

ID	087b-GO
Service:	Consultancy Services for Dispatch Supervision
Detail:	<p>After the new supervisors have been trained and are competent to perform the requirements of a RI Dispatch Supervisor working for Rover (now referred to as “Company employees”), Service Provider will transition to a consultancy service as needed to these Company employees assigned to perform Dispatch supervisory roles. Specifically, Service Provider will make its staff available to respond to Rover’s staff on all Dispatch supervisory matters. Service Provider will provide support and advice to Rover’s employees to determine the typical course of action when performing a Dispatch supervisory role for the following activities:</p> <ul style="list-style-type: none"> • Performance guidance • Collective Bargaining past practices / work rules • Regulatory clarification • Field operations practices • Provide IT application insight as needed to effectively execute job • Provide clarity to Internal and external notification Protocol • Provide guidance on Emergency Response Plan and Protocol • Provide clarification and support for performance reporting • Escalation management knowledge • Shift planning and coordination insights <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> • Service Provider will not perform line management responsibilities on behalf of Rover for Dispatch Supervisors or Dispatchers. • Service Provider will not perform or make day-to-day operational decisions on behalf of Rover.
Transition Period:	12 months

087c-GO: Emergency Call Dispatch Support

ID	087c-GO
Service:	Emergency Call Dispatch Support
Detail:	<p>Service Provider NYC Dispatch will continue to receive calls made to the current 1-866-289-8682 emergency telephone number and route calls, as appropriate, to a new dedicated Rhode Island dispatch number to be nominated by Rover prior to Closing.</p> <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • Service Provider will not perform line management responsibilities on behalf of Rover for Dispatch Supervisors or Dispatchers. • Service Provider will not perform or make day-to-day operational decisions on behalf of Rover.
Transition Period:	12 months

091-GO: Gas Control Center Operations

ID	091-GO
Service: Gas Operations	Gas Control Center Operations
Detail:	<p><u>Gas Control Support:</u></p> <p>Service Provider will provide gas system control, monitoring, and management services consistent with operation of the system prior to Completion. This will include use of any gas control dispatch systems used by Rover prior to Completion. Specifically, Service Provider agrees to assist Rover with the following activities:</p> <ul style="list-style-type: none"> • Operate and manage the gas system to meet supply contracts, respond to abnormal and emergency operating conditions and manage alarms. • Monitor and control the gas system within MAOP limits and alarm limits for each pressure system consistent with practice prior to close. • Operate the Gas Control Room in accordance with CFR.192.631 control room management regulations and ensure adequate records are maintained to demonstrate compliance. • Prepare gas day with supply, close out gas day in consultation with the Energy Procurement Group to deliver the supply portfolio consistent with current practices prior to close. • Confirm gas nominations to the city gate in accordance with North American Energy Standards Board (NAESB) standards. • Manage system operating procedures (SOP) program to administrate capital and ongoing maintenance work on the gas system, regulator stations and other assets. • Dispatch LNG to meet system supply needs in accordance with the supply portfolio specified by the Energy Procurement Group. • Manage LNG trucking to maintain inventory at plants in accordance with the refill portfolio specified by the Energy Procurement Group. • Daily and monthly balancing of transportation under direction of Energy Procurement’s Customer Choice Group.

	<ul style="list-style-type: none">• Provision of gas controller knowledge transfer for Rover appointed controllers required for Rhode Island standalone Gas Control Center to support TSA exits.• Provide data as requested by Rover to support enquiries from regulatory agencies relating to control room management and incidents on the gas network.• Provide Control Room management reports as requested by Rover at a frequency consistent with the process prior to close.• Maintain all non-SCADA gas control programs. <p>In accordance with Appendix 1, Service Provider Gas Control will act as directed by Rover in instances of planned or emergency customer curtailments and/ or regulatory directives not affecting distribution system integrity. Furthermore, in accordance with Appendix 1, Service Provider has the authority to make operational decisions consistent with practices prior to close to protect the operational safety and reliability of the Rhode Island Gas System. Specifically, Service Provider Gas Control has the authority to:</p> <ul style="list-style-type: none">• Adjust system pressures remotely via SCADA or via dispatch of I&R Pressure Crews.• Adjust flow rates at Gate Stations or LNG Plants remotely via SCADA or via specific direction to I&R Pressure Crews or LNG Plant Operators.• Monitor gas quality at Gate Stations and LNG plants via SCADA and take appropriate actions if gas quality parameters fall outside of specification.• Operate system valves remotely via SCADA or manually via directives provided to field personnel.• Respond to all system alarms and alerts announced on SCADA, determine severity and action required. Alarm Response Guidelines will be followed. Take corrective actions to mitigate critical alarms either remotely via SCADA or via dispatch of appropriate field personnel to effect mitigation. Provide notification to appropriate personnel to manage non-critical alarms and alerts.• Log and assess all reports of damage to distribution system assets and facilities. Perform system operational changes if needed. Provide notification to appropriate personnel as needed. Support efforts of field personnel responding to
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	<p>damaged facilities, including isolation and shutdown of any portion of the distribution system.</p> <ul style="list-style-type: none">• Administrate SOP process and associated field activity.• Stop SOP and other work on the distribution systems when needed, including individual jobs or all work specific to any distribution system, to protect integrity of distribution system or safety of personnel and the public.• Direct Energy Procurement/Gas Supply to adjust supply portfolio either day ahead or intraday as required.• Declare Non-Firm Customer Curtailment when required for LNG use or during abnormal and emergency operating conditions affecting distribution system integrity.• Direct CNI to make changes to SCADA displays as needed.• Increase control room staffing levels above those scheduled as needed to prepare for and manage system emergencies, abnormal and emergency operating conditions, cold weather events or significant storm events including allowing personnel stay at local hotels.• Communicate with transmission pipeline companies and support their efforts supplying gas to our facilities during normal and abnormal operating conditions.• Communicate with other LDC's and external agencies and organizations when operationally required.• Communicate with LNG Transport Companies to coordinate and schedule delivery of LNG for the purpose of refilling tanks or supporting mobile LNG operations. <p><u>Gas Control recruitment and training support:</u></p> <p>Service Provider will recruit twelve candidates to be trained as Gas System Controllers to operate the Rhode Island Gas Distribution System.</p> <p>Service Provider will provide training and qualification of twelve employees for the duration of the TSA to become Qualified Control Room Operators for Rover. Additional personnel may be trained if agreed upon by Service Provider.</p>
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	<p>All recruited employees will be trained within the structure of the existing Service Provider training program. Training content will include, but is not limited to:</p> <ul style="list-style-type: none"> • SCADA System Operations • Operator Qualification preparation • Alarm Response Guidelines • Nomination and Confirmation processes • Pipeline and Service Provider Electronic Bulletin Board • Emergency Response Plans • Control Room Management • Fatigue Management • Team Resource Management • SOP process • Gas Load Forecasting <p>Service Provider and Rover will communicate through monthly meetings to discuss recruitment and training progress.</p> <p>Service Provider will recruit candidates to be trained for support roles necessary for operation of the Rhode Island Gas Distribution system.</p> <p>Emergency Response:</p> <p>Service Provider Gas Control will collaborate with Rover Incident Command Structure during emergencies and participate in emergency drills and emergency preparedness exercises.</p>
Transition Period:	24 Months

144-GO: Gas Emergency Restoration Support

ID	144-GO
Service:	Gas Emergency Restoration Support
Detail:	<p>Service Provider will make available its employees and resources when requested by Rover aligned with reasonable utility practices to support and perform the following restoration activities in an emergency event in Rhode Island in a manner consistent with the support provided prior to Closing, in particular:</p> <ul style="list-style-type: none"> • Logistics support includes assistance limited to Staging Sites and Lodging/Meals arrangements. • Maintain access and use of EMR Training Curricula.
Transition Period:	12 months

145-GO: ISR testimony support

ID	145-GO
Service:	ISR testimony support
Detail:	<p>Service Provider and Rover shall each designate a coordinator for ISR support services, who shall act as principal points of contact for any matters regarding Service Provider's FY2023 ISR.</p> <p>If requested by Rover, Service Provider shall provide FY2023 support services including:</p> <ul style="list-style-type: none"> • Testifying to factual matters regarding performance of prior years’ ISR plans • Testifying to factual matters regarding the development of the proposed FY2023 ISR plan • Assisting with responses to inquiries / information requests from regulators and other parties to the proposed FY2023 ISR plan • Consulting generally on ISR plan issues <p>In connection, Service Provider shall also support Rover in proceedings, technical sessions, or working group meetings, before the RIPUC (Rhode Island Public Utilities Commission) or RI Division.</p> <p>If requested by Rover, Service Provider’s representatives from Investment Planning, Resource Planning, Engineering Asset Strategy and Gas Regulatory Delivery and Strategy shall participate with Rover’s representatives on conference calls and at meetings with regulators regarding the FY2023 ISR plan. Should Rover request Service Provider to represent it at a regulatory meeting or call, Service Provider’s regulatory personnel will coordinate with Rover about the positions to be taken and the decision and/or votes to be made on behalf of Rover. For the avoidance of doubt, whilst Service Provider may take certain positions and vote on behalf of Rover, any such positions and votes will be pre-determined by Rover, who will make its representatives available to attend such meetings or calls with Service Provider. Any Seller’s employee representing Rover in any regulatory meeting will clearly identify themselves as representing Rover. Service Provider’s employees providing FY2023 ISR support shall take any action that may be necessary or appropriate from time to time to avoid actual or apparent conflicts of interest.</p>

Transition Period:	Until FY23 ISR plan approval by Rhode Island Public Utilities Commission
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146-GO: Operator Qualification Written Test Access

ID	146-GO
Service:	Operator Qualification Written Test Access
Detail:	<p>Service Provider will provide access to its current proprietary written operator qualification test content (“Test Content”) for Rover’s test takers.</p> <p>Test content:</p> <p>The test content will be frozen at Closing and will not be updated to reflect any state regulatory changes in New York or Massachusetts. The Test Content provided will be limited to that required to perform the following tasks:</p> <ul style="list-style-type: none"> • NG-OQTASK01-WE Inspecting for Shorted Casings • NG-OQTASK02-WE Measuring Pipe-to-Soil Potential • NG-OQTASK02IR-WE Measuring Pipe-to-Soil Potential (DNY I&R) • NG-OQTASK03-WE Conduct a Soil Resistivity Survey • NG-OQTASK04-WE Conducting Interference Testing • NG-OQTASK05A-WE Electrically Checking for Proper Performance of Diodes, and Interference Bonds • NG-OQTASK05B-WE Electrically Checking for Proper Performance of Diodes, and Interference Bonds (LI only) • NG-OQTASK06A/08A-WE Inspecting for Atmospheric Corrosion--Visually Inspecting for Internal Corrosion (GFO) • NG-OQTASK06B/08B-WE Inspecting for Atmospheric Corrosion--Visually Inspecting for Internal Corrosion (CMS) • NG-OQTASK07/13-WE Ensure Operation of a Rectifier-- Installing/Replacing a Rectifier on a Pipeline • NG-OQTASK10-WE Clear a Shorted Casing • NG-OQTASK11A/12A/17A-WE Applying Pipe Coating in the Field--Cleaning and Either Coating or Jacketing Pipe for Atmospheric Corrosion--Repair Coating on Steel Pipelines (GFO) • NG-OQTASK11B/12B/17B-WE Applying Pipe Coating in the Field--Cleaning and Either Coating or Jacketing Pipe for Atmospheric Corrosion--Repair Coating on Steel Pipelines (CMS)

	<ul style="list-style-type: none"> • NG-OQTASK14/16-WE Installing/Replacing an Anode on a Pipeline --Install/Replace a Corrosion Test Station on a Pipeline • NG-OQTASK15-WE Installing/Replacing and Testing Electrical Isolation Couplings on a Pipeline • NG-OQTASK15FR-WE Install/Replace & Test Electric Isolation Couplings on a Pipeline (DNY First Responder) • NG-OQTASK18/19-WE Conducting Gas Leakage Surveys--Patrolling and Inspecting Pipelines • NG-OQTASK19-WE Patrolling and Inspecting Pipelines • NG-OQTASK20A-WE Investigating Leak/Odor Complaints (GFO) • NG-OQTASK20B-WE Investigating Leak/Odor Complaints (CMS) • NG-OQTASK20FR-WE Investigating Leak/Odor Complaints (DNY First Responders) • NG-OQTASK21-PE Line Locating and Mark Out (Both WE and PE Needed) • NG-OQTASK21-WE Line Locating and Mark Out (Both WE and PE Needed) • NG-OQTASK22-WE Inspection of 3rd Party Excavations for Damage Prevention/Cast Iron Encroachment • NG-OQTASK23/24-WE Inspecting the Condition of Exposed Metallic Pipe or Pipe Coating--Inspect Pipe for Damage • NG-OQTASK25-WE Repair Transmission Line Leaks • NG-OQTASK26/27-WE Repair and Maintain Transmission Line Valves--Lubricate Transmission Line Valves • NG-OQTASK28-WE Uprating • NG-OQTASK29/30-WE Repair Distribution Line Leaks--Repair a Non-Leaking Pipe • NG-OQTASK29S/32S/33S/34S/50S-WE Repair Distribution Line Leaks--Purging a Pipeline into Service--Purging a Pipeline Out of Service--Performing Pressure Test on a Pipeline--Joining Plastic Pipe (UNY CMS) (For 50S - Both WE and PE Needed) • NG-OQTASK31A/31B-WE Storage, Handling, & Inspect of Pipe--Install Pipe in a Ditch • NG-OQTASK31C-WE Install Pipe by Horizontal Directional Drill • NG-OQTASK31D-WE Install Pipe by Horizontal Boring (Piercing Tools)
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	<ul style="list-style-type: none">• NG-OQTASK31E-WE Install Pipe by Dead Insertion• NG-OQTASK32/33-WE Purging a Pipeline into Service-- Purging a Pipeline out of Service• NG-OQTASK32FR-WE Purging a Pipeline into Service (DNY First Responders)• NG-OQTASK34-WE Performing Pressure Test on a Pipeline• NG-OQTASK35A-PE Stopping Gas Flow: Squeeze Off (GFO) (Both WE and PE Needed)• NG-OQTASK35AB/36/39-WE Stopping Gas Flow: Squeeze Off--Stop & Tap Pipe Under Pressure--Abandonment or Deactivation of Facilities--Remove Service Tee or Fitting from Steel and Cast Iron Mains (GFO) (For 35A/35B - Both WE and PE Needed)• NG-OQTASK35B-PE Stop & Tap Pipe Under Pressure (GFO) (Both WE and PE Needed)• NG-OQTASK35FRLI-PE Stopping Gas Flow (LI First Responders) (Both WE and PE Needed)• NG-OQTASK35FRLI-WE Stopping Gas Flow (LI First Responders) (Both WE and PE Needed)• NG-OQTASK35FRNYC-WE Stopping Gas Flow (NYC First Responders)• NG-OQTASK35S-PE Stopping Gas Flow (UNY CMS) (Both WE and PE Needed)• NG-OQTASK35S-WE Stopping Gas Flow (UNY CMS) (Both WE and PE Needed)• NG-OQTASK37A-PE Tapping Pipelines Under Pressure (GFO) (Both WE and PE Needed)• NG-OQTASK37AB-WE Tapping Pipelines Under Pressure-- Stop & Tap Pipe Under Pressure (GFO) (Both WE and PE Needed)• NG-OQTASK37ANYC-WE Low Pressure Tapping Pipelines Under Pressure (NYC GFO) (Both WE and PE Needed)• NG-OQTASK37B-PE Stop & Tap Pipe Under Pressure (GFO) (Both WE and PE Needed)• NG-OQTASK37BANYC-WE High Pressure--Stop & Tap Pipe Under Pressure (NYC GFO) (Both WE and PE Needed)• NG-OQTASK38-WE Start Up or Shut Down Any Part of the Pipeline That Could Cause MAOP to be Exceeded• NG-OQTASK40-WE Install/Replace Tracer Wire
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	<ul style="list-style-type: none"> • NG-OQTASK41/42-WE Inspect, Lubricate and Operate Valves--Repair Distribution Line Valves • NG-OQTASK41FR-WE Inspect, Lubricate and Operate Valves (DNY First Responders) • NG-OQTASK41S-WE Inspect, Lubricate and Operate Valves (UNY CMS) • NG-OQTASK44/54-PE Repair In-Line Welds--Weld on Pipeline (Both WE and PE Needed) • NG-OQTASK44/53/54-WE Repair In-Line Welds--Non-Destructive Testing of Welds--Welding on a Pipeline (For 44/54 - Both WE and PE Needed) • NG-OQTASK45A-WE Restore Service (GFO) • NG-OQTASK45B-WE Restore Service (CMS) • NG-OQTASK45FR-WE Restore Service (DNY First Responders) • NG-OQTASK47-WE Abandon a Gas Service Line • NG-OQTASK49-52B-WE Joining of Pipe: Mechanical Couplings (Both WE and PE Needed) • NG-PJQTASK49-52B-PE Various Mechanical Fittings (Both WE and PE Needed) • NG-PJQTASK49-52Inspect-PE Qualified to Inspect (Both WE and PE Needed) • NG-OQTASK49-52C-WE Joining of Pipe: Electrofusion (Both WE and PE Needed) • NG-PJQTASK49-52C-PE Electrofusion (Both WE and PE Needed) • NG-OQTASK49-52D-WE Joining of Pipe: Hydraulic Butt Fusion (Both WE and PE Needed) • NG-PJQTASK49-52D-PE Hydraulic Butt Fusion (Both WE and PE Needed) • NG-OQTASK49-52E-WE Joining of Pipe: Manual Butt Fusion (Both WE and PE Needed) • NG-PJQTASK49-52E-PE Manual Butt Fusion (Both WE and PE Needed) • NG-OQTASK49-52F-WE Joining of Pipe: Saddle/Sidewall Fusion (Both WE and PE Needed) • NG-PJQTASK49-52F-PE Saddle/Sidewall Fusion (Both WE and PE Needed) • NG-OQTASK49-52H-WE Soil Compaction
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	<ul style="list-style-type: none"> • NG-OQTASK49S-PE Mechanical Joining of Pipe Other Than Plastic (UNY CMS) (Both WE and PE Needed) • NG-OQTASK49S-WE Mechanical Joining of Pipe Other Than Plastic (UNY CMS) (Both WE and PE Needed) • NG-OQTASK50S-PE Joining Plastic Pipe (UNY CMS) (Both WE and PE Needed) • NG-OQTASK55/58-PE Maintain a Pipeline Compressor Station--Maintaining Gas Detection Systems and Alarms in Compressor Stations • NG-OQTASK56-PE Operating a Pipeline Compressor Station • NG-OQTASK57-PE Repair a Compressor • NG-OQTASK59/60-WE Controlling & Monitoring Gas Pressures & Flows--Operation of Remote Control Valves • NG-OQTASK61-WE Inspect Recording Gauge • NG-OQTASK62-WE Inspect & Test Pressure Regulator Station (Both WE and PE Needed) • NG-OQTASK62/63-PE Inspect & Test Pressure Regulator Station--Install & Test Overpressure Protection (Both WE and PE Needed) • NG-OQTASK63-WE Install and Test Overpressure Protection (Both WE and PE Needed) • NG-OQTASK64-WE Inspect Telemetering Equipment at a Pressure Limiting or Regulating Station • NG-OQTASK65-WE Bypass a Regulator • NG-OQTASK66-WE Field Interpretation of Pressure Recording Charts • NG-OQTASK67-WE Inspecting a Pressure Regulator Vault • NG-OQTASK68-WE Operating an Odorizer • NG-OQTASK69-WE Monitor Natural Gas Odorization Levels • NG-OQTASK70-WE Abnormal Operating Conditions/Properties of Natural Gas • NG-OQTASK70MR-WE Abnormal Operating Conditions/Properties of Natural (DNY Meter Reading) • NG-OQTASK71-WE Operator Excavation and Backfilling in the Vicinity of Pipeline • NG-OQTASK72-WE Installation of Customer Meters and Regulators <p>Service Provider will provide data as requested by Rover to support enquiries from regulatory agencies relating to operator qualification</p>
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	<p>written testing, on the condition that Rover sign a non-disclosure as detailed in Appendix 2 prior to the requested data being shared. Service Provider and shall provide the requested data within 10 business days.</p> <p>Test access:</p> <ul style="list-style-type: none">• Service Provider Test Content will only be made available through Rover's ITS OnBoard system, which Service Provider will establish by Day 1.• Service Provider Test Content will only be accessible through the Prometric Testing Environment.• Rover will be required to contact the appropriate Third-Party (e.g., ITS, Prometric) if there is an issue with Test Content not working properly. <p>Test administration:</p> <ul style="list-style-type: none">• Test Content is configured with a Passing Score for a test exam at 80% or better.• Candidates will see the grade at the end of test after it is submitted.• Candidates will be immediately notified at the end of a written exam if they pass or fail.• Test takers who Pass the written exam will be able to review the questions they got wrong (if any) along with the answers they submitted and the correct answers.• Test takers who Fail the written exam will be able to review the questions they got wrong. They will not be able to see the answers they submitted or the correct answer.• Rover must ensure that the Administration of Special Accommodations (e.g., reader, translator) are proctored by Prometric.• If a test prematurely closes, Rover will be required to contact ITS to confirm the cause. ITS will have the final decision as to whether the test is considered a "Fail", or if the test can be retaken.• Rover will only have access to Pass/ Fail status and not the actual test score.
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	<ul style="list-style-type: none"> • Through OnBoard, Rover will have access to standard reports which show Pass/ Fail Test Results. <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> • Service Provider will not schedule Rover employees for written exams. • Service Provider will not maintain or administer changes to Rover’s Task to Title matrix. • Service Provider will not provide Rover Test Takers with access to test content outside of the Prometric Testing Environment. • Service Provider will not provide Rover with access to Master Content Document(s). • Service Provider will not undertake changes to Test Content on behalf of Rover. • Service Provider will not provide Rover with access to NGA Series exams. • Service Provider will not administer or provide data or analysis related to: <ul style="list-style-type: none"> ○ Individual test scores ○ Testing metrics ○ Coaching reports ○ Manual uploading of test results (i.e., revocations)
Transition Period:	15 months

