

REDACTED SERVICES AGREEMENT

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ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect for [REDACTED] unless earlier terminated pursuant to the terms and conditions of this Agreement.

[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 3 – STATEMENTS OF WORK

National Grid shall notify [REDACTED] on each occasion that it wishes [REDACTED] to undertake specific services under this Agreement and, if [REDACTED] agrees to undertake such services, the Parties shall prepare and execute an individual statement of work (each a “Statement of Work”).

[REDACTED] Each Statement of Work executed by the Parties shall be a material addendum to this Agreement and the provisions of this Agreement shall apply thereto. [REDACTED] hereby agrees to perform the Services and the Deliverables specified in each Statement of Work, in accordance with the terms and conditions of this Agreement.

ARTICLE 4 – TIMING OF PROJECT

The Services to be performed by [REDACTED] under a Statement of Work shall commence and conclude on the dates specified in that Statement of Work, unless the Statement of Work is earlier terminated in accordance with the terms and conditions of this Agreement.

For the avoidance of doubt, if a Statement of Work is terminated by either Party in accordance with the termination provisions of this Agreement:

- (a) any other Statement of Works currently in effect under this Agreement shall continue in full force and effect until they expire or are terminated under this Agreement; and
- (b) this Agreement (excluding the terminated Statement of Work) shall continue in full force and effect until its expiration or earlier termination.

ARTICLE 5 – PROJECT COSTS

[REDACTED]

ARTICLE 6 – INVOICING & PAYMENTS

[REDACTED]

Unless otherwise directed by National Grid, each invoice must include the relevant National Grid Purchase Order Number and the National Grid Project ID. [REDACTED] shall not be entitled to invoice, nor receive payment from, National Grid, in relation to any amounts under any invoice, unless the invoice contains all information required by National Grid. If there is any deficiency in the information provided, National Grid may request that [REDACTED] re-issue its invoice and accompanying information to correct the deficiency and enable processing of payment of the deficient portion of the invoice.

ARTICLE 8 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

National Grid: [REDACTED]
National Grid USA Service Company, Inc. [REDACTED]
40 Sylvan Road [REDACTED]
Waltham, MA 02451 [REDACTED]
[REDACTED] [REDACTED]

ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 10 – SEVERAL LIABILITY

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

ARTICLE 11 - CONTRACT DOCUMENTS

The following documents, including all exhibits or attachments thereto, are incorporated into this Agreement by reference as if fully set forth herein. All documents below, referred to collectively and individually as the “Contract Documents” or “Agreement”, are intended to be complementary and contain the entire agreement between the Parties with respect to its subject matter and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, with respect thereto.

[REDACTED] Services Agreement
National Grid USA Service Company, Inc.

[REDACTED]
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In the event of any conflict or inconsistency between the documents that comprise this Agreement, provisions shall govern in the following descending order of precedence: (i) the main body of this Agreement including the Terms and Conditions; (ii) the Exhibits to this Agreement, other than the Statement(s) of Work; and (iii) a Statement of Work.

1. [REDACTED] Services Agreement – Front End
2. Exhibit A –Terms & Conditions for Consulting Services Form 00400 [REDACTED] (“Terms & Conditions”)
3. Exhibit B – Statement of Work
4. Exhibit C – Background Check Requirements – National Grid Level 2
5. Exhibit D – Governance Exhibit
6. Exhibit E– [REDACTED]
7. Exhibit F – [REDACTED]
8. Exhibit G – Change Control Process
9. Exhibit H – National Grid Contractor Safety Requirements and Supplier Code of Conduct
10. Exhibit I - [REDACTED]
11. Exhibit J – [REDACTED]

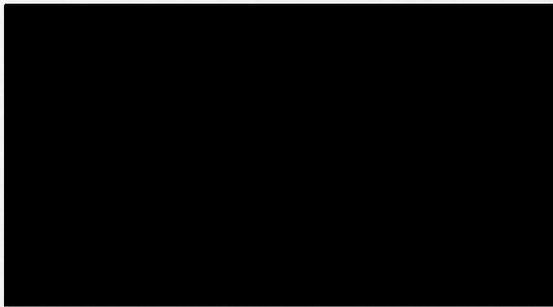
In the event of any inconsistency between the terms in a Statement of Work and the terms of this Agreement, the terms of this Agreement shall apply, to the extent of the inconsistency.

