

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of [insert date], 2025 (the “Effective Date”), by and between [insert Contractor name], a [insert entity type and state of incorporation] with its principal place of business located at [insert address] (the “Contractor”), and The Narragansett Electric Company (d/b/a Rhode Island Energy), a Rhode Island corporation with its principal place of business located at 280 Melrose Street, Providence RI 02907 (the “Company”). Contractor and Company may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, on May 16, 2025, the State of Rhode Island Public Utilities Commission (“Commission”) issued a certain Report and Order No. 25352 (“Order”) in Docket No.: 25-08-GE (In Re: Inquiry into the Narragansett Electric Company d/b/a Rhode Island Energy’s Billing Systems Practices and Performance), which Order required the Company to issue a request for proposals (“RFP”) from qualified independent consulting firms to provide certain services to assist the Commission in its evaluation of the operational status, accuracy, and effectiveness of the Company’s electric and gas billing and related systems; and

WHEREAS, on [insert date], the Company issued the RFP to qualified independent consulting firms in accordance with the Order; and

WHEREAS, the Commission selected the Contractor to be the qualified independent consulting firm to provide the Services (defined below) to the Company and the Commission pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the Company hereby engages the Contractor to perform the Services, and the Contractor hereby accepts such engagement and agrees to perform the Services, all pursuant to the terms, conditions, and provisions of this Agreement.

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

ARTICLE I DEFINITIONS

“Acceptance” has the meaning set forth in Section 3.5.

“Affected Party” has the meaning set forth in Section 16.2.

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

“Agreement” has the meaning set forth in the preamble hereto, as the Agreement may be amended or supplemented from time to time.

“AI Technology” means a type of advanced AI software, tools, or any technologies, including natural language processing, deep learning algorithms, machine learning models, Generative AI, or Machine Learning Technologies.

“Applicable Laws” means all foreign, federal, state, and local laws, constitutions, acts, statutes, regulations, rules, codes, ordinances, treaties, orders, judgments, decrees, common laws, other requirements or rules of law of any Governmental Authority pertaining to the Services.

“Artificial Intelligence” or “AI” means a field of study within computer science concerned with developing computer systems and technology that perform specific functions or tasks or create content which would normally require human intelligence.

“Change Order” has the meaning set forth in Section 5.2.

“Claims” means claims, demands, suits, allegations, or causes of action, whether at law or in equity, and whether based on statute, regulation, rule, ordinance, code, standard, or common law or on theories of contract, tort, strict liability or otherwise (even if such claims may be later proven false, fraudulent, or groundless regardless of whether a lawsuit has been filed). For the avoidance of doubt, Claims includes, but is not limited to, investigations conducted by any Governmental Authority.

“Commission” has the meaning set forth in the preamble hereto.

“Commission Staff Designee” means Todd Bianco, Chief Economic and Policy Analyst, Todd.bianco@puc.ri.gov, 401-780-2106, or such other person(s) designated, from time to time, by the Commission from among its staff.

“Company” has the meaning set forth in the preamble hereto.

“Company Contractors” means vendors, suppliers, contractors, material-persons, consultants, and subcontractors of any tier, other than Contractor or Contractor Personnel, providing materials, software or services directly or indirectly to Company in connection with the Services.

“Company Contract Manager” means Ronald Sizemore, Manager Indirect Procurement, rsizemore@pplweb.com, 610-774-2913, who is Company’s representative that will serve as the primary contact with respect to this Agreement, and who has authority to act on behalf of Company with respect to matters pertaining to this Agreement (or such other person designated by Company, in writing, as the Company Contract Manager).

“Company Indemnitees” means Company and its Affiliates and their respective directors, officers, agents, and employees.

“Company IT/OT Technology” has the meaning set forth in Exhibit C.

“Company Materials” means any documents, data, information, know-how, methodologies, software, application, and other materials that Company provides to Contractor or provides Contractor with access to, including Company IT/OT Technology, reports, and Specifications.

“Company Parties” means Company and its Affiliates and all Company Contractors, and their respective directors, officers, agents and employees.

“Confidential Information” has the meaning set forth in Section 9.1.

“Contractor Contract Manager” means [**Insert name, title, email and phone number of Contractor’s Primary Contact for this Agreement**], who is Contractor representative that will serve as the primary contact with respect to this Agreement, and has authority to act on behalf of Contractor in connection with matters pertaining to this Agreement (or such other person designated by Contractor, in writing, as the Contractor Contract Manager).

“Contractor Equipment” means any equipment, systems, cabling or facilities provided by or on behalf of Contractor and used directly or indirectly by Contractor in the provision of the Services.

“Contractor Party” or “Contractor Parties” means Contractor, its Affiliates, contractors and subcontractors, and their respective directors, officers, agents, and employees.

“Contractor Personnel” means all employees of Contractor Parties engaged by Contractor to perform the Services.

“Damages” means: (a) for purposes of Section 11.2 only, any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by any Company Indemnitee as a result of any Claim; and (b) for all other purposes, means, with respect to any Party, any and all losses, costs, damages, injuries, liabilities, penalties and interest, including legal fees and expenses, suffered or incurred by such Party.

“Defaulting Party” has the meaning set forth in Section 13.2.

“Deliverables” means all documents, work product and other materials that are delivered to the Company and/or the Commission under this Agreement, or prepared by or on behalf of Contractor in the course of performing the Services, including, without limitation, the Report.

“Division” shall mean the Rhode Island Division of Public Utilities and Carriers.

“Division Staff Designee” shall mean a non-lawyer staff member of the Division.

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

“Enterprise Resource Planning Platform” or “ERP” means any enterprise resource planning system or other procurement, sourcing, and/or invoicing system(s) used by Company or its Affiliate from time to time.

“Fee” or “Fees” has the meaning set forth in Section 7.1.

“Force Majeure Event” has the meaning set forth in Section 16.1.

“Generative AI” means an AI Technology that can be used to produce or create new content (such as audio, code, images, text, simulations, videos, synthetic data, etc.) that reflects the general characteristics of training data without necessarily duplicating such training data, for example text generation using a large language model. Examples of third-party Generative AI systems include ChatGPT (and its variant Bing Chat), Bard, Stable Diffusion, Midjourney and DALL-E.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether interstate, state, provincial, municipal or local, and any agency, authority, commission, instrumentality, regulatory body, arbitrator, court or tribunal of competent jurisdiction, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any public utility commission, independent organization or independent operator of the electric transmission grid in a defined geographic region.

“Information” has the meaning set forth in Exhibit C.

“Intellectual Property Rights” means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights, copyrightable works, software, firmware, trade secrets, mask works, industrial design rights, rights of priority, know how, design flows, methodologies and any and all intangible protectable proprietary information that is legally recognized, and rights in data and databases, (d) trade secrets, know-how and other confidential information, (e) all other intellectual property rights existing from time to time under any Applicable Laws, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, all of the foregoing, and all similar or equivalent rights or forms of protection in any part of the world, and (f) algorithms, designs, drawings, formulae, know-how, ideas, concepts, inventions, plans, processes, software, techniques, tools, hardware, works of authorship, and other technology, whether or not protectable by any form of intellectual property rights.

“Key Personnel” means any Contractor Personnel identified as being key in this Agreement.

“Losses” mean all losses, liabilities, fines, penalties, obligations, assessments, awards, deficiencies, costs and expenses whatsoever and Damages, including the costs of settlements, litigation, arbitration, judgments, penalties and interest, documented attorneys' fees, consultants' fees and other professional fees and disbursements

and expenses (including documented attorneys' fees and litigation expenses incurred in establishing or enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers).

“Machine Learning Technologies” has the meaning set forth in Section 3.13.

“Milestone” means an event or task described in this Agreement required to be completed by the relevant date set forth in this Agreement.

“OFAC” has the meaning set forth in Section 10.2(h).

“OSHA” has the meaning set forth in Section 3.8(b).

“Party” or “Parties” has the meaning set forth in the preamble hereto.

“Permitted Subcontractor” has the meaning set forth in Section 3.1(o).

“Person” means any individual, corporation, limited liability company, partnership, association, joint venture, trust, unincorporated organization, other legal entity, or Governmental Authority.

“Personally Identifiable Information” or “PII” means any Information of a personal nature, which if disclosed to an unauthorized party, could compromise individual privacy including: an individual's full name or first initial and last name in combination with one or more of the following data elements (when the name or data elements are not encrypted or redacted:

- Social Security number;
- Driver's license number;
- Federal, state or tribe-issued identification number;
- Financial account number, credit card number or debit card number, in combination with any required security code, access code, password, or personal identification number (PIN) that would permit access to an individual's financial account;
- Medical information (Any individually identifiable information contained in the individual's current or historical record of medical history or medical treatment or diagnosis created by a health care professional.);
- Health insurance information (An individual's health insurance policy number or subscriber identification number in combination with access code or other medical information that permits misuse of an individual's health insurance benefits); and
- User name or email address, in combination with a password or security question and answer that would permit access to an online account (e.g., personal, medical, insurance, or financial account).

“Pre-Existing Materials” means all documents, data, know-how, methodologies, software and other materials provided by or used by Contractor in connection with performing the Services, in each case developed or acquired by Contractor independently of this Agreement.

“Records” has the meaning set forth in Section 3.1(m).

“Report” has the meaning set forth in Section 3 of Exhibit A.

“Restricted Party List” has the meaning set forth in Section 10.2(h).

“Required Coverages” has the meaning set forth in Section 14.1.

“Sanction Jurisdiction” has the meaning set forth in Section 10.2(h).

“Sensitive Information” has the meaning set forth in Exhibit C.

“Services” mean those consulting and other professional services to be provided by Contractor under this Agreement to assist the Company and the Commission in evaluating the operational status, accuracy, and effectiveness of Company’s electric and gas billing systems, which Services, including certain additional terms, conditions, and provisions relating to the Services, are described in more detail in Exhibit A.

“Small Business” has the meaning set forth in Section 3.1(k).

“Specification” means the technical requirements and procedures, including any accompanying appendices, contained in, referenced by, or attached to this Agreement.

“Standards” has the meaning set forth in Section 3.1(h).

“Term” has the meaning set forth in Article VI.

“UFLPA” has the meaning set forth in Section 3.12.

“UFLPA Entity List” has the meaning set forth in Section 3.12.

“Vendor Management System” or “VMS” means the fee-based third-party services contracted by Company or its Affiliate, from time to time, to receive, store, manage and maintain various records for Company and/or its Affiliates related to Contractor’s certificate of insurance, safety programs and policies, on-boarding, and other information.

ARTICLE II
INTENTIONALLY OMITTED

ARTICLE III
CONTRACTOR'S OBLIGATIONS

Section 3.1 Contractor shall perform the Services in accordance with the terms, conditions, and provisions of this Agreement including:

(a) Subject to the prior written approval of Company, not to be unreasonably withheld or delayed, appoint Contractor Personnel who shall be suitably skilled, experienced and qualified to perform the Services.

(b) Maintain the same Contractor Contract Manager throughout the Term (as defined in Article VI) except for changes due to Company’s request pursuant to Section 3.1(e), or replacement pursuant to Section 3.1(d).

(c) Assign Key Personnel to the Services if they are so designated in this Contract. Once assigned, they will not be removed, replaced, or reassigned by Contractor without Company’s prior written consent in accordance with Section 3.1(d). If Contractor replaces Key Personnel performing on a time and material project for any reason during the performance of the applicable project, Company will not be charged for the initial forty (40) hours of such new personnel’s time to reflect the inefficiencies of transition and ramp-up time.

(d) Immediately notify Company if the Contractor Contract Manager or any Key Personnel become unavailable for reasons beyond Contractor’s control and submit justification in sufficient detail (including proposed replacement) to permit evaluation of the impact on the Services and secure the approval of Company for any replacement.

(e) Request from Company the clearance of the Contractor Contract Manager and other Contractor Personnel prior to their entrance onto Company property or access to any Company systems. Contractor will supply all reasonable information requested by Company regarding such personnel, as permitted by all Applicable Laws. Company may (i) determine whether and to whom to grant any clearance or access; (ii) request the removal and replacement of any Contractor Personnel; or (iii) revoke access to Company property or systems. Contractor will promptly comply with any request under (ii) or revocation under (iii) and not use such personnel again to perform the Services. Any approved clearance or access

shall be consistent with, and in no case exceed the scope of, any such approval granted by Company. All Company authorized clearance or access shall be in conformity with Company's then-current security policies and procedures. Without limiting the generality of the foregoing, Contractor shall promptly remove from the Services any Contractor Personnel who, in Company's reasonable discretion, is performing unsatisfactorily, unsafe, incompetent, careless, unqualified to perform the Services assigned, creates an unsafe or hostile work environment, disregards the terms, conditions, and provisions of this Agreement, or is interrupting, interfering with or impeding the timely and proper completion of the Services. Contractor will provide Company with Company-approved replacement Contractor Contract manager and other Contractor Personnel at no additional cost to Company and in a timely fashion so as not to impact the performance of the Services.

(f) Before the date on which the Services are to start, obtain, and at all times during the Term maintain, all necessary licenses and consents applicable to the provision of the Services or delivery of the Deliverables.

(g) Prior to any Contractor Personnel performing any Services: (i) ensure that such Contractor Personnel have the legal right to work in the United States; and (ii) at its sole cost and expense, conduct background checks on such Contractor Personnel, which background checks shall comprise, at a minimum, a review of credit history, references and criminal record, in accordance with state, federal and local law.

(h) Comply, and ensure that all Contractor Personnel and Permitted Subcontractors comply, with the following: (i) good industry practices; (ii) Applicable Laws; (iii) all Company policies, procedures and requirements, including standards specified by Company and/or set forth in this Agreement regarding safety, security or health; (iv) PPL Corporation's Supplier Code of Conduct ("Standards") the current versions of which is available to Contractor at <https://www.pplweb.com/about-us/suppliers/> or any alternate website notified by Company to Contractor from time to time; and (v) Company's privacy policy published on Company's website. Contractor is responsible for reviewing and complying with any changes to the Standards published by Company at the above-referenced web address. If required by Company, in accordance with Company's safety procedures and risk assessment for the Services, Contractor shall participate, and shall require its Subcontractors to participate, in VMS, at Contractor's cost.

(i) Intentionally Omitted.

(j) Unless specifically exempted by law, perform its obligations under this Agreement in full compliance with all applicable equal employment opportunity and affirmative action requirements including, but not limited to, those relating to: (i) equal employment opportunity and non-segregated facilities; (ii) the utilization of minority business enterprises; (iii) the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the implementing regulations at 41 CFR Part 60-300 et seq.; (iv) the Rehabilitation Act of 1973 and the implementing regulations at 41 CFR 60-741 et seq. and other requirements relating to the employment of veterans and disabled persons, and all amendments thereto and all regulations, rules and orders issued thereunder; (v) the notification requirements established by 29 CFR Section 471, including displaying the required poster found at 29 CFR Section 471 Appendix A of Part A; (vi) the American with Disabilities Act; and (vii) the Age Discrimination in Employment Act. In addition, Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, prohibit discrimination against qualified individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. **These laws and regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, national origin, religion, sex, sexual orientation or gender identity. Moreover, these laws and regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Moreover, these laws and regulations prohibit unlawful**

harassment due to an individual's protected status (or statuses) and prohibit retaliation for engaging in protected conduct.

(k) Use its best efforts to assure that Small, Small Disadvantaged, Women Owned, Veteran Owned and Service Disabled Veteran Owned Small Business Concerns (“Small Business”) are given equitable opportunity to compete for procurements resulting from this Agreement. In this regard, Contractor shall comply with the requirements in 48 CFR 52.219-8 and 48 CFR 52.219-9, which is hereby incorporated by reference. Contractor shall also agree to participate in the set aside plan as required by 48 CFR 52.219-9.

(l) On or before the fifth (5th) day of each calendar month, provide Company with a report detailing Contractor's spend during the previous month with diverse businesses in support of the Services. Contractor shall submit such reports to SPReporting@pplweb.com.