147-GO: Consultancy Services for Operator Qualification Program Management

ID	147-GO
Service:	Consultancy Services for Operator Qualification Program Management
Detail:	<p>Service Provider will provide advice on the adoption and implementation of Rover’s Operator Qualification Written Plan to support an extended period of knowledge transfer post-Closing. This advice will be based solely on Service Provider’s knowledge and experience implementing ‘<i>NG OQ Written Plan GEN01100</i>’. Service Provider will bear no responsibility for Rover’s adherence to its own Operator Qualification Written Plan.</p> <p>This service will be limited to a maximum of twenty hours per month for the first five months of the transition period and ten hours per month for the final four months of the transition period.</p> <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> • Service Provider will not be responsible for the implementation and/or execution of responsibilities outlined in the Rover OQ Written Plan. • Service Provider will not perform line management responsibilities on behalf of Rover for Operator Qualification Program Management, Administration or Scheduling. • Service Provider will not perform or make day-to-day operational decisions on behalf of Rover. • Service Provider will not coordinate with Directors of Field Employees, Capital Delivery and OQT&C to resolve concerns, edits, and updates to keep the plan current. • Service Provider will not be responsible for the evaluation or retaining of Third-Party Alternative Operator Qualification Plans. • Service Provider will not maintain, amend, or update the OQ Written Plan on behalf of Rover. • Service Provider will not liaise with the NGA Operator Qualification Working Group on behalf of Rover.
Transition Period:	9 months

148-GO: Witnessing and Documentation of Test Welds

ID	148-GO
Service:	Witnessing and Documentation of Test Welds
Detail:	<p>Upon request from Rover, Service Provider will provide welding inspector employees as needed to witness test welds and prepare associated documentation as outlined in Attachment I of the Service Provider Welding policy CNST05002.</p> <p>The inspector shall complete all forms and proper documentation and forward it to Rover to place them in the welder’s folder.</p> <p>All Service Provider inspectors witnessing test welds shall be a Qualified Service Provider Welding Inspector and Service Provider will provide Rover with the Service Provider inspectors’ CWI certifications for Rover’s records. The designated welding inspector shall ensure conformance to the applicable WPS and as minimum perform the following inspections: joint fit-up, root pass inspection prior to the hot pass being deposited and the cap pass prior to radiographic testing.</p> <p><u>Exclusions:</u></p> <ul style="list-style-type: none"> • Rover to provide contracted services for destructive and non-destructive testing (e.g., nick test, bending, x-rays). • Rover will provide Service Provider inspectors with the welder’s qualifications record and expiration dates.
Transition Period:	6 months

149-GO: GBE business process support

ID	149-GO
Service:	GBE business process support
Detail:	<p>Service Provider will provide business process and business product owner support for the GBE application suite. This will include:</p> <ul style="list-style-type: none"> • Defect management and resolution. • Work around management and resolution. • Customer and business impact analysis. • Coordination and resolution of daily integration issues (e.g., work order syncing). • Interface with Rhode Island GBE user community. • Training on application and/ or process enhancements <p>Defects impacting the Rhode Island business will continue to be prioritized in a manner consistent with practice prior to close.</p> <p>The GBE application suite includes the following business application only:</p> <ul style="list-style-type: none"> • ArcPortal • ArcPRO • Lemur • Maximo • Salesforce including CRM call center, Dispatch, FSL field forms • Workforce <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • Business process and business product owner support for applications not specified.
Transition Period:	12 months

150-GO: Gas Complex Project Support

ID	150-GO
Service:	Gas Complex Project Support
Detail:	<p>Service Provider will make available Project Development, Project Management and Engineering and Asset Management employees to prepare the deliverables required to fulfil the Service Provider Gate C stage gate checklist for the following projects: C079870 LNG - Exeter Boiloff Compressor 2 and C080782 LNG - Exeter AESD System.</p> <p>The Gate C deliverables will be consolidated into a Project Execution Plan (PEP) and turned over to Rover who will assume accountability of the remainder of the project.</p> <p>Specifically, the Project Execution Plan (PEP) will comprise:</p> <ul style="list-style-type: none"> • Issue for Bid (IFB) engineering documentation • Detailed estimate • Estimate risk profile • Baseline schedule • Environmental checklist • Process Safety Facilities Hazard Analysis • Sourcing strategy <p><i>Exclusions:</i></p> <ul style="list-style-type: none"> • The Gate C deliverables will be prepared in accordance with Service Provider’s preferred design solution as at Closing. Service Provider will not reflect changes made to the design solution after Closing by Rover.
Transition Period:	Until completion of the Service Provider Gate C checklist for specified projects.

152-GO: Operations Engineering Training Support

ID	152-GO
Service:	Operations Engineering Training Support
Detail:	<p>Service Provider will provide facilitated and on-the-job training to a maximum of three Rover operations engineers - not including conveying engineers shadowing the training - as nominated by Rover management to support the development of capabilities in the following operations engineering activities:</p> <ul style="list-style-type: none"> • Analysis of Growth Capacity Requests from Gridforce • SOP Reviews from SOP system to Synergi • Management of day-to-day on-hours field requests • Identification and maintenance of primary valve program • Identification and handling of various field support requests, providing customer counts, purging procedures and technical research relating to emergency support • Operations Engineering emergency response plan and protocol • Synergi modelling software analysis <p>Training will be delivered over a three-month schedule at an average of 20 hours per week and will be phased according to the needs of each trainee.</p> <p>Facilitated training will be conducted either remotely or at a Service Provider facility. On-the-job training will be conducted in-person at a Service Provider facility.</p> <p>Service Provider will be responsible for providing access to all applications needed to deliver the agreed training curriculum for Rover operations engineers.</p> <p>Service Provider will provide written documentation that contains guidance for the operations engineering activities listed. The written documentation will be turned over to Rover following the completion of the training, who will then assume accountability for the content of the document.</p> <p><u>Exclusions:</u></p>

	<ul style="list-style-type: none">• Service Provider will not make day-to-day operational decisions on behalf of Rover for Operations Engineering.• Service Provider will not advise Rover on operational decisions for Operations Engineering.
Transition Period:	July 31, 2022

Appendix 1 – Gas Control operational decision RAPID framework

Event	Criteria ¹	Event description	R	A	P	I	D
Gas Emergency - Type 1	<30 min	1000 and greater customer outages or expected duration 72 hours or greater. Forecasted 1 in 100-year weather event and/or other most extreme weather event.	NG	NG	NG	NG	NG
	>30 min or ICS	1000 and greater customer outages or expected duration 72 hours or greater. Forecasted 1 in 100-year weather event and/or other most extreme weather event.	PPL ²	NG	NG	JOINT	PPL
Gas Emergency - Type 2	<30 min	500 to 999 customer outages or expected duration of 36 to 72 hours. Forecasted extreme flooding/icing event with potential to cause major road/bridge closures.	NG	NG	NG	NG	NG
	>30 min or ICS	500 to 999 customer outages or expected duration of 36 to 72 hours. Forecasted extreme flooding/icing event with potential to cause major road/bridge closures.	PPL ²	NG	NG	JOINT	PPL
Gas Emergency - Type 3	<30 min	50 to 499 customer outages or expected duration of 24 to 36 hours. Forecasted extreme flooding even with potential to cause outages.	NG	NG	NG	NG	NG
	>30 min or ICS	50 to 499 customer outages or expected duration of 24 to 36 hours. Forecasted extreme flooding even with potential to cause outages.	PPL ²	NG	NG	JOINT	PPL
Gas Emergency - Type 4	No ICS	10 to 49 customer outages or expected duration of 8 to 24 hours. Hurricane named.	PPL ²	NG	NG	NG	NG
	ICS	10 to 49 customer outages or expected duration of 8 to 24 hours. Hurricane named.	PPL ²	NG	NG	JOINT	PPL
Gas Emergency - Type 5	No ICS	Less than 10 customer outages and, expected duration less than 8 hours.	PPL ²	NG	NG	NG	NG
	ICS	Less than 10 customer outages and, expected duration less than 8 hours.	PPL ²	NG	NG	JOINT	PPL
Response to abnormal operating conditions	<30 min	Response to alarms, indications of over/under pressure, flow limitations	NG	NG	NG	NG	NG
	>30 min	Response to alarms, indications of over/under pressure, flow limitations	PPL ²	NG	NG	JOINT	PPL
Interactions with Regulatory Agencies			PPL ²	NG	PPL	JOINT	PPL

KEY:

R = Recommend a decision or action A = Formally agree to a decision – views must be reflected in final proposals P = Accountable for performing a decision once made
I = Provide input to a recommendation – views may or may not be reflected in final proposals D = Make the decision – commit Rhode Island Gas Business Unit to action.

¹ Criteria refers to time available to make the decision, or, if an Incident Command Structure has been mobilised.

² PPL “Recommend” responsibilities refers to involvement from PPL Field Operations and/or PPL Engineering

Appendix 2 – OQ Test Content Confidentiality Policy Acknowledgement

OQ Test Content Confidentiality Policy Acknowledgement

Task(s) to be reviewed: _____

OQTC Content Review: Allison Brems

Name of Participant: _____

Keeping the integrity of National Grid's Operator Qualification Test Content is a critical priority. Each time/session prior to reviewing or discussing any test content, the OQ Test Content Confidentiality Policy must be reviewed and acknowledged by all parties involved.

Please add checks or X next to each item by clicking in the box and sign and date below.

I acknowledge:

- I have reviewed the OQ Test Content Confidentiality Policy.
- All test content is stored on a secure server which I do not have access to.
- I will be in a Review of test content must be done in a secure area.
- I will keep anything discussed during a Content Review Session/Discussion treated as confidential and not shared with individuals not included in the session.
- I will not take notes or pictures or record any discussion during the Review Session/Discussion and allow them to be taken by the CC and saved on the secure server.
- I have submitted my documentation needed to support test content OQTC Content Team prior to the session which will be displayed electronically as needed.
- I will not have documents open during the Content Review.

Signature of Participant

Date

Human Resources

SERVICE DESCRIPTIONS – HR

118-HR: LABOR RELATIONS 2

119-HR: REGULATORY TRAINING..... 4

122-HR: WORKFORCE PLANNING AND PEOPLE ANALYTICS 6

123-HR: TALENT MANAGEMENT 7

118-HR: Labor Relations

TSA ID	118-HR
Service:	Labor Relations
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● Provide insight on current NG practices as useful background information for: Local 310 (400 employees), Local 310b (c. 70 employees), and Local 12431 (292 employees), but these practices are not intended to govern how Rover interprets and implements the CBA clauses. ● Provide Rover any historical information / investigative documentation (this does not include any work products and only pertains to output results) that Rover does not have access to in the efforts to resolve any formal grievances or arbitrations that remain unresolved as of the Close date or arise thereafter but relate to events occurring before the Close date. Rover will have access to represented employees’ personnel files through Service Provider’s Employee Services during the duration of that TSA and will get full access and control of the documentation at the end of the Employee Services TSA. <ul style="list-style-type: none"> ● This support may consist of a briefing call with a Service Provider labor partner but shall not involve making recommendations and/or drafting of documentation. ● This support does not include involvement of Service Provider in conducting interviews or investigations on behalf of Rover. ● Include access to all historical documents (this does not include any work products and only pertains to output results) in accordance with the recordkeeping language within the SPA, provide access to historical documents, including in excel/shared drive, and offsite, active discipline, grievances, CBAs and MOUs in Iron Mountain, arbitration decisions, and settlement and interim agreements. ● Include access to Service Provider’s Labor Director for historical labor related knowledge. <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● All other labor relations support to be assumed by Buyer at Close including, but not limited to the negotiation process or establishment of new contracts for Local 310, Local 310b, and local 12431 ● Support for grievances, arbitration, investigations for employee misconduct, performance, or policy violations that arose after the Close date ● Knowledge transfer post-Close <p><u>Hours of operation:</u></p>

	<ul style="list-style-type: none">• Support is available from Monday – Friday, 7:00 a.m. – 6:00 p.m. Eastern Standard Time
Transition Period:	12 months

119-HR: Regulatory Training

TSA ID	119-HR
Service:	Training (Regulatory, Compliance and Technical)
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● Provide access to regulatory, compliance and technical training materials and platforms including in-person and web-based <i>regulatory, compliance and technical</i> training delivery, administration, and tracking consistent with current practices. This includes CBTs, the LMS, and any other materials and software used in training. ● Administer business owned trainings that reside within the Service Provider’s LMS through yearly learning plans. ● Provide training based on historical Service Provider policies, procedures, and training requirements; Service Provider will not support or take on any buyer-specific policies, procedures and/or training requirements. ● Provide reporting support as required and exist in the Service Provider’s LMS system ● Continue to maintain regulatory, compliance and technical training content, data, and assignments. ● Support the facilitation/maintenance of training facilities, fleet, materials, equipment, tools and IT support ● Provide instructor led trainings and they will be delivered through both Service Provider and Rover instructors to accommodate said instructor related ratio regulations, including fleet, materials, equipment, and tools used for training. ● Provide security measures for Rover instructors and Rover employees that will be utilizing the training facilities ● Service Provider will provide instructor-led Welding Qualifications for Rover employees ● The Academy will continue to provide reasonable training support for any new Operator Qualifications mandates within the RI territory that may develop during the TSA timeline. The Buyer’s Pipeline Safety Department will be responsible for testing of any new Operator Qualifications mandates within the RI territory that may develop during the TSA timeline <ul style="list-style-type: none"> ○ Reasonable Training: Mandate from RI Public Utilities Commission to increase a portion of a current training ○ Non-Reasonable Training: Regulation changes that will impose serious labor risks/costs/time and impact to facilities and equipment, etc. to Service Provider ● Service Provider will recruit and hire a contractor for the sole purpose of supporting this TSA. This role will only be hired for the duration of this TSA and will be funded by Rover; this role will provide such services: <ul style="list-style-type: none"> ○ Serve as the point person for ordering training materials and ensuring training related costs are correctly invoiced to the “buying” (Rover) company ○ Support and troubleshoot RollCall issues that the “buying” company’s instructors may encounter ○ Serve as the point person for issues with the “buying” company’s training data, related to Operator Qualifications <p><u>Service Exclusions:</u></p>

	<ul style="list-style-type: none"> ● New non-regulatory RI-Specific training will not be delivered or tracked through the Service Provider’s LMS. ● Service Provider will not be responsible for Rover required assignment or tracking of FERC Standards of Conduct or NERC Cyber Security training. ● Leadership training, ethics training or content, professional development, leadership and capability training ● Product specific training requirements (e.g. Gas operations, Electricity operations, etc.) ● Training facilities access ● Training for 'contractors' defined as external vendors hired, the contractors will be responsible to provide and receive their own trainings through their own channels ● NG will not be responsible for purchasing any material and/or equipment specific to RI <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● Support is available from Monday – Friday, 7:00 a.m. – 4:00 p.m. Eastern Standard Time
Transition Period:	Close - 1/1/2023

122-HR: Workforce Planning and People Analytics

TSA ID	122-HR
Service:	Workforce Planning and People Analytics
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● Provide standard PowerBI reporting publication of Quarterly Exec People Analytics Briefing Pack, on a quarterly basis, based exclusively upon data and organizational hierarchies within MyHub, on a quarterly basis. Standard reports to include summary level data and views for workforce planning reporting ● Provide Population Summary flat file quarterly from MyHub to enable Rover to conduct their own people analytics. File will contain employee listing of all Rover employees, company code 5360. (The report will comprise Personal Identifiable Information, PII and Sensitive Personal Information, SPI and will require secure transmission channel and access by only Rover personnel authorized to access confidential HR data) <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● Reporting of workforce data which does not reside within MyHub ● Workforce reporting where a unique identifier of conveyed employees does not exist ● Non-employee Managed Service Provider reporting ● Direct access to PowerBI environment or any data files allowing user manipulation, calculations or formulas, or technical components which feed and enable PowerBI products ● Initial source data files, Rover will not have direct access to MyHub data ● Strategic planning support ● Data analysis <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● Support is available from Monday – Friday, 9:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	12 months, reporting provided every three months at the start of each quarter.

123-HR: Talent Management

TSA ID	123-HR
Service:	Talent Management
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> ● Ad hoc provision of limited advice / knowledge transfer to Rover for Talent processes ● Ad hoc historical reporting needs (based on standard reporting templates) to the extent not covered by 024-BS: HRIS – Reporting TSA schedule ● Provide access to historical 360 Assessments conducted on Day 1 + 60 days <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● Identification of key leadership requirements and the associated leadership development ● Succession planning and talent review ● Diversity and inclusion processes <p><u>Hours of operation:</u></p> <ul style="list-style-type: none"> ● Support is available from Monday – Friday, 9:00 a.m. – 5:00 p.m. Eastern Standard Time
Transition Period:	3 months

Health, Safety & Environment

**SERVICE DESCRIPTIONS – HEALTH & SAFETY, MONITORING & COMPLIANCE
(NARRAGANSETT ELECTRIC COMPANY)**

**055-HSE: Health, Safety, Environment (HS&E) and Security, Regulatory
Monitoring, Reporting, and Compliance Consulting Services 2**

056-HSE:Field Safety Support..... 3

059-HSE: Site Investigation and Remediation (SIR)..... 5

060-HSE: Environmental Consulting Services 6

064-HSE: Site Security Services 10

065-HSE: DOT Compliance / DQF 12

130-HSE: Health Services 14

131-HSE: Safety Policy & Programs..... 16

055-HSE: Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring, Reporting, and Compliance Consulting Services

TSA ID:	055-HSE
Service	Health, Safety, Environment (HS&E) and Security, Regulatory Monitoring, Reporting, and Compliance Consulting Services
Detail:	<p>Service Provider will make its personnel available to Rover to respond to questions regarding federal, state, and local and regulatory HS&E issues applicable to Rover and its business. Service Provider will provide informal training to Rover’s employees responsible for such HS&E related report filings including training at Service Provider’s offices, process walkthroughs and explanations of business process inputs and outputs, and any other related activities prior to and during the applicable reporting period. This will include but is not limited to Rhode Island regulatory filings, prepare OSHA annual 300 and 300A filings, benchmarking reporting, DOT reporting, environmental related SEC 10Q/10K reporting and Asset Retirement Obligations (ARO) reporting.</p> <p>Service Provider will continue to maintain and update official HS&E Policies and Procedures as would be required prior to Closing.</p> <p>Service Provider will provide advice to Rover to develop the medical screening programs under DOT and Occupational Safety and Health Administration (OSHA), including Fitness for Duty and the Drug and Alcohol Programs. Service Provider will assist Rover to file with the relevant regulatory agencies any required documents under those programs.</p>
Transition Period	24 months

056-HSE:Field Safety Support

TSA ID:	056-HSE
Service	Field Safety Support
Detail:	<p>If requested, Service Provider will assist Rover with its management of safety issues in the field, in particular:</p> <ul style="list-style-type: none"> • FS - Safety Observations - Provide consultation on a variety of safety performance tasks / activities across the business through safety observations. • FS - 2nd Level Assurance - Provide consultation on second level assurance. • FS - Respond to Safety Incidents – If requested, advise on incidents in the field to assist partners in making situation safe, advise on information gathering and determining actions to be taken to make safe and next steps • FS - Incident Analysis – Provide consultation on incident investigation teams as SMEs. Key functions are to advise on root cause analysis, actions to be taken and lessons learned; advise as SME in TapRoot tool • HASPs – Act as consultative support for partners on Health & Safety Plans • OSHA / Regulatory Compliance – Advise on any pending OSHA or regulatory compliance cases; SME to advise partners, advise on incidents / investigations through OSHA and other regulatory agencies • FS - Storm Support – Advise any storm support personnel for Operations as well as information for on-boarding of Electric Business Unit external contractors when reporting for storm duty • FS - SME for Policy & Procedures – Provide advice and guidance with regards to internal safety policy and procedures as well as external compliance with OSHA and other regulatory agencies. • FS – Training – Provide consultation on education and training as needed for programs and/or regulatory mandates (Silica, Hearing Protection, Rubber Glove Program as examples) • FS – Safety Support - Advise on programs and initiatives aimed at incident prevention and performance improvements

	<ul style="list-style-type: none"> • Process Safety – If requested, assist various process safety risk assessments, as well as providing subject matter expertise to aid in incident analysis and corrective action(s) following a Process Safety incident for process safety management system issues on gas pressure regulating, gas transmission, CNG and LNG assets, including the vetting and approving LNG transportation vendors
Transition Period	6 months