ARTICLE 12 - ENTIRE AGREEMENT

12.1 This Agreement, including all Contract Documents, constitutes the entire agreement between National Grid and [REDACTED] with respect to the Project and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives on the day and year set forth above:



IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives on the day and year set forth above:

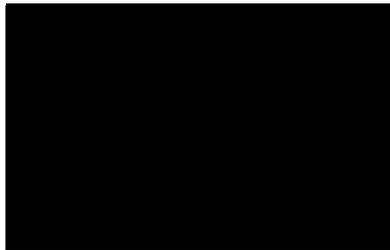




EXHIBIT A
TERMS AND
CONDITIONS
FOR
SERVICE FIRM
PURCHASE ORDERS

Services Agreement

Form 00300

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1.0 DEFINITIONS

For purposes of these Terms and Conditions and as used in the purchase order or Agreement incorporating these Terms and Conditions, the following commonly used terms, wherever used with initial capitalization, whether in the singular or the plural, are defined as follows:

- 1.1 “Affiliate” means any entity Controlled by, Controlling, or under common Control with an entity.
- 1.2 “Agreement” means the form of agreement document executed by National Grid and [REDACTED] setting out, among other things, the parties and the term. Where no such form of agreement document is entered into, the Agreement shall be the purchase order issued to [REDACTED] by National Grid which refers expressly to these Terms and Conditions. For the avoidance of doubt, a notification by National Grid to [REDACTED] of the award of a contract shall not constitute an Agreement and shall not create any contract between National Grid and [REDACTED]. For the further avoidance of doubt, where a purchase order and a formal form of agreement document are issued by National Grid, then the formal form of agreement document shall take precedence and no contract shall be formed until that form of agreement document has been executed by both parties.
- 1.3 “CIP” means Critical Infrastructure Protection as defined in the contract document that contains the NERC reliability standards.
- 1.4 “National Grid” means National Grid USA Service Company, Inc. and/or one or more of its Affiliates, successors and assigns identified in the Agreement.
- 1.5 “Contract Administrator” means National Grid’s representative(s) designated to direct, inspect and coordinate the performance and delivery of the Work.
- 1.6 “Contract Documents” means all documents identified as such in the Agreement.
- 1.7 “Contract Number” means the SAP numeric associated with the Agreement.
- 1.8 “[REDACTED]” means the business entity named in the Agreement as the Party furnishing Work to National Grid, and, if authorized by National Grid, [REDACTED] successors and assigns.
- 1.9 “Control” (including with correlative meanings, the terms “Controlling,” “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 an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise, provided, however, that beneficial ownership of 50% or more of the voting equity interests of an entity shall be deemed to be Control.
- 1.10 “Critical Asset” means facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the Bulk Electric System (as defined by FERC).
- 1.11 “Critical Cyber Assets” mean Cyber Assets that are essential to the reliable operation of Critical Assets.
- 1.12 “Cyber Assets” means programmable electronic devices and communication networks including hardware, software, and data.

[REDACTED]

1.13 "Day" means a calendar day, except that if an obligation of the Agreement falls due on a Saturday, Sunday or legal holiday in the jurisdiction where the Site is located such obligation shall be due the next regular working day.

1.14 "Deliverable" has the meaning given to it in Section 30.6

1.15 "Dollars" and "\$" means United States of America dollars.

1.16 [REDACTED]

1.17 [REDACTED]

1.18 [REDACTED]

1.19 "Goods" means the goods to be provided in accordance with the Agreement specifications.