(m) Maintain books, records, accounts, documents and other information and accounting procedures and practices relating to this Agreement (“Records”), including, but not limited to, (i) complete and accurate records relating to any cost-based (i.e., Services not covered by lump sum prices components of the Services billed under this Agreement), (ii) complete and accurate records relating to Services relating to the quantity of units billed under any unit price provisions of this Agreement and (iii) records sufficient to verify Contractor's performance of Services in compliance with this Agreement sufficient to analyze Contractor's (and its Permitted Subcontractors') fees and charges and the performance and compliance with this Agreement. Records will be retained for a minimum of five (5) years after final payment. Contractor will conduct such audits of itself and its Permitted Subcontractors to verify continuing full compliance with this Agreement. During the Term and for a period of five (5) years after final payment, Company or its designee will have the right to access Contractor's and its Permitted Subcontractors' facilities and systems during normal business hours for the purposes of inspection of the Services and to review, audit and verify Contractor's fees and charges, performance and compliance with this Agreement. Contractor and its Permitted Subcontractors will cooperate with Company's representatives in furnishing such access, Records and assistance as may be reasonably requested. Any such audit will be at Company's expense. However, if an audit reveals the overcharging of Company by Contractor of any amount, Company may offset such amount against payments not yet made to Contractor by Company under this Agreement and/or Company shall be entitled to an immediate refund of such amount from Contractor. In addition, if an audit reveals (a) the overcharging of Company by Contractor of three percent (3.0%) or more, or (b) any other material breach of this Agreement, Contractor will promptly reimburse Company for all costs and expenses of the audit and correct any other material breach revealed by any such audit. Company may then perform additional audits at Contractor's expense until an audit shows no overcharges or material breach.

(n) Take all reasonable steps to avoid damaging or interfering with Company's work and property. Contractor and Contractor Personnel will not interfere with, disconnect, destroy, damage or otherwise disturb Company's work or property (including data and systems) without first obtaining Company's written consent. Contractor will reimburse Company for the cost of replacement or repair of Company's work or property (including data and systems) damaged as a result of the acts or omissions of Contractor and Contractor Personnel.

(o) Obtain Company's written approval, which may be given or withheld in Company's sole discretion, prior to entering into agreements with or otherwise engaging any Person, including all subcontractors and Affiliates of Contractor, other than Contractor Personnel to provide any Services and Deliverables to Company (each such approved subcontractor or other third party, a “Permitted Subcontractor”). Company's approval shall not relieve Contractor of its obligations under this Agreement, and Contractor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Contractor's own employees. Nothing contained in this Agreement shall create any contractual relationship between Company and any Contractor subcontractor or supplier.

(p) Contractor shall immediately, but no later than the close of business on the same day as the date of the events described herein, notify Company in writing in accordance with Section 17.3 and email communication to Company IT Security as provided for in the Notification of Security Incident provision of Exhibit C and by telephone call to Company Supervisor and/or Company Program Manager identified in this Agreement in the event: (i) any Contractor Personnel no longer requires access (electronic, physical or otherwise) to Company's or its Affiliates' property or assets, or Company IT/OT Technology, (ii) a

Contractor Personnel is terminated or suspended or employment or engagement is otherwise ended, (iii) Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at or to any Company property, including to employees, customers, buildings, assets, computer systems, trade systems, Confidential Information and/or employee or customer information, (iv) there are any changes to any Contractor Personnel's background history, including, without limitation, any information not previously know or in his or her background report or record, (v) the Contractor Personnel fails to maintain conduct in accordance with the terms and conditions of this Contract, (vi) the Contractor Personnel loses his or her U.S. work authorization, or (vii) the Services are either completed or terminated, so that Company can discontinue electronic and/or physical access for such Contractor Personnel. Within twenty-four (24) hours of the events described herein, Contractor shall remove, terminate and end any such Contractor Personnel's access (as applicable) to any Company Confidential Information, Information, Company's or any of its Affiliates' property, assets, IT/OT Technology. In addition, Contractor shall within forty-eight (48) hours of the termination or change return to Company any Company-issued property including, but not limited to, Company photo ID badge, keys, parking pass, documents, software, applications, equipment, or devices, including but not limited to any mobile devices, tablets, laptop, computers, in the possession of such Contractor Personnel, and Contractor will notify Company of Contractor's compliance with the requirements set forth herein. Contractor shall immediately notify Company if any Contractor Personnel's authentication credentials to any system used to store or process Information are compromised, or any Contractor Personnel has used or disseminated any such Information without authorization, or if there has been a loss or other compromise to any such Information of Contractor Personnel while being stored or transported in any Contractor Personnel's care or control on a device or media outside of Company or Contractor premises.

(q) Require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Company's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Company.

(r) Upon written request of Company, Contractor shall furnish to Company as part of the Services within the timeframe agreed upon between Company and Contractor, such modifications to the Services as are necessary to reflect any requirements, changes or additions in Applicable Laws, it being understood that reference to such specific requirements, changes or additions in Applicable Laws shall be such that (i) the Services remain in compliance with such Applicable Laws, and (ii) the Services shall enable Company and its Affiliates to meet and be in compliance with all Applicable Laws. Contractor shall reimburse Company for any penalty, fines or other expenses incurred by Company or any Affiliate in connection with any failure or delay by Contractor to comply with this Section 3.1(r).

(s) Perform the Services (or, to the extent permitted hereunder, cause the Services to be performed) in accordance with Exhibit C, and shall otherwise comply with the terms and conditions of Exhibit C.

(t) Perform the Services (or, to the extent permitted hereunder, cause the Services to be performed) in accordance with Exhibit D, and shall otherwise comply with the terms and conditions of Exhibit D.

Section 3.2 Contractor is responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. Contractor expressly agrees and acknowledges that it is solely responsible for compliance with any and all Applicable Laws pertaining to immigration, workers compensation, tax withholding, unemployment compensation, disability benefits, pension benefits, medical benefits, occupational safety and health, wage payment, wages and hours, with no exception for payment of sub-minimum wage and sub-prevailing wage labor or any other federal or state law which imposes affirmative obligations on an employer. Contractor agrees to pay the employer's share of applicable state taxes, federal taxes, workers' compensation, F.I.C.A. and federal unemployment insurance and will furnish proof of said payments upon Company's request.

Section 3.3 Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, Milestones and other requirements in this Agreement is strictly required.

Section 3.4 The obligations of Contractor under this Agreement shall be performed fully within the United States, unless approved in writing in advance by Company.

Section 3.5 In connection with Contractor's provision of the Services, Contractor shall create and deliver to Company all Deliverables specified in this Agreement in accordance with the schedule set forth in this Contract. Contractor shall deliver to Company all Deliverables, work product and other materials necessary for Company to review and analyze Contractor's progress. Such Deliverables shall be tested to determine whether they comply with the Specifications set forth in this Agreement or as otherwise agreed by the Parties. If Company, in its reasonable discretion, determines that the Services or any Deliverable are not sufficiently complete or otherwise do not conform to this Agreement, Contractor shall promptly cure any deficiencies identified by Company at Contractor's expense and shall resubmit for testing pursuant to this Section. No Services or Deliverables shall be considered accepted until Company so notifies Contractor, in writing ("Acceptance").

Section 3.6 All audiovisual works and documentation shall be delivered in formats as requested by Company.

Section 3.7 Contractor specifically acknowledges, agrees, represents and warrants that Contractor has complied, and shall at all times during the Term, comply in all respects with all Applicable Laws relating to the employment authorization of employees including the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, whereby Contractor certifies to Company that: (a) Contractor has properly maintained, and shall at all times during the term of this Agreement properly maintain all records required by Immigration and Customs Enforcement, such as the completion and maintenance of the Form I-9 for each of Contractor's employees; (b) that Contractor maintains and follows an established policy to verify the employment authorization of its employees; (c) that Contractor has verified the identity and employment eligibility of all employees in compliance with all Applicable Laws; and (d) that Contractor is without knowledge of any fact that would render any employee or Permitted Subcontractor of Contractor ineligible to legally work in the United States. Contractor further acknowledges, agrees, represents and warrants that all of its Permitted Subcontractors will be required to agree to these same terms as a condition to being awarded any subcontract for such Services.

Section 3.8 As to any Services provided by Contractor on any Company premises, then the Contractor agrees to the following:

(a) Contractor shall protect its own and its Permitted Subcontractors' employees and be responsible for their Services and to exercise reasonable care to protect Company's facilities, property, employees and third parties from damage or injury.

(b) Contractor shall at all times comply with all Applicable Laws then in effect, including those relating to health and safety, in connection with the Services and for obtaining all permits, licenses and approvals necessary to perform the Services. Without limiting the foregoing, Contractor agrees to strictly abide by and observe (i) all regulations of the U.S. Department of Labor, Occupational Safety and Health Administration ("OSHA") which are applicable to the Services and (ii) all Applicable Law related to licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

(c) Contractor shall maintain the Company premises in a safe and orderly condition at all times. Company shall have the right, but not the obligation, to review Contractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the Company premises clean, Company shall have the right to perform such cleanup on behalf of and at the risk and expense of Contractor.

(d) If Contractor subcontracts any of the Services, Contractor shall nonetheless ensure that (i) all of the Services (whether or not subcontracted) are performed in accordance with this Agreement and (ii)

all Permitted Subcontractors comply with all of the terms, conditions, and provisions of this Agreement (to the extent applicable to the Services so subcontracted).

(e) No Contractor or Permitted Subcontractor personnel will perform any Services while under the influence of drugs or alcohol. No alcohol may be consumed within 4 hours of the start of performance of Services or anytime during the workday. Personnel will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. In addition to the requirements of the drug testing program, as set forth in Company's Contractor/Subcontractor Safety Policy and other policies, rules and regulations of Company, all personnel who will perform any Services will be subject to drug and alcohol testing under any of the following circumstances: (i) where the personnel's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any personnel; or (ii) where Company determines in its sole discretion that there is reasonable cause to believe such personnel is using drugs or alcohol or may otherwise be unfit for duty. Such personnel will not be permitted to perform any Services until the test results are confirmed. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor's sole expense. Contractor shall develop and strictly comply with all drug testing requirements as required by Applicable Laws. Contractor shall comply with any additional drug and alcohol testing requirements set forth in a Contract.

Section 3.9 Contractor acknowledges that the Company facilities or jobsite may involve areas with access restrictions, and Contractor agrees to the following:

(a) Contractor personnel shall comply with all signage at Company facilities.

(b) Contractor shall *immediately* advise Company's management if any of Contractor's personnel who have key card access to a restricted area or electronic access to a protected system no longer require such access.

(c) If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall cause such personnel to complete, and retake as requested, all necessary training as requested by Company.

(d) If any of Contractor's personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that Company receives necessary waivers and information from Contractor's personnel to complete, and repeat as necessary, such background checks as requested by Company.

(e) Access to certain areas of Company's facilities and electronic systems are subject to extensive restrictions under Applicable Law. To the extent the Services involve such areas or systems, the Services are subject to such extensive restrictions.

(f) The Company has an Office of Compliance. Should Contractor have actual knowledge of violations of any of the policies stated herein, or have a reasonable basis to believe that such violations will occur in the future, Contractor has an affirmative obligation to immediately report such known, perceived or anticipated violations to the Company's Corporate Compliance Department to the contact information identified within the Company's Supplier Code of Conduct.

Section 3.10 Intentionally Omitted.

Section 3.11 If Company's electronic data is lost, corrupted, or destroyed while in the possession or control of Contractor due to Contractor's acts or omissions, Contractor will use commercially reasonable efforts to reconstruct such data at Contractor's expense provided any files, data, programs, or other information that may be necessary to accomplish such reconstruction but which are not in Contractor's possession or control are promptly furnished to Contractor by Company upon request.

Section 3.12 To the extent applicable to the Services, Contractor shall ensure that the production, manufacturing, packaging, procurement, sales, distribution and installation of all equipment and materials under this Agreement are in full compliance with Applicable Laws in the location where the equipment and materials are made, as well as in jurisdictions through which the equipment and materials pass and are eventually delivered for incorporation in the Services. Specifically, Contractor shall comply with all labor and human rights laws, ensure that all equipment and materials provided under this Agreement are not mined, produced, or manufactured in whole or in part in the Xinjiang Uyghur Autonomous Region of the People’s Republic of China, by entities on the UFLPA Entity List maintained by the U.S. Department of Homeland Security (the “UFLPA Entity List”), or with forced labor in violation of the Uyghur Forced Labor Prevention Act (“UFLPA”) or other Applicable Laws, and expressly prohibit (i) the use of child labor (as defined under Applicable Law), (ii) the use of forced or compulsory labor, (iii) the physical or sexual abuse of its workers, and (iv) the disregard for or the failure to comply with Applicable Laws governing wages, benefits, working hours, working conditions and payment for overtime. Contractor shall ensure that the substance of this Section 3.12 is incorporated into any contract with Subcontractors performing any portion of the Services. Contractor shall maintain and provide to the Company, upon request, documentation sufficient to establish compliance with this Section 3.12.

Section 3.13 Contractor shall not utilize or rely upon any AI Technology (as defined below), directly or indirectly, in the performance of the Services, creation and delivery of any Deliverables or providing any Contractor software, software as a service or any other technology to Company and its Affiliates without the prior written approval of Company (including its Information Technology Department and Chief Information and Digital Officer, and Office of General Counsel) and, if so approved by Company, the Parties’ execution of an amendment to this Agreement that sets forth the terms and conditions required by Company for use of AI Technology by Contractor in the performance of the Services, creation and delivery of any Deliverables or providing any Contractor software, software as a service, or any other technology to Company and its Affiliates, including, at a minimum, strict compliance with this AI provision. Contractor represents and warrants that unless expressly approved by Company in an amendment to this Agreement executed by the Parties:

(a) All the Services and Deliverables shall be the result of the Contractor's independent, original efforts without any unapproved AI Technology assistance or use, and shall not incorporate or be based upon any output or contribution generated, in whole or in part, by AI Technology;

(b) Contractor and its Affiliates and each of their respective Contractor Personnel shall not use, place, or include any Personally Identifiable Information or Confidential Information or other proprietary information of Company or its Affiliates or their respective customers, employees, contractors, subcontractors, or employees in any third-party data storage intended for use in the creation of machine learning models (“Machine Learning Technologies”), including those used in Generative AI, or any AI Technology, including any Generative AI software, platform, or system; and

(c) Contractor and its Affiliates and each of their respective Contractor Personnel shall not have the right to use or sublicense or otherwise grant to any third party the right or sublicense to use Company Materials, Information, Company Confidential Information, or any Personally Identifiable Information or any Deliverables in any manner in connection with Generative AI, Machine Learning Technologies, or open or public platforms, databases or other AI Technologies.

ARTICLE IV COMPANY'S OBLIGATIONS

Section 4.1 Company shall, subject to the terms of this Agreement including Section 3.1(e) and (h) and Article 9:

- (a) reasonably cooperate with Contractor in all matters relating to the Services;
- (b) provide such access to Company's premises and such office accommodation and other facilities as may reasonably be requested by Contractor and agreed upon by Company in writing in advance, for the purposes of performing the Services;

(c) provide access to Company's systems and data bases as reasonably required by Contractor to perform the Services;

(d) respond promptly to any reasonable Contractor request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Contractor to perform Services in accordance with the requirements of this Agreement; and

(e) provide in a timely manner such Company information, complete and accurate in all material respects, as Contractor may reasonably request and Company considers reasonably necessary for Contractor to carry out the Services.

Section 4.2 If Contractor's performance of its obligations under this Agreement is prevented or delayed by any wrongful act or omission of Company or its agents, subcontractors, consultants or employees outside of Contractor's reasonable control, Contractor shall not be deemed in breach of its obligations thereunder or otherwise liable for any costs, charges or losses sustained or incurred by Company, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V CHANGE ORDERS

Section 5.1 If either the Company or Commission Staff Designee wishes to change the scope or performance of the Services, following consultation between them, the Company shall submit details of the requested change to Contractor in writing. Contractor shall, within a reasonable time after such request (but not more than five (5) business days after receipt of Company's written request), provide a written estimate to Company of:

- (a) The likely time required to implement the change;
- (b) Any necessary variations to the fees and other charges for the Services arising from the change;
- (c) The likely effect of the change on the Services; and
- (d) Any other impact the change might have on the performance of the Services.

Section 5.2 Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance herewith.

ARTICLE VI TERM

This Agreement shall enter into full force and effect as of the Effective Date and remain in full force and effect until the date on which Contractor has completed the performance of all of the Services and there are no outstanding obligations under the Agreement (the "Term"), unless sooner terminated pursuant to Article XIII.

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

Section 7.1 In consideration of Services rendered by the Contractor pursuant to and in compliance with this Agreement, Company shall pay the fees set forth in Exhibit A ("Fee" or "Fees"). Payment to Contractor of such Fees and the reimbursement of expenses pursuant to this Article VII shall constitute payment in full for the performance of the Services, and Company shall not be responsible for paying any other Fees, costs, or expenses. Contractor may not charge Company more than the "TOTAL PRICE" shown in this Agreement without the prior written approval of Company.