059-HSE: Site Investigation and Remediation (SIR)

TSA ID:	059-HSE
Service:	Site Investigation and Remediation (SIR)
Detail:	<p>Service Provider will provide reasonable assistance to Rover in connection with the following services:</p> <ul style="list-style-type: none"> • Financial analysis related to RI filings, SIR reserves, and fund forecasts. • Preparing annual rate filings (The Narragansett Electric Company d/b/a National Grid Electric Environmental Response Cost Report and Annual Environmental Report for Gas Service)
Transition Period:	24 months

060-HSE: Environmental Consulting Services

TSA ID:	060-HSE
Service:	Environmental Consulting Services
Detail:	<p>If requested, Service Provider will continue to provide Rover with environmental management consulting services related to:</p> <p>Site Investigation and Remediation (SIR)</p> <ul style="list-style-type: none"> • SIR projects • Manufactured Gas Plant site and PCB related investigation and remediation • Establishing annual project budgets • preparing regular financial and reserve (contingency) fund forecasts, • Assisting with the annual rate filings (The Narragansett Electric Company d/b/a National Grid Electric Environmental Response Cost Report and Annual Environmental Report for Gas Service) • Assistance with preparing written reports and/or information for testimony • Conducting periodic site inspections including but not limited to the minimum frequency as specified by local, state and federal regulations, orders, decrees or agreements. • Support response to any public complaints, and/or in response to incidents at the site involving an agency-reportable release or activity. • Management and coordination with third-party environmental consultants supporting MGP site investigation, remediation, and monitoring • Development of work plans for site investigations, risk characterizations, remedial action plans, remedy implementation plans, construction specifications and project closures • Evaluation of proposed project work scopes for reasonableness in meeting project and regulatory objectives • Assessment of proposed and/or invoices consultant costs for reasonableness

	<ul style="list-style-type: none">• Evaluation of contractor proposal documentation (including technical and financial aspects) and proposed field change orders to assess if cost are reasonable• matters involving interaction with local, state and federal regulators <p>Environmental Field Support</p> <ul style="list-style-type: none">• Site investigations• Environmental complaint investigation and management, including remediation of environmental non-compliance findings and 3rd party property damage in resource areas• Avian protection including avian mortality and incident tracking, required reporting, and interface with the regulatory agencies.• Air emissions management and reporting• Pollution prevention• Property due diligence, including All Appropriate Inquiries (AAI), Phase I and Phase II Environmental Assessments• Solid and hazardous waste management including but not limited to, proper chain of custody and management of contaminated fill/soils• Water and wetlands protection including operations and maintenance related to natural resource mitigation sites, natural resource(s) permits and approvals, environmental studies, and protection of endangered and threatened species• Permit application and compliance including contract and management of engineering and environmental contractors performing permit application development and support services• Environmental inspection during construction• Post-construction stormwater management (PCSM)• Regulated storage tank management• Recycling management including but not limited to recycling services during both operations and construction• Inspection of operating facilities and major construction projects to evaluate compliance with various environmental requirements at a minimum frequency as required by law, regulation, permit, agreement, order, decree, and/or agency request
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	<ul style="list-style-type: none">• Environmental Compliance Assurance Program (ECAP) for the applicable service period for such Transition Service set forth on this Exhibit A <p>Spill Planning/Control/Response</p> <ul style="list-style-type: none">• Spill planning, control, incident response, and clean-up activities <p>If requested, Service Provider will continue to provide Rover with environmental management consulting and/or training services related to:</p> <p>Environmental Licenses, Permits and Orders</p> <ul style="list-style-type: none">• Existing local, state, and federal environmental licenses, permits, agreements, decrees and orders, including the renewal of licenses and permits.• Transfer of any required operating licenses, permits and orders for Rover's business. <p>Exclusions:</p> <ul style="list-style-type: none">• Provide all environmental field support for Rover business• Manage spill planning, control, incident response, and clean-up activities• Manage, develop, update and execute Facility Spill Prevention Control and Countermeasures (SPCC) and other spill contingency plans• Conduct all necessary agency interface and reporting in the event of a reportable release or spill event• Complete all necessary environmental permitting and licensing activities related to existing operations and construction projects.• Responsible for compliance with all environmental licenses, permits and orders for Rover's business. <p>Service Provider will make its personnel available to Rover to respond to questions from Rover regarding environmental data systems, historical and location specific information, and records relevant to Rover.</p> <p>Service Provider will make available environmental staff and subject matter experts to Rover for consultation on environmental planning and management issues related to Rover.</p>
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	Service Provider will provide guidance to Rover's legal counsel, as required. Service Provider will administer contracts until end of TSA period
Transition Period:	12 months

064-HSE: Site Security Services

TSA ID:	064-HSE
Service	Site Security Services
Detail:	<p>Service Provider will support the continued operations of Rover’s business under existing security clearance systems and procedures, the restriction of access to Rover facilities to authorized individuals, maintaining infrastructure support for video security and card key access. To the extent possible, Service Provider will provide site monitoring for Rover’s facilities consistent with the support provided prior to Deal Close.</p> <p>Security services will include the provision of the following activities:</p> <ul style="list-style-type: none"> • Provide security control, monitor and log services for sites currently monitored in the Security Control Center • Coordinate security communication and response services • Provide Rover with access to Service Provider’s facilities, as requested • Provision site security access cards as needed • Perform annual critical-site vulnerability inspections • Manage contract guard service agreements • Provide regulatory activities and audits surrounding monitoring, training, annual maintenance and compliance with respect to latest North American Electric Reliability Corporation (NERC), Pipeline and Hazardous Materials Safety Administration (PHMSA), and other security regulations as applicable • Control, monitor and log access as per NERC CIP 006 as applicable • Manage, update and issue security services manuals and other written security procedures • Respond to security incidents through surveillance, notify Rover’s Corporate Security team, and contact law enforcement as applicable • Provide training and certifications as needed, including DOT training and certifications required by the Pipeline and Hazardous Materials Safety Administration (PHMSA)

	<ul style="list-style-type: none">• Process law enforcement requests originating from official letterhead or subpoena
Transition Period	24 months

065-HSE: DOT Compliance / DQF

TSA ID	065-HSE
Service:	DOT Compliance / DQF
Detail:	<p>During the transition period, Service Provider will provide oversight and administration of DOT Compliance, specifically the Driver Qualification File (DQF) program, in a manner consistent with the provision of such services prior to completion and in line with Service Provider’s current processes unless otherwise specified herein and/or by Rover. This will apply to all employees conveyed from Service Provider to Rover on Day 1, any Rover new hires between Day 1 and April 30, 2022 (if applicable), and any Rover Bargaining Unit employees hired on or after May 1, 2022. Rover salaried employees hired on or after May 1, 2022 will be excluded from these services.</p> <p>DOT Compliance (DQF) services include:</p> <ul style="list-style-type: none"> ● Maintain Service Provider’s instance of the BeaconInsight software and Supervision software for Rover’s DOT Compliance (DQF) Program ● Manage the employee roster and user roster ● Ensure all DOT-required files managed by Service Provider are maintained (select files are dependent on documents provided by Rover supervisors and physician’s assistant). Manage and load: <ul style="list-style-type: none"> ○ Motor vehicle records ○ DOT previous employer drug and alcohol reports ○ DOT Drug & Alcohol Testing Policy Certificate of Receipt ○ FMCSA Clearinghouse Pre-Employment Full Query Result ○ FMCSA Clearinghouse Annual Limited Query Result ○ Medical Cards (forwarded from Rover physician’s assistant) ● Verify all documents loaded into system by Rover supervisors, including: <ul style="list-style-type: none"> ○ Driver’s License ○ Annual Review of Driving Record ○ Driver Application ○ FMCSA Clearinghouse Limited Query Consent Form ● BeaconInsight will verify all batch files loaded by 1) Service Provider Drug & Alcohol team for Clearinghouse and drug & alcohol materials, 2) Medical Cards loaded by the Service Provider

	<p>Health team, and 3) Motor Vehicle Records loaded by the Service Provider DOT Analyst</p> <ul style="list-style-type: none"> ● Review files and assignments rejected by BeaconInsight, and reassign as necessary ● OSHA / Regulatory Compliance – Advise on any pending OSHA or regulatory compliance cases <p>Exclusions: DOT compliance for any Rover salaried employees hired on or after May 1, 2022 (e.g. salaried employees will be hired directly through Rover starting May 1, 2022, and DOT Compliance for those employees will be managed directly by Rover).</p>
Transition Period:	12 months

130-HSE: Health Services

TSA ID:	130-HSE:
Service:	Health Services
Detail:	<p>The Service Provider will assist Rover with its management of health services, including in particular:</p> <ul style="list-style-type: none"> • Drug & Alcohol programs, testing, administration, and compliance with state and federal regulations (ex. FMCSA Clearinghouse, U.S. DOT D&A MIS Data Collection Forms) • Oversight of Drug & Alcohol contractor compliance management and coordination with third-party DISA for RI contractors • Records retention (current and past D&A results, Medical Exams, Workers’ Compensation, etc) • Updating of Health Services-related forms, policies and procedures and related SharePoint sites as programs and regulations changes • Administration of Health Services TPA and vendor contracts • Completion of DOT background check/safety performance history verification for current and previous employees (DOT regulation 49 CFR Part 40 Subpart B, Section 4A.25 and Section 391.25) • Absence / Leave (disability) management and accompanying benefits, Rhode Island TDI, fitness for duty exams, sick leave calculations, ADA compliance, administration & case management • Direct and advise supervisors so that Health Services-related time coding is properly entered within employee timecards (FMLA, SICK/STD/LTD, Workers’ Compensation, Military, etc) • Current and past occupational injury and illness - individual claims, litigations, legal holds, and related payroll offsets • Transferring of open Workers’ Compensation cases to Rover’s TPA ESIS for conveying Rover employees, Service Provider will transfer reopened cases post-Day 1 as needed • Management and coordination of pre-employment / internal transfers – DOT driver, D&A, Respirator fit testing, and

	<p>required medicals, excluding 1) the exams themselves and 2) entry into EMR</p> <ul style="list-style-type: none"> • Administration and oversight of all Health Services programs, contracted benefits, and record retention • Well-being as Outlined in the HR TSA – injury prevention, manage athletic trainer network, nutritional well-being, flu shots, Virgin Pulse application, wellness policies and programs • Employee assistance programs (CCA) – Administration of mandatory referrals, work/life balance counseling referrals, case management, grief counseling, policies, contracts, and vendor oversight • COVID-19 program management – contact tracing, symptom checks, facility access requests, PPE compliance, protocol changes, employee-related communications • Continue to support DOT background checks from subsequent-employers (e.g. ex-National Grid/Rover employee with a new employer) • Performing FMCSA Clearinghouse New Hire or Transferring employee background checks, Annual Reporting, and Records Compliance for Drug & Alcohol Violations
Transition Period	12 months - Aligned with Payroll/HRIS TSA

131-HSE: Safety Policy & Programs

TSA ID:	131-HSE
Service:	Safety Policy & Programs
Detail:	<p>If requested, Service Provider will assist Rover with its management of Safety policy and programs by providing consultation for the following activities:</p> <ul style="list-style-type: none"> • Safety governance structure and processes • Industrial hygiene (IH), including informing on current IH monitoring activities or studies • Safety training and driving training program and materials • Oversight to DOT compliance requirements for licensing monitoring, Driver Qualification Profile (DQP) • Manage and maintain essential PPE catalogue • Safety Policy and Procedures Management, including maintenance of the Safety Handbook • Material Data Sheet management • Safety Communication processes <p>While employees are paid through Service Provider payroll systems, provide monthly hours for OSHA reporting requirements.</p> <p>While Contractors are still under Service Provider's ISN instance, Service Provider to provide weekly report of grading status.</p>
Transition Period	6 months

Information Technology

IT TRANSITION SERVICES

The IT Transition Services listed in the below schedules capture the ongoing support of existing applications and infrastructure used by Service Provider to support Rover and its Affiliates. The term for each IT Transition Service is based on the anticipated time required by Rover and its Affiliates to assume responsibility for such IT Transition Services. The Parties agree that the dates set forth within this schedule represent the end date for such Services, and that Rover will endeavor to migrate to Rover's own systems as soon as reasonably possible.

Rover acknowledges that Service Provider or its Affiliates may be in the process of transitioning certain IT services (including those performed by contractors of Service Provider and/or its Affiliates) and applications used to provide IT Transition Services hereunder, and that such transition may occur during the Transition Period. Accordingly, it is understood and agreed that certain IT Services used to support Rover may be transitioned to new applications and/or service agreements that will be used to support Rover during the Transition Period. The timing of any Service Provider IT service or application transition may be subject to change at Service Provider's sole but reasonable discretion, unless such transition would result in a material business disruption of Rover, in which case Service Provider shall inform Rover in advance of such disruptions including any resulting material changes to the level of service. Once Service Provider completes the transition to any new service or application, Service Provider will not be required to maintain the legacy application for use by Rover. The Parties will work together to minimize the impact of any such transition on Rover where reasonably practical.

All IT Transition Services described herein will be subject to any service terms and conditions and licensing restrictions imposed on Service Provider under its hardware, software, telecommunications, and other vendor agreements.

Any data extracts provided to Rover by Service Provider hereunder shall be in the native format or as otherwise agreed to by the Parties.

Rover agrees to abide by Service Provider's cyber-security policies applicable to its receipt of the Services, to the extent such cyber-security policies have been provided Rover with reasonable advance notice. Likewise, Service Provider shall abide by Service Provider's cyber security and privacy policies via their technology risk management process applicable to its provision of the Services ("Service Provider IT Policies").

Service: IT - 1	Business Application Services
Detail:	<p>Service Provider shall provide support for Service Provider’s critical commercial, operational, and corporate business system applications used by Rover including the support of business logic, application code, and any other necessary interfaces or components required to provide continued business functionality at service levels consistent with those of Service Provider’s Affiliates¹:</p> <ul style="list-style-type: none"> • <u>Back Office Systems</u>. Support for back-office applications, as necessary to run Rover: Accounting, Purchasing, Finance, Tax, Supply Chain, Budgeting, Legal Hold, and Human Resources. • <u>Front Office Systems</u>. Support for the front office systems, as necessary to run Rover: Asset Management, GIS, Work Management & Scheduling, Field Operations, Transmission and Distribution, Meter Data Systems. • <u>Customer Systems</u>. Support for Customer related systems as necessary to run Rover: Customer Information, CRM, Contact/Call Centers. • <u>Other Systems</u>. Support for the “specialized” systems used by Service Provider that support Rover’s assets, as necessary to run Rover: CADD, Business Intelligence, specialized Business & Engineering applications. <p>Service Provider will provide the following additional Business Application Support Services:</p> <ul style="list-style-type: none"> • Support Business Applications, for Service Provider IT Managed Applications and Infrastructure, by providing Application Management Services, as necessary to run Rover, including: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem Management • Change Management Release Management • Preventative Maintenance (Maintenance windows will be established by Service Provider and coordinated with Company to ensure proper business continuity) • Corrective Maintenance (Maintenance windows will be established by Service Provider) • Application Monitoring

¹ 1: For the purposes of this Exhibit A, Service Provider Affiliates will include both Newquay operating companies and service companies

	<ul style="list-style-type: none">• Application Scheduling• Application Testing• Application Availability Management• Data Management• Database Administration and Maintenance Support• Service Continuity
Transition Period:	24 months from date of Close

Service: IT - 2	Service Desk and Service Management Integration Services
Detail:	<p>Service Provider will provide the following Service Desk and Service Management Integration Services at service levels consistent with Service Provider’s Affiliates:</p> <p>1. Service Desk:</p> <ul style="list-style-type: none"> • Provide support and user administration functions through the Service Desk. • Collect information about and report on the status of events, incidents, and problems. • Maintain a repository of knowledge regarding the IT environment to maximize the number of Events that can be handled by the Service Desk without delay or assistance. • Operate the Service Desk. • Provide Service Desk Services, including: <ul style="list-style-type: none"> • Incident Management • Event Management • Problem Management • Request Fulfillment • Access Management • Change Management <p>2. Service Integration and Management Services:</p> <ul style="list-style-type: none"> • Provide Service Integration and Management Services, including: <ul style="list-style-type: none"> • Incident Management • Event Management • Problem Management • Reporting Services • Root Cause Analysis
Transition Period:	24 months from date of Close

Service: IT - 3	Collaboration Services (E-Mail and Collaboration Tools)
Detail:	<p>Service Provider will provide the following E-mail and Collaboration services at service levels consistent with those of Service Provider’s Affiliates:</p> <ul style="list-style-type: none"> • Employees transitioned to Rover on Day 1 will be provided Rover E-mail support services during the Transition Period. • Legacy Rover employees requiring access or newly hired employees will be provided access as a contractor under mutually agreed terms to process by both Rover and Service Provider. • Future E-mail and collaboration strategies and any sharing will be agreed to by both Rover and Service Provider as agreed in writing by both parties.
Transition Period:	24 months from date of Close

Service: IT - 4	Data Center Services
Detail:	<p>Service Provider will provide the following Data Center Services at service levels consistent with Service Provider's Affiliates:</p> <ul style="list-style-type: none"> • Support the data center computing infrastructure for the Business Applications • Provide the existing environment to support the availability and performance of installed assets • Manage floor space within the data center. • Provide Data Center Services including: <ul style="list-style-type: none"> • Event Management • Incident Management • Problem Management • Systems Administration and Monitoring • Production Control and Scheduling • Backup and Data Protection Services • Capacity Management • Environmental Management • Data Center Provisioning • Physical Access Security • IT Business Continuity • Disaster Recovery • Availability Management <p>Configuration and Asset Management</p>
Transition Period:	24 months from date of Close

Service: IT - 5	Client Services
Detail:	<p>Service Provider shall provide desktop support at service levels consistent with Service Provider's Affiliates for Service Provider supported hardware and software products including but not limited to, as necessary to run Rover:</p> <ul style="list-style-type: none"> • <u>Installations</u>. Installation of Service Provider software packages, computer setup, anti-virus, and coordination for network and hardware support. • <u>Desktop and Laptop PC's</u>. Support for the desktop and laptop PC's currently in use at Rover and, by written exception, any net-new equipment required and mutually agreed to by both Rover and Service Provider in support of the Service to access and operate Service Provider's applications. • <u>Field PC's and Mobile Electronic Devices</u>. Support for the mobile electronic field equipment used by Rover's field personnel, including hardened laptops, field handheld computers, Automatic Vehicle Location Systems (AVLS) devices, cellular modems. • <u>Truck-mounted Mobile Field Equipment</u>. Support and maintain truck-mounted field equipment required to access and operate Service Provider's application systems used by Rover. • <u>Printers, Copiers & Fax's</u>. Support for printers, copiers and FAX machines currently installed at Rover.
Transition Period:	24 months from date of Close

Service: IT - 6	Commercial Services
Detail:	<p>Service Provider shall continue to maintain contract and license support, to ensure continuity of the services provided under the IT Transition Services Agreement (“TSA”), pay invoices, and procure hardware and software as necessary to at a minimum sustain operations at service levels consistent with Service Provider’s Affiliates. In addition, Service Provider shall:</p> <ul style="list-style-type: none"> • Assist Rover with identification of software licenses that are used solely by Rover and required to support the operations of Rover. • Ensure hardware maintenance and software support contracts are in place for the duration of the Transition Period. • For supplier contracts that Service Provider maintains ownership of during the Transition Period that provide goods and services that are otherwise used in the support or maintenance of Rover and other facilities operated by Service Provider or any of its Affiliates, Service Provider will employ commercially reasonable efforts to maintain in effect such supplier contracts or ensure continuity of the services provided under this Information Technology Schedule (this “IT TSA”) during the Transition Period. <p>Service exclusions:</p> <ul style="list-style-type: none"> • Negotiation and/ or extension of contracts expiring during the Transition Period.
Transition Period:	24 months from date of Close

Service: IT - 7	IT Infrastructure Services
Detail:	<p>Service Provider shall provide IT servers, storage and network devices, and all controlled computing facilities at service levels consistent with Service Provider’s Affiliates, including:</p> <ul style="list-style-type: none"> • File Servers - Support and maintain the File Servers used by Rover. • Application/Platform Servers – Support and maintain the servers used by Rover. • Mainframe – Support and maintain the mainframe environment used by Rover. • Storage – Support and maintain the storage hardware used by Rover. <p>To the extent any of the above referenced equipment is owned by Service Provider, the Parties will discuss the transfer of such equipment to Rover on mutually agreeable commercial terms, where appropriate/feasible.</p>
Transition Period:	24 months from date of Close

Service: IT - 8	Networking Support
Detail:	<p>Service Provider shall provide the following network management services to Rover at service levels consistent with Service Provider’s Affiliates:</p> <ul style="list-style-type: none"> • <u>Business Internet Protocol (IP) Networks</u>. Support for the IP intranet (Service Provider internal) network, including all network hardware installed at Rover. • Support for the IP networks that are used for the <u>Energy Management System (EMS), Gas Energy Management System (GMS), and Outage Management System (OMS)</u> at Rover. • <u>Desk Phones and PBX (Phone System)</u>. Support for the PBX and telecom circuits that are used at Electric and Gas Energy Management Systems at Rover. • <u>Wireless Phones and Data Ports</u>. Support the cellular phones and wireless data ports (aircards) in use at Rover. • <u>Guest network infrastructure and support</u> at service levels consistent with Service Provider’s Affiliates <p>To the extent any of the above referenced equipment is owned by Service Provider, the Parties will discuss the transfer of such equipment to Rover on mutually agreeable commercial terms, where appropriate/feasible.</p>
Transition Period:	24 months from date of Close