1.20 "HUBZone Small Business Concern" means a Small Business Concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

1.21 "Indemnified Parties" means National Grid, its Affiliates, and their officers, directors, employees, agents, successors and assigns, and any third party that National Grid or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for Work and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the Work and Services performed under or in connection with this Agreement.

1.22 "Insured Parties" means National Grid or Owner, its Affiliates, and their officers, directors, employees, agents, successors and assigns and any third party that National Grid or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for operations, Work, and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the operations, Work, and Services performed under or in connection with this Agreement.

1.23 "ISNetworld" and "ISN" mean the fee-based third party services contracted by National Grid to receive, store, manage and maintain various records for National Grid related to [REDACTED] safety and vendor On-boarding.

1.24 [REDACTED]

1.25 "NERC" means the North American Electric Reliability Corporation.

[REDACTED]

1.26 "Non-Conformity" means: the failure of any Deliverable to be reasonably acceptable to National Grid, in all material respects.

1.27 [REDACTED]

1.28 [REDACTED]

1.29 "Party" means either National Grid or [REDACTED] and any reference to "Parties" shall mean National Grid and [REDACTED]

1.30 "Physical Security Perimeter" means the physical completely enclosed ("six-wall") border surrounding computer rooms, telecommunications rooms, operations centers, and other locations in which Critical Cyber Assets are housed and for which access is controlled.

1.31 "Prohibited Act" means:

1.31.1 offering, giving or agreeing to give to National Grid, any of its Affiliates, or any persons associated with it or them including its or their officers, employees or agents, any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Agreement or any other contract with National Grid or any of its Affiliates; or (ii) for showing or not showing favor or disfavor to any person in relation to the Agreement or any other contract with National Grid or any of its Affiliates;

1.31.2 entering into the Agreement or any other contract with National Grid, any of its Affiliates, or any persons associated with it or them where a commission has been paid or has been agreed to be paid by [REDACTED] or on its behalf, or to its knowledge, unless, before the relevant contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to National Grid;

1.31.3 committing any offense: (i) under the United Kingdom's Bribery Act 2010 (or engaging in any activity, practice or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (ii) under legislation creating offenses in respect of fraudulent acts, or (iii) at common law in respect of fraudulent acts in relation to the Agreement or any other contract with National Grid or any of its Affiliates;

1.31.4 engaging in any activity, practice or conduct which does not comply with National Grid's anti-bribery and anti-corruption policies as notified in writing to [REDACTED] from time to time by or on behalf of National Grid;

1.31.5 doing, or omitting to do, any act that will cause or lead National Grid or any of its Affiliates to be in breach of the Bribery Act 2010 and/or the policies referred to in Section 1.31.4 above; or

1.31.6 defrauding, attempting to defraud or conspiring to defraud National Grid or any of its Affiliates.

1.25 "Project" means [REDACTED]

[REDACTED]

- 1.26 "Purchase Order" means the serially numbered document issued by the Owner for accounting purposes. Purchase Order numbers should be referenced by [REDACTED] for invoicing purposes.
- 1.27 "Purchase Order Number" means the number identified as such in the Agreement which may be used for National Grid's internal accounting and document tracking.
- 1.28 [REDACTED]
- 1.29 [REDACTED]
- 1.30 "Service-Disabled Veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
- 1.31 "Service-Disabled Veteran-Owned Small Business Concern" means a Small Business Concern not less than 51 percent of which is owned by one or more Service-Disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Service-Disabled Veterans; and the management and daily business operations of which are controlled by one or more Service-Disabled Veterans or, in the case of a Service-Disabled Veterans with permanent and severe disability, the spouse or permanent caregiver of such veteran
- 1.32 "Services" means all the labor and other services provided by [REDACTED] in connection with the Agreement.
- 1.33 "Site" means the geographical location or facility where the Work will be performed.
- 1.34 "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 1.35 "Small Disadvantaged Business Concern" means a Small Business Concern that represents, as part of its offer, that it has received certification as a Small Disadvantaged Business Concern consistent with 13 CFR part 124, Subpart B; and that no material change in disadvantaged ownership and control has occurred since its certification.
- 1.36 "Statement of Work" means any statement of work entered into by the Parties and attached as a schedule to this Agreement, including any attachments to a Statement of Work.
- 1.37 "Subcontractor" means any organization, firm or individual, regardless of tier, which [REDACTED] retains during the term of the Agreement to provide Goods or Services in connection with the Agreement.
- 1.38 "Supplemental Conditions" means those terms and conditions, if included in the Agreement, which add to or modify other Contract Documents and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and any other Contract Document, the Supplemental Conditions shall prevail.
- 1.39 "Use" means to load, execute, compile, manipulate, process, store, purge, transmit, receive, display, anywhere in the world, provided that such modification, adaptation, translation and enhancement does not materially alter the content.
- 1.40 [REDACTED]