Section 7.2 If this Agreement provides that Contractor be reimbursed for travel expenses pre-approved by Company in writing that are incurred while discharging duties connected with the Services, the reimbursement for approved travel, lodging, meals and incidental expenses shall be limited to reasonable and necessary expenses actually incurred with adequate supporting documentation. These expenses shall not exceed the maximum per diem rates, as prescribed by the U.S. General Services Administration at <http://www.gsa.gov/portal/content/104877>, "Per Diem Rates," applicable to the work locality. Reimbursement for personal car mileage incurred by Contractor Personnel in performance of the Services also shall not exceed the standard mileage rate permitted by IRS guidelines. Contractor must submit appropriate documentation supporting charges for lodging, meals and incidental expenses in order to receive consideration for reimbursement by Company. Unless otherwise specified in the Contract, Contractor shall submit all invoices for executed Services at the start of each month for any such Services carried out during the preceding month. If Contractor fails to invoice Company for any amount within three (3) months of the later of (i) the month in which the Service in question is rendered or the expense incurred, or (ii) the date Contractor has the right to issue an invoice to Company for payment, Contractor shall be deemed to have waived any right it may otherwise have to invoice for and collect payment of such amount.

Section 7.3 Contractor will submit invoices with sufficient detail and documentation, including description of work performed or tasks completed, to allow verification of all charges. Company will pay the undisputed invoice amount within ninety (90) days following the later of satisfactory completion of the Services or receipt of a correct invoice. All invoiced amounts and payments hereunder shall be in United States dollars.

Section 7.4 Company shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Company hereunder; *provided that*, in no event shall Company pay or be responsible for any taxes imposed on, or with respect to, Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

Section 7.5 Without prejudice to any other right or remedy it may have, Company reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by Company to Contractor under this Agreement.

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.1 Except as set forth in Section 8.3 and subject to Section 8.6, Company is, and shall be, the sole and exclusive owner of all right, title and interest in and to the Deliverables, including all Intellectual Property Rights therein. Contractor agrees, and will cause its Contractor Personnel to agree, that all Deliverables are hereby deemed a "work made for hire" for Company under the U.S. Copyright laws. In any event, Contractor hereby irrevocably assigns to Company, and shall cause the Contractor Personnel to irrevocably assign to Company, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein, to the extent not already owned by Company as a "work made for hire" or otherwise. Contractor shall cause the Contractor Personnel to irrevocably waive, to the extent permitted by Applicable Laws, any and all claims such Contractor Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the Deliverables. Contractor agrees to, and to cause its personnel to, execute and deliver such additional documents and take such additional reasonable actions as Company deems necessary or convenient to perfect or evidence Company's ownership of the Deliverables or to enable Company to record or enforce its rights in the Deliverables.

Section 8.2 Upon the request of Company, Contractor shall, and shall cause the Contractor Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Company to prosecute, register, perfect or record its rights, including Intellectual Property Rights, in or to any Deliverables.

Section 8.3 Contractor and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Contractor hereby grants Company an irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 17.6), worldwide license to use, perform, display, execute, reproduce, distribute, transmit,

modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables by Company and Company Affiliates. Company may engage third party service providers to utilize the Pre-Existing Materials on Company's behalf provided such third parties are subject to written confidentiality obligations and may only use the Pre-Existing Materials in connection with the Deliverables to provide services to or on behalf of the Company. All other rights in and to the Pre-Existing Materials are expressly reserved by Contractor.

Section 8.4 Company and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Company Materials and Company IT/OT Technology, including all Intellectual Property Rights therein. Contractor shall have no right or license to use or access any Company Materials or Company IT/OT Technology except solely during the Term to the extent necessary to provide the Services to Company. All other rights in and to the Company Materials and any Company IT/OT Technology are expressly reserved by Company.

Section 8.5 Contractor shall not incorporate any third-party materials (including, without limitation, open source software, freeware, shareware, so called "public domain" materials, etc.) into any Deliverables or other work product hereunder without Company's prior written consent. In any event, Contractor shall not incorporate into any Deliverable (or otherwise combine, compile or otherwise integrate the Application with) any "open source" software that is subject to a license (e.g., the GPL or Affero GPL) that could: (a) require divulgement to any third party of any source code that is part of the Deliverables or Company Materials or other products; (b) grant a license to any Company intellectual property for purpose of derivative works; or (c) grant a license to any third party to redistribute any Company intellectual property at no charge.

Section 8.6 Company hereby expressly authorizes Contractor to deliver to the Commission and/or Commission Staff Designee the Report and any other Deliverables expressly requested by the Commission Staff Designee, subject to, and in accordance with, the terms set forth in Exhibit A. The Commission shall have the right to use the Report and other Deliverables for all purposes that the Commission deems necessary and appropriate in carrying out its duties related to the Services.

ARTICLE IX CONFIDENTIALITY

Section 9.1 As used in this Agreement, "Confidential Information" means this Agreement, Sensitive Information, and any other non-public Information, other information or material (including all non-public, confidential or proprietary information of Company or Company Affiliates, including Specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates), whether tangible, oral or intangible and in whatever form provided, whether or not marked, designated or otherwise identified as "confidential," that is provided by Company or Company Affiliates to Contractor in connection with this Agreement before or after the Effective Date and that should reasonably have been understood to be confidential or proprietary because of legends or other markings, the circumstances of disclosure or the nature of the information itself, and includes information or materials that contain, reflect or are derived from the Confidential Information. Confidential Information also includes any information owned by a third party that was (i) disclosed by such third party to Company subject to a confidentiality agreement, and (ii) disclosed by Company to Contractor solely for use by Contractor in connection with this Agreement. Contractor agrees it will: (a) use the Confidential Information solely in connection with and pursuant to this Agreement; (b) use reasonable precautions and exercise due care to maintain the confidentiality of the Confidential Information; and (c) not disclose the Confidential Information except with Company's prior written consent or as otherwise permitted in this Agreement. Contractor may disclose Company's Confidential Information to Contractor Personnel only to the extent they need the Confidential Information in connection with Contractor's performance of its obligations hereunder and are bound by confidentiality obligations no less protective of Company than those in this Agreement. Contractor will be liable for any use or disclosure of Company's Confidential Information by Contractor in violation of this Agreement. The restrictions on use and disclosure of Confidential Information in this Section 9.1 will not apply to any information or materials to the extent: (u) already known to Contractor before receipt from Company; (v) it is or becomes publicly available other than through the acts of Contractor; (w) it is received by Contractor from a third party who, to Contractor's knowledge, is not prohibited from disclosing the information to the Contractor by

a contractual, fiduciary or other duty; (x) developed or derived by Contractor without the aid, application or use of the Confidential Information; (y) authorized for disclosure in writing by Company, to the extent of such authorization; or (z) Contractor is advised by legal counsel that it is required to disclose by law or legal process, provided, however, that prior to any such disclosure, the Contractor will give Company as much advance notice of the requirement as is practical, will cooperate with the Company at the Company's expense to protect against disclosure, and if disclosure is still required, then disclose only such part of the Confidential Information that its legal counsel advises it must disclose and only to the extent of its compliance with such law or legal process.

Section 9.2 If in connection with this Agreement, a Contractor Party has access to any Sensitive Information, Contractor shall (i) ensure that such access shall not result in a release, unauthorized access, or other breach of confidentiality, of such Sensitive Information, (ii) used in compliance with the Information Protection and Technology Security Terms and Conditions set forth in Exhibit C, and (iii) not use (or allow any other Contractor Party to use) such Sensitive Information for any purpose other than in furtherance of this Agreement. The foregoing shall apply regardless of (i) the format of the Sensitive Information (e.g., written, digital, oral, etc.) and (ii) the impermissible access risk (e.g., during transmission to or from a Contractor Party, while Sensitive Information is in the possession of a Contractor Party (in computer or any other form), etc.). In addition, (i) Contractor shall cause all Sensitive Information in digital form in the possession of any Contractor Party (and all transmissions of such Sensitive Information (including internally on Contractor's own network)) to be encrypted (and, as applicable, transmitted) using products and technologies approved by the Company's IT Security Department (and Contractor shall not maintain in its possession or transmit any Sensitive Information in digital form unless and until it has received such approval) and Contractor shall not allow any Sensitive Information to be stored on mobile devices (e.g., laptop computers, phones, etc.), or data-storage devices (e.g., USB flash drives/external hard-drives, CD/DVD/diskette media, etc.) without the written permission of the Company's IT Security Department. Upon termination of this Agreement, Contractor shall properly and securely destroy all copies of Sensitive Information in its possession. Additionally, before disposing of, through sale, recycling, or otherwise, equipment or media used at any time to store Company Sensitive Information, Contractor shall properly and securely destroy such data. Measures for securely destroying data include: physical destruction (shredding/pulverizing) of CD/DVD/diskette media, degaussing of magnetic media (e.g., computer hard-drives), running secure erase over-writing software on media containing such sensitive data (e.g., flash /USB drives or computer hard-drives), or incineration of media as detailed in the *National Institute of Standards and Technology (NIST) Guidelines for Media Sanitization* (NIST Special Publication 800-88).

Section 9.3 In addition to the obligations under Section 9.1, and except as provided in the disclosure requirements of 10 CFR Part 21, Contractor may not make any public statement or other announcement (including issuing a press release or pre-briefing any member of the press or other third party) relating to the Services or the terms or existence of this Agreement without the prior written approval of Company, at its sole discretion. Neither Party shall record any conversations or meetings, whether conducted in person, telephonically or virtually using any form of media, between or involving the Parties and their employees, contractors or subcontractors in connection with this Agreement or performance under the Agreement or any potential transaction between the Parties without the prior written consent of the Parties, including their respective employees, contractors and subcontractors.

Section 9.4 The obligations set forth in this Article IX shall remain in effect for three (3) years after the expiration or termination of this Agreement. Notwithstanding the foregoing, with respect to any Personally Identifiable Information, the restrictions set forth in this Article IX shall remain in effect indefinitely from the date such Personally Identifiable Information was first disclosed to or obtained or discovered by Contractor.

Section 9.5 Contractor shall comply with Information Protection and Technology Security Terms and Conditions set forth in Exhibit C and shall notify Company of any potential security breach that involves the potential disclosure or access to Company's Confidential Information as soon as practicable but in no event more than sixty (60) minutes following discovery. Contractor shall be responsible for the costs associated with responding to and mitigating any such breach including costs associated with investigation and identification of the nature and scope of such breach; notification of individuals whose privacy is potentially impacted; paying all costs incurred by such individuals in connection with such breach, and providing credit-monitoring or similar services to those individuals whose privacy is potentially impacted through the unauthorized disclosure of such information.

Section 9.6 Upon expiration or termination of this Agreement or any part thereof for any reason Contractor shall (i) return to Company all documents and tangible materials (and any copies) pertaining in any manner to the expired or terminated Services containing, reflecting, incorporating or based on the Company Confidential Information, (ii) permanently erase all Confidential Information (or such Confidential Information applicable to terminated part of the Agreement if only part of the Agreement is terminated) from its computer systems and (iii) certify in writing to Company that it has complied with the requirements of this clause.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.1 Each Party represents and warrants to the other Party that:

- (a) It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
- (b) It has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
- (c) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party;
- (d) When executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and
- (e) In the event of any change in the warranties above, Contractor shall provide immediate prior written notice to Company and Company shall have the right to immediately terminate this Agreement as a Contractor event of default.

Section 10.2 Contractor represents and warrants to Company that:

- (a) Contractor has the experience, resources and capabilities to perform the Services, having performed comparable work on projects of similar scope, size, duration and complexity as the Services;
- (b) It shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;
- (c) All Services and Deliverables will be in conformity in all material respects with all requirements and Specifications stated in this Agreement;
- (d) It is in compliance with, and shall perform the Services in compliance with, all Applicable Laws;
- (e) It is in compliance with any and all laws and regulations pertaining to immigration, labor and human rights, workers compensation, tax withholding, unemployment compensation, disability benefits, pension benefits, medical benefits, occupational safety and health, wage payment, wages and hours, or any other federal or state law which imposes affirmative obligations on an employer. Contractor agrees to pay the employer's share of applicable state taxes, federal taxes, workers' compensation, F.I.C.A. and federal unemployment insurance and will furnish proof of said payments upon Company's request;

(f) (i) None of the Services, Deliverables and Company's use thereof infringe or will infringe any Intellectual Property Right of any third party enforceable in the United States, and, (ii) as of the Effective Date, there are no pending or, to Contractor's knowledge, threatened claims, litigation or other proceedings pending against Contractor by any third party based on an alleged violation of such Intellectual Property Rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any instruction, information, designs, Specifications or other materials provided by Company to Contractor, (y) use of the Deliverables in combination with any materials or equipment not supplied or specified by Contractor or otherwise used in the ordinary course of operations with the Deliverables, if the infringement would have been avoided by the use of the Deliverables not so combined, and (z) any modifications or changes made to the Deliverables by or on behalf of any Person other than Contractor;

(g) It is not operating under the foreign ownership, control or influence of any Person owned, controlled or influenced by, or otherwise connected to, the government of a foreign adversary of the United States, as such term is defined by the U.S. government, including, but not limited to, the Department of Energy, Department of State, or Department of Commerce, and shall include, but not be limited to, the government(s) for the countries of Belarus, China, Cuba, Hong Kong, Iran, North Korea, Russia, Ukraine, and Venezuela and such other countries identified by the U.S. government, as modified from time to time;

(h) (i) It does not appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the Sectoral Sanctions Identification List, or any other restricted party list maintained by the U.S. government or any other applicable jurisdiction ("Restricted Party List"); (ii) it is not directly or indirectly owned individually or in the aggregate 50% or more by, controlled by, or acting for or on behalf of, any Person included on the Restricted Party List; (iii) it is not organized in, a citizen of, resident or located in, or considered to be the government of a jurisdiction subject to comprehensive U.S. sanctions, or sanctions maintained by any other applicable jurisdiction, including Cuba, Iran, North Korea, Syria, and the Crimea and so-called Donetsk People's Republic and Luhansk People's Republic regions of Ukraine ("Sanctioned Jurisdiction"); and (iv) it is not directly or indirectly owned by, controlled by, or acting for or on behalf of, a Person organized in, a citizen of, resident or located in, or considered to be the government of a Sanctioned Jurisdiction;

(i) It does not appear on the UFLPA Entity List;

(j) It and its respective officers, directors, employees, and other representatives acting on its behalf have been in compliance with all Applicable Laws relating to preventing corruption, money laundering, or bribery, including the Foreign Corrupt Practices Act of 1977, as amended; and

(k) In the event of any change in the warranties in paragraphs (g) through (j) above, Contractor shall provide immediate prior written notice to Company and Company shall have the right to immediately terminate this Agreement as a Contractor event of default.

Section 10.3 Except as provided in Section 10.2(k), in the event the representations and warranties set forth in Section 10.2 cease to be true and correct, or the Services do not conform to these warranties, Contractor shall notify Company promptly and, at no cost or expense to Company, will re-perform the Services to correct any nonconformity in a manner and time acceptable to Company. In the event Company does not require Contractor, or Contractor is unable in the manner and time set forth by Company, to correct any nonconformity, Contractor will not invoice Company for any non-conforming Services and will reimburse Company within thirty (30) days of Company's request if an invoice has been previously paid for the nonconforming Services. Subject to Article XII, in addition to its obligation to re-perform, Contractor shall be liable for, and shall promptly pay to Company any and all Damages incurred by Company or any Company Indemnitee arising out or relating to any breach of these warranties.

Section 10.4 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE UNDER THIS AGREEMENT, AND (B) CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI
INDEMNIFICATION

Section 11.1 Intentionally Omitted.