Service: IT - 9	IT Energy Management Systems (EMS) – Supervisory Control and Data Acquisition (SCADA) Systems - Outage Management Systems (OMS)
Detail:	<p>Service Provider shall provide the following EMS/GMS services to Rover at service levels consistent with Service Provider’s Affiliates. All software usage will be subject to Service Provider’s licensing restrictions</p> <ul style="list-style-type: none"> • <u>Electric EMS-SCADA System</u>. Support for the Electric SCADA/EMS hardware and software that are needed to monitor and control Rover’s distribution network. • <u>Gas GMS-SCADA System</u>. Support for the Gas SCADA/GMS hardware and software that are needed to monitor and control Rover’s gas distribution network. • <u>Outage Management System</u>. Support for the currently installed Outage Management System hardware and software used to manage customer outages and crew dispatch.
Transition Period:	24 months from date of Close

Service: IT - 10	Cyber Security Services
Detail:	<p>Service Provider shall maintain security systems, infrastructure, and processes for Rover for purposes of securing access to business applications, infrastructure, and any related systems or party, including 3rd parties and notifications in compliance with Service Provider IT Policies, Applicable Laws, and this Exhibit A, in order to support cyber security requirements at service levels consistent with Service Provider’s Affiliates.</p> <p>1. Cyber Security Services include:</p> <ul style="list-style-type: none"> • Technology & Risk • Investigations • Performance & Reporting • Business Partnering & Integration • Cyber Engineering, including: <ul style="list-style-type: none"> ○ Vulnerability Management ○ Identity and Access Management ○ Platform Security ○ Network Security ○ Critical Infrastructure Security ○ Cloud Security ○ Operational Technology ○ Security Orchestration, Automation & Response ○ Delivery • Cyber Incident Response • Product
Transition Period:	24 months from date of Close

Service: IT - 11	Emergency Response Services
Detail:	<p>Service Provider will provide and as necessary coordinate with Company the following Emergency Response Services at service levels consistent with Service Provider’s Affiliates:</p> <ul style="list-style-type: none"> • Support the coordination and execution of the IT emergency response plan (SCIP), as it relates to the Business Applications, in the event of storm or other emergency restoration and any other business emergency event that requires IT support. • In the event of a storm or other emergency, Application Management and Infrastructure support teams that support the Business Applications will operate in a heightened state of awareness and will have storm and other emergency restoration teams on stand-by. • Provide for desktop support services, including: <ul style="list-style-type: none"> • Set up, test, and support substation laptops and storm room equipment • Provide on-site desktop support at field locations as appropriate • Provide desktop resources Service Provider • To clarify, Service Provider is not responsible for: <ul style="list-style-type: none"> • Development, implementation, and execution of Rover’s Emergency Response Plan • Provision of additional remote access to Rover’s Systems
Transition Period:	24 months from date of Close

Service: IT - 12	IT TSA Exit Support Services
Detail:	<p>Service Provider shall provide the following IT TSA Exit Support Services:</p> <ul style="list-style-type: none"> • Service Provider shall collaborate with Rover on the separation and migration of IT Services. • Service Provider shall provide assistance as is agreed to by both parties and reasonably requested by Rover in order to migrate the IT Services to Rover facilities or hosting environment. • Service Provider shall provide in a commercially reasonable manner, subject to Section 1.10(b) of the Master Agreement, existing relevant information held, received or created by Service Provider or its Affiliates for the benefit of Rover, or each of its Affiliates (including all such data and records required to demonstrate compliance with Federal laws, responses to regulatory inquiries, policies, procedures, methods of operation and other data reasonably requested for the separation). • Service Provider will provide raw data extracts from mutually agreed existing systems and assist with data transformation. In migrating information technology-related Services, Service Provider will provide to Rover an electronic copy in the then-current format of all permissible data of the Business, and (i) a written description of existing processes and procedures used by Service Provider in connection with the provision of IT Services to the extent such descriptions exist, (ii) a written description of mutually agreed to existing system documentation, architecture diagrams, business process diagrams for the systems, data flows, interface specifications, database models, cleansing criteria, system dependencies, data integrity constraints (master, transactional, and referential) and controls used in processing data for Rover to the extent such descriptions exist, (iii) written training and onboarding materials used in processing data for Rover to the extent such materials exist, (iv) data extracts and transfer to Rover facilities via mechanisms such as cloud

	<p>storage or physical hard drives in the quantities and timing as agreed to by Rover and Service Provider.</p> <ul style="list-style-type: none">• Service Provider will, upon Rover's reasonable request, advance notice and mutual party agreement, make available knowledgeable Service Provider personnel for knowledge transfer and discussion with respect to Business specific IT Services and the processes, procedures, data and systems used in the provision of the IT Services.• Rover to provide IT TSA exit plan and written termination notice in accordance with the Transition Services Agreement, and where reasonably feasible Rover may provide a courtesy notice at least 150 days prior to the effective date of any partial or full termination of the IT TSA. A failure to provide advanced courtesy notice is not a breach of this IT TSA or the Master Agreement. Formal notice is covered in the Master Agreement.• In the event Service Provider receives formal notice from Rover on partial or full exit of this IT TSA, Service Provider will, within 30 days where feasible from its receipt of such notice advise Rover in writing as to whether the partial or full termination of such IT Service will (i) require the termination or partial termination of, or otherwise affect the provision of, any other IT Services, including an increase of any IT Service Fee for any other IT Service, or (ii) result in any out-of-pocket costs to Service Provider (which will be limited to costs that Service Provider actually incurs for Rover).• In the event Service Provider receives notice from Rover of extension of a Service beyond the 24 month maximum duration for the Transition Period, Service Provider will review, and on a case-by case-basis, make attempts to procure consent with service providers. Any actual increase in Service Provider's fee associated with procuring consent to extend services beyond the 24 month Transition Period will be charged to Rover.• Business and IT Application data transitions will be coordinated through the following mutually agreed to move groups:<ul style="list-style-type: none">○ MG 1 Benefits○ MG 2A HR, 2B F&A, 2C Corp Supply Chain
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	<ul style="list-style-type: none">○ MG 3A Ops, 3B Ops Supply Chain, 3C Customer○ MG 4A Gas Controls, 4B SCADA/DCC○ MG 5 Independent Applications
Transition Period:	24 months from date of Close

Procure To Pay (“P2P”)

SERVICE DESCRIPTIONS - BUSINESS SERVICES (ROVER)

014-BS: SUPPLY CHAIN MASTER DATA MANAGEMENT (MDM)..... 2
015-BS: ACCOUNTS PAYABLE 3
016-BS: TRANSACTIONAL PROCUREMENT 5
017-BS: MANAGE PROCURE TO PAY (P2P) 7
018-BS: PROCURE TO PAY (P2P) SYSTEM 9
019-BS: STORM FILING PROCESS..... 10
138-BS: CARD AND EXPENSE ADMINISTRATION..... 11

014-BS: Supply Chain Master Data Management (MDM)

TSA ID:	014-BS
Service:	Supply Chain Master Data Management (“MDM”)
Detail:	<p><i>Service Description:</i> During the Transition Period, as defined herein, National Grid (Service Provider) and its affiliates shall perform the following MDM services for Rover:</p> <ul style="list-style-type: none"> • Service Provider and its affiliates shall gather and update supply chain master data concerning Rover, including but not limited to: <ul style="list-style-type: none"> ○ Contract Master Data ○ Materials Master Data including manufacturer information ○ Vendor / Supplier Master Data and onboarding ○ Data quality and completeness (data cleansing to improve quality, exception reporting) ○ Data governance and controls (standard taxonomy) ○ Design and develop workflows for supply chain master data ○ Provide Rover with relevant 1099 data required to comply with IRS regulations ○ Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the MDM • On a commercially reasonable efforts, Service Provider will provide procurement reporting related to Rover required by Rover to support existing business activities <ul style="list-style-type: none"> ○ Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule <p><i>Service Exclusions:</i></p> <ul style="list-style-type: none"> • Materials Requirement Planning (“MRP”) • Fleet vehicle master • Employee master
Transition Period:	24 months

015-BS: Accounts Payable

TSA ID:	015-BS
Service:	Accounts Payable
Detail:	<p><i>Service Description:</i></p> <p>During the Transition Period, as defined herein, Service Provider and its affiliates shall perform the following Accounts Payable services for Rover:</p> <ul style="list-style-type: none"> • Review invoices and payment requests for accuracy and controls compliance • Process invoices for payment • Monitor and manage any invoice that cannot be processed for payment due to a discrepancy between invoice and Purchase Order (PO). Perform outreach to (internal or vendor / supplier) to resolve discrepancies • Process and disburse payments and resolve and answer payment enquiries • Enter property tax bills into PowerPlan system, analyse and bill tax for shared properties • Process Rover’s refunds and credits • Process return checks and rejected payments • Escheatment process – Identify stale dated checks meeting dormancy period and submit to Cash Accounting to perform outreach to payee. The payments are then reissued to the payee or sent to the state if no response. • On a commercially reasonable efforts, Service Provider will provide procurement reporting related services to Rover required by Rover to support existing business activities <ul style="list-style-type: none"> ○ Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule • Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the Accounts Payable services provided for herein <p>Service Provider Accounts Payable Manager/Director has permission to approve routine upload payment files or time sensitive payments.</p>

	<u>Service Exclusions:</u> <ul style="list-style-type: none">• Determination of valid accounting and allocations• Perform confirmations on behalf of [NG Requestor]
Transition Period:	24 months

016-BS: Transactional Procurement

TSA ID:	016-BS
Service:	Transactional Procurement
Detail:	<p><u>Service Description:</u></p> <p>During the Transition Period, as defined herein, Service Provider and its affiliates shall perform the following Transactional Procurement services for Rover:</p> <ul style="list-style-type: none"> • Provide Rover assistance in determining which suppliers / vendors can meet Rover’s requirements and finding the most competitively priced solution. Activities include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Gather Rover’s requirements ○ Match Rover’s requirements to supplier capability (through event analysis process) ○ TSA agreements for materials and/or services that are extended or awarded to a new source of supply will be communicated to Rover. • Authorized employees from the Service Provider are authorized by Rover to issue, execute, and/or deliver, on behalf of and for the benefit of Rover, purchase orders under such supplier contracts for the purchase of goods or services with an aggregate value of up to \$100,000. For any purchase order under such supplier contracts for the purchase of goods or services with an aggregate value greater than \$100,000, Service Provider shall be required to obtain the prior written approval of Rover for Service Provider to issue, execute, and/or deliver, on behalf of and for the benefit of Rover, such purchase order. • Review of requisitions and shopping carts for data validation, accuracy, compliance, and suitability • Creation and distribution of POs that meet Rover’s requirements, processing of PO modifications and cancellations as efficiently and accurately as possible • Supplier ISN compliance and safety standard checks • Aid Rover with research and resolution of order exceptions • On a commercially reasonable efforts, Service Provider will provide procurement reporting related to Rover required by Rover to support existing business activities

	<ul style="list-style-type: none"> ○ Additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule ● Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the Transactional Procurement services provided for herein <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ● Global Procurement and / or strategic type activities (e.g. engineered / custom materials, multi-year complex services) ● Create requisitions / shopping cart ● Delegation of Authority (DOA) approval of requisitions / shopping cart ● Order expedition ● Delivery acceptance ● Record receipt of goods ● Monitor quality of product / services delivered to Rover that meets its requirements ● Support inventory & production processes
Transition Period:	24 months

017-BS: Manage Procure to Pay (P2P)

TSA ID:	017-BS
Service:	Manage Procure to Pay (P2P)
Detail:	<p><u>Service Description:</u></p> <p>During the Transition Period, as defined herein, Service Provider and its affiliates shall perform the following P2P services for Rover:</p> <ul style="list-style-type: none"> • Manage P2P related inquiries from customers and third parties including questions regarding purchasing, receiving, invoicing, travel and expenses, payments and other SAP related processes. Facilitate the identification of improvement opportunities including designing and implementing streamlined processes and championing change across Rover. Lending subject matter expertise for corporate initiatives. Providing both functional and analytical skills, with reporting capabilities, that enable fact-based decision making. Activities include the following: <ul style="list-style-type: none"> ○ Develop and maintain procedures ○ Maintain payments strategy ○ Perform communication & training for P2P functions ○ Procurement reporting requirements and standards ○ Evaluate & implement improvement opportunities ○ Retain records ○ Manage customer inquiries • Provide insightful reporting / analysis to monitor the health of the end to end procure to pay process • On a commercially reasonable efforts, Service Provider will provide Strategic procurement reporting related to Rover required by Rover to support existing business activities including: <ul style="list-style-type: none"> • Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule • Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the P2P services provided for herein <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • General questions and support related to employee services, payroll, and benefits

	<ul style="list-style-type: none">• Various components of global procurement reporting including global spend, diversity spend and market research reporting.
Transition Period:	24 months

018-BS: Procure to Pay (P2P) System

TSA ID:	018-BS
Service:	Procure to Pay (P2P) System
Detail:	<p><u>Service Description:</u></p> <ul style="list-style-type: none"> • During the Transition Period, as defined herein, Service Provider and its affiliates shall perform the following P2P services for Rover: Evaluate, optimize and maintain SAP suite of systems (Concur, ECC, SRM, ARIBA) in addition to the incident management system (Right Now) that enables Procure to Pay. Responsibilities include: <ul style="list-style-type: none"> ○ Solving user system issues ○ Perform daily system health checks and resolve system interface errors ○ User Acceptance Testing, coordination and support for scheduled/unscheduled maintenance across all systems utilizing Source to Pay data. • On a commercially reasonable efforts, Service Provider will provide procurement reporting related to Rover required by Rover to support existing business activities <ul style="list-style-type: none"> ○ Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule • Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the P2P services provided for herein <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Ariba Sourcing • Ariba Spend Visibility • User Access • Front Office support
Transition Period:	24 months

019-BS: Storm filing process

TSA ID:	019-BS
Service:	Storm Filing Process Support
Detail:	<p><u>Service Description:</u> During the Transition Period, as defined herein, Service Provider will provide the following services to Rover related to storm expense data and facilitating storm and emergency filings:</p> <ul style="list-style-type: none"> ▪ For storms that occurred prior to Closing, Service Provider will provide the following services for all expenditures related to the storm or emergency event that reside in Service Provider systems: <ul style="list-style-type: none"> ▪ Compile storms, emergency costs, and supporting documentation ▪ Prepare recovery file and exhibits for regulatory review ▪ Respond to regulatory information requests (IRs) if requested ▪ Journal entries for corrections while reviewing storm work order costs ▪ For storms that occurred after Closing, Service Provider will extract data from Service Provider systems for Rover to compile and file ▪ Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to the Storm Filing Process Support services provided for herein <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> ▪ Ownership of storm qualification, tracking costs and deferral account ▪ Creating storm work orders ▪ Regulator information requests (IRs) submission to regulators ▪ Regulatory data request submission to regulators ▪ 90-day storm reporting submission to regulators
Transition Period:	24 months

138-BS: Card and Expense Administration

TSA ID:	138-BS
Service:	Card, Travel, and Expense Administration
Detail:	<p><u>Service Description:</u></p> <p>During the Transition Period, as defined herein, Service Provider and its affiliates shall perform the following card, travel, and expense administration services for Rover:</p> <p>Notwithstanding Schedule 5.12, Section 2 to the contrary, the parties agree to the support the completion of administrative functions, expense processing and payments required to use the card programs (Procurement Card, Storm Card, Corporate Travel Card) Card administration and support activities include the following:</p> <ul style="list-style-type: none"> • Card Setup • Card Audit • Exceptions Handling • Reconciliation and Accruals • Contract and Policy Administration / Execution • Travel Booking System • On a commercially reasonable efforts, Service Provider will provide procurement reporting related to Rover required by Rover to support existing business activities <ul style="list-style-type: none"> ○ Limited additional data requested by Rover or its affiliates, required for business continuity, but not explicitly listed in this Schedule • Service Provider will provide knowledge transfer and history to Rover’s relevant personnel related to card, travel, and expense administration services provided for herein <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Purchase Approval and Reconciliations • Non-Procurement Card purchasing functions • Expense creation and approval
Transition Period:	24 months

Regulatory Support

SERVICE DESCRIPTIONS - REGULATORY (THE NARRAGANSETT ELECTRIC COMPANY)

065-REG: GENERAL2

066-REG: REPORTING AND FILINGS – ELECTRIC & GAS DISTRIBUTION...4

067-REG: REPORTING AND FILINGS – TRANSMISSION8

136-REG: NEW ENGLAND POWER COMPANY SERVICES ON BEHALF OF ROVER – TRANSMISSION11

137-REG: STAKEHOLDER GROUP PARTICIPATION – TRANSMISSION12

065-REG: General

TSA ID:	065-REG
Service:	Regulatory Support - General
Detail:	<p>Service Provider and Rover shall each designate coordinators on Day One, who shall act as principal points of contact for the regulatory support and consultation services identified in TSA 066-REG, TSA 067-REG, TSA 136-REG and TSA 137-REG and pre-existing regulatory filings/reports/activities that are not specifically listed in TSA 066-REG, TSA 067-REG, TSA 136-REG and TSA 137-REG but were obligations of the Seller requiring a filing/report/activity during the term of the respective TSA. For matters that are outside the scope of Service Provider NE Regulation obligations prior to the Closing, such regulatory support services will be limited to identifying the appropriate Service Provider contact to assist Rover as needed.</p> <p>In connection, Service Provider shall also support Rover in proceedings, technical sessions, or working group meetings, before the RIPUC (Rhode Island Public Utilities Commission), RI Division or OER (Office of Energy Resources), NEPOOL, ISO-NE, FERC.</p> <p>If requested by Rover, Service Provider’s regulatory representatives shall participate with Rover’s regulatory representatives on conference calls and at meetings with regulators. Should Rover request Service Provider to represent it at a regulatory meeting or call, Service Provider’s regulatory personnel will coordinate with Rover with regard to the positions to be taken and the decision and/or votes to be made on behalf of Rover. For the avoidance of doubt, whilst Service Provider may take certain positions and vote on behalf of Rover, any such positions and votes will be pre-determined by Rover, who will make its regulatory representatives available to attend such meetings or calls with Service Provider. Any Seller’s employee representing Rover in any regulatory meeting will clearly identify themselves as representing Rover. Service Provider’s employees providing regulatory support shall take any action that may be necessary or appropriate from time to time to avoid actual or apparent conflicts of interest.</p> <p>Service Provider’s regulatory representative shall provide the following support through no later than June 30, 2022, to oversee the Rhode Island DREAM instance that will belong to Rover at the end of the transition period for this Transition Service. This will include, without limitation: ensure functionality of the RI DREAM instance is working properly;</p>

	troubleshoot issues and coordinate with vendor (energytools LLC) on resolution as needed; ensure that appropriate Rover employees are set up in, and have access to, the system; archive Service Provider users who will no longer have access to the RI DREAM instance post-sale; provide DREAM training for Rover employees; and provide oversight for RI dockets.
Transition Period:	12 months (except as otherwise noted above with respect to DREAM)

066-REG: Reporting and Filings – Electric & Gas Distribution

TSA ID:	066-REG
Service:	Reporting and Filings – Electric & Gas Distribution
Detail:	<p>If requested by Rover, Service Provider will provide consultation regarding prior Rover base rate cases and settlements that are the basis for current cost recovery embedded in base rates. Service Provider will not be responsible for preparation of any new general base rate case, advanced metering or grid modernization filings including, but not limited to, revenue requirements, allocated costs of service and rate design, rate tariffs or testimony. The Seller may provide support for these filings as outlined below.</p> <p>Prior to Completion, the parties shall develop a list of the filings that Rover may require assistance from Service Provider in preparing. Seller’s assistance will consist of the activities as defined and agreed between Rover and Service Provider below in support of those agreed filings/reports; provided, however, Rover will be fully accountable for filing all required reports or filings following the Closing. As long as Service Provider is maintaining the underlying/supporting data that is not provided to and also accessible from Rover systems or departments, Service Provider will assist with the preparation of, and support agreed filings/reports that require such data. Support may be limited to providing such data not already provided under other functional TSAs or analysis of historic data included in filings/reports or as part of discovery. The filing transition scheduled as set forth below serves as notice to Seller to provide assistance and/or support services as outlined in this TSA. Service Provider will not solely testify to any filings submitted during the term of the TSA. However, Service Provider would support its historical data and testimony previously provided to the PUC, Division or other stakeholders under its ownership, as necessary post-sale, via written or in-person testimony, discovery, attendance at technical sessions and/or participation in working groups, as part of a panel consisting of both Rover’s and Seller’s expert witnesses with the Seller’s expert testimony limited to inquires applicable to that historical data and/or testimony/policies. Service Provider will not be required to provide support for any new type of filing it has not prepared and filed prior to Closing. In addition to filings/reports, and except as otherwise stated above, Service Provider will continue to provide support services for dockets, which are pending or under appeal at the time of Closing and for which Seller made the initial filing prior to Closing; provided, however, Rover will be fully accountable for those dockets following the Closing.</p>