- 1.41 “Veteran-Owned Small Business Concern” means a Small Business Concern not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.
- 1.42 “Women-Owned Small Business Concern” means a Small Business Concern that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- 1.43 “Work” means all operations, duties, responsibilities, and obligations to be performed by [REDACTED] as specified, stated, indicated or implied, whether temporary or permanent, by the Agreement including, but not limited to, the provision of Services.

2.0 SCOPE OF WORK

- 2.1 [REDACTED] shall perform all the Work and Services and do all that is necessary to complete its portion of the Project in accordance with the Agreement (including all Contract Documents and any attached schedules, exhibits and appendices which are incorporated by reference), and in accordance with all applicable permits, Federal, state, and local engineering, construction, safety, environmental, building and electrical codes, standards, directives, requirements, rules, regulations, laws and ordinances (whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed). [REDACTED] is, and shall at all times remain, an independent contractor.
- 2.2 [REDACTED] shall furnish all necessary management, technical, and other personnel reasonably necessary for the timely prosecution of the Work to National Grid’s satisfaction.

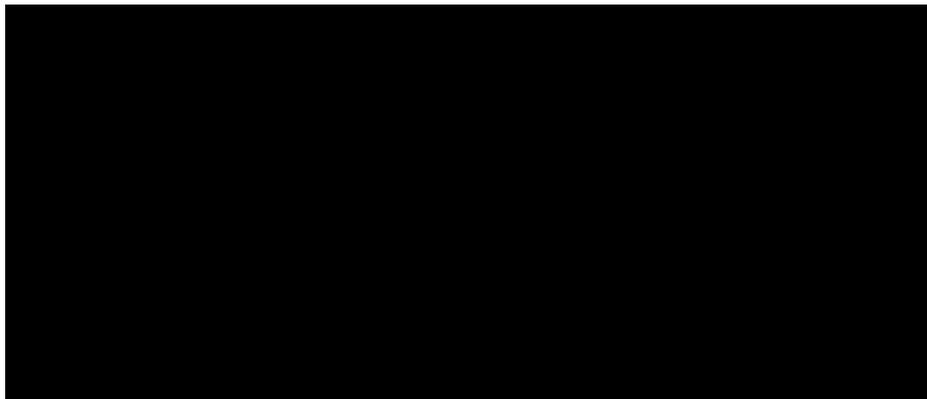
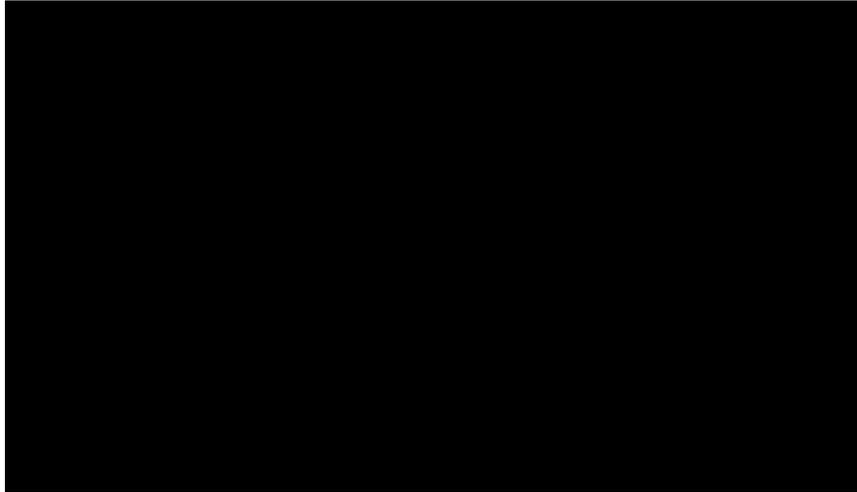
3.0 CONTRACTOR PERSONNEL