Section 11.2 Contractor shall indemnify, defend, and hold harmless Company Indemnitees from and against all Claims, Damages, and Losses related to, arising out of, based upon, occasioned by, or alleged to have arisen out of or based upon or occasioned by, or in connection with Claims brought against any or all Company Indemnitees:

(a) Arising from or in any manner relating to any Contractor Parties' performance of the Services, presence or activity at Company's property, access to Company's network or systems, or failure to comply with the terms of this Agreement, whether (i) arising from or in any manner relating to the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, or concurrent negligence, or other legal fault of one or more Company Indemnitees, or the active, passive, or concurrent negligence, or other legal fault of both one or more Contractor Parties and one or more of Company Indemnitees, or (ii) based on tort, contract, or any other legal theory. The Parties to this Agreement understand that Contractor Parties are independent contractors of Company Indemnitees under Applicable Laws and that the above stated obligations on the part of Contractor Parties apply fully even in the event it should be determined that Contractor Parties are not independent contractors of Company Parties;

(b) By or on behalf of Contractor Parties, whether or not such Contractor Parties have been declared to have "common law" or "employee" status with respect to the Services performed under this Agreement. Such Claims include those arising from or in any manner relating to injuries to or death of Contractor Personnel, whether (i) arising from or in any manner relating to the active, passive, concurrent, or sole negligence, including gross negligence, or other legal fault of one or more Contractor Parties, the active, passive, or concurrent negligence, or other legal fault of one or more Company Indemnitees, or the active, passive, or concurrent negligence, or other legal fault of both one or more Contractor Parties and one or more of Company Indemnitees, or (ii) based on tort, contract, or any other legal theory. Contractor expressly acknowledges and agrees that the indemnity provided for in this Section 11.2(b) shall not be limited by the provisions of any Workers' Compensation Act or other similar statute or provisions. On behalf of Contractor Parties, as between Company Indemnitees and Contractor Parties, Contractor expressly waives any and all immunity Contractor Parties may have for injuries to or death of Contractor Party Employees under this Agreement and the Rhode Island Workers' Compensation Act, and specifically an express undertaking under the Rhode Island Worker's Compensation Act, RI ST § 28-35-58 or similar statutes or provisions in Rhode Island. The Parties to this Agreement understand and intend that Contractor Parties are independent contractors of Company Parties under Applicable Laws and that the above stated obligations on the part of Contractor Parties apply fully even in the event it should be determined that Contractor Parties are not independent contractors of Company Parties. The Parties agree that nothing in the immediately preceding sentence shall affect Contractor's obligation to indemnify, defend and hold harmless as set forth above in this Section 11.2(b), or the express waiver of immunity to the extent of such obligations herein as set forth in this Section 11.2(b);

(c) By or on behalf of any governmental body, agency, other regulatory authority or other third party (including Contractor Personnel) to the extent arising from failure to pay premiums, contributions, or taxes payable under any workers' compensation, unemployment compensation, disability benefit, pension benefit, medical benefit, or tax withholding laws as well as liability under immigration laws, state or federal anti-discrimination statutes, state or federal wage payment or wage and hour laws, the Occupational Safety and Health Act, the Employee Retirement Income Security Act, the Affordable Care Act, or any other state or federal statute which exposes an employer to liability arising out of the employment relationship for which any Company Indemnitees are alleged to be liable;

(d) By or on behalf of third parties arising out of or connected with any infringement or alleged infringement of any patent, copyright, trademark, service mark, trade or business secret, or other Intellectual Property Right of such third parties in connection with any Contractor Parties' performance, delivery of the Services hereunder, the Deliverables, the Pre-Existing Materials or Company's use thereof. In addition to the indemnity obligation set forth in this Section 11.2(d), Contractor at its expense shall (i) use its best efforts to procure for Company a license to use such goods or services or part thereof on terms no more restrictive than those contained in this Agreement; (ii) if the result described in (i) above is not possible, even after the use of Contractor's best efforts, then Contractor shall use its best efforts to modify the goods or services so as not to infringe any third party's intellectual property rights, provided that such modification results in the goods or services being equally suitable and functionally equivalent; and/or (iii) if the results described in (i) and (ii) above are not possible, even after the use of Contractor's best efforts, then Contractor shall provide Company with substitute or replacement goods and/or services and a right to use the same, provided that such goods and/or services shall (alone or in combination with the portion of the goods and/or services not subject to the third party's Claim) perform in an equally suitable and functionally equivalent manner. In the event Contractor is not able to accomplish either of (i), (ii), or (iii) above, then such failure shall constitute a material breach by Contractor hereunder entitling Company to exercise all rights and remedies in connection therewith (including the right to terminate this Agreement upon written notice to Contractor and to require Contractor to refund a pro rata portion of any amounts paid by Company for the relevant Services);

(e) With respect to non-payment of any amounts due, or alleged to be due, to any or all of the subcontractors pursuant to (x) any or all of the subcontracts or (y) any or all other agreements or authorizations between subcontractors that are payable in connection with the Services; and/or

(f) Arising from or in any manner relating to any act or omission of any Contractor Party that results in any Claims against Company by any Governmental Authority or any Person arising, directly or indirectly, from Contractor's failure to comply with the terms, conditions, and requirements of this Agreement, including, but not limited to, Exhibit C and/or Exhibit D, and including all of Company's Losses, costs and expenses to investigate, respond to, litigate, defend, or otherwise address any Claims by any Governmental Authority.

Section 11.3 Contractor's duty to defend arising under this Article XI shall be with counsel reasonably acceptable to Company, and Contractor shall cause such counsel to consult with Company on all major decisions relating to Claims. Contractor shall not, without the prior written consent of each applicable Company Indemnitee, settle or compromise, or permit a default judgment or a consent to entry of any judgment with respect to, any Claim for which Contractor has indemnification obligations under this Agreement, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of each applicable Company Indemnitee with respect to all liability related to such Claim. Company reserves the right to defend itself at its own expense and, in the event that Contractor fails to timely assume or diligently conduct the defense of any Claim under this Article XI or Company reasonably concludes that there may be legal defenses available to any Company Indemnitee which are different from or additional to, or inconsistent with, those available to Contractor, Company shall have the right to select up to one separate counsel to participate in such action or proceeding on its own behalf at Contractor's expense. Contractor's monetary obligations under this Article XI shall not be limited to the amount of insurance coverage carried or required to be carried by Contractor under this Agreement or limited in any way by any limitation on the amount or type of Damages, compensation or benefits payable by or for Contractor or any subcontractor or Company or any of its Affiliates under any insurance policy or workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts. Further, Contractor's duty to defend Company Indemnitees under Section 11.2(a) and (b) is not limited to the allegations within the four corners of any claim, complaint, demand or other pleading stating Claims against Company Indemnitees, but also shall be based upon any extrinsic evidence that shows that such claim, complaint, demand or other pleading potentially states Claims and Losses that fall within Section 11.2(a) and/or (b).

Section 11.4 **It is the intent of Section 11.2 to absolve and protect Company from any and all Losses or Damages arising in whole or in part out of any alleged active, passive, or concurrent negligence of Company, Company Affiliates or Company Indemnitees.** The defense and indemnity provided in this Article

XI shall survive the expiration or termination of this Agreement, including to the extent third party liability arises and/or any claim, complaint, demand or other pleading is made after performance of this Agreement.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS UNDER PAID OR TO BE PAID TO CONTRACTOR PURSUANT TO THIS AGREEMENT.

Section 12.3 The exclusions and limitations in Section 12.1 and Section 12.2 shall not apply to:

- (a) Damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under Article VIII (Intellectual Property Rights; Ownership);
- (b) Damages or other liabilities arising out of or relating to a Party's failure to comply with its obligations under Article IX (Confidentiality);
- (c) A Party's indemnification obligations under Article XI (Indemnification);
- (d) Damages or other liabilities arising out of or relating to a Party's fraud, gross negligence, willful misconduct or intentionally wrongful acts;
- (e) Death or bodily injury or damage to real or tangible personal property resulting from a Party's negligent acts or omissions;
- (f) Damages or liabilities to the extent covered by a Party's insurance; and
- (g) Contractor's obligation to pay attorneys' fees and court costs in accordance with Section 17.15.

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION

Section 13.1 Company, in its sole discretion, may terminate this Agreement, in whole or in part, at any time for its convenience, without cause and without any requirement of changed circumstances related to this Agreement at any time by providing at least thirty (30) days' prior written notice to Contractor.

Section 13.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) (i) Becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any

corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.3 Upon termination for any reason:

(a) As of the date stated in the applicable termination notice (and if no date is stated, then as of the effective date of the termination), Contractor shall (i) terminate the Services specified in the applicable termination notice (but shall continue with all other Services not so terminated in accordance with the terms of this Agreement), (ii) promptly deliver to Company all Deliverables in connection therewith (whether complete or incomplete) for which Company has paid and without further payment or reimbursement from Company for any costs of doing so, (iii) promptly return to Company all Company Materials; (iv) promptly remove any Contractor Equipment located at Company's premises in connection with such terminated Services, and (v) on a pro rata basis, repay all Fees and expenses paid in advance for any terminated Services or Deliverables in connection therewith which have not been performed and/or provided.

(b) In no event shall Company be liable for any Contractor Personnel termination costs arising from the expiration or termination of this Agreement.

(c) In connection with expiration or termination of this Agreement, upon Company's request, Contractor shall provide transition services for a reasonable period of up to six (6) months. The transition services shall include Contractor providing Company and its service providers reasonable information and cooperation to allow Company to accomplish a transition of any terminated services from Contractor to Company or its designee(s) without causing unnecessary interruption of, or causing any unnecessary adverse impact on, Company's operations. During the Transition Period, Company shall continue to pay the rates contracted under this Agreement.

Section 13.4 Upon termination for convenience, Company will pay Contractor for Services rendered by Contractor pursuant to and in compliance with this Agreement but only up until the date stated in the applicable termination notice (and if no date is stated, then as of the effective date of the termination).

Section 13.5 Intentionally Omitted.

Section 13.6 The rights and obligations of the Parties set forth in this Sections 13.6 and Article III, Article VIII, Article IX, Article X, Article XI, Article XII, Article XIV and Article XVII, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV

INSURANCE

Section 14.1 Contractor shall, and shall cause all subcontractors (if any) to, at Contractor's sole cost, purchase and maintain the minimum insurance coverages specified in this Article XIV and in Exhibit B ("Required Coverages"), and shall maintain such coverages in full force and effect through the expiration of this Agreement. All insurance shall be placed with insurance companies fully licensed to do business in the State where the Services are to be performed, and include all of the requirements set forth in this Article XIV. The insurance companies must have an A.M. Best Insurance Rating of at least 'A-' or better and financial strength category of VIII or higher.

Section 14.2 Each insurance policy required hereunder (whether by Exhibit B or otherwise by this Agreement), except Workers' Compensation/Employer's Liability and Professional Liability, shall identify Company and its officers, directors and employees as additional insureds and shall include a waiver of subrogation in favor of the additional insureds. The insurance coverages afforded under the policies required hereunder shall (i) be primary and non-contributing with respect to any insurance carried independently by the additional insureds and (ii) indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests shall exist for all coverage provided thereunder.

Section 14.3 Concurrently with the execution of this Agreement, Contractor shall provide Company with the following insurance documents evidencing the insurance required pursuant to this Article XIV, which evidence can be sent via email to the following address: pplcertificates@pplweb.com.

- (a) A certificate of insurance evidencing the required coverage to Company; and
- (b) An endorsement(s) adding Company as an additional insured on the primary and excess general liability policies, as required in Exhibit B.

Section 14.4 Contractor shall not commence Service hereunder until it has procured, and furnished Company with the documents required to be delivered under Section 14.3 and all insurance required under this Agreement is in full force and effect in accordance herewith.

Section 14.5 Notwithstanding anything to the contrary contained in this Agreement, Company shall neither have any obligation to insure against, nor be responsible for, any loss or damage to tools, materials or other property of any kind owned, rented or leased by Contractor or any subcontractors, or any of their respective employees, consultants or agents.

Section 14.6 The required coverages, provisions, and limitations of this Article XIV shall not limit Contractor's liability, and Company, at its discretion and upon notice to Contractor, may increase the minimum limits of coverage for those insurance policies that Contractor is required to maintain under this Agreement.

ARTICLE XV NON-EXCLUSIVITY

The Contractor retains the right to perform the same or similar type of services for third parties during the Term. Nothing in this Agreement shall be deemed to preclude Company from retaining the service of other persons or entities undertaking the same or similar services as those undertaken by Contractor or from independently developing or acquiring services that are similar to, or competitive with, the services provided under this Agreement.

ARTICLE XVI FORCE MAJEURE

Section 16.1 Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation:

- (a) Acts of God;
- (b) Flood, fire or explosion;
- (c) War, invasion, act of terrorism, riot or other civil unrest;
- (d) Actions, embargoes or blockades in effect on or after the Effective Date;
- (e) National or regional emergency;
- (f) Pandemic, epidemic or plague;
- (g) Shortage of adequate power or telecommunications or transportation facilities; or
- (h) Any other event that is beyond the reasonable control of such Party.

(each of the foregoing, a “Force Majeure Event”). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Notwithstanding anything to the contrary in the foregoing, and for the avoidance of doubt, the following shall not constitute Force Majeure Events:

(a) Non-performance or delay in performance by a Party unless such non-performance or delay is caused directly by a Force Majeure Event;

(b) Boycotts, strikes, lockouts, other industrial disturbances or unavailability of, or with respect to, laborers, Contractor Personnel or Permitted Subcontractors, or collective bargaining agreements of Contractor or Permitted Subcontractors resulting in a delay or stoppage of the Services;

(c) Boycotts, strikes, lockouts, or other industrial disturbances with respect to Company employees, or collective bargaining agreement of Company resulting in a delay or stoppage of any work on the part of Company employees without regard to whether Company was performing in connection with this Agreement or not;

(d) The failure of Contractor to engage appropriately qualified subcontractors or personnel or an adequate number of personnel for the performance of the relevant tasks;

(e) Economic hardship or changes in market conditions or any inability or failure to pay money, any inability to raise financing or any change in price;

(f) Late delivery of goods required for the Services however caused, including by congestion at a Permitted Subcontractor’s plant or elsewhere, oversold market conditions, inefficiencies, transportation delays or other similar circumstances (except to the extent a transportation delay is caused by the occurrence of an independent condition, event or circumstance described in and meeting the conditions of this definition);

(g) Shortages of supervisors, labor, or goods (except to the extent such a shortage is caused by the occurrence of an independent condition, event or circumstance described in and meeting the conditions of this definition);

(h) Late performance as a consequence of any violation of Applicable Law related to the conduct of Contractor’s or any Permitted Subcontractor’s business, including insolvency or any delay related to the economic, commercial or labor circumstances of Contractor, any Permitted Subcontractor or other business conducted by Contractor or any Permitted Subcontractor;

(i) Breakdown, loss, or damage to or theft of machinery, tools, or equipment (except where such breakdown, loss, or damage is directly due to the occurrence of an independent condition, event, or circumstance described in and meeting the conditions of this definition);

(j) Failure of a Party to pay amounts due and owing under this Agreement; or

(k) Weather conditions.

Section 16.2 The Party rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event (the “Affected Party”), shall give the other Party prompt (and in any event within two (2) business days from the time of occurrence) written notice describing the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of the Affected Party’s obligations under this Agreement, and continues to furnish timely regular reports to the other Party with respect thereto. The burden of proof as to whether a Force Majeure Event has occurred shall be upon the Party claiming that such Force Majeure Event has occurred.

Section 16.3 During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations (including payment obligations) until such time as the Affected Party resumes performance.

Section 16.4 The non-affected Party may terminate this Agreement if such failure or delay continues for a period of ten (10) days or more and, if the non-affected Party is Company, receive a refund of any amounts paid to the Contractor in advance for the affected Services. Unless this Agreement is terminated in accordance with this Section 16.4, the Term shall be automatically extended by a period not in excess of the period of suspension.

ARTICLE XVII
MISCELLANEOUS

Section 17.1 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. All Persons whom Contractor employs will be deemed solely the employees of Contractor and will not be considered employees of Company for any purposes. Contractor Personnel shall not be eligible for any of Company's employee benefit programs, for sick or vacation leave, retirement benefits, Worker's Compensation benefits or unemployment benefits, and Company shall not be liable for the payment of same to any government or agency.

Section 17.2 Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other Party.

Section 17.3 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by electronic Communication (with receipt of confirmation of successful transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 17.3).

If to Contractor: _____

Attention: _____
Email: _____

If to Company: The Narragansett Electric Company
d/b/a Rhode Island Energy
280 Melrose Street
Providence RI 02907
Attention:
Email:
Telephone: _____

Copy to: PPL Office of General Counsel
Attn: Contracts Attorney
645 Hamilton St.
Suite 700
Allentown, PA 18101

Section 17.4 For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The Exhibits referred to herein shall be construed with, and as an integral part of, the Agreement to the same extent as if they were set forth verbatim therein. Unless the context otherwise requires, references: (x) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim therein.