	<p>Rover will hire at least two (2) analysts or contractors, which Service Provider will train to prepare the lists of filings/reports and other duties transferring to PPL. Training will consist of review of tariff and statutory requirements, if applicable, in-depth review and explanation of prior filing(s), process documentation regarding the completion of the filing/report subject to training, source files (Excel-based) and data used in the preparation of exhibits, and preparation of testimony, if applicable. After new staff are trained and competent to perform the filings/reports or until the end of the TSA term, Service Provider will transition to a consultancy service pursuant to the terms of this TSA.</p> <p>In addition, Service Provider shall make available during work hours appropriate members from each of the teams conducting activities included in this TSA, as applicable, including those who would serve as subject matter experts in a regulatory proceeding, technical session, working group, related litigation matter, or other activities included in this TSA as required by the RIPUC or Division and/or FERC for the duration of the TSA. The consulting services will be limited to reports or filings that Service Provider would have supported if Service Provider still owned Rover.</p> <p>Rover has identified the following reports/filings/activities for Day 1 transition, assuming training (where necessary) is complete prior to Day 1:</p> <ul style="list-style-type: none">EEI Typical BillsInterest Rate on Customer Deposit FilingAGA Bill ComparisonAGA Rates SurveyBTU Conversion ReportUS DOL Typical Bill SurveyMonthly Bill Calculations for Producer Price IndexReview of Regulatory FootnotesReview of IT and GBE deferral entries for General AccountingCOVID-19 Cost Deferral FilingElectric Update Summary of Rates Bill InsertElectric Review Billing Synopses to Verify Accuracy of Rate Changes in Billing SystemE-183 Relocation Deferred Credit & Interest CalculationElectric Borderline Sales FilingPayment to RIEDC for RenewablesElectric Pension/OPEB Reconciliation FilingGas Pension/OPEB Reconciliation Filing (part of DAC)Final Qualifying Storm AccountingStorm Fund Report & Non-deferrable Storm CollarStorm Mutual Aid Revenue Credit (part of DAC)Pole Attachment Rates
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	<p>Electric Cash Working Capital Lead/Lag study for LRS Electric Hazardous Waste Fund Gas Net Write Offs Electric Net Write-Offs</p> <p>Rover has identified the following reports/filings/activities for transition by 06/30/2022 (assuming full staff is in place): Electric Earnings Report Gas Earnings Report Low Income Discount and AMP Cost Recovery Filing Electric RDM Reconciliation Filing RE Growth Cost Recovery Reconciliation Filing RE Growth Factor Filing Default Transportation Service Rate Notice Non-Firm Sales Service Rate Notice Transition Sales Service Rate Notice Performance Incentive Factor Filing</p> <p>Rover has identified the following reports/filings/activities for transition by 09/30/2022 (assuming full staff is in place): Gas RDM Reconciliation Filing Electric ISR Plan Annual Reconciliation Filing Gas ISR Plan Annual Reconciliation Filing Draft Electric ISR Plan to Division Draft Gas ISR Plan to Division Electric ISR Plan Filing Gas ISR Plan Filing Electric ISR Plan Filing – tax update Gas ISR Plan Filing – tax update Annual Gas Cost Recovery Reconciliation Report Last Resort Service Reconciliation Report Distribution Adjustment Charge (DAC) Filing Supplemental Distribution Adjustment Charge (DAC) filing Gas Cost Recovery Filing</p> <p>Rover has identified the following reports/filings/activities for transition by 12/31/2022 (assuming full staff is in place): Charge by Customer Group Long-Term Contracting for Renewable Energy Recovery Factor Filing LIHEAP Surcharge/Payment Annual Reconciliation Gas Account Balance Certification for Corp. Accounting</p> <p>Rover has identified the following reports/filings/activities for transition by 03/31/2023 or end of TSA, whichever occurs first: Electric Total Rover Revenue for LRS CWC Study Retail Rate Filing (Reconciliations, Net Metering) Last Resort Service Rate Filing</p>
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	<p>Renewable Energy Standard Charge and Reconciliation Gas Deferred Responsibility Factor Calculation Streetlight Purchase Price Electric Purchase of Receivables Filing</p> <p>Service Provider will provide consulting services to Rover for any filings / reports / activities that Service Provider does prior to Deal-Close at least until the filing date but no longer than the term of the TSA (consulting services may extend beyond the transition date identified above). Any new filings / reports / activities identified by Rover post-Closing will not be supported by Service Provider.</p>
Transition Period:	12 months

067-REG: Rate Related Reporting and Filings – Transmission

TSA ID:	067-REG
Service:	Rate Related Reporting and Filings – Transmission
Detail:	<p>If requested by Rover, Service Provider will provide consultation regarding prior Rover transmission formula rate filings and other FERC rate-related regulatory obligations and proceedings. Service Provider will not be responsible for preparation of any general base rate case, new formula rate filings, or new intercompany transmission / distribution arrangements for Rover including but not limited to, revenue requirements, allocated costs of service and rate design, rate tariffs or testimony.</p> <p>Prior to Closing, the parties shall develop a list of the transmission rate-related filings, reports and activities that Rover may require assistance from Service Provider in preparing. As long as Service Provider is maintaining the underlying/supporting data, Service Provider shall use commercially reasonable efforts to provide all relevant data and information needed to support the preparation of the agreed to filings, reports and activities and will assist or support the preparation of the agreed to filings, reports and activities that require such data as needed. For reports or filings filed annually or semi-annually, Service Provider may be requested to prepare the first filing in each category after Closing, after which Service Provider’s support shall consist of advice and consultation in support of Rover’s filing of such report or filing. For reports or filings made quarterly, monthly or on an ad hoc basis, Service Provider may be requested to prepare those filings or reports for the first twelve months. In all cases, when reasonable, Rover will provide Service Provider with at least 60 days’ written notice, such as email, of the request to Service Provider to prepare transmission formula rate filings and any other FERC rate related filings. Service Provider agrees to testify after the Closing only in the event Service Provider has prepared a filing in full with data and/or information maintained by Service Provider. In the event Service Provider assists with or supports a filing made by Rover using data and/or information fully or partially sourced from Service Provider, Service Provider agrees to testify only as a supporting witness, if necessary.</p> <p>In addition, Service Provider shall make its personnel reasonably available to provide consulting services, at Rover’s request, in support of transmission rate-related reports or filings of Rover required by any local, state, and federal authorities or regulators during the transition period. The consulting services will be limited to transmission rate-related filings, reports and activities that Service Provider would have been required to prepare if</p>

	<p>Service Provider still owned Rover's electric transmission assets.</p> <p>The following transmission rate-related reports, filings and activities have been identified for Day 1 transition prior to the FERC approved effective date of applicable new FERC jurisdictional tariffs and agreements of Rover related to Rover's transmission assets, assuming training (where necessary) is complete prior to Day 1:</p> <p>Monthly IFA Day 3 Revenue Estimation Monthly IFA Revenue Requirement Calculation Monthly Transmission Expense Reconciliation (Annual Retail Rate Filing) Rover Annual Retail Rate Filing - Transmission Forecast Quarterly IFA True-ups (if necessary) Direct Assignment Facilities True-up: Block Island, Broadrock, Deepwater, Dominion Manchester, Entergy, Ocean State, Pascoag, Pawtucket, and Tiverton Distribution Carrying Charge (DAF) - under Sch 21-NEP Distribution Carrying Charge (IFA) Ad hoc: ADIT Compliance Work Quarterly/Annual Footnotes updates</p> <p>The following transmission rate-related reports, filings and activities have been identified for transition as of the FERC approved effective date of applicable new FERC jurisdictional tariffs and agreements of Rover related to Rover's transmission assets after the Closing (assuming full staff is in place):</p> <p>ISO-NE Remittance (Transmission revenue JE posting) Load Validation (Monthly LNS billing/Annual RNS reconciliation) Local Network Service ("LNS"): LNS Rate Local Network Service ("LNS"): Network Load Dispatch Surcharge Local Network Service ("LNS"): Meter Surcharge Local Network Service ("LNS"): Transformer Surcharge Monthly day Acc Revenue accrual (accrual of RNS revenue for 2 month lag, accrual of 1 month lag LNS) Qtrly Over/Under accrual (comparison of rev to actuals) Monthly Transmission Expense Reconciliation (Annual Retail Rate Filing) Rover Annual Retail Rate Filing - Transmission Forecast Revenue Reconciliation report ("456 Report") - support for RNS/LNS filing Local Network Service ("LNS"): Annual Filing Annual IFA True-up 22 (up until PPL -NETO) (Convo with Acctg) 582 Filing: ISO-NE Load used for FERC assessments Direct Assignment Facilities True-up: Block Island, Broadrock,</p>
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	<p>Deepwater, Dominion Manchester, Entergy, Ocean State, Pascoag, Pawtucket, and Tiverton Distribution Carrying Charge (DAF) - under Sch 21-Rover Annual Informational Filing: Informational Requests Annual Informational Filing: RNS/LNS Coordination Meetings (informational) Annual Informational Filing: Summer RC/TC Meeting Annual Informational Filing: Technical Session(s) Annual Informational Filing Regional Network Service (“RNS”) Transmission Carrying Charge (DAF) Ad hoc: FERC Order 1000 Competitive Solicitation Projects</p> <p>Ad hoc consulting services can be provided by Service Provider to Rover as needed, but Service Provider will only support the reports and filings specifically listed above and those agreed to and included on a final list of filings/reports/activities to be confirmed by Service Provider and Rover prior to Closing.</p>
Transition Period:	12 months

136-REG: New England Power Company Services on Behalf of Rover – Transmission

TSA ID:	136-REG
Service:	New England Power Company Services on Behalf of Rover – Transmission
Detail:	<p>Prior to the FERC approved effective date of applicable new FERC jurisdictional tariffs and agreements of Rover related to Rover’s transmission assets, Service Provider’s affiliate, New England Power Company (NEP), will continue to provide services to Rover pursuant to all effective FERC jurisdictional tariffs and agreements of NEP and Rover including, but not limited to, the Integrated Facilities Agreement (IFA) in NEP Tariff No. 1 and any other services required by an Interim Transmission Asset Management Agreement (ITAMA) between the parties.</p> <p>Pursuant to the ITAMA, prior to the effective date of applicable new FERC jurisdictional tariffs and agreements of Rover related to Rover, Service Provider will coordinate with Rover with regard to all regulatory filings and decisions related to all effective FERC jurisdictional tariffs and agreements that apply to Rover, but Service Provider shall retain the right to make the final determination on all regulatory decisions regarding those tariffs and agreements so long as Rover’s right to receive reimbursement received under the IFA is not diminished.</p> <p>After the FERC approved effective date of applicable FERC jurisdictional tariffs and agreements of Rover related to Rover’s transmission assets, Service Provider and Rover will coordinate and cooperate with each other with respect to any data, information, or efforts required to recalculate and/or rebill formula rates as needed as a result of any regulatory order impacting historical transmission rates charged under the IFA and/or OATT Tariffs. Otherwise, Service Provider will have no obligation to make any regulatory decisions or filings related to the new FERC jurisdictional tariffs and agreements of Rover.</p>
Transition Period:	12 months

137-REG: Transmission Owner Group Participation – Transmission

TSA ID:	137-REG
Service:	Transmission Owner Group Participation – Transmission
Detail:	<p>Prior to the effective date of Rover becoming a party to the Transmission Operating Agreement (TOA) and pursuant to the Interim Transmission Asset Management Agreement (ITAMA), Service Provider will continue to participate in the PTO-AC and any New England Transmission Owner (NETO) groups convened to discuss, consider or vote on New England transmission rates on behalf of Rover.</p> <p>Consistent with the ITAMA, Service Provider will coordinate with the Company with regard to the positions to be taken and the decisions and/or votes to be made on behalf of Rover but Service Provider shall retain the right to make the final determination on votes to be made on behalf of Rover.</p>
Transition Period:	Date of Closing – Rover becoming a party to TOA

Supply Chain Management

**SERVICE DESCRIPTIONS – SUPPLY CHAIN MANAGEMENT (THE
NARRAGANSETT ELECTRIC COMPANY)**

068-SC: STRATEGIC PROCUREMENT 2
069-SC: INVENTORY MANAGEMENT 6
127-SC: WAREHOUSE MANAGEMENT 7

068-SC: Strategic Procurement

TSA ID:	068-SC
Service:	Strategic Procurement
Detail:	<p>During the Transition Period, as defined herein, Service Provider will provide the following procurement services to Rover:</p> <ul style="list-style-type: none"> • Assist Rover with supply chain contract administration support in Rover’s efforts to procure continued performance of services or materials by the counterparties under existing contracts in the name of Rover pursuant to which services have been provided to Rover as of Closing and which services are considered by Rover as key to the continuity and risk management of Rover. For legally shared contracts, Service Provider will provide commercially reasonable efforts to assist Rover, if requested by Rover, in its efforts to procure the continued performance by the counterparties under Service Provider’s or its affiliates’ existing critical supplier contracts pursuant to which services or materials will be provided to Rover. For any supplier contracts that provide materials or services or are otherwise used in the support or maintenance of Rover, Service Provider agrees to use commercially reasonable efforts to maintain in effect all such contracts during the Transition Period. <ul style="list-style-type: none"> ○ If a legally shared contract is set to expire during the Transition Period and Rover will continue to require these goods or services, Service Provider will use commercially reasonable efforts to assist Rover in either extending service under the contract or awarding a new contract, as approved by Rover <ul style="list-style-type: none"> ▪ If Rover requires this service or material under the legally shared contract, use of this contract by Rover will be facilitated by Service Provider or its affiliate. TSA agreements for materials and/or services that are extended or awarded to a new source of supply will be communicated to Rover. ▪ If Rover no longer requires this service or material under the legally shared contract, the contract will not be extended for Rover’s use and Service Provider or its affiliate will provide reasonable information and cooperation to Rover to find an equivalent services or materials supplier ▪ If Rover is not in agreement with Service Provider’s choice of supply, Rover will source their own contract

	<p>and Service Provider or its affiliate will provide reasonable information and cooperation to Rover to find an equivalent services or materials supplier</p> <ul style="list-style-type: none">○ If a legally shared contract is set to expire during the Transition Period and Service Provider no longer requires these goods or services and Rover does, Service Provider will exercise commercially reasonable efforts to extend the applicable agreement, as approved by Rover, assuming all costs associated with that agreement will be absorbed by Rover. Authorized employees from the Service Provider are authorized by Rover to issue, execute, and/or deliver, on behalf of and for the benefit of Rover, purchase orders under such supplier contracts for the purchase of goods or services with an aggregate value of up to \$100,000. For any purchase order under such supplier contracts for the purchase of goods or services with an aggregate value greater than \$100,000, Service Provider shall be required to obtain the prior written approval of Rover for Service Provider to issue, execute, and/or deliver, on behalf of and for the benefit of Rover, such purchase order.● Maintain and support legally separated contracts in Rover's name in the Service Provider system (SAP) as required by Rover. Rover will be responsible for the management of legally separated contracts (stand-alone in the name of Rover) along with approvals necessary when performing any extensions or modifications.● Service Provider and its affiliates will employ commercially reasonable efforts to maintain supplier contracts during the Transition Period that provide goods and services that are used in the support or maintenance of Rover and/or other facilities operated by Service Provider or any of its Affiliates● Maintain ownership of sourcing events for those that are categorized as "Post-Gate 0" on Day 1 and are otherwise used by Rover. A standalone Rover agreement will be awarded following approval by Rover.<ul style="list-style-type: none">○ If Rover does not approve the award, Rover can perform their own sourcing event or eliminate the need for the associated goods or services● Support and reasonably cooperate with Rover to effectuate a separation of Rover from Service Provider or its affiliates contracts that have not been separated by Service Provider as planned by Day 1
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	<ul style="list-style-type: none">• Support Rover and its personnel with identifying existing sources of supply chain setup in the Service Provider system (SAP)• Service Provider and Rover will approve the onboarding of new, additional vendors to the Service Provider system (SAP) on an exception basis:<ul style="list-style-type: none">○ Rover and Service Provider are to first determine if any current vendors can supply the good/service, review the business case, and jointly identify if onboarding a new vendor is required○ If so, onboarding a new vendor post Day 1 will require business justification and approval from Rover and Service Provider and will onboarding will be actioned by the Service Provider Procure to Pay function○ Rover is to vet any new vendors via their existing vendor-vetting process and assume responsibility for DOA approval• On a commercially reasonable efforts, Service Provider will provide Strategic procurement reporting related to Rover required by Rover to support existing business activities including:<ul style="list-style-type: none">○ Monthly key performance indicator reports (Supplier Tier I Diversity Spend, Supplier Tier II Diversity Spend, PUC Diversity Sustainability Report, GSA Federal Government Report)○ Limited additional data requested by Rover or its affiliates, required for business continuity, but not explicitly listed in this Schedule• Service Provider and its affiliates will provide knowledge transfer and history to Rover's relevant personnel related to procurement, and any other activities during the applicable transition period for the Transition Service being provided. <p><u>Service exclusions:</u></p> <ul style="list-style-type: none">• Facilitation and/ or support of new sourcing by Service Provider or its affiliates after the closing date events/requirements during the Transition Period• Negotiation and or extension of separated or replicated contracts expiring during the Transition Period• Procurement activities in support of Energy Procurement, Real Estate, and IT supplier contracts supporting the services provided under the IT transition TSA
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Transition Period:	24 months
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069-SC: Inventory management

TSA ID:	069-SC
Service:	Inventory Management
Detail:	<p>During the Transition Period, as defined herein, Service Provider and its affiliates will provide the following materials Inventory Management services to Rover in a manner consistent with the provision of such services prior to Closing:</p> <ul style="list-style-type: none"> • Analysis of material requirements, complete any stock count of inventory, and ordering of such materials in line with demand based on utility industry standards (including demand for storm and emergency services) • Maintenance of master data in the ERP system (SAP) associated with Rover’s inventory • Advising Rover on material range and master data set up including maximum and minimum levels, stock levels and lead times • On a commercially reasonable efforts, Service Provider will provide inventory management reporting related to Rover required by Rover to support existing business activities including: <ul style="list-style-type: none"> ○ Monthly key performance indicator reports (Inventory Value, Inventory Turnover, Cycle Count Accuracy & Net Inventory Adjustment, Logistics Services Support (YTD and Monthly Returns), Inventory Reserve Report, Inventory Returns (Total Returns), Excess and Obsolete Reports) ○ Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule. • Service Provider and its affiliates will provide knowledge transfer and history to Rover’s relevant personnel related to inventory management, and any other activities during the applicable transition period for the Transition Service being provided <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Inventory management for non-stock material items required for gas and electric operations projects
Transition Period:	24 months

127-SC: Warehouse Management

TSA ID:	127-SC
Service:	Warehouse Management
Detail:	<p>During the Transition Period, as defined herein, Service Provider and its affiliates will provide the following Warehouse Management services to Rover in a manner consistent with Rover’s practices prior to Closing:</p> <ul style="list-style-type: none"> • Storage of material at the Seller’s warehouse according to the Seller’s procedures, including maintaining an inventory of the stock held for Rover and verification of this via cycle counts • Rover and its employees and agents shall have access to all warehouse facilities contemplated under this Agreement; • Service Provider shall hold the risk of loss of all inventory stored within and shall insure such obligations consistent with the industry requirements for a utility • Provision of outbound logistics from New England Distribution Center to existing freebin locations to replenish stock material levels consistent with current service levels as of the date of Closing and within current standard operating hours • Provision of inbound and outbound logistics for pre-capitalized transformers • Inventory recovery services including re-sale as requested by Rover • Provision of freebin handheld devices and related software • On a commercially reasonable efforts, Service Provider will provide warehouse management reporting related to Rover required by Rover to support existing business activities including: <ul style="list-style-type: none"> ○ Monthly key performance indicator reports (Inventory Value, Inventory Turnover, Cycle Count Accuracy & Net Inventory Adjustment, Logistics Services Support (YTD and Monthly Returns), Inventory Reserve Report, Inventory Returns (Total Returns), Excess and Obsolete Reports) ○ Limited additional data requested by Rover, required for business continuity, but not explicitly listed in this Schedule • Service Provider and its affiliates will provide knowledge transfer and history to Rover’s relevant personnel related to warehouse management, and any other activities during the

	<p>applicable transition period for the Transition Service being provided</p> <p><u>Service Exclusion:</u></p> <ul style="list-style-type: none">• Gas and electric operations quality control checks• IT support services for freebin devices
Transition Period:	24 months

Balance Sheet Account Reconciliations

**SERVICE DESCRIPTIONS - BUSINESS SERVICES (THE NARRAGANSETT
ELECTRIC COMPANY)**

035-BS: BALANCE SHEET ACCOUNT RECONCILIATIONS 2

035-BS: Balance Sheet Account Reconciliations

TSA ID:	035-BS
Service:	Balance Sheet Account Reconciliations
Detail:	<p>Service Provider will provide Rover monthly and quarterly balance sheet account reconciliations. Reconciliations will be provided as per the timetable below:</p> <ul style="list-style-type: none"> • Monthly and Quarterly – Working day 15 • Bank reconciliations will be provided to Rover – Working day 15 • Provide listing of reconciling items and action plans to Rover • Provide support for questions and analysis and transition to TSA exit <p>Service Provider will continue to apply the following thresholds during the Transition Period:</p> <ul style="list-style-type: none"> • \$0-5K- auto certified • <\$100k- any reconciling item greater than \$100K require an addendum (a formal action plan), which is escalated to their respective Director
Transition Period:	24 months