Section 17.5 This Agreement, together with all Exhibits and any other documents incorporated herein or therein by reference, constitutes the sole and entire agreement of the Parties to this Agreement. All prior and contemporaneous understandings and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The terms of this Agreement prevail over any of Contractor’s general terms and conditions, including those that may be referenced in any documents provided by Contractor including any purchase order or invoice.

Section 17.6 Neither Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other Party, either Party may assign the Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 17.7 It is understood and agreed that any delay, waiver, or omission by Company to exercise any right arising from any breach or default by Contractor of any of the terms of this Agreement shall not be construed to be a waiver by Company of any subsequent breach or default by Contractor.

Section 17.8 This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 17.9 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 17.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 17.11 This Agreement and the Exhibits shall, insofar as possible, be interpreted consistently.

Section 17.12 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate

in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 17.13 All matters arising under or relating to this Agreement will be governed by the laws of the State of Rhode Island, notwithstanding conflicts of law rules. Contractor will bring any legal action or proceeding arising out of or relating to this Agreement in the federal or state courts in Rhode Island. Contractor consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement. Each Party waives, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue as provided in this Section 17.13 and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

Section 17.14 Each Party acknowledges that a breach by a Party of Article VIII (Intellectual Property Rights; Ownership) or Article IX (Confidentiality) may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 17.15 Company shall have the right to recover from Contractor all expenses, including attorneys' fees and expenses, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 17.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement. Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to and do hereby authenticate this writing and have the same force and effect as manual signatures. Each Party agrees that it will not challenge the enforceability of this Agreement on the basis that it was signed electronically and further agrees that the electronic means of signing this Agreement is commercially reasonable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

THE NARRAGANSETT ELECTRIC COMPANY

By _____

Name: _____

Title: _____

Date: _____

[CONTRACTOR NAME]

By _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SERVICES AND ADDITIONAL TERMS

1. Services. The Services include those consulting and other professional Services reasonably required, or as otherwise requested by the Company or the Commission, to assist the Company and the Commission in their evaluation of the following:
 - a. operational status, accuracy, and effectiveness of Company's electric and gas billing systems (including format, calculations depicted on the bills, and any other information provided on bills that would impact customer's understanding of how charges were determined), which systems include:
 - CSS – core billing system
 - Intelligent Desktop – primary agent interface
 - ViewBill – view PDF bills
 - Opentext/Exstream – Storage of bill template
 - Broadridge – print vendor
 - RIEnergy.com – Main utility website
 - Salesforce.com – Solar and Electric Connections portal;
 - b. operation of back-office systems, meter data management system, and any other systems or processes that relate to producing accurate electric and gas bills to customers, which systems include:
 - WATT – back office work item management
 - Meter Data Management System (MDMS) – reading and storage of meter reads
 - FieldNet
 - FSAlign
 - Watt Net Plus – meter inventory management
 - ESG EDI – Supplier data transfer;
 - c. consistency between kilowatt-hours billed by the Company at retail and kilowatt-hours reported by the Company to ISO New England; and
 - d. reliability of billing systems for purposes of determining billed revenue that is used for financial and rate accounting.

At the request of the Commission Staff Designee, Contractor shall examine specific billing issues of a limited number of specific customer accounts identified by Commission Staff Designee.

If requested by the Commission or Commission Staff Designee, a Contractor representative shall appear before the Commission to testify at formal public evidentiary hearings.

Contractor shall engage with the Company directly, including any Company personnel and contractors of Company who have detailed knowledge of the operations, design, and implementation of the Company's billing systems, and related systems, or personnel and contractors who are otherwise identified by Commission Staff Designee as reasonably needed for the review.

2. Supervision of Contractor. Contractor shall be supervised by the Commission Staff Designee. The Contractor shall cooperate and engage with the Commission Staff Designee to develop any necessary adjustments to the proposed work plan and, subsequently, including, without limitation, (i) providing the Commission Staff Designee with periodic progress updates regarding the Services

at such times, and including such content, as may be requested by the Commission Staff Designee which may include participation in meetings. The meetings may include the Company and Division Staff Designee at the Commission Staff Designee's discretion and, (ii) at the request of the Staff Designee, examine specific billing issues of a limited number of specific customer accounts identified by the Commission Staff Designee. All written documentation Contractor delivers to the Commission Staff Designee shall be treated as confidential during the pendency of Contractor's review, subject to any orders of the Commission determining that any such documentation is not subject to confidentiality under the Access to Public Records Act (APRA) R.I. Gen. Laws Sec. 38-2-1 through 38-2-15. A ruling on a final grant of confidentiality will occur following submission of the Report.

3. Deliverables.

- a. Report: Subject to the terms of this Section 3, Contractor shall provide a final written report to the Company and the Commission with its findings, which final report shall include ("Report"):
- 1) conclusions regarding the accuracy and effectiveness of Company's billing systems;
 - 2) conclusions regarding reliability of Company's systems for determining billed revenue for financial and accounting purposes;
 - 3) any problems identified by Company, any resolutions implemented, and the status of such issue;
 - 4) identification of any problems that need to be corrected;
 - 5) recommendations for repairs or improvements; and
 - 6) any other recommendations pertinent to the findings from the Contractor's review.

Prior to delivering the Report (or any draft of the Report) to the Commission, Contractor shall submit a draft of the Report to Company, for Company's review and comment; provided, however, that (i) Contractor shall draw its own conclusions for the Report independently of Company, (ii) Company shall not have any authority to direct the content of the Report, and (iii) Contractor shall not have any obligation to change the content of the Report in response to any comments by Company. Notwithstanding the foregoing, at the time Contractor delivers the Report (or any draft of the Report) to the Commission, Company shall have the right to assert to the Commission that the Report contains Confidential Information, and to request confidential treatment of such Confidential Information. If Company determines that the Report (or any draft of the Report) contains Confidential Information, Contractor shall only deliver the Report (or draft Report) to the Commission together with Company's written request for confidential treatment of such Confidential Information, and Contractor shall cooperate with Company in making such assertion including, without limitation, delivering to the Commission a public version of the Report (or draft Report) and a confidential version of the Report (or draft Report).

- b. Other Deliverables. In addition to the Report, Contractor shall deliver to the Company Contract Manager and/or the Commission Staff Designee any such other Deliverables as may be specifically requested by the Commission Staff Designee. All Deliverables Contractor delivers to the Commission Staff Designee shall be treated as confidential during the pendency of Contractor's review, subject to any orders of the Commission determining that any such documentation is not subject to confidentiality under the Access to Public Records Act (APRA). A ruling on a final grant of confidentiality will occur following submission of the Report.

4. Schedule. The Services shall be completed, and the final Report shall be delivered to the Company and the Commission by October 1, 2025, or such later date if extended by order of the Commission, in the Commission’s discretion.
5. Fees. The TOTAL PRICE for the Services under this Agreement is [insert fee arrangement]. All Fees and rates set forth herein shall be fixed and shall not change during the Term. All costs are based on the scope and assumptions included in this Agreement.
6. Invoices. Invoices shall be issued to Company with sufficient detail and documentation, including description of Services performed or tasks completed, to allow verification of all charges pursuant to the Agreement.
7. Key Personnel. The following Contractor Personnel are Key Personnel under this Agreement:

<i>Name:</i>	
<i>Title:</i>	
<i>Phone:</i>	
<i>Mobile:</i>	
<i>Email:</i>	

EXHIBIT B
REQUIRED INSURANCE COVERAGES

The Commercial General Liability coverage required of Contractor and each subcontractor (if any, of any tier), as applicable, shall be written on an occurrence basis (with the exception of Professional and Cyber Liability as applicable). Deductibles of applicable liability insurance policies shall be at levels that are reasonable and customary in the applicable services industry, all deductibles applicable to Contractor provided insurance shall be borne by Contractor (unless borne and paid by a subcontractor), and Company reserves the right to request deductible information from Contractor and any subcontractors as needed.

Prior to performing any Services and thereafter promptly following each request by Company at any time from the Effective Date through the expiration of the Agreement, Contractor shall furnish to Company a certificate of insurance and all endorsements acceptable to Company evidencing the Required Coverages. If any or all of the insurance policies required hereunder would otherwise expire during the Term of this Agreement, Contractor shall renew, or cause the applicable subcontractor to renew, as applicable, such insurance and provide renewal certificates of insurance to Company within (10) days of the applicable policy renewal date. Documents can be sent to Company by email to pplcertificates@pplweb.com.

Contractor shall provide, and shall cause each subcontractor to provide, immediate written notice to Company of any cancellation, termination or exhaustion of said insurance, or any portion thereof (including any applicable policy limit(s)) as soon as possible. Such written notice to the Company shall be in accordance with Section 17.3. Each of the required policies shall contain language that coverage is primary in all instances regardless of what, if any, like coverages are carried by Company. Contractor's liability under this Agreement shall not be limited to the Required Coverages.

MINIMUM INSURANCE

	<u>TYPE OF COVERAGE</u>	<u>COVERAGE REQUIRED</u>
1.	Workers Compensation	Statutory
	Employer's Liability	\$1,000,000
2.	Commercial General Liability	
	Bodily Injury and Property Damage	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate
	Including, but not limited to, the following with the same above limit of liability for Bodily Injury and Property Damage:	
	(a) Contractual Liability	
	(b) Products and Completed Operations	
	(c) Broad Form Property Damage	

The Commercial General Liability policy shall contain either by inclusion in the form or by separate endorsement the following coverages:

- The policy shall be endorsed, via CG 20 10 07 04 and CG 20 37 07 04 or an earlier version only providing coverage for both Ongoing Operations and Products Completed Operations, and products-completed operations (to be maintained through the expiration of the Warranty Period or Extended Warranty Period, or any longer period required by this Contract) and must include the following language: Who is An Insured is amended to include as additional insureds the person or organization shown in the Schedule - with such Schedule listing Company, Company Indemnitees, and Company Parties and their successors and assigns, and provide coverage to such additional insureds for “bodily injury,” “property damage” or “personal and advertising injury”.
- Waiver of subrogation in favor of the additional insureds;
- Contractor shall ensure that Company and Company Indemnitees are included as additional insureds on the primary and excess/umbrella general liability policies on July 2004 ISO forms or earlier versions only.

Contractor agrees and warrants that neither the Commercial General Liability policy nor the umbrella/excess policy(ies) required shall contain:

- Any exclusion or endorsement expressly precluding coverage for punitive or exemplary damages (with the parties acknowledging that coverage of such damages will be determined per public policy of applicable state law); or
- Any provision or endorsement that amends the coverage for, or definition of, an “insured contract” in a way that excludes this Agreement from the definition of an “insured contract”.

Contractor further agrees and warrants that exclusion “2.e”, Employers Liability, of ISO form CG 00 01 04 13 (or an equivalent exclusion in either the Commercial General Liability policy or the umbrella/excess policy(ies)) will not be replaced or modified to exclude more than is already provided for in such exclusion, and agrees and warrants that any Employers Liability or similar exclusion in such policies does not apply to liability assumed by the insured under an “insured contract”.

- Contractor shall ensure that the “other insurance” clause in its policies shall be modified so that Contractor’s policy and each policy of any subcontractor (if any, of any tier) are primary and non-contributory to any of Company’s valid and collectible policies. It is further understood and agreed that any policies maintained by Company or in Company’s name or on its own behalf, shall be excess only over any valid and collectible insurance maintained by Contractor on its own behalf and on behalf of Company, or maintained by any subcontractor (if any, of any tier).

3. Comprehensive Vehicle Liability

Coverage shall include all owned, leased, hired or borrowed vehicles or automotive vehicles when used in connection with performance of this Agreement.

Bodily Injury and	\$1,000,000
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	Property Damage	Combined Single Limit
4.	Professional Liability	\$5,000,000 per claim

For any Services that include any engineering, design or professional services for which professional liability insurance is available, Contractor shall obtain and maintain in full force and effect Professional Liability coverage on a claims made policy form.

5.	Umbrella / Excess Liability	\$10,000,000 per Occurrence and General Aggregate
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An umbrella or excess liability policy written on an occurrence form to apply to all coverages outlined in Exhibit B items 1, 2, and 3.

6.	Cyber Liability	\$ 10,000,000 per Occurrence and in the Aggregate
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If applicable, coverage shall in the minimum include (i) liability arising from theft, dissemination, and/ or use of confidential information (a defined term including, but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, etc.) stored or transmitted in electronic form; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and (iii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a computer system, network, or similar computer related property and the data, software, and programs thereon.

EXHIBIT C
INFORMATION PROTECTION AND TECHNOLOGY SECURITY TERMS AND
CONDITIONS

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

1. Certain Defined Terms and Interpretive Guidance.

- 1.1 “Applicable Privacy and Data Security Laws” shall mean: (i) all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules and regulations of any applicable jurisdiction (including, without limitation, the U.S. and each state of the U.S.), and all then-current industry standards, guidelines and practices with respect to privacy, security, data protection, direct marketing, consumer protection and workplace privacy, including the collection, processing, storage, protection and disclosure of Personally Identifiable Information; (ii) the applicable data security and privacy policies of Contractor; and (iii) the applicable data security and privacy policies of Company that are either published on Company’s web site(s) or otherwise provided by Company to Contractor.
- 1.2 “BES Cyber System Information” shall have the meaning provided in the North American Electric Reliability Corporation (“NERC”) Glossary of Terms Used in NERC Reliability Standards, as amended, supplemented or modified from time to time (the “NERC Glossary”).
- 1.3 “Cyber Infrastructure” means the collection of information technology systems, networks and software, physical and information assets for Company or its Affiliates to efficiently and securely function in cyberspace, and Company’s or its affiliates’ Information, information and communications or visualization environments, systems and networks, including IT/OT Technology, and services comprised of all hardware and

software, advanced instruments, that process, store, and communicate information, or any combination of all of these elements: computing and/or processing (including the creation, access, modification, and/or destruction of information), storage (including paper, magnetic, electronic, digital and all other forms of media of any kind), and communications (including sharing and distribution of information).

- 1.4 “Cyber Infrastructure Information” means security and configuration information related to Cyber Infrastructure of Customer or its affiliates including, but not limited to, network infrastructure or system design, platforms, processes, methodologies, drawings, configurations, source codes, rule sets, and specifications, not otherwise generally known in the public domain.
- 1.5 “Hosted Information” means Information received, held, stored, or retained by Contractor for processing and to be accessed for use by Company, and/or its customers, affiliates, and/or employees, contractors, or subcontractors.
- 1.6 “Information” means non-public information of Company or its affiliates, including, without limitation, Cyber Infrastructure Information, Confidential Information, Personally Identifiable Information, Hosted Information, data (electronic or otherwise), business knowledge (intellectual property), information concerning Company and its business, including the products and services provided under the Agreement, and confidential or proprietary information of any other person or entity, whether, tangible or intangible and in whatever form whether tangible or intangible and in whatever form provided, electronic or digital form or included on any paper/physical records or any printed material, that is either (a) provided by Company to Contractor or (b) collected, received, stored, hosted, transmitted, and/or processed by Contractor from or on behalf of Company in connection with the provision of the Products/Services to Company.
- 1.7 “IT/OT Technology” means, collectively, and to be broadly construed, any and all programmable electronic or digital devices or equipment, electronic, digital, or computer assets, hardware, networks, and systems owned, operated, or used by Company or its affiliates, including any software, and applications that reside thereon.
- 1.8 “Personnel Risk Assessment” means an identity verification and seven (7) year criminal history records check that includes: (i) current residence, regardless of duration; and (ii) other locations where, during the seven years immediately preceding the date of the criminal history records check, the individual has resided for six consecutive months or more.
- 1.9 “Personally Identifiable Information” or “PII” means any Information of a personal nature, which if disclosed to an unauthorized party, could compromise individual privacy including: an individual’s full name or first initial and last name in combination with one or more of the following data elements (when the name or data elements are not encrypted or redacted:
 - Social Security number;
 - Driver's license number;
 - Federal, state or tribe-issued identification number;
 - Financial account number, credit card number or debit card number, in combination with any required security code, access code, password, or personal

identification number (PIN) that would permit access to an individual's financial account;

- Medical information (Any individually identifiable information contained in the individual's current or historical record of medical history or medical treatment or diagnosis created by a health care professional.);
- Health insurance information (An individual's health insurance policy number or subscriber identification number in combination with access code or other medical information that permits misuse of an individual's health insurance benefits); and
- User name or email address, in combination with a password or security question and answer that would permit access to an online account (e.g., personal, medical, insurance, or financial account).