Finance and Accounting

**SERVICE DESCRIPTIONS – FINANCE & ACCOUNTING (THE NARRAGANSETT
ELECTRIC COMPANY)**

047-FIN ACCOUNTING AND FINANCIAL REPORTING

2

047-FIN Accounting and Financial Reporting

TSA ID:	047-FIN
Service:	Accounting and Financial Reporting
Detail:	<p>Reporting: Service Provider will support Rover's reporting processes with the following services:</p> <ul style="list-style-type: none"> ● Assist in Rover's preparation of quarterly and year-end US GAAP financial statements (including unaudited financial statements prepared in connection with quarterly and year-end earnings) on Pluto's scheduled timeline ● Prepare the FERC quarterly and annual and state filings and supporting documentation on Pluto's scheduled timeline as detailed project costing resides within Service Provider's systems although Rover will assume responsibility for filing and submitting the forms ● Assist Rover in its preparation of monthly financial reports (including Energy Information Administration reporting) through provision of trial balance data ● Provide support for the implementation of any new accounting and reporting requirements that may arise in support of SEC, GAAP, FERC, and PUC ● Provide flux/variance analysis for each material SEC balance sheet and income statement (YTD) line item variance (materiality thresholds to be provided by Rover) ● Load Rover's non-capital costs initiated in Rover's financial systems to Service Provider ledger to make FERC financial statements complete ● Ad-hoc process consultation and transition support <p>Asset Accounting: Service Provider will support Rover's asset accounting processes with the following services:</p> <ul style="list-style-type: none"> ● Continue to maintain records to account for the utility plant assets of Rover, and record additions, retirements, unitizations, and depreciation / amortization of such assets and mortgage tagging if applicable (entire project lifecycle) ● Provide schedules on a monthly basis and schedule updates as needed by regulators ● Provide forecasted book depreciation of property, plant and equipment ● Perform general accounting and tracking of fixed assets within PowerPlan for operations related projects / assets ● Perform standard and requested asset / capital reporting from PowerPlan (including regulatory reporting requirements)

- Provide the 2023 report by WD3 and the 1020 (YTD information) and 1033 reports by WD5
- Ad-hoc process consultation and transition support (i.e. journal entries, interrogatory and support)
- Every effort will be made to record the billed capital project activity from Rover within the current month as long as Rover meets the requested deadlines
- Load capital costs initiated in Rover's financial systems into PowerPlan as long as Rover meets the requested deadlines

General and Regulatory Accounting: Service Provider will continue to support General and Regulatory Accounting with the following services:

- General transaction processing and accounting (other than accounting activities taken over by Rover including purchase accounting)
- Revenue and regulatory asset/liability accounting
- Perform payroll and labor accounting including the accounting for fully loaded benefit costs (including all benefits provided by Rover to Rhode Island employees paid through National Grid's payroll system) and reconciliations (labor distribution)
- Accounts Receivable (AR) and cash collection accounting
- Support overhead calculations for job orders / job costing
- Provide technical accounting support for the close process and any unusual / non-recurring transactions
- Provide monthly SAP data extract (US GAAP trial balance data extract), for accounting performed by Service Provider, to Rover's consolidated group and make personnel available for questions / resolutions
- Provide monthly ownership to date trial balance by WD6
- Record all required accruals for capital and expenses incurred within Service Provider
- Provide any late adjustments identified after the SAP data extract file has been provided on Rover's scheduled timeline
- Notify Rover of any out of period adjustments as soon as they are identified, on a timely basis
- Provide support for the implementation of new accounting standards that may arise (e.g. CECL standard) in support of SEC, GAAP, FERC, and PUC requirements
- Ad-hoc process consultation and transition support (i.e., journal entries, interrogatories, and other regulatory requests)

Accounting services provided by Service Provider will include reports from existing sub-ledgers and / or system interfaces in order to support

existing activities (e.g., power plant sub-ledger and customer systems interfaces).

Service Provider shall provide Rover on a monthly basis the following schedules and/or reports:

- Monthly reconciliation of fixed assets sub-ledger to the US general ledger
- Capitalized interest monthly activity
- ARO liability report – a report identifying monthly activity related to asset retirement obligations
- Asset and depreciation rollforward reports from Power Plan by FERC plant account for all segments (1020/1033 canned reports, YTD data received monthly)
- Quarterly Reporting Center of Excellence reports – reports identifying quarterly activity required for SEC reporting
- Net Margin supporting reports (Supermodel, 4705, CSS, CSR, Unbilled Revenue, DAC File, & Pass-through analysis)

Service Provider will make accounting personnel available to respond to Rover's requests for accounting support, knowledge transfer and history related to Rover's Monthly Statements, as well as questions surrounding the accounting treatment for key or judgmental matters (e.g., bad debt, unbilled revenue, regulatory deferrals).

For purposes of the required regulatory "make-whole" deferred tax calculation, Service Provider will provide a forecast of book depreciation of property, plant and equipment included in rate base as of March 31, 2021, and an update to such as may be required by the regulator.

Excluded Services:

Rover shall be solely responsible for purchase accounting, income tax entries, any adjustments required as a result of changes from Service Provider's accounting policies and any company specific entries. Beyond new accounting standards referenced in the General and Regulatory Accounting section in this TSA pertaining to SEC, GAAP, FERC, and PUC requirements, Rover shall be solely responsible for any new financial/regulatory reporting requirements required by Rover to comply with its legal, regulatory, investor, and other obligations that Service Provider was not required to comply with prior to the signing of the SPA. If assistance with the preparation of such materials is required of Service Provider and/or its external advisors (i.e., its independent audit firm) during the Transition Period or beyond, such services will be

	negotiated separately between Service Provider and Rover and the relevant external service providers.
Transition Period:	24 months

Finance

Tax Consulting Services

053-FIN: Tax Consulting Services

TSA ID:	053-FIN
Service:	Tax Back Office Support Services
Detail:	<p>Service Provider will make its relevant personnel available to Rover for questions regarding tax matters impacting Rover. Nothing herein shall be construed as imposing any obligation on Service Provider to provide tax advice to Rover.</p> <p>Service Provider will provide knowledge transfer and history to Rover’s relevant personnel through process walk-throughs, explanation of business process inputs, outputs, Service Provider accounting policies, and other similar activities during the applicable transition period for the Transition Service being provided.</p> <p>Sales and Use Tax Service Provider shall assist Rover in its preparation and payment of all monthly, quarterly and annual sales and use tax returns. Service Provider will:</p> <ul style="list-style-type: none"> • Gather data necessary from its systems (SAP and ONESOURCE Tax Determination) specific to Rover, reconcile it to the general ledger, and provide it to KPMG by business day five (5) of the month following the tax return period, who will prepare draft sales and use tax returns. • Provide supporting sales and use tax data reconciliations that are consistent with existing pre-close processes to Rover upon receipt of data from KPMG. • Upon receipt of returns from Rover, provide comments and written approval within two (2) business days following receipt of the completed returns to Rover via email. • Provide access to its relevant staff for sales and use tax matters. • Rover will file the returns and will pay any tax liabilities. • Service Provider will record the necessary accruals, and Rover will conduct the account reconciliations. • Upon transition of tax authority web portal access rights from Service Provider to Rover, Rover will be responsible for providing Service Provider with any correspondence received from the tax authority that is related to pre-sale ownership of Rover. <p>Gross Receipts Tax</p>

Service Provider shall assist Rover in its preparation and payment of all annual gross receipts tax returns and quarterly estimated payments. Service Provider will:

- Gather data necessary from its systems (SAP and CRIS) specific to Rover, reconcile it to the general ledger, and provide it to KPMG on business day five (5) of the month following the tax return period, who will prepare the draft annual gross receipts tax returns.
- In April of 2022 and 2023, provide data reconciliations that are consistent with existing pre-close processes to Rover.
- Provide access to its relevant staff, files, documents, and information pertaining to previous and/or current examination on gross receipts tax matters.
- Upon receipt of returns from Rover, provide comments and written approval within two (2) business days following receipt of the completed returns to Rover via email.
- Rover will file the returns and will pay any tax liabilities.
- Service Provider will record the necessary accruals, and Rover will conduct the account reconciliations.
- Upon transition of tax authority web portal access rights from Service Provider to Rover, Rover will be responsible for providing Service Provider with any correspondence received from the tax authority that is related to pre-sale ownership of Rover.

Fixed Assets and Basis Adjustments

Service Provider shall assist Rover in its determination of net tax value in its fixed assets. Service Provider will:

Fixed asset ledger data

- Depending on the close date scenarios below, provide the items listed. The definition of a quarter month in this section refers to March, June, September, and December. A non-quarter month represents any month not listed as a quarter month.
 - If the close date occurs in a non-quarter month, provide net book balances by tax class and Powerplant Reports 1020 and 1033 as of the close date within 30 days of the close date.
 - If the close date is anticipated to occur in a quarter month, provide net book balances by tax class and Powerplant Reports 1020 and 1033 as of the first month-end of the quarter period (i.e., January, April, July or October) and net

	<p>book additions for the second month-end (i.e., February, May, August or November) within the quarter no later than the fifteenth day of the quarter month.</p> <ul style="list-style-type: none">• Provide final net book balances by tax class and Powerplant Reports 1020 and 1033 as of the close date within 45 days of the close date. Additionally, provide any topsides recorded to plant accounts that are outside of the Powerplant system, if applicable. These topsides should include any adjustments made for a mid-month close. .• Provide access to Arc-two (Service Provider's third-party service provider) to the Service Provider PowerTax fixed asset ledger in order to download historical fixed asset data and provide it to RCC (Rover's third-party service provider) within 45 days of the closing of the Transaction.• Retrieve book fixed asset activity (i.e., additions, disposals, transfers, book depreciation etc.) and PowerPlant reports 1020 and 1033 on a calendar year-to-date basis and provide it to Rover in Excel as of and by, the dates listed below:<ul style="list-style-type: none">• August 31, 2022 (Q3 Provision) by September 15, 2022• November 30, 2022 (Year-end Actuals) by December 12, 2022• December 31, 2022 (2022 Tax Return) by February 28, 2023• April 30, 2023 (Forecast) by May 15, 2023• August 31, 2023(Q3 Provision) by September 15, 2023• November 30, 2023 (Year-end Actuals) by December 12, 2023• December 31, 2023 (2023 Tax Return) by February 28, 2024 <p><i>Tax Repairs</i></p> <ul style="list-style-type: none">• Provide historic tax repairs qualifying property percentages for gas and T&D (linear).• Upon its completion as a component of Service Provider's tax return process (approximately August 2022), provide final tax repairs data for gas and T&D (linear) through the date of the Transaction.• Monthly, on a calendar year-to-date basis, provide Rover with PowerPlant additions, retirements, and transfer data from Service Provider's Plant Accounting group (not PowerPlant Report 1020) when available.
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	<ul style="list-style-type: none">• Quarterly, on a calendar year-to-date basis, provide Rover with job type/program codes and funding projects by workorder from Service Provider's IBM consultants when available.• Provide Rover with gas subsystem data and Geographical Information System ("GIS") report containing electric circuits data from Service Provider's Gas Asset Engineering and Management Data Analysis groups on a calendar year-to-date basis as of, and by, the dates listed below:<ul style="list-style-type: none">• December 31, 2022, by February 28, 2023• December 31, 2023, by February 28, 2024• Provide Rover with assistance in understanding where to find certain workorder details (Powerplant, STORMS, Maximo) if needed when analysis is performed. <p><i>Contributions in aid of construction ("CIAC")</i></p> <ul style="list-style-type: none">• Consistent with existing pre-close processes, provide Rover with CIAC calculations, comprised of an analysis of the non-utility reports (SAP non-utility billing) on a calendar year-to-date basis as of, and by, the dates listed below:<ul style="list-style-type: none">• October 31, 2022, by December 31, 2022• October 31, 2023, by December 31, 2023• Consistent with existing pre-close processes, provide Rover with CIAC calculations, comprised of an analysis of the non-utility reports (SAP non-utility billing), deferred revenue information for distribution and generation CIAC from Service Provider's Plant Accounting group, and reconciled to plant data on a calendar year-to-date basis as of and by the dates listed below:<ul style="list-style-type: none">• December 31, 2022, by February 28, 2023• December 31, 2023, by February 28, 2024 <p><i>Casualty loss</i></p> <ul style="list-style-type: none">• Gather casualty loss data from Service Provider as follows:<ul style="list-style-type: none">• Electrical Planning and Design Group – electric circuit outage data• Finance Services – cost of each storm• Provide to Rover as of, and by, the dates listed below:<ul style="list-style-type: none">• December 31, 2022, by February 28, 2023• December 31, 2023, by February 28, 2024
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- Quarterly, on a calendar year-to-date basis, gather final casualty loss data as noted above from Finance Services and provide it to Rover.

In the event that provision information that Service Provider previously provided to Rover changes due to revision of estimates, finalization of supporting data, or other causes with respect to the computations included in the as-filed tax returns, Service Provider will provide the updated information to the Company, including an explanation of the changes for tax return purposes.

Meals and Entertainment

Annually, Service Provider will gather final meals, and specifically identified entertainment expense data from its Concur expense management system, consistent with Service Provider's pre-close process, on a year-to-date basis and provide it to Rover as of, and by, the dates listed below:

- December 31, 2022, by February 28, 2023
- December 31, 2023, by February 28, 2024

Financial reporting

Service Provider will make its staff reasonably available during normal business hours to respond to Rover's staff on all tax accounting (income and non-income) matters, including, but not limited to, questions regarding existing tax attributes, tax planning undertaken, the tax audit profile, Service Provider's historical application of federal and state tax laws and regulations, Service Provider's historical book-tax difference calculations, and Service Provider's application of ASC740 Accounting for Income Taxes. Additionally, Service Provider will provide a mapping of its existing SAP trial balance accounts to book-tax difference calculations.

Consistent with existing pre-close processes, Service Provider will provide Rover with schedules showing the expected utilization/amortization of protected and unprotected excess accumulated depreciation.

For purposes of the regulatory "make-whole" deferred tax calculation, Service Provider will provide a forecast of tax depreciation of property, plant and equipment included in rate base, and an update to such as may be required by any governmental authority or regulator. In addition, Service Provider will provide a comparison of the forecast of book depreciation to tax depreciation and create a schedule of the expected reversal of deferred tax assets and liabilities. The draft tax depreciation and deferred tax reversal analysis will be provided by 90

	<p>days after the close of the Transaction and the final analysis will be provided by November 30, 2022.</p> <p>Service Provider will make its staff available to respond to Rover’s relevant personnel on ad valorem tax matters related to ratemaking and requests from regulatory authorities.</p> <p>The durations for the services described above will transition to Rover at the earlier of:</p> <ul style="list-style-type: none"> • Expiration of the Transition Period, or • the date at which the TSA Scope Area’s dependent system(s) (such as PowerPlan, SAP, etc.) are moved to Rover and Service Provider no longer has access to required data. <p>Service provider will make its staff available to respond to Rover’s relevant personnel’s questions for a period of three (3) months, following the transition of the service to Rover.</p>
Transition Period:	24 months from the date of Closing

054-FIN: Property Tax Services

TSA ID:	054-FIN
Service:	Property Tax Services
Detail:	<p>Service Provider shall assist the Company in its preparation of all property tax returns and payment of all quarterly property tax invoices. Accounting services provided by Service Provider will include reports from existing sub-ledgers and/or system interfaces in order to support existing activities (e.g., power plant sub-ledger and SAP systems interfaces).</p> <p>Service Provider will provide knowledge transfer and history to Rover's relevant personnel related to the Property Tax process through process walk-throughs, and explanation of business process inputs and outputs, Service Provider accounting policies, and related activities during the applicable transition period for the Transition Service being provided.</p> <p>Service Provider through its plant accounting system shall maintain records necessary to account for the utility plant assets of Rover in preparation for the Annual Report of Tangible Personal Property for submission to the local municipalities.</p> <p>Quarterly property tax payment process</p> <p>Service Provider will:</p> <ul style="list-style-type: none"> • Prepare the property tax reports and payment information using the existing PowerPlan Property Tax automation with data gathered from Service Provider Plant Accounting or data provided by Rover. • Provide the supporting data and reports to Rover for review. • Provide evidence of property tax payment review to Rover via email. • Upon Rover's approval of the property tax estimated payments, Service Provider will remit (and will have the authority from Rover to so remit) payment to each applicable local tax authority on behalf of Rover. • Provide copies of tax bills to Rover to assist Rover in its payment reimbursement process.

Annual property tax return process

Service Provider will:

- Prepare the property tax reports and returns using the existing PowerPlan Property Tax automation with data gathered from Service Provider Plant Accounting or data provided by Rover.
- Provide the supporting data and reports to Rover for review and signing of the returns.
- Print attach signature pages signed and notarized by Rover, and mail the returns to the municipalities.
- Provide evidence of property tax return review to Rover via email.
- In such instances, National Grid DOA authorized employees are authorized by Company to prepare Company approved property tax reports and returns and submit payment to the applicable property tax governmental authority on behalf of and for the benefit of Company strictly in compliance with this TSA.

Regarding authority to act in respect of property tax matters, see also the Notification of Agency Relationship attached as Exhibit A to this TSA.

Service Provider will make its staff available to respond to Rover's relevant staff on all ad valorem tax matters, including, but not limited to, questions regarding the preparation and submission to local assessment agencies, follow-up inquiries, and information necessary to evaluate potential property tax appeal candidates. This may also include attendance at valuation meetings for determination of assessed value.

Service Provider will provide access to its relevant staff for the purposes of providing guidance on the property tax budget for Rover's business, and files, documents, and information pertaining to previous and current litigation on legal property tax matters.

The durations for the services described above will transition to Rover at the earlier of:

- Expiration of the Transition Period, or
- the date at which the TSA Scope Area's dependent system(s) (such as PowerPlan, SAP, etc.) are moved to Rover and Service Provider no longer has access to required data.

	Service Provider will make its staff available to respond to Rover's relevant personnel's questions for a period of three (3) months, following the transition of the service to Rover.
Transition Period:	24 months from the date of Closing

[NECO Letterhead]

[DATE]

Exhibit A
Agency Letter

Re: Notification of Agency Relationship

To Whom It May Concern:

Please be advised that, pursuant to the Transition Services Agreement, dated as of [____], by and among National Grid USA Service Company, Inc. ("Service Provider"), National Grid USA and The Narragansett Electric Company ("Service Recipient"), Service Provider has been designated as Service Recipient's agent in connection with property tax payments and transactions including (but not limited to):

- making payment of all real and tangible personal property taxes due to any local taxing governmental authority;
- filing all tangible personal property tax returns due to any local taxing governmental authority;
- representing the Service Recipient with any local taxing governmental authority in respect of missing or incorrect bills;
- making appropriate property tax appeals to any local taxing governmental authority.

Third parties are entitled to rely upon this letter for purposes of evidencing the power and authority of Service Provider to perform any of the foregoing actions as the agent of Service Recipient.

If there are any questions involving contract administration, please contact [____] at [____]. If there are any questions involving this agency letter, please contact the undersigned at [____].

Sincerely,

[NAME]

[TITLE]

Finance

Finance & Accounting Insurance

**SERVICE DESCRIPTIONS – FINANCE & ACCOUNTING (THE NARRAGANSETT
ELECTRIC COMPANY)**

055-FIN: INSURANCE.....2

055-FIN: INSURANCE

Service:	Insurance
Detail:	<p>Service Provider will provide Rover with an Asset report in support of the Rover Property Insurance program renewal at an operating company level. The report must be provided no later than December 15th for the subsequent Rover April 1 property renewal.</p> <p>Service Provider shall use commercially reasonable efforts to provide Rover a detailed Insurable Value Report for all single-site Rover assets, where escalated cost is reported in excess of \$1M. and include the following:</p> <ul style="list-style-type: none"> • Company Description (i.e. Rover) • Utility Account ((First three digits of account number corresponds to the FERC Uniform System of Accounts) • Business Segment (e.g. Electric Distribution, Electric Transmission, or Gas) • Major Location (Higher level location description) • Asset Location ID number (four-digit code unique to each asset) • Asset Location (More detailed location description) • Street Name and Zip Code for New Locations as of 1/1/2022. • City • State • Actual Cost • Escalated Cost or Total Insurable Value <p>Service Provider will endeavor to provide all the information requested above, however in the event that some of this information cannot be provided after commercially reasonable efforts, Rover will need to deploy additional resources to seek said information. Where information is provided separately to Rover, it is Rover's responsibility to map this information to the Asset report provided by Service Provider.</p>
Transition Period:	12 months

Finance

Cash Management

SERVICE DESCRIPTIONS – CASH MANAGEMENT

056-FIN CASH MANAGEMENT SERVICES

2

056-FIN Cash Management Services

TSA ID:	056-FIN
Service:	Cash Management Services
Detail:	<p>Service Provider will continue to process Accounts Payable and Payroll disbursement for Rover through the existing National Grid USA Service Company bank accounts. As such, Service Provider Cash Management will provide the following services to comply with Legal and Regulatory requirements which state that Service Provider may not loan or create the perception of a loan to Rover for disbursement activity since Rover will no longer be an affiliated company. Service Provider Cash Management will provide the following services:</p> <ul style="list-style-type: none"> • Coordinate internally with Accounts Payable & Payroll to obtain funding requirement; • Notify Rover of the required funding amount (net of any adjustments received); • Monitor bank account to ensure funding was received; • Upon confirmation of funding receipt, inform Accounts Payable & Payroll to release disbursement files to bank for processing; • Monitor payroll deposit received from Rover and notify if additional funding is required • Monitor SAP In-House Cash sub-ledger activity for Rover; • Provide detail of funding received monthly to facilitate any required journal voucher requirements • Refund the remaining deposit plus any interest accrued to Rover upon logical separation • Interest rate paid on the deposit will be based on the BlackRock Fed Fund Government Money Market Fund – CUSIP 09248U700 • In the event the Service Provider does not receive the daily funding by the required cutoff time, Service Provider will use the required portion of the prefunding to make Service Provider bank accounts whole <p>Rover Cash Management organization will comply with the following requirements to receive the services listed above:</p> <ul style="list-style-type: none"> • Prefund the Service Provider an amount of \$6.2m (based on anticipated payroll disbursement activity) to hold as a deposit until logical separation is in place and Rover is configured for payment activity.

	<ul style="list-style-type: none"> • Prefund the Service Provider an amount of \$10m (based on anticipated employee bonus disbursement activity) to hold as a deposit until the day following APP pay date to employees. • Transfer the deposit on the 1st business day following the deal-close date to be held by the Service Provider (National Grid USA) with general funds segregated on the G/L for tracking. <p><u>Excluded Services:</u> National Grid will not provide funding for Rover disbursements.</p> <p><u>Contacts:</u></p> <p><u>NG Treasury – Cash Management</u> Patrick Connolly – Patrick.connolly@nationalgrid.com Jessica Krieger – Jessica.krieger@nationalgrid.com Gerry McEntee – Gerard.mcentee@nationalgrid.com Christina Bostic - Christina.Bostic@nationalgrid.com</p> <p><u>NG Payroll</u> Ron Fasoldt – Ronald.fasoldt@nationalgrid.com Laurie Hare – laurie.hare@nationalgrid.com Julia Brokhoff – Julia.brokhoff@nationalgrid.com</p> <p><u>NG AP</u> Ann Abare – ann.abare@nationalgrid Dia Nowakowski - dia.nowakowski@nationalgrid.com Tammy Hoffmann – tammy.hoffmann@nationalgrid.com</p> <p><u>PPL Treasury</u> Vanessa Hartline – VDHartline@pplweb.com Cash Management – cashmgmt@pplweb.com</p>
Duration:	2 months – This TSA only becomes active if ERP logical separation does not happen on Day 1 and SAP is not configured for payment activity

Finance

Financial Planning & Analysis

**SERVICE DESCRIPTIONS – FINANCE & ACCOUNTING (THE NARRAGANSETT
ELECTRIC COMPANY)**

129A-FIN: FINANCIAL PLANNING AND ANALYSIS.....2

129A-FIN: Financial Planning and Analysis

Service:	Financial Planning and Analysis
Detail:	<p>Service Provider will provide consultative (i.e. troubleshoot) support to Rover with monthly and quarterly reporting activities (e.g., long-term planning) at an operating company level, this includes:</p> <ul style="list-style-type: none"> • Net margin calculations and analysis • Rate base calculations and analysis • Return on Equity (finance / regulatory return) <p>Service Provider will support Rover with existing finance business partnering activities covering:</p> <ul style="list-style-type: none"> • Rate case modeling (subject to case timeline) <p>Service Provider will support knowledge transfer to Rover's employees assigned to perform the financial planning and analysis services listed within this Transition Service schedule as requested by Rover.</p>
Transition Period:	6 months

Finance

Financial Business Partnering

EXHIBIT A – TRANSITION SERVICES

**SERVICE DESCRIPTIONS – FINANCE & ACCOUNTING (THE NARRAGANSETT
ELECTRIC COMPANY)**

129B-FIN: FINANCIAL PLANNING AND ANALYSIS – FBP'S.....2

EXHIBIT A – TRANSITION SERVICES

129B-FIN: Financial Planning and Analysis – FBP’s

Service:	Financial Planning and Analysis – FBP’s
Detail:	<p>Service Provider will support Rover with existing finance business partnering activities covering:</p> <ul style="list-style-type: none"> • Monthly Reportings Center of Excellence reports – Pulse reports identifying O&M monthly activity related to internal management reporting (e.g. costs by activity and project, opex/capex splits, Operating Company splits and headcount by cost center) • Access to FP&A Power Bi dashboard for RI Operating Companies – data warehouse to enable FBP’s and the functions to conduct real time reviews of O&M cost activity and headcount to provide insight on a daily/monthly basis and determine value of cost saving initiatives. Power Bi dashboard to be available by ERP logical separation date, which may be later than deal close date (30 days after the sale). • RI O&M/Capital budget/forecasts to uploads into BPC as per Service Provider’s timetable <p>Service Provider will support knowledge transfer to Rover’s employees assigned to perform the financial planning and analysis services listed within this Transition Service schedule as requested by Rover.</p>
Transition Period:	12 months

Sarbanes Oxley Testing

143-SOX: SARBANES OXLEY TESTING

TSA ID:	143-SOX
Service:	Sarbanes Oxley Testing
Detail:	<p>Service Provider (SP) shall continue to provide the following as it relates to SOX:</p> <p><i>Service Description – SOX Control Testing during the Transition Period:</i></p> <ul style="list-style-type: none"> • Service Provider will provide testing and results of Service Provider’s in-scope SOX controls for FY 22 and other Financial Years within the scope of the TSA period to Rover. Service Provider will confirm and document that Rover’s samples are included in populations subject to sampling in Archer. • Testing will be as agreed upon using Service Provider’s approach (described below) for all controls in scope which includes walkthroughs, sampling and update procedures. • Service Provider will share with Rover a Summary of Test Results, Findings, Mitigation Plans and Mitigation Plan Status via an agreed upon template at least at the end of each testing phase. Any confirmed individual control deficiencies identified which impact Rover will be shared out-of-cycle as soon as reasonably practicable and/or at least on a monthly frequency through a summary of control deficiencies list. • Service Provider will upload testing workpapers for re-performance on request by Rover through a mutually agreed upon secure electronic file sharing tool. • Service Provider will provide testing services at the request of Rover in the event a control would be determined to be in scope for Rover, but not in scope for Service Provider. The scope of additional controls to be tested by the Service Provider will be communicated and agreed upon during the planning phase of the service provider’s financial year. The full scope of controls to be tested by the Service Provider will be formally shared and approved during the planning phase of the Service Provider’s FY and any changes will be communicated throughout the year. • Service Provider will provide reasonable assistance and consultations, including attendance at meetings and other touchpoints to Rover during the Transition Period and as may be reasonably requested from time to time relating to testing of controls through the close of the Financial Years (including filing of annual SEC reports) within the scope of the TSA period.

Sampling and Testing Approach:

- Service Provider and Rover Testing Responsibilities:
The below table illustrates the agreed control testing scenarios, based upon different potential variations of involved people, process, and technology factors.

Example Control	System Owner	Process Owner	Responsible Tester
Service Provider conducts transactions on behalf of Rover	Service Provider	Service Provider	Service Provider , as part of a homogenous sample
Service Provider provisions access based on Rover approval	Service Provider	Service Provider	Service Provider , though inquiries may be made to Rover to perform testing
Invoices are created and approved by Rover in Service Provider’s system following SP’s processes and controls	Service Provider	Service Provider	Service Provider , though inquiries may be made to Rover to perform testing
Rover conducts business performance reviews, operational monitoring, or other activities on Rover systems based on reporting from Service Provider systems	Source System: Service Provider Target System: Rover	Rover	Service Provider: Responsible for testing integrity of the key report provided to Rover Rover: Journal entry approval and review of the report for accuracy and completeness based on information

			provided by Service Provider
<ul style="list-style-type: none"> Service Provider (SP) will leverage their existing SOX control sampling methodology and consider the following guidelines for testing as it relates to Rover related controls: 			
#	Scenario	Rover Considerations	
1	Common & Indistinct Controls: i.e. Homogeneous process where Rover activities are processed and controlled in the same manner as SP activities and cannot be reasonably separated or identified.	Full random sample: Samples will be selected randomly with an equal chance for selection between SP and Rover activities (SP+ Rover mixed). Any issues identified in the testing of these controls would affect both SP and Rover entities.	
2	Common & Distinct Controls: i.e. Homogeneous process where Rover activities are processed and controlled in the same manner as SP activities and Rover activities can be reasonably separated and identified.	Full random sample: Samples will be selected randomly with an equal chance for selection between SP and Rover activities (SP + Rover mixed). Any issues identified in the testing of these controls would affect both SP and Rover entities. If there is a need for additional Rover samples, The Rover population of activities will be evaluated separately from the SP population and sampled accordingly for testing purposes in line with SP Corporate Audit testing guidance.	
3	Separate & Distinct Controls: Non-homogeneous processes where Rover activities are not processed and controlled in the same manner as SP activities and	Separate full Rover sample: The Rover population of activities will be evaluated separately from the SP population and sampled accordingly for testing purposes	

	can be reasonably separated and identified.	in line with SP Corporate Audit testing guidance.
	<ul style="list-style-type: none"> • Service Provider will apply sampling size guidelines and testing approach in accordance with Service Provider’s processes and procedures. These will be communicated and approved by both parties during the planning phase of the service provider’s financial year. • The Service Provider will provide a detailed schedule of the third-party service provider SOC 1 reports relevant for Rover internal controls over financial reporting during the Planning period. Rover will be responsible for communicating any additional actions or procedures requested of the Service Provider (e.g. obtaining an additional Bridge Letter through Rover’s fiscal year-end, responding to a qualified opinion, or evaluating the impact of control deficiencies identified in the reports). <p><u>Service Exclusions:</u></p> <ul style="list-style-type: none"> • Knowledge transfer after the close of Rover’s fiscal year (including filing of Recipient’s annual SEC reports) within the scope of the TSA period. • Consultations relating to the transition period arising after the close of the Financial Year (including filing of Rover’s annual SEC reports) within the scope of the TSA period. 	
Transition Period:	24 months	

Notice of Extension
The Narragansett Electric Company to
National Grid USA Service Company
June 9, 2022

Jeffrey R. Jankowski
Vice President and Deputy General Counsel-Corporate

PPL Services Corporation
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.6922
jjankowski@pplweb.com



June 9, 2022

VIA EMAIL

National Grid USA Service Company, Inc.
40 Sylvan Road
Waltham, MA 02451-1120
Attn: Duncan Willey
Email: Duncan.willey2@nationalgrid.com

Re: Transition Services Agreement dated as of May 25, 2022 by and among National Grid USA Service Company, Inc., National Grid USA (solely with respect to Section 4.6) and The Narragansett Electric Company ("Transition Services Agreement")

Dear Mr. Willey:


Pursuant to Section 3.1(a) of the Transition Services Agreement, The Narragansett Electric Company hereby provides notice of extension of the term of following transition services:

1. 145-GO – ISR Testimony Support, as set forth in Attachment A hereto.
2. 082A-EO – Emergency Restoration Support, as set forth in Attachment B hereto.

The foregoing service schedules are hereby amended as set forth in Attachment A and Attachment B, respectively.

Please contact me with any questions regarding these service term extensions.

Sincerely,


Jeffrey R. Jankowski (Jun 9, 2022 10:04 EDT)
Jeffrey R. Jankowski

cc: National Grid USA Service Company, Inc.
Attn: Keri Sweet
Email: keri.sweet-zavaglia@nationalgrid.com

ATTACHMENT A

Confidential

145-GO: ISR testimony support

ID	145-GO
Service:	ISR testimony support - EXTENSION
Detail:	<p>Service Provider and Rover shall each designate a coordinator for ISR support services, who shall act as principal points of contact for any matters regarding Service Provider's FY2023 ISR.</p> <p>If requested by Rover, Service Provider shall provide FY2023 support services including:</p> <ul style="list-style-type: none"> • Testifying to factual matters regarding performance of prior years’ ISR plans • Testifying to factual matters regarding the development of the proposed FY2023 ISR plan • Assisting with responses to inquiries / information requests from regulators and other parties to the proposed FY2023 ISR plan • Consulting generally on ISR plan issues • Testifying to factual matters and assisting with responses to inquiries / information requests from regulators and other parties in relation to two topics that extended beyond the FY2023 ISR plan approval by the PUC: <ul style="list-style-type: none"> ○ In-Service treatment of Leak Prone Pipe ○ Enbridge Heaters Replacement and Ownership Transfer (to Narragansett Electric Company dba RI Energy) • Testifying to factual matters and assisting with responses to inquiries / information requests from regulators and other parties in relation to the FY2022 ISR Reconciliation. • Assisting with responses to inquiries / information requests from regulators and other parties in relation to the 2022 Distribution Adjustment (DAC) Filing and/or testifying to factual matters, if needed. <p>In connection, Service Provider shall also support Rover in proceedings, technical sessions, or working group meetings, before the RIPUC (Rhode Island Public Utilities Commission) or RI Division.</p> <p>If requested by Rover, Service Provider’s representatives from Investment Planning, Resource Planning, Engineering Asset Strategy and Gas Regulatory Delivery and Strategy shall participate with Rover’s representatives on conference calls and at meetings with regulators regarding the FY2023 ISR plan (including extended matters), the FY2022 Reconciliation, and 2022 DAC filing. Should Rover request</p>

	<p>Service Provider to represent it at a regulatory meeting or call, Service Provider’s regulatory personnel will coordinate with Rover about the positions to be taken and the decision and/or votes to be made on behalf of Rover. For the avoidance of doubt, whilst Service Provider may take certain positions and vote on behalf of Rover, any such positions and votes will be pre-determined by Rover, who will make its representatives available to attend such meetings or calls with Service Provider. Any Seller’s employee representing Rover in any regulatory meeting will clearly identify themselves as representing Rover. Service Provider’s employees providing FY2023 ISR support, FY2022 Reconciliation support, or 2022 DAC filing support shall take any action that may be necessary or appropriate from time to time to avoid actual or apparent conflicts of interest.</p>
<p>Transition Period:</p>	<p>Until FY23 ISR plan approval by Rhode Island Public Utilities Commission.</p> <ol style="list-style-type: none"> 1. FY2023 ISR: Until resolution of In-Service treatment of Leak Prone Pipe and Enbridge Heaters Replacement and Ownership Transfer 2. FY2022 ISR Reconciliation: until PUC issues ruling on FY2022 ISR Reconciliation 3. 2022 DAC Filing Support: until PUC issues ruling on 2022 DAC filing

ATTACHMENT B

Confidential

EXHIBIT A – TRANSITION SERVICES

LEGAL TSA – Electric Operations and Engineering

070-EO: TRANSMISSION ASSET MANAGEMENT AND PLANNING 2

071-EO: TRANSMISSION LINE AND SUBSTATION SUPPORT SERVICES 4

072-EO: TRANSMISSION AND SUBSTATION ENGINEERING AND DESIGN 5

**073A-EO: ELECTRIC TRANSMISSION LINE, DISTRIBUTION LINE, SUBSTATION,
AND PROTECTION STANDARDS & WORK METHODS 7**

073B-EO: ELECTRIC LAB & FIELD TESTING 9

074B-EO: ELECTRIC METER SHOP 10

**076-EO: TRANSMISSION PLANNED MAJOR MAINTENANCE & CAPITAL
CONSTRUCTION 12**

078-EO: ELECTRIC TRANSMISSION NETWORK CONTROL 14

079-EO: MAPPING & RECORDS 16

080-EO: METER DATA SERVICES 17

081-EO: NERC/NPCC-RELIABILITY COMPLIANCE 18

082A-EO: EMERGENCY RESTORATION SUPPORT 19

083-EO: TRANSMISSION AERIAL INSPECTION & PATROL 21

084-EO: SHARED TELECOM NETWORK (STN) 22

085A-EO: DISTRIBUTION POLE ATTACHMENTS 23

085B-EO: OUTDOOR LIGHTING 24

086-EO: LAND MOBILE RADIO (LMR) AND MICROWAVE SYSTEMS 25

087-EO: ELECTRIC DISTRIBUTION CONTROL CENTER 26

089-EO: RIGHT OF WAY AND SURVEY ENGINEERING 27

090-EO: VEGETATION MANAGEMENT (TRANSMISSION AND DISTRIBUTION) 28

092-EO: EMERGENCY TRANSMISSION LINE SERVICES (TLS) 29

EXHIBIT A – TRANSITION SERVICES

070-EO: Transmission Asset Management and Planning

ID	070-EO
Service:	Transmission Asset Management and Planning
Detail:	<p>Service Provider will make reasonably available during normal business hours its employees to support and perform Asset Management and Planning services related to Rover’s electric Transmission in a manner consistent with the provision of such services prior to Closing, in particular:</p> <ul style="list-style-type: none"> • Execute all transmission planning activities (under State, ISO-NE, NPCC, FERC and NERC) including performing all modelling and study work, identification of work scope into Asset Management process, adherence and support of compliance requirements and analysis of new transmission interconnection requests • Support the creation and management of area-based asset health, maintenance for targeted transmission system, substation and transmission equipment • Support project submission process for pool and non-pool transmission facilities including any competitive bidding process (FERC Order 1000 window) with the ISO-NE. Help in assessing all transmission alternatives including non-wires options. • Provide transmission planning support for new load interconnection requests and recommend infrastructure reinforcement as needed. • Conduct interconnection studies for new generation installed on distribution, sub-transmission, and transmission system and follow all established tariff processes to execute agreements and perform engineering and construction to accommodate the interconnection requests • Prepare proposed remediation solutions and investment grade estimates for planning initiatives and reliability reviews • Support compliance audit activity and retain all applicable evidence for future audits • Provide support and continue to pursue state regulatory filings for Siting of lines and any required reporting.

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EXHIBIT A – TRANSITION SERVICES

	<ul style="list-style-type: none"> • Support permitting and licensing activities as needed to ensure compliance with all regulations. • Support the need for existing as well as new Right of Way (ROW), future use land requests <p>Service Provider’s Transmission Commercial Services team supporting [NEP] shall act as the interface with all customers taking transmission service or interconnection service over Rover Transmission Facilities, including with regard to all responsibilities contemplated under Section 3.10 of the TOA, provided that NEP shall present any significant customer service issues to Rover and act in accordance with Rover’s direction with respect to such customer service issues.</p>
Transition Period:	12 months

EXHIBIT A – TRANSITION SERVICES

071-EO: Transmission Line and Substation Support Services

ID	071-EO
Service:	Emergency Transmission Line and Substation Support Services
Detail:	<p>Service Provider will perform support services related to the work required for Transmission Lines and/or Transmission and Distribution Substations. Specifically, Service Provider agrees to perform the following activities:</p> <ul style="list-style-type: none"> • Provide ad hoc consultation and technical support services, including design workflow activities, for work on Transmission Lines and Transmission & Distribution Substations. • Provide ad hoc engineering consultation and technical support services for Protection, Substation Control Systems, and Telecom for work within T&D substation environments. • Provide ad hoc engineering consultation and services for Protection disturbance analysis related to unintentional / undesirable protective system operations. • Provide ad hoc consultation for Underground Transmission Engineering in order to support RI field supervisors during cable testing and fault finding. • Provide ad hoc consultation for Substation Spill Prevention Control and Countermeasure (SPCC) Plans, as required.
Transition Period:	12 months

EXHIBIT A – TRANSITION SERVICES

072-EO: Transmission and Substation Engineering and Design

ID	072-EO
Service:	Transmission and Substation Engineering and Design
Detail:	<p>Service Provider will make available reasonably during work hours its employees to support and perform for Rover the following engineering and design services for specific Transmission projects along with consultation services in a manner consistent with the provision of such services prior to deal close. Refer to Appendices 072-EO-01 and 072-EO-02 for specific projects covered by this TSA.</p> <p>4.3 Scope Document (TSD) – Any project with a scope document due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department. The scope document and any existing project documents will be consolidated, and a project file turned over to Rover.</p> <p>Final Engineering Complete (FEC) – Any project with a final design due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department. The final design will then be turned over to Rover for accountability on the remainder of the project.</p> <p>Construction Complete (CC) – Any project with construction resources mobilized and a Construction Complete date due Day 1 +6 months or sooner will be finished / closed out by the applicable Service Provider engineering department.</p> <ul style="list-style-type: none"> • Overhead and Underground Transmission Line, Transmission and Distribution Substation, Protection and Substation Control Systems, and Telecom engineering and design services as defined by the NG Network Development Process Playbook for “Engineering” in stages 4.3, 4.4A, 4.4B and 4.5. This applies to all projects listed in Appendices 072-EO-01 and 072-EO-02. • Provide engineering services and support required for device control settings of Transmission and Substation circuit breakers associated with all projects listed in Appendices 072-EO-01 and 072-EO-02. • Acceptance of facilities and commissioning.