1.10 "Product/Services Infrastructure" means the networks and assets utilized in the provision of the Products/Services to Company. For example, for software providers, this includes the systems and assets used to create and store development notes, code, patches and other modifications.

1.11 "Response Plan" means the policies and procedures developed and maintained by Contractor by which Contractor proposes to address Security Incidents.

1.12 "Security Incident" means (i) a malicious act or suspicious event that compromises or may reasonably compromise the cybersecurity of the Products/Services provided to Company by Contractor and/or Information; (ii) a known or suspected compromise of Contractor-hosted websites, networks, systems, platforms, or applications through which product or security information (e.g., updates or patches) are provided to Contractor's customers; (iii) a malicious act or suspicious event that compromises or may reasonably compromise the cybersecurity of Contractor systems or networks connected to IT/OT Technology; or (iv) any known or suspected unauthorized access to or use or impairment of, or any other security breach of the Information, including Personally Identifiable Information, or any known or suspected violation of these IT and OT Security Terms.

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

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

2. Ownership of Information; Limited License. As between the Parties, Information stored, hosted, retained, received, processed, and/or transmitted by Contractor shall remain the property of Company. To the extent performance of the Products/Services for Company requires Contractor to have license rights to use Information and such rights are not already granted through the Agreement or another separate written agreement between Company and

Contractor, Company hereby grants Contractor a limited, non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free license to use the Information to perform the Products/Services for Company pursuant to the terms of the Agreement. Under no circumstances shall Contractor obtain any ownership or other rights, title, or interest in Information, except for the license to use Information in the performance of the Products/Services.

3. Restrictions on Access, Use, and Disclosure.

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

3.2 Information. Information shall be kept confidential by Contractor and protected as confidential information, as provided for in the Agreement. Contractor may not use Information for any purpose other than performing or providing the Products/Services. Service Provider may provide Contractor's employees, personnel, and/or subcontractors with access to Information on a need-to-know basis only, and must ensure that its employees, personnel, and subcontractors are restricted from any use of Information other than for purposes of performing the Products/Services and are bound by obligations at least as restrictive as those provided for in these IT and OT Security Terms and the Agreement. Unless otherwise expressly provided in writing, Information shall not be disclosed by Contractor except as specified for required disclosures in Section 3.4. Physical copies of Cyber Infrastructure Information shall not be made without the express permission of Company and shall be stored in a secured location approved by Company. Cyber Infrastructure Information, in any media or format, in the possession of Contractor, including Cyber Infrastructure Information developed by Contractor in the course of performing Products/Services, shall either be destroyed or returned to Company (including any copies thereof) upon termination of the Agreement and/or the Products/Services, unless otherwise agreed to in writing by Company. To the extent the Parties agree that Contractor may retain Cyber Infrastructure Information after termination of the Agreement and/or the Products/Services, Contractor shall continue to be obligated to treat as confidential any such Cyber Infrastructure Information so retained with such requirement surviving termination.

3.3 Monitoring Company's Use of Hosted Information. Contractor shall not analyze such Information or monitor the use of Hosted Information by Company, and/or its customers, users, affiliates, or employees, contractors, or subcontractors, for any purpose other than providing the Products/Services to Company. Contractor may aggregate and disseminate for Contractor's internal purposes usage statistics of Company and other users only in such a manner that Company and its customers, users, affiliates, employees, contractors, or subcontractors cannot be identified in any way, and Company's usage cannot be identified. Information usage patterns of Company are owned by Company and shall be treated by Contractor as confidential Information of Company, provided that Contractor may collect and use aggregated usage information on a confidential basis as reasonably

needed to support or improve the provision of the Products/Services to Company.

- 3.4 Required Disclosures. Except as otherwise expressly permitted in writing by Company or specified in the Agreement or these IT and OT Security Terms, Contractor shall not disclose Information, including Cyber Infrastructure Information or Personally Identifiable Information other than to the minimum extent required by law or a governmental authority having jurisdiction over Contractor, in each case as determined by legal counsel for Contractor. In the event of such required disclosure, Contractor shall notify Company in advance of any such required disclosure, to seek available protective measures for such disclosure (such as filing under cover, in camera review, or through other confidential means) and must reasonably cooperate with any decision by Company to seek to condition, minimize the extent of, or oppose such disclosure.
- 3.5 Personnel Risk Assessment. Unless otherwise expressly provided in writing, a Personnel Risk Assessment is required for each of Contractor's employees, agents, or representatives for which Contractor seeks access or continued access to Information, Product/Services infrastructure, and/or IT/OT Technology. Contractor shall conduct, or cause to be conducted, a Personnel Risk Assessment for each of its employees, agents, or representatives for which it seeks access or continued access to Information and/or IT/OT Technology. Upon request, Contractor shall provide Company with an acceptable statement or attestation confirming completion of a successful Personnel Risk Assessment. In addition, Contractor shall permit, and shall cause each of its employees, agents, or representatives for which it seeks access or continued access to Information, Product/Services infrastructure, and/or IT/OT Technology to permit Company conduct, or cause to be conducted such Personnel Risk Assessment. An updated Personnel Risk Assessment shall be performed at least once every three (3) years after the after the prior Personnel Risk Assessment, and more often (i) if Contractor or Company discovers or has reason to suspect the existence of any information that would warrant an updated Personnel Risk Assessment, (ii) at the reasonable request of Company or (iii) as required by law or regulation or governmental authority having jurisdiction over Company, including the NERC CIP reliability standards or any similar standards promulgated by a NERC-designated Regional Entity. Company reserves the right to deny or revoke access to Information, Product/Services infrastructure, and IT/OT Technology to any individual for which a successful Personnel Risk Assessment cannot be confirmed. Contractor shall permit, and shall cause each NERC CIP Asset Worker to permit, Company to complete, or cause to be completed, such an updated PRA.
- 3.6 Return or Disposal. As soon as possible after any Information (or a portion thereof) is no longer needed by Contractor in connection with the Products/Services, upon termination of the Agreement or any other contractual arrangement under which Contractor provides the Products/Services to Company, or any time upon Company's request, for any reason, then the following shall apply:: (a) such Information in Contractor's possession or control (including the possession or control of any approved subcontractors) shall be returned in an agreed-upon format (or in the absence of an agreement, in the format in which received) to Company by Contractor, or at Company's request destroyed (including without limitation, with respect to any hard copy, cross-shredded); (b) to the extent requested by Company, all electronic copies of Information in Contractor's possession or control shall be deleted, including wherever applicable through the use of secure erase over-writing software on storage devices containing such Information as detailed in the NIST Guidelines for Media Sanitization (NIST Special Publication 800-88), in a manner that makes Information non-readable and non-retrievable; and (c) Contractor shall certify

to Company, in writing, that Contractor has complied with its obligations under this Section. Upon disposal under any of the above circumstances, unencrypted Information contained in print or electronic or digital media shall be shredded, destroyed, or modified so that it is irretrievable and unreadable. Contractor shall not charge any additional fees or impose any conditions for complying with the obligations in this Section.

4. User Authentication and Access Control. For Hosted Information, Contractor shall provide the ability for Company to utilize strong credentials when authenticating into the service. Contractor shall require the use of strong authentication practices, including, but not limited to, unique user-IDs and passwords, for each authorized individual that requires access to Information. With respect to Hosted Information, the authentication system must accommodate single sign-on which includes multi-factor authentication.
 - 4.1 Password Management. Contractor password and authentication schemes shall be consistent with and modeled after the Center for Internet Security (“CIS”) Benchmark standards, applicable special publications of the National Institute of Standards and Technology (“NIST”), or standards promulgated by the International Organization for Standardization (“ISO”); or Contractor shall use passwordless (multi-factor) authentication.
 - 4.2 Access Management and Terminations. Contractor shall maintain a list of Contractor’s employees, agents, and representatives with access to Company’s Information and/or IT/OT Technology.
 - 4.2.1 In the event that (i) the relationship is severed between Contractor and any of its employees, agents, or representatives with access to IT/OT Technology, (ii) Contractor otherwise becomes aware of any information that would cause a reasonable employer to be concerned about continuing to provide access to Contractor’s employee(s), agent(s), or representative(s) with such access, or (iii) Contractor determines that Contractor’s employee(s), agent(s), or representative(s) no longer needs such access, Contractor shall notify Company that access should be revoked for such individual(s) within no longer than eight (8) hours of such event. Contractor shall take all steps reasonably necessary to assist in the immediate removal of access to such individual(s), including, but not limited to, the removal of the multi-factor authenticator provided to individuals whose access is terminated and returning said authenticator to Company.
 - 4.2.2 Contractor shall maintain an internal process to remove access to Information on Contractor’s network/systems within twenty-four (24) hours from a qualifying event. A qualifying event is a change in assignment or employment status such that Contractor’s Personnel no longer requires access to Company Information.
 - 4.2.3 Contractor shall review and verify Contractor Personnel’s continued need for access and level of access to Company Information and/or IT/OT Technology on a quarterly basis and will retain evidence of the reviews for two years from the date of each review.
5. Remote Access. To the extent that Contractor is provided remote access to IT/OT Technology, Contractor shall comply with Company policies and controls governing remote access.

- 5.1 User-Initiated Interactive Remote Access. Contractor shall coordinate with Company to ensure that all user-initiated access by Contractor employees, agents, or representatives (including sub-contractors) employing a remote access client or other remote access technology using a routable protocol uses (i) multi-factor authentication technology, approved by Company, and (ii) encryption technology, approved by Company. Depending on the security classification of the IT/OT Technology by Company, Contractor may be required to use an intermediate system that is either provided or approved by Company for such remote access. In the event that an intermediate system is required, Contractor's encryption technology must terminate at such intermediate system. Contractor warrants and affirms that system-to-system remote access connectivity shall not be used by its employees, agents, or representatives (including sub-contractors) to bypass user-initiated remote access controls, if applicable.
- 5.1.1 Company may provide its standard VPN or VDI access for use by Contractor if needed; however, such access will be provided "as is" and Company will not provide support or maintenance for such access. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY ALSO DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE), REGARDING THE VPN OR VDI SOLUTION AND CONTRACTOR RELEASES AND DISCHARGES COMPANY FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES, IN CONNECTION WITH CONTRACTOR'S USE OF THIS ACCESS.**
- 5.2 System-to-System Remote Access. System-to-system remote access shall not be enabled by Contractor without written approval of Company. If system-to-system remote access is necessary or required to support the Products/Services, Contractor agrees to coordinate with Company to implement appropriate security controls.
- 5.3 System Inactivity Timeouts. Clients and servers residing on the Contractor internal network used to connect to or access IT/OT Technology shall employ automatic system inactivity lockouts. An example would be a password-protected screen saver that engages automatically based on a specified period of inactivity. This default inactivity timeout should be set for no more than 15 minutes. Where practical, this timeout shall be enforced through policy settings on the connected workstation or server.
- 5.4 Split Tunneling. Split tunneling is prohibited when connected to IT/OT Technology.
- 5.5 Network Isolation. Where remote access is enabled, Contractor shall provide support for the potential isolation of Company IT/OT Technology from Contractor's networks or systems. Contractor shall provide all technical information necessary to facilitate the failsafe and effective construction of appropriate firewall rules, including full disclosure of which hosts need to communicate through each firewall interface and what protocols and ports those hosts utilize.
6. Separation of Information. Contractor shall maintain Information such that other customers and clients of Contractor and other third parties (excluding subcontractors of Contractor operating under customary confidentiality agreements for and on behalf of Contractor for the purposes of system development and/or maintenance) do not have access to such Information. If Contractor is utilizing a shared hosting model or shared storage with respect to Information,

such Information shall be segregated physically whenever reasonably feasible rather than logically from other information hosted by Contractor.

7. Security Standards.

7.1 Information Protection. Contractor represents and warrants that the Products/Services and Contractor's data and information security policy and practices include reasonable and appropriate administrative, technical, and physical safeguards that are risk-based; are appropriate to the nature of information being secured; meet or exceed generally accepted best practices, and are designed, implemented, and maintained (and periodically reviewed and updated) to appropriately safeguard information against intrusion, theft, ransomware, malicious codes or viruses, destruction, loss, alteration, unauthorized access, and/or interference by third parties. Contractor shall implement and maintain a comprehensive written data and information security policy and appropriate practices, and Contractor's data and information security policy and practices shall (a) comply with all Applicable Privacy and Data Security Laws; (b) protect against any anticipated or actual threats or hazards to the confidentiality, availability, or integrity of data and information, including Personally Identifiable Information and from the loss of data or information; (c) if the Information includes credit, debit, or other payment cardholder information, comply at all times with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS; (d) include training and security awareness programs for the personnel of Contractor and any approved subcontractors who have access to Information; and (e) be modeled after and generally conform to applicable special publications from NIST or the standards promulgated by the ISO. Company reserves the right to review, upon request to Contractor, Contractor's policies, procedures and practices used to maintain the privacy, security and confidentiality of data and information and general cyber security.

7.1.1 Without limitation of the above, Contractor shall and shall require its subcontractors to: (i) proactively monitor vulnerabilities and rectify any such vulnerabilities that concern the Contractor's systems or networks housing Information or Products/Services Infrastructure; these vulnerabilities shall be evaluated and patched in a timing commensurate with the risk and mitigation of that risk; (ii) engage a reliable third-party vendor to perform annual penetration testing on systems or networks that are utilized in the development and/or provision of the Products/Services to Company, with a summary of such testing to be provided to Company upon request to Contractor; (iii) prohibit Contractor's and any approved subcontractor's personnel from transporting or transmitting Information in any form (paper or electronic) and on any media to their homes, personal e-mail accounts, or personal computers, devices or other media; however, working remotely can be accommodated as long as work is performed on Contractor issued hardware, software, devices, and communication systems like Contractor provided e-mails, with appropriate physical/electronic safeguards implemented with communication to Contractor's corporate systems or networks via a secure communication channel and otherwise in compliance with Section 5, unless, in all cases, as may otherwise be expressly permitted by Company in advance and in writing; (iv) change default security settings (such as default passwords); (v) employ adequate authentication protocols for online account access to prevent unauthorized users from accessing accounts with access to

Information; (vi) refrain from attempting to re-identify Personally Identifiable Information that has been provided to Contractor in a de-identified form or that Contractor is only permitted to use in a de-identified form; (vii) adopt and utilize up-to-date and fully supported technologies for the safe, secure, and accurate collection, processing, storage, and distribution of the Information; (viii) absent Company's advance written approval, refrain from reassigning to a third party an internet protocol (IP) address previously assigned to Company for use in connection with Contractor's performance of the Products/Services; and (ix) utilize a software development quality assurance program that considers use and misuse cases.

- 7.1.2 Contractor shall take all necessary and reasonable steps to protect the Information against any unauthorized access or improper use during both storage (while "at rest") and transmission while in Contractor's (including its approved subcontractors') care, custody, or control. Such steps must include protection for both physical and electronic data. To the extent that the handling of any Information is governed by the Health Insurance Portability and Accountability Act ("HIPAA") and its regulations, the Parties shall enter to and abide by a separate Business Associate Agreement in compliance with HIPAA before Contractor accesses any such Information. To the extent that any Information constitutes payment cardholder data, Contractor shall, in addition to complying with these IT and OT Security Terms, abide with all applicable provisions of the Payment Card Industry Data Security Standard in connection with handling such Information, and the Parties shall execute a separate addendum with additional terms concerning such Information.
- 7.1.3 Protection of Information in storage (including storage on any portable device, including laptops, or removable storage media, including USB drives and backup tapes) shall include encryption of Information using an encryption product/technology that meets or exceeds industry best practices for encryption while in transit or at rest. Protection of Information during transmission shall include the encryption of Information sent over a data network connection, including the Internet or Contractor's internal network connections as well as any connections to third parties, using a secure, encrypted communications method that meets or exceeds industry best practices for encryption.
- 7.1.4 In performing obligations hereunder, Contractor may obtain or have access to, or otherwise store, process or transmit, Personally Identifiable Information of Company's employees, other personnel, agents, officers, directors, contractors, subcontractors, customers, potential and prospective customers, dealers, suppliers, and/or other persons. Contractor acknowledges that it is responsible for the security of Personally Identifiable Information that it receives or accesses in performing the Products/Services; and Contractor shall at all times maintain appropriate information-security measures with respect to such Personally Identifiable Information in a manner consistent with Applicable Privacy and Data Security Laws. Without limiting the foregoing, Contractor shall comply with all applicable laws pertaining to privacy, data security, data protection, consumer protection, email and other digital marketing, telecommunication (including text message) marketing, and workplace privacy in connection with Contractor's handling of Personally Identifiable Information.