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	<ul style="list-style-type: none"> • Overhead and Underground Transmission Line, Transmission and Distribution Substation, Protection and Substation Control Systems, and Telecom engineering and design project support including but not limited to: Design Workflow Activities, Invoice Processing; Change Order Processing; Minor Material Ordering, Coordination and Delivery; Project Work Order Close-out; Coordination and Tracking of Drawing Mark-ups/As-Builts. • Provide consultation and support services related to material specification and procurement. Includes both stock and non-stock material. • Assist project management team in development of construction and outage timeline and other associated tasks outlined in the NG Network Development Process Playbook for “Engineering” in stages 4.3, 4.4A, 4.4B and 4.5Administer contracts and contract changes, including non-environmental permits
Transition Period:	6 months

EXHIBIT A – TRANSITION SERVICES

073A-EO: Electric Transmission Line, Distribution Line, Substation, and Protection Standards & Work Methods

ID	073A-EO
Service:	Electric Transmission Line, Distribution Line, Substation, and Protection Standards & Work Methods
Detail:	<p>Service Provider will make available its employees for consultation services to support Rover’s T&D Standards and Work Methods functions in a manner consistent with the provision of such services prior to Closing:</p> <ul style="list-style-type: none"> • To provide ad hoc consultation for prior and current Service Provider +Standards and Work Methods applicable at the time of deal close, including: Overhead Construction Standards, Underground Construction Standards, Electric Operating Procedures (EOP), Standards Bulletins, Work Methods Bulletins, Material Specifications (MS series), Transmission Specifications (SP series), Transmission and Protection Guidelines (GL series), Transmission and Protection Procedures (PR series), Protection Policy (PL Series), Transmission Protection Design Standards (ST Series), Low Profile Substation Standards, Substation Maintenance Procedures (SMP series). • To provide ad hoc consultation on any in-progress Standards and Transmission Line, Distribution Line, and Substation Work Methods addendums or changes. • To provide ad hoc consultation as Rover publishes updates to standards during the active TSA period, as applicable to in-flight projects. • Provide ad hoc consultation support as applied to design philosophies, storm hardening and best practices. • Provide ad hoc consultation and support services relative to compliance with industry standards (i.e., NERC, PRC, CIP) <p>Provide ad hoc consultation and support services for all related back-office systems required to support the maintenance</p>

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	considerations for the aforementioned Standards and Work Methods documentation.
Transition Period:	6 months

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073B-EO: Electric Lab & Field Testing

ID	073B-EO
Service:	Electric Lab & Field Testing
Detail:	<p>Service Provider will make available its employees to support and provide Electric Lab and testing services related to Rhode Island Transmission and Distribution system to Rover’s functions in a manner consistent with the provision of such services prior to Completion for operational and regulatory requirements:</p> <p>Meter Engineering will provide:</p> <ul style="list-style-type: none"> • Ad hoc consultation for prior and current Service Provider Standards applicable at the time of deal close and the routine maintenance and updating of the standards, as needed <p>Electric Lab and Field Testing will continue to perform:</p> <ul style="list-style-type: none"> • Woodson Test Services • EMF Testing Services • Power Quality Testing Services • UG Cable Testing (Lab) root cause analysis testing for failed sections sent from field • Infrared (IR) Testing • Testboard calibration • Test Result tracking for personal protective grounds • Data sharing for historic and current data <p>Rubber Goods Testing and Maintenance will continue to perform:</p> <ul style="list-style-type: none"> • Gloves, sleeves and blankets testing • Testing records sharing to Rover • Purchasing, warehousing, and dispositioning of Rubber Goods Inventory • Tracking, collection, shipping, receiving, and notification management of rubber goods to/from field • Labeling of rubber goods with due date and personnel name
Transition Period:	24 months

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074B-EO: Electric Meter Shop

ID	074B-EO
Service:	Electric Meter Shop
Detail:	<p>Service Provider will provide the following services to Rover in a manner consistent with the provision of services prior to completion, in particular</p> <ul style="list-style-type: none"> • Manage inventory and logistics for electric meters (herein known as “meters”), CT/PT (current transformer / potential transformer), and CT/PT auxiliary equipment • Perform bench meter tests for: <ul style="list-style-type: none"> ○ Customer and regulator inquiries/complaints ○ Regulator-mandated testing programs ○ Pre-test reinstallation meters ○ Test certain percentage of new meters • Perform CT/PT testing for: <ul style="list-style-type: none"> ○ Test a percentage of new instrument transformers ○ Pre-test reinstallation instrument transformers ○ Field test 69KV combo units as needed • Program electronic meters • Provide general technical and maintenance support to Rover regarding meter application • Process meters for reuse in field after remove or exchange • Provide resources and services related to wholesale transmission and substation meters <p>Meter programs required by applicable regulatory authorities (does not apply to wholesale transmission)</p> <ul style="list-style-type: none"> ○ Coordinate with vendor to create a random list of installed meters by model to be exchanged ○ Feed list provided into Statistical Analysis program ○ Monitor test results by ANSI (American National Standards Institute) standards (remove outliers and creates separate reports as required by regulatory authorities ○ Create year end reports to be delivered to regulatory authorities. The reports will be submitted to the regulatory authorities by Rover

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	<ul style="list-style-type: none">• Follow up for additional information requests by regulatory authorities
Transition Period:	24 months

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076-EO: Transmission Planned Major Maintenance & Capital Construction

ID	076-EO
Service:	Planned Transmission Major Maintenance & Capital Construction
Detail:	<p>Service Provider will make available its employees to provide Rover with Project Development, Project Management and Construction services of significant Transmission Line, Substation and Distribution Line work where there is a project deliverable due Day 1 +6 months of TSA execution. Specifically, Service Provider agrees to provide Rover with the following support for the projects provided in Appendix 076-EO-01:</p> <ul style="list-style-type: none"> • 4.3 Scope Document (TSD) – Any project with a scope document due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department and overseen by Service Provider Project Development. This will conclude the 4.3 outputs from Project Development. The scope document and any existing project documents will be consolidated, and a project file turned over to PPL. • Final Engineering Complete (FEC) – Any project with a final design due Day 1 +6 months or sooner will be finished by the applicable Service Provider engineering department and overseen by Service Provider Project Management. The final design will then be turned over to PPL for accountability of the remainder of the project. • Construction Complete (CC) – Any project with construction resources mobilized and a Construction Complete date due Day 1 +6 months or sooner will be finished and overseen by the Service Provider Project Management team and executed by the existing construction resources on the project. These resources could be internal Service Provider resources, Rover resources that conveyed as of Day 1, contractors or a combination thereof. Construction resources will remain on the project through the end of construction. • All projects owned through Construction Complete will be completely closed out by Service Provider Project Management.

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	<ul style="list-style-type: none">• In all instances where TSD, FEC or CC is beyond Day 1 + 6 months and the activity is in flight, Service Provider will continue delivering the project and a turnover to Rover will occur no later than Day 1 +6 months.• In all cases, the deliverable will be based on whichever milestone comes first following Day 1.
Transition Period:	6 months

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078-EO: Electric Transmission Network Control

ID	078-EO
Service:	Electric Transmission Network Control
Detail:	<p>Service Provider will provide the resources and systems to operate the RI Transmission Electric Network Control required on behalf of Rover in a manner consistent with the provision of such services prior to Completion:</p> <p>Operations – Service Provider will provide/maintain continuous monitoring and active control to ensure safe and reliable operation of the RI power grid under all conditions. Whether it's a planned event or a significant system disturbance due to weather events, terror attack or equipment failure, Service Provider team is responsible for responding and stabilizing the power grid to safe and reliable operating conditions. Activities should include but not limited to:</p> <ul style="list-style-type: none"> • include RI transmission system in Service Provider backup control center operations and planning • day to day operation of RI transmission system • maintain and direct the application of the Permit and Tag (i.e. TOLO) for work on RI transmission system • coordinate and direct the activities of transmission services crews, substation field crews (RI and mutual assistance) during system events and emergencies to restore customers and system integrity • utilize and maintain emergency procedures, utilize and maintain operating documents (i.e. operating instructions), coordinate as required with ISO-NE, and ensure compliance with FERC, NPCC, NERC, and ISO-NE requirements • Continue to follow Service Provider record retention policies pertaining to transactions on RI equipment • Continue to train and maintain RI transmission operators certifications • Write switching as need for planned and unplanned outages <p>Operating Tools and Systems – maintain the integrity of the Energy Management System (EMS) and all supporting applications (ex. iTOA/eLogger) and systems. Support is including but not limited to, network & SCADA model changes for system reconfigurations, and state estimator & contingency analysis</p>

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	<p>maintenance, to meet (at minimum) all NERC, FERC, NPCC, and NE-ISO requirements</p> <p>Maintain all systems and protocols used to communicate with, but not limited to, the RI field crews, ISO-NE, foreign utilities, customers, distribution providers, municipals, and generators to meet FERC, NERC, NE-ISO, and all other regulatory entities. These systems would include, but are not limited to, radios, telephones, satellite phones, Everbridge, ARCOS</p> <p>Service Provider will adopt and adhere to any new processes and procedures established to support this transition</p> <p>Outage Coordination – Support for planned and unplanned outages including but is not limited to the following: Coordinate outage sequences and perform reliability studies. Update any media for new or retired equipment. Coordination and communication of outages to all stakeholders including but not limited to ISO-NE, foreign utilities, customers, distribution providers, and generators to meet FERC, NPCC, NERC, NE-ISO, and all other regulatory entities. Retain all record as required and turnover to PPL</p>
Transition Period:	24 months

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079-EO: Mapping & Records

ID	079-EO
Service:	Mapping & Records
Detail:	<p>Service Provider will provide GIS/mapping, records, and records services in support of Rover’s operations in a manner consistent with the support provided prior to Completion, in particular:</p> <p>GIS Map updates</p> <ul style="list-style-type: none"> • Smallworld updates/changes (698, 856, 858 STORMS Requirement related work) • 850 As-built and administration (850 STORMS Requirement) <p>Non-GIS records</p> <ul style="list-style-type: none"> • Provide existing records for a variety of maps by request to support Underground Utility Requests, but do not draw new petitions • Electrical drawings • Clerical and General Administration <p>Work Order Closeout</p> <p>Work Order Close Out Group will continue to provide and support with the following as they do today:</p> <ul style="list-style-type: none"> • Creating confirming work requests • Collecting field paperwork and updating GIS with meter numbers, serial numbers of transformers and mainline devices for scheduled built as designed work • Updating meter information in CSS for any meter removals, replacements, or installs • Providing paperwork to maps and records for scheduled work and confirming work request where GIS needs to be updated.
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

080-EO: Meter Data Services

ID	080-EO
Service:	Meter Data Services
Detail:	<p>Service Provider will provide meter data services for all electric and gas endpoints in a manner consistent with the services provided prior to Completion, in particular as follows:</p> <ul style="list-style-type: none"> • Perform meter data collections related to all customer classes • Perform activities related to meter adds, changes, and removals • Provide collection routes and scheduling • Perform validation, estimation, and editing (VEE) of meter data • Perform updates in MV-90 as needed • Perform meter data storage activities • Distribute meter data to downstream functions • Manage and perform load research activities of aggregation and reporting • Manage exceptions, which includes estimate and troubleshooting services for no meter reads • Perform wholesale and retail settlement activities for ISO New England • Provide support for required SOX and regulatory reporting • Rover and Service Provider will mutually agree to reporting – metrics and key performance indicators – that Service Provider will provide to Rover
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

081-EO: NERC/NPCC-Reliability Compliance

ID	081-EO
Service:	North American Electric Reliability Corporation (NERC) and Northeast Power Coordinating Council (NPCC) - Reliability Compliance
Detail:	<p>Service Provider will make its personnel available to Rover as required to support and perform compliance related tasks to maintain compliance with NERC Reliability Standards, as well as the NPCC and ISO-NE requirements as outlined in Transition Work Plan, which will be updated throughout the transition period..</p> <p>In addition, Service Provider will provide assistance in Rover’s assessments, external reliability compliance reporting (in each case to the extent reasonably required and where the Service Provider process is being used on behalf of PPL). For future regulatory audits (e.g., FERC, NPCC, and ISO-NE), Service Provider will provide records retained from the audit period to demonstrate compliance, as requested.</p> <p>Service Provider will make available its subject matter experts for consultation on reliability compliance and issues related to Rover, including consultation related to the development of Rover’s own compliance program. Any changes or recommendations that would impact Rover’s compliance shall be reviewed by Rover.</p>
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

082A-EO: Emergency Restoration Support

ID	082A-EO
Service:	Emergency Restoration Support
Detail:	<p>Service Provider will make available its employees when requested by Rover aligned with reasonable utility practices to support and perform the following restoration activities in an emergency event in Rhode Island in a manner consistent with the support provided prior to Closing, in particular:</p> <ul style="list-style-type: none"> • Provide resource coordination for the securing of external field restoration personnel in line with the terms set for the reasonable request of personnel by Rover • Execute customer service support, including systems, of inbound and outbound calls • Storm and Contractor Room dispatching • Damage Assessor, Wire down room support • Logistics support includes assistance limited to Staging Sites and Lodging/Meals arrangements • Distribute storm kits in the volume requested by Rover and rebuild used storm kits and store for future storms • Compile storm costs and supporting documentation for all expenditures related to the emergency even • Submit urgent storm requisitions • Perform storm card lifts and reconcile storm cards <p>In the event that Rover utility service has been disrupted by the elements, equipment malfunctions, accidents, sabotage, or any other occurrence in the electric system for which emergency assistance is deemed to be necessary or advisable, upon the request by Rover, Service Provider shall provide assistance to Rover as follows:</p> <p>Rover shall request that Service Provider contact its third party providers of emergency personnel (“Emergency Providers”)¹ and request that such Emergency Providers make a given number and type of emergency personnel available to Rover for a given period of time. Such requests by Rover as to the amount and type of emergency personnel and the period for which they would be made</p>

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	<p>available must be reasonable and consistent with Rover past practices in similar circumstances.</p> <p>Service Provider shall use commercially reasonable efforts to promptly request that its Emergency Providers make available to Rover the resources requested by Rover; provided, that Service Provider shall have no obligation (a) to compel any Emergency Provider to agree to any request, (b) to manage any personnel provided by any Emergency Provider or accept any liability for any action or omission of the same or (c) to favor Rover over any of Service Provider’s Affiliates. Company and Service Provider will work together to apply fair and equitable allocation of Emergency Providers resources.</p>
Transition Period:	<p>6 months <u>12 months, except for the 6th bullet above (Storm kit distribution, rebuild and storage), which requires a 24 month transition period.</u></p>

EXHIBIT A – TRANSITION SERVICES

083-EO: Transmission Aerial Inspection & Patrol

ID	083-EO
Service:	Transmission Aerial Inspection & Patrol
Detail:	<p>Service Provider will provide Transmission Aerial Inspection & Patrol services on an as-needed basis.</p> <ul style="list-style-type: none"> • For unplanned or emergent patrols resulting from line operations, upon notification, Provide management, coordination and administration of Transmission aerial helicopter for patrol services within 48 hours (or some time frame). • • For planned or unplanned inspection of transmission lines and assets, provide management, coordination and administration of Transmission aerial helicopter <p><u>Exclusions</u></p> <p>Excludes detailed comprehensive line inspections and aerial visual/infrared inspection of entire Rover Transmission circuits.</p>
Transition Period:	6 months

EXHIBIT A – TRANSITION SERVICES

084-EO: Shared Telecom Network (STN)

ID	084-EO
Service:	Shared Telecom Network
Detail:	<p>Service Provider will provide Engineering, Operations, and Administration services related to the STN to Rover in a manner consistent with services provided prior to deal close and in accordance with Shared Telecom Network and other telecom lease agreements and obligations.</p> <ul style="list-style-type: none"> • Coordinate with Fiscal Agent (EverSource) to collect the net-out of STN billing charges between other STN partners • Provide adhoc engineering consultation and support services for Company Operations personnel to operate, monitor, and maintain the STN portion owned by Service Provider • Provide operations support and provide STN Management Committee and Operating Committee representation
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

085A-EO: Distribution Pole Attachments

ID	085A-EO
Service:	Distribution & Transmission (Wireless) Pole Attachments & Streetlight Program
Detail:	<p>Service Provider will provide Attachments program management, and services as outlined below:</p> <p>Attachments program management:</p> <ul style="list-style-type: none"> • Perform Joint Ownership Pole and third-party attachment billing. • Manage all aspects of Distribution & Transmission Third-Party Attachments (ILEC, CATV, CLEC, Cell Tower Attachment, 4G, 5G (Wireless Antenna), Camera, Electric Vehicle Charging Stations (EVCS), Public/Private, etc.) - License Agreements, OH & UG Specifications/NESC requirements, Application process, Make-Ready Survey/Engineering/Construction/Permitting to meet FCC/PUC timelines, Invoicing Associated with Attachment Applications & Make-Ready Process, UG Conduit/Duct Pack Occupancy, One-Touch Make-Ready/Self-Help, Cost-Causer Billing, Attachment Rate Calculations/Rental Billing process, Delinquent Invoices, etc. <p>Wireless cellular attachment management:</p> <ul style="list-style-type: none"> • Manage all aspects of wireless license agreements, including attachments and fee-owned property sites.
Transition Period:	12 months

EXHIBIT A – TRANSITION SERVICES

085B-EO: Outdoor Lighting

ID	085B-EO
Service:	Streetlight Program
Detail:	<p>Service Provider will provide Outdoor Lighting program management and services as outlined below:</p> <p>Outdoor Lighting program management:</p> <ul style="list-style-type: none"> • Manage all aspects of the Outdoor Lighting program, including, but not limited to Engineering Standards/Construction Guidelines, Contracts/Agreements, Tariffs, Streetlight Sales, LED Conversions, Communications with External Parties and Customers, Billing Processes, Regulatory inquiries and rate filings, Damage and Maintenance, mailbox inquiry.
Transition Period:	12 months

EXHIBIT A – TRANSITION SERVICES

086-EO: Land Mobile Radio (LMR) and Microwave Systems

ID	086-EO
Service:	Land Mobile Radio (LMR) and Microwave Systems
Detail:	<p>Service Provider will make available for use its land mobile radio (LMR) and Microwave systems to Rover in a manner consistent with the FCC’s rules. Service Provider will also provide adhoc engineering consultation and support services at Company’s request to the extent required to maintain the aforementioned systems in a manner consistent with the provision of such services prior to Completion:</p> <ul style="list-style-type: none"> • Allow access and provide adhoc engineering consultation and support services for the maintenance of the existing LMR system • Provide adhoc engineering consultation and support services required to maintain microwave systems authorized by the FCC to operate in Rhode Island including: Lincoln, RI to Paxton / Northborough, MA; Lincoln, RI to West Bridgewater, MA; Exeter, RI to Johnston, RI; Johnston, RI to Providence, RI. • Ensure FCC licenses that are shared between Massachusetts and Rhode Island are appropriately maintained, including <ul style="list-style-type: none"> ○ Maintaining Service Provider’s status as FCC licensee in good standing ○ Maintaining all FCC licenses as active and in good standing ○ Complying with federal statutes and rules, regulations and policies of the FCC applicable to the licenses ○ Resolving in an expeditious manner any pending or threatened action by the FCC or any other government agency or third party to suspend, revoke, terminate or challenge the licenses
Transition Period:	24 months

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087-EO: Electric Distribution Control Center

ID	087-EO
Service:	Distribution Control Center
Detail:	<p>Service Provider will make available distribution control systems and procedures to Rover needed to allow Rover support and perform the following Electric Network Control required to operate the Distribution in a manner consistent with the provision of such services prior to Completion:</p> <ul style="list-style-type: none"> • Distribution operating system maintenance and updates • Support or perform system operator training & qualifications
Transition Period:	24 months

EXHIBIT A – TRANSITION SERVICES

089-EO: Right of Way and Survey Engineering

TSA ID:	089-EO
Service	Right of Way and Survey Engineering services as now supplemented by contract labor and internally managed.
Detail:	<p>Service Provider will provide Right of Way (ROW) and Survey Engineering services to support customer & capital projects for electric Transmission & Distribution (Tx & Dist), electric Sub-Transmission (sub-Tx), and Gas. ROW services include:</p> <ul style="list-style-type: none"> • Acquiring and managing property rights • Encroachment mitigation • Applications for third party use <p>Survey Engineering services include:</p> <ul style="list-style-type: none"> • Locating company rights and boundaries • Providing existing condition surveys for permitting, design, and property rights acquisition • Construction support services •
Transition Period	12 months

EXHIBIT A – TRANSITION SERVICES

090-EO: Vegetation Management (Transmission and Distribution)

ID	090-EO
Service:	Vegetation Management (Transmission and Distribution)
Detail:	<p>Service Provider will make available employees to support and perform the following Transmission and Distribution services related to vegetation management in a manner consistent with the provision of such services prior to Completion:</p> <p>Vegetation Management Operations</p> <ul style="list-style-type: none"> • General supervision and management of the vegetation management program execution and strategy including planned work. • Assistance with the preparation of Transmission and Distributed related regulatory filings • Assistance with vendor management, including oversight, contracting and invoicing
Transition Period:	12 months

EXHIBIT A – TRANSITION SERVICES

092-EO: Emergency Transmission Line Services (TLS)

ID	092-EO
Service:	Emergency Transmission Line Services
Detail:	Service Provider will make available employees to manage and ensure Transmission Line Services (TLS) are resourced to support all emergency response operations by repair of Narragansett Transmission Facilities as outlined in the Interim Transmission Asset Management Agreement (ITAMA).
Transition Period:	12 months