- 7.1.5 Contractor expressly agrees that it will not copy, store, download, or otherwise save Company's BES Cyber System Information on Contractor's systems or networks without the express, prior written permission of Company. Contractor further acknowledges that the creation of a repository for BES Cyber System Information (whether intentional or inadvertent) on Contractor's systems or networks may trigger additional compliance and regulatory requirements, as well as costs, and that Contractor shall be responsible for any such costs and penalties assessed against Company, and/or for meeting such compliance and regulatory requirements at Contractor's expense, as a result of the creation of such repository without Company's express prior written consent. BES Cyber System Information shall not be stored in any cloud environment.
- 7.2 Malware Protection. Effective virus and malware protection software shall be run and maintained on all of Contractor's systems and assets (e.g., workstations, servers, and other configurable devices to the extent technically feasible) with remote or direct connections to IT/OT Technology and/or that store or host Information and Product/Services infrastructure. The virus signature files on these devices shall be updated in a timely manner as new releases are made available by the malware software supplier, preferably in an automated fashion.
- 7.3 Security Patching. Effective patch management practices shall be used on all of Contractor's systems and assets (e.g., workstations, servers, and other configurable devices to the extent technically feasible) with remote or direct connections to IT/OT Technology, that store or host Information and Product/Services infrastructure. Contractor shall implement software patch management practices consistent with standards promulgated by NIST or the ISO. Contractor shall promptly install all security updates and patches made available by the vendors of any of the third party software or other products used in connection with the collection, processing, storage or distribution of Information.
- 7.4 Logging/Monitoring and Audit Trail. Contractor shall employ services and practices that log and monitor for Security Incidents and all access and access attempts to Hosted Information and any Sensitive Information on Contractor's systems or networks (including the systems or networks of any approved subcontractor). This includes logging access to all Contractor Equipment with access to IT/OT Technology. Such logs shall be maintained for each access for a minimum of one (1) year following such access to allow for forensic analysis in the event of a potential Security Incident or unauthorized access event. During such one-year period, Provider shall maintain such logs such that they can be promptly retrieved at the request of Customer and provided to Customer as raw Information logs in a useable format (e.g., an Excel data file or text file). Such logs shall be routinely reviewed for possible unauthorized access attempts or system intrusions, and appropriate corrective actions taken by Contractor's system administrators. Any intrusion or unauthorized system access which has the potential of impacting the Company, IT/OT Technology, or Information, shall be brought to the attention of Company as soon as practicable, but in any case, pursuant to the notification requirements identified in Section 10 below.
- 7.5 Open-Source Software. Use of open-source software in connection with the Products/Services provided by Contractor or on Contractor systems connected to IT/OT Technology is permitted only if such open-source software is used with all applicable security updates, in compliance with the applicable license, and in a manner that does

not jeopardize the security of any Information or systems or networks that process or store Information. Contractor shall actively monitor such open-source software for vulnerabilities using static and dynamic code analysis.

8. Litigation Holds. Contractor shall provide adequate functionality such that Company may deliver notices to Contractor for the purposes of issuing and maintaining litigation holds with the effect of (a) preventing deletion of some or all Information on Contractor's systems or networks for the duration of any such litigation hold (including the suspension of automated processes as necessary to prevent such deletion), or (b) causing Contractor to deliver such Information to Company for preservation. In the event of termination of the Agreement or other contractual arrangement under which Contractor provides the Products/Services to Company at a time when such a litigation hold is in effect, Contractor shall return to Company all Information subject to such hold without alteration.
9. Secure Installation. In instances where Contractor is providing installation services as a part of the Products/Services, Contractor shall perform such installation in accordance with Company specifications. Furthermore, Contractor shall ensure that all unnecessary software, services and ports on the installed system(s) are removed or disabled. The most current available operating system updates and patches should be applied and tested as an integral part of the initial installation. Logging functionality should be enabled to capture login activity.
10. Notification of Security Incident. In the event that Contractor learns or has reason to believe or confirms that a Security Incident may have occurred or has occurred, Contractor shall notify Company of such suspected event promptly, but no later than twenty-four (24) hours following Contractor's discovery of such potential Security Incident. In addition, notification shall be no later than two (2) hours for suspected ransomware and other similar intrusions where timing is critical to stopping proliferation and propagation and Contractor has any access to IT/OT Technology or is Hosting Information. Notice of the Security Incident shall be sent to:

Company IT Security via:
Email: PPLCybersecurity@pplweb.com
Telephone: 610-774-3185

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

- 10.2 Actions. Contractor shall immediately take measures as appropriate to preserve evidence (including, as applicable, images of drives, as well as inbound and outbound network logs, application logs, internet traffic logs, firewall logs, router information or logs from any packet capture, network monitoring, intrusion detection or security event and incident management systems for any parts of the network accessible from the potentially affected equipment). All steps taken in responding to a Security Incident shall be properly documented and chain of custody shall be maintained for any images captured. If Contractor does not have the in-house capability to perform the actions required in a professional and competent manner, Contractor shall retain an outside forensic expert to do so at Contractor's own expense. Contractor shall be responsible for the actual and reasonable costs (whether incurred by Contractor or Company) of responding to and mitigating any Security Incident, including, but not limited to, actual and reasonable costs associated with investigation and identification of the nature and scope of such Security Incident (including reasonable attorneys' fees) and, as directed and approved by Company in its discretion subject to applicable law: notification of any individuals whose privacy is potentially impacted; notification of and responding to inquiries from regulators as necessary or appropriate; and providing identity protection and credit-monitoring or similar services to any individuals whose privacy is potentially impacted. Contractor shall cooperate with Company in investigating and responding to the foregoing, notifying customers or other affected individuals, and seeking injunctive or other relief from and against any person or persons who have violated or attempted to violate the confidentiality or security of Information. In event that a Security Incident involves any payment cardholder data, Contractor shall also pay or reimburse Company for associated costs, fees, and fines imposed by credit card associations, merchant banks or financial account institutions, and costs passed on by individual card companies, banks and other financial institutions, such as the costs of issuing replacement cards, fraud liability, chargebacks, compromise fees, and other remediation costs.
11. Coordination of Response. Contractor agrees to coordinate its response to a confirmed or suspected Security Incident with Company as necessary to prevent or limit, to the fullest extent possible, impact to Company operations, Information, and IT/OT Technology.
- 11.1 Development and Implementation of a Response Plan. Contractor's Response Plan shall be consistent with standards and guidance promulgated by the NIST or ISO. Contractor's Response Plan shall address communications between Contractor and Company in the event of a Security Incident, mitigation of the harmful effects of Security Incidents, remediation of any vulnerabilities and security risks posed by the Security Incident and recovery of impacted IT/OT Technology or Information, actions to prevent the recurrence of the same or similar Security Incidents, and documentation and document retention requirements.
- 11.2 Immediate Response. Immediately upon identification of a Security Incident related to the Product/Services provided to Company, Contractor shall implement its Response Plan and shall provide Company with guidance and/or recommendations to mitigate, contain, or eliminate any risks posed to Company or Company's operations, Information, and/or IT/OT Technology.
- 11.3 Updates. Contractor shall provide updates to Company addressing any new facts and circumstances learned after the initial notification of a Security Incident and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with Company in Company's efforts to

determine the risk posed by a suspected or confirmed Security Incident, including providing additional information regarding the Security Incident upon request from Company.

- 11.4 Remediation and Recovery. Contractor shall provide Company with timely updates on the progress of remediation and recovery efforts including guidance and recommendations for long term remediation of any cyber security risks posed to Company and IT/OT Technology as well as any information necessary to assist Company in any recovery efforts undertaken by Company in response to the Security Incident.
 - 11.5 Response to a Security Notice. In the event that Contractor is the recipient or subject of a Security Notice, Contractor agrees to investigate the identified security concerns, implement responsive actions to improve Contractor's security score or otherwise remediate the identified security issues, and communicate with Company regarding responsive actions undertaken. Contractor agrees to provide Company with a remediation plan, including timelines and actions, at Company's request.
12. Disclosure of Known Security Vulnerabilities. Contractor agrees to implement procedures acceptable to Company to address the disclosure or provision of notice to Company of security vulnerabilities related to the Products/Services provided to Company and the remediation of such vulnerabilities, including coordination with Company during and after the remediation process.
 - 12.1 Disclosure Prior to Delivery. Prior to the delivery of the Service, Contractor shall provide summary documentation of security vulnerabilities in the procured Products/Services, the potential impact of such vulnerabilities, the status of Contractor's efforts to mitigate said security vulnerabilities, and Contractor's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 - 12.2 Notice Upon Discovery. Contractor shall promptly notify Company after becoming aware of any, or potential, critical or high-risk security vulnerability or defect in the Products/Services provided to Company at any time during the term of the Agreement, or, in the case of firmware or hardware, at any time after the sale of the equipment, hardware, or other device containing the firmware to Company. Such notice shall be provided to Company as soon as practicable and shall at the latest be provided within seven (7) calendar days after such vulnerabilities or defects become known to Contractor. Summary documentation of the security vulnerability or material defect shall accompany the notice and shall include a description of each security vulnerability or material defect, potential impact of such vulnerabilities, root causes (to the extent available), and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
 13. Verification of Software and Firmware Integrity. Contractor shall establish, document, and implement risk management practices for supply chain delivery of software (including patches), firmware, and programmable or configurable hardware provided to Company. Contractor shall provide documentation on its: chain-of-custody practices, information protection practices, and integrity management program for components provided by sub-suppliers.
 - 13.1 Software Development. To the extent that Contractor developed or is developing software or applications as a part of the Products/Services, Contractor attests that

Contractor has implemented a development program modeled after and consistent with industry best practices like Open Web Application Security Project (“OWASP”) Application Security Fragmentation or Department of Defense (“DoD”) Application Security and Development Security Technical Implementation Guide (“STIG”). Furthermore, Contractor shall use a software development quality assurance program that considers use and misuse cases. In addition, Contractor’s data and information security policy and practices should include a Risk Analysis and Threat Modeling, such as STRIDE or use of the MITRE ATT&CK Matrix.

- 13.2 Patch Validation. Contractor will use reasonable efforts to investigate and confirm that no viruses or malware are present in any software or patches before providing such software or patches to Company. If Contractor provides software or patches to Company, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (“FIPS”) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Company to use the hash value to independently verify the integrity of the software and patches. Alternative delivery methodology is acceptable only if it is permissible by the NERC CIP standards for software validation.
- 13.3 Secure Delivery. Contractor shall specify how digital delivery for procured Products/Services (i.e., software and applications) including patches will be validated and monitored to ensure the digital delivery remains as specified. If Company deems that it is warranted, Contractor shall apply encryption to protect procured products throughout the delivery process. Contractor shall demonstrate chain-of-custody documentation for critical firmware and programmable or configurable hardware as determined by Company in its sole discretion and require tamper-evident packaging for the delivery of these products.
- 13.4 Patching of Procured Products. Contractor represents and warrants that procured Products/Services (including third-party hardware, software, firmware and services) have appropriate security updates and patches installed prior to delivery to Company. Contractor shall provide appropriate software and firmware security updates and patches promptly to remediate discovered vulnerabilities or weaknesses. Security updates or patches to remediate critical and high-risk vulnerabilities shall be provided within a shorter period than other updates.
- 13.5 Unsupported Products/Services. Unless otherwise approved by the Company in writing, current or supported version of Contractor Products/Services shall not require the use of out-of-date, unsupported, or end-of-life versions of any third-party components (e.g., Java, Flash, Web browser, etc.).
- 13.6 **CONTRACTOR WARRANTS THAT IT HAS NO KNOWLEDGE OF ANY VIRUSES, MALWARE, OR SPYWARE IN ANY SOFTWARE, SERVICES (SUCH AS SOFTWARE AS A SERVICE), FIRMWARE, PATCHES, OR UPDATES PROVIDED TO COMPANY.**
- 13.7 Introduction of Virus or Malware. Contractor shall bear full responsibility for all costs associated with investigation, response, mitigation, remediation, and recovery, as well as any regulatory or compliance costs or penalties, in the event a virus, malware, or spyware is embedded in or otherwise introduced to Company assets, networks, or systems as a result of Contractor’s breach of its obligations under this Agreement or other contractual

arrangement under which Contractor provides Products/Services to Company. Contractor shall immediately and at its own cost take all necessary remedial action and provide assistance to Company to eliminate the virus or other malware throughout Company's networks, assets, and systems.

14. For Cloud Contractors Only Availability. To the extent applicable to the Products/Services, Contractor, upon Company's reasonable request, shall provide information and metrics pertaining to testing frequency, integrity, and results of its Hosted Information backup and Information loss prevention systems. Contractor shall, upon Company's reasonable request, perform and provide results of Hosted Information export tests on Hosted Information demonstrating integrity of the export. Service level reliability with respect to Hosted Information shall be 99.9% or as otherwise set forth in the contractual arrangement(s) under which Contractor provides Products/Services to Company.
 - 14.1 Information Recovery. In the absence of a mutually agreed upon service level agreement or equivalent agreement expressly providing to the contrary, Contractor shall maintain the ability to complete Hosted Information recovery within 24 hours after a Hosted Information loss. Contractor shall include Company in its standard disaster recovery plan such that the Products/Services can be made available.
 - 14.2 Data Portability. Contractor agrees to coordinate with Company to ensure Hosted Information is transferrable via an application programming interface or other mutually agreed upon means, to prevent disruption in availability to Company.
15. Upgrades. For Hosted Solutions or software as a service, Contractor shall provide fourteen (14) days' notice to Company prior to major changes to system configuration, including changes that can affect certification status (if applicable), security or network processes, encryption key lengths, etc. In the event Contractor plans upgrades or changes to Contractor's systems or networks that would interfere with Company's business operations or use of the products/services, Company may elect to require Contractor to defer such upgrades for the duration of the then-current contractual arrangement, except to the extent such changes or modifications are reasonably necessary to address security vulnerabilities or prevent interference with business operations.
16. Country of Origin. All Products/Services and any other products, services, software (including design and development), and programmable hardware manufacture for products provided by Contractor to Company shall not, including with respect to programmable or digital components or materials:
 - 16.1.1 Be designed, developed, manufactured, or supplied by any Person meeting the criteria identified in Section 10.2 of the Agreement.
 - 16.1.2 Be mined, produced, or manufactured in whole or in part in the Xinjiang Uyghur Autonomous Region of the People's Republic of China, by entities on the UFLPA Entity List, or with forced labor.
17. Information Location. Unless otherwise expressly authorized in writing by Company, all Information centers, servers, and backup Information storage locations used by Contractor for performance or provision of the Products/Services shall be located in the United States of America and/or Canada or their respective territories. Contractor shall create and maintain records of the locations at which Contractor (including any approved subcontractor) stores

Information and retain such records for each such location for a minimum of two (2) years following the removal of Information from such location. Contractor shall notify Company when changes occur to such storage locations (new, retirement of old, migration from one to another). In the case of Hosted Information, Company shall select the geographic location of the data center(s) in which Company's Hosted Information is stored. Unless otherwise expressly authorized in writing by Company, if Company selects a primary data center in North America, all of Company's Hosted Information shall be stored in the United States of America and/or Canada. Contractor shall notify Company when changes occur to the data center locations where Company Hosted Information will be stored. In the event that Contractor plans to move the data center location for the storage of Company Hosted Information Contractor agrees to notify Company a minimum of thirty (30) days in advance.

18. Attestations. Contractor must comply with at least one of the following, or comparable privacy and information-security validation measures, as determined by Company:

18.1 Contractor must, at its expense, engage a qualified, independent, and reliable third-party security professional to regularly (at least once per year) audit and validate the security measures in place as well as their sufficiency, and of the systems and the business processes used by or for Contractor to access, store, process, or transmit any Information and/or systems or networks utilized to access IT/OT Technology and for general cyber security. Such audit shall be performed according to ISO/International Electrotechnical Commission 27001 standards. The certificate, which shall be provided to Company upon request to Contractor, must include a clear description of the scope of the audit and any material findings by the auditor. In the off years, the results of the surveillance audit shall be provided to Company upon request to Contractor.

18.2 Each calendar year, Contractor must provide to Company a current Type 2 Service Organizations Control ("SOC") Type II report, confirming the adequacy of Contractor's controls under the Trust Services Principles and Criteria of the American Institute of CPAs, or comparable principles and requirements satisfactory to Company. The scope of each report must include the Contractor systems and the business processes used by or for Contractor to access, store, process, or transmit any Information and/or systems and networks utilized to access IT/OT Technology and for general cyber security. Each report must include a list of the controls that were tested and plans to remediate any findings.

19. Auditing. Company retains the right to periodically audit the security policies, practices and standards of Contractor as pertains to the Products/Services, security of Information, or access to Company IT/OT Technology. Contractor shall provide reasonable resources in support of performance of the review at no cost to Company.

20. Obligations Regarding Subcontractors, Agents, and Representatives. Contractor shall not provide Information or access rights to Information to any subcontractor or other third party without the express, advance written consent of Company (including as may be provided in the Contract) (each such subcontractor or third party as to which Company so consents, an "approved subcontractor"). Before Contractor discloses or otherwise provides access to Information to any approved subcontractor, Service Contractor agrees to ensure that all subcontractors, agents, and representatives involved in the performance of Contractor's obligations under the Agreement or any other contracts, service agreements, or other arrangements with Company are required to comply with all terms and conditions and

requirements of this Agreement in the same manner as Contractor. Contractor shall be liable to Company for any breaches of this Agreement by any approved subcontractor, including any subcontractors, agents, and representatives. Company's approval of any approved subcontractor shall not relieve Contractor of its obligations under the Agreement and the requirements of these Security Terms. Contractor shall remain fully responsible for the performance of each approved subcontractor and its employees and for their compliance with all of the terms and conditions and requirements of the Agreement and these Security Terms as if they were Contractor's own employees.

21. Indemnification. Without limitation of any indemnification obligations set forth in the contractual arrangement(s) under which Contractor provides Products/Services to Company, Contractor hereby agrees to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees and agents, from and against any and all claims and losses, including without limitation actions by the Federal Trade Commission, other regulator and/or attorneys general and private claims, where such claims arise out of a Security Incident caused by Contractor's (including any approved subcontractor's) negligence, willful misconduct, or failure to comply with the terms of this Agreement. Company expressly reserves the sole right, at Company's option, to control the defense and/or settlement of any such claim and, in such event, in addition to Contractor's other obligations in this Section, Contractor agrees to assist Company, at Contractor's expense, in the defense of any such claim.
22. Limitation of Liability. CONTRACTOR'S PAYMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND DAMAGES AND LOSSES ARISING FROM CONTRACTOR'S NON-COMPLIANCE WITH THIS AGREEMENT, ARE NOT DISCLAIMED OR CAPPED BY ANY LIMITATION OR DISCLAIMERS OF LIABILITIES SET FORTH IN ANY OTHER AGREEMENT, CONTRACT, SCOPE, OR STATEMENT OF WORK BETWEEN CONTRACTOR AND COMPANY.
23. Survival. The obligations of Contractor set forth above in these IT and OT Security Terms shall survive any expiration or termination of the Contract and shall remain in place for as long as any Information remains in Contractor's possession, custody, or control (including in the possession, custody, or control of any approved subcontractor).

EXHIBIT D
NERC CIP REQUIREMENTS

1. Certain Defined Terms and Interpretative Guidelines. Capitalized terms used in this Exhibit D that are not defined in the Agreement or this Exhibit D shall have the meaning assigned to them in the North American Electric Reliability Corporation (“NERC”) Glossary of Terms Used in Reliability Standards, as amended, supplemented or modified from time to time (the “NERC Glossary”) or information associated therewith. All references in this Exhibit D to applicable laws, regulations or standards include any amendments, updated versions, supplements or modifications thereto that may be effective from time to time.

2. Personnel Risk Assessments.

(a) Contractor agrees that each of its employees, subcontractors or other persons that perform any portion of the Services with respect to (i) Company’s BES Assets and BES Cyber Systems, including associated BES Cyber Assets, (ii) Company’s Cyber Assets used in access control and monitoring of Company’s Electronic Security Perimeter(s), (iii) Company’s Cyber Assets that authorize or log access to Company’s Physical Security Perimeter(s) or (iv) any information relating to Company’s BES Cyber Systems or BES Cyber Assets (collectively, “NERC CIP Assets and Information”) (each, a “NERC CIP Asset Worker”) shall be subject to the provisions of this Exhibit D, including, without limitation, this Section 2.

(b) Contractor shall permit, and Contractor shall cause each NERC CIP Asset Worker to permit, Company to conduct, or cause to be conducted, a Personnel Risk Assessment (“PRA”) in accordance with the NERC Critical Infrastructure Protection (“CIP”) reliability standard CIP-004 R3 and any similar standards that have been promulgated by a NERC-designated Regional Entity for NERC CIP Asset Workers. Each such PRA shall be conducted in accordance with Company’s Personnel Risk Assessment Program. NERC CIP Asset Workers shall be deemed Contractor Parties pursuant to the Agreement. Company shall inform Contractor when a PRA is necessary but shall not be obligated to identify any of Company’s NERC CIP Assets and Information.

(c) Contractor understands and agrees each NERC CIP Asset Worker will be ineligible to perform any portion of the Services involving Company’s NERC CIP Assets and Information until Company has provided Contractor with notice that such NERC CIP Asset Worker has been deemed eligible for such access in accordance with this Section 2(c). Prior to any NERC CIP Asset Worker’s access to Company’s NERC CIP Assets and Information, Company shall complete or have completed a PRA with respect to each such NERC CIP Asset Worker. If any NERC CIP Asset Worker is deemed ineligible for access as a result of any such PRA, (i) neither Company nor Contractor shall grant such NERC CIP Asset Worker any access to Company’s NERC CIP Assets and Information and (ii) such NERC CIP Asset Worker shall be prohibited from performing any portion of the Services. Contractor understands and agrees that (A) it is solely and exclusively Contractor’s obligation to provide sufficient personnel who are eligible to perform the Services in accordance with the terms hereof, and (B) Contractor shall bear the responsibility for any Services that is not completed fully and on a timely basis including, without limitation, any Services that is not completed fully and on a timely basis as a result of Contractor’s failure to provide sufficient personnel who are eligible to perform the Services in accordance with the terms hereof.

(d) Contractor shall continually evaluate each NERC CIP Asset Worker’s reliability trustworthiness and qualifications to perform Services related to Company’s NERC CIP Assets and Information and immediately inform Company (per the contact information in Section 4 and the Company Supervisor identified in Exhibit A) if Contractor believes such access should be revoked

based upon such evaluation; for purposes of this Section 2(d) “immediately” means within eight (8) hours from when Contractor believes such access should be revoked based upon the aforesaid evaluation. Only Company will conduct an updated PRA with respect to each NERC CIP Asset Worker at least once every three (3) years after the initial PRA, and more often (i) if Contractor or Company discovers or has reason to suspect the existence of any information that would warrant such an updated PRA, (ii) at the reasonable discretion of Company or (iii) as required by the NERC CIP reliability standards or any similar standards promulgated by a NERC-designated Regional Entity. In each of the foregoing circumstances, Contractor shall permit, and shall cause each NERC CIP Asset Worker to permit, Company to complete, or cause to be completed, such an updated PRA.

3. Worker Training.

(a) Contractor shall require that each NERC CIP Asset Worker (i) be trained in accordance with Company’s NERC Cyber Security training program(s) and such additional training programs required by Company prior to performing, or during the performance of, any portion of the Services, and (ii) receive updated training in accordance with such programs on at least an annual basis, and more often at the request of Company or as required by the NERC CIP reliability standards or any similar standards promulgated by any NERC-designated Regional Entity. Contractor agrees to comply with reasonable Company requests related to the delivery and monitoring of training and information dissemination to NERC CIP Asset Workers, as required by Company from time to time.

(b) Contractor understands and agrees each NERC CIP Asset Worker will be ineligible to perform any portion of the Services involving Company’s NERC CIP Assets and Information and the NERC CIP Asset Worker will not have access to Company’s NERC CIP Assets until the NERC CIP Asset Worker has completed the training required by subsection (a) herein. Contractor understands and agrees that (i) it is solely and exclusively Contractor’s obligation to provide sufficient personnel who have taken the necessary training to perform the Services in accordance with the terms hereof, and (ii) Contractor shall bear the responsibility for any Services that is not completed fully and on a timely basis including, without limitation, any Services that is not completed fully and on a timely basis as a result of Contractor’s failure to provide sufficient personnel with the necessary training to perform the Services in accordance with the terms hereof.

4. Obligations Regarding Terminated Workers or Reassignment. In the event that (a) the employment relationship between Contractor and any NERC CIP Asset Worker of Contractor ends for any reason, (b) any NERC CIP Asset Worker is reassigned or transferred to a position that results in a change in the need for authorized electronic access to individual accounts and/or authorized unescorted physical access, or (c) Contractor for any reason determines that any NERC CIP Asset Worker will no longer perform any portion of the Services, Contractor shall, immediately at the time of such termination, transfer, reassignment or determination, notify Company by live communication (voice mail is not acceptable) with Company’s NERC compliance representative for this Agreement:

For Company:

1. Company Supervisor – See Contact Information identified in Exhibit A
2. Manager – NERC & FERC Compliance

Phone: 610-774-3666

Email: EUNERCCOMP@pplweb.com

Alternate Contact for Company:

610-774-7777 (Help Center line) and PPL Corporate Security: 610-774-5296

For purposes of this Section 4, “immediately” means within eight (8) hours from when Contractor determines that any NERC CIP Asset Worker will no longer perform any portion of the Services. Company can change the foregoing recipients of such notice upon delivering written notice thereof to Contractor. In each case, Contractor shall (x) instruct each such Company contact to take appropriate actions to remove such NERC CIP Asset Worker’s access to Company’s NERC CIP Assets and Information, and (y) inform each such Company contact of the effective time of any of the events described in clauses (a), (b), and (c) of this Section 4. Contractor shall immediately collect from such NERC CIP Asset Worker any documents, security tokens, work product, or other Company property and return all such items to a Company representative. Contractor represents and warrants that there are no electronic or physical Contractor-maintained designated storage locations for BES Cyber System Information.

5. Compliance with Applicable Policies and Procedures. Contractor shall, and shall cause each NERC CIP Asset worker to, review and comply with all applicable NERC Standards, and all Company policies and procedures (in their current form, and as they may be modified from time to time) that Company deems necessary for Contractor to follow, and that Company identifies and makes available to Contractor sufficiently in advance of the Services to which the policy or procedure applies so as to allow Contractor and the NERC CIP Asset Worker to review and understand the requirements. Contractor will ensure that each NERC CIP Asset Worker understands and is familiar with the same.

6. Confidentiality. Notwithstanding any other applicable confidentiality provisions in the Agreement, the following provisions of this Section 6 shall apply with respect to Company’s NERC CIP Assets and Information, including, without limitation, confidential information relating to the reliability or operability of the BES and information generated or otherwise developed by Contractor in connection with its performance of the Services that constitutes or is otherwise related to Company’s NERC CIP Assets and Information (collectively, “BES Cyber Security Information” or “BCSI”, previously labeled as “Confidential CIP Asset Information” or “CCAI”). Contractor shall not disclose any BES Cyber Security Information to any person or entity, except that Contractor may disclose BCSI to a NERC CIP Asset Worker if Contractor and such NERC CIP Asset Worker have complied with all conditions set forth in this Exhibit D. Contractor and any of its NERC CIP Asset Workers in possession of BCSI, in physical or electronic form, must agree to all of Company’s policies relating to such BCSI that have been provided to Contractor. Contractor will provide notification by contacting Company’s NERC Compliance representative for this Agreement immediately upon becoming aware that it has disclosed any BCSI in violation of this Section 6. Contractor shall ensure that each of its NERC CIP Asset Workers understands and complies with the requirements to protect BCSI from inappropriate disclosure as set forth in this Section 6. Notwithstanding anything to the contrary in the Agreement, with respect to any BCSI, the restrictions set forth in this Section 6 shall remain in effect indefinitely from the date such BCSI was first disclosed to or obtained or discovered by Contractor.

7. Audit. In addition to the audit rights provided to Company in the Agreement, Contractor shall, upon reasonable advance notice from Company, provide Company and its authorized representatives copies of requested documentation or access, during normal business hours and without unreasonably interfering with Contractor’s conduct of its business, to all records and other materials reasonably necessary to enable Company to evaluate Contractor’s compliance with its obligations under this Exhibit D. In the event that Company determines, through a review or audit conducted by Company, that Contractor’s compliance with its obligations under this Exhibit D is deficient, (a) Company may immediately suspend the access of any NERC CIP Asset Workers to Company’s NERC CIP Assets and Information, and (b) Company may provide written notice of

such deficiency determination to Contractor (a “Deficiency Notice”). In the event that Company delivers a Deficiency Notice to Contractor in accordance with the immediately preceding sentence and Contractor fails to cure the deficiency to Company’s satisfaction within ten (10) days after its receipt of such a Deficiency Notice, Company shall have the right, but not the obligation, to terminate the Agreement.

8. Subcontractors. Contractor shall be responsible for ensuring any duly approved Subcontractor’s compliance with the terms and conditions of this Exhibit D, including, without limitation, making any such Subcontractor available to Company for Company to perform a PRA on such subcontractor prior to such Subcontractor’s performance of any portion of the Services.

9. Precedence of Terms. In the event of any conflict between the terms of this Exhibit D and the other terms of the Agreement, with respect to compliance with NERC Critical Infrastructure Standards, the terms of this Exhibit D shall govern.

10. Indemnification.

(a) Without limitation of any indemnification obligations set forth in the Agreement, Contractor hereby agrees to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees and agents, from and against any and all Claims and Losses, including damages, of Company and any Person, including without limitation damages, fines, penalties, judgments, assessments, damages, treble damages, punitive damages, costs, interest or any other sums arising from or in any manner relating to any act or omission of any Contractor Party that results in any Claims against Company by any Governmental Authority or any Person arising, directly or indirectly, from Contractor’s failure to comply with the terms, conditions, and requirements of this Exhibit D and such Losses shall include, but not be limited to, Company’s costs and expenses to investigate, respond to, litigate, defend, or otherwise address any Claims by any Governmental Authority.

(b) Contractor’s duty to defend arising under this Section 10 shall be with counsel reasonably acceptable to Company, and Contractor shall cause such counsel to consult with Company on all major decisions relating to Claims. Company expressly reserves the sole right, at Company’s option, to control the defense and/or settlement of any such Claim and, in such event, in addition to Contractor’s other obligations in this Section 10, Contractor agrees to assist Company, at Contractor’s expense, in the defense of any such Claim. Contractor shall not, without the prior written consent of each applicable Company Indemnitee, settle or compromise, or permit a default judgment or a consent to entry of any judgment with respect to, any Claim for which Contractor has indemnification obligations under this Section 10, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of each applicable Company Indemnitee with respect to all liability related to such Claim. Contractor’s monetary obligations under this Section 10 shall not be limited to the amount of insurance coverage carried or required to be carried by Contractor under this Agreement or limited in any way by any limitation on the amount or type of Losses, compensation or benefits payable by or for Contractor or any Subcontractor or Company or any of its Affiliates under any insurance policy or workers’ or workmen’s compensation acts, disability benefits acts or other employee benefit acts.

(c) Contractor expressly acknowledges that the Parties are contractually allocating the risks described in Section 10(a) to Contractor. It is the intent of Section 10(a) to absolve and protect Company from any and all Losses arising in whole or in part out of any alleged active, passive, or concurrent negligence, including gross negligence, of Company, Company Parties, or Company Indemnitees. The defense and indemnity provided in this Section 10 shall survive the expiration or

termination of this Agreement, including to the extent third party liability arises after performance of this Agreement.

11. NO LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT OR ANY EXHIBIT OR OTHER ATTACHMENT TO THE CONTRARY, CONTRACTOR'S PAYMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS EXHIBIT D, AND DAMAGES AND LOSSES ARISING FROM CONTRACTOR'S NON-COMPLIANCE WITH THIS EXHIBIT D, ARE NOT DISCLAIMED OR CAPPED BY ANY LIMITATION OR DISCLAIMERS OF LIABILITIES SET FORTH IN THE AGREEMENT OR ANY OTHER EXHIBIT OR ATTACHMENT TO THE AGREEMENT.