- 3.1 [REDACTED] shall, and shall require its Subcontractors to comply with National Grid’s background check requirements as defined in National Grid’s policies and procedures set forth in this Agreement and as may be amended from time to time.
- 3.2 In the event of [REDACTED] non-compliance with any or all of these background-check requirements, National Grid may cancel the Agreement for its convenience pursuant to the termination provisions contained in the Agreement except that in no event shall National Grid or its Affiliates be liable for any termination cost/charges to [REDACTED] beyond compensation for Work performed up to the date of such cancellation.
- 3.3 [REDACTED] shall be wholly and solely responsible for all acts of its personnel while engaged in the Work. Any criminal acts, including but not limited to terrorism affecting property and/or personnel of National Grid or its Affiliates, [REDACTED] or third parties shall be considered grounds for finding [REDACTED] in default and terminating the Agreement for cause in accordance with Section 21.1, in addition to all other rights and remedies available to National Grid and its Affiliates under applicable law.

4.0 [REDACTED]

[REDACTED]

[REDACTED]



5.0 GOVERNANCE

5.1 The Parties agree that governance of the relationship of the Parties under this Agreement, [REDACTED] will be conducted in accordance with the governance model set forth in the Governance Exhibit attached hereto as Exhibit D.

5.2 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Terms and Conditions for Services, [REDACTED]

6.0 STATEMENTS OF WORK

6.1 [REDACTED] shall provide Services and Deliverables as set forth in Statements of Work. No Statement of Work shall be effective unless executed by duly authorized Representatives of both parties. The term of each Statement of Work shall be as set forth in that document or, if no term is specified, shall commence on the Parties' full execution of the Statement of Work and terminate when [REDACTED] has successfully provided all the Services described in that Statement of Work. [REDACTED]

7.0 TIME OF PERFORMANCE

7.1 [REDACTED] shall perform the Work in accordance with the schedule agreed to by the Parties. Once commenced the Work shall be prosecuted continuously to completion unless otherwise agreed to by National Grid. [REDACTED] shall notify National Grid orally and then in writing of any anticipated delays; however, such notification shall not relieve [REDACTED] of any of its obligations or affect any of National Grid's available remedies.

7.2 [REDACTED] shall maintain a labor force of sufficient size and competence to conform to and complete all Work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by National Grid.

7.3 [REDACTED]

7.4 Time of performance is of the essence. [REDACTED]

[REDACTED]

7.5 [REDACTED]

7.6 [REDACTED]

7.7 [REDACTED]

[REDACTED]

sound professional practices and procedures in the consulting industry; 4) that all Work shall be free from defects in design, workmanship, and materials of any kind, for a period of [REDACTED]; 5) no Work shall infringe or violate the intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which [REDACTED] may be bound; and 6) if any equipment is installed by [REDACTED] in connection with the Services, all such equipment is installed to meet current OSHA regulations. Items of materials, equipment or otherwise shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the Agreement without National Grid's prior written approval. National Grid's decision on item equality shall be final and binding.

11.2 If the Work provided by [REDACTED] or its Subcontractors fails to conform to the warranties set forth above, as National Grid's sole remedy (in addition to its right to indemnification hereunder), shall be for [REDACTED] to, at its sole expense and at National Grid's option, promptly: 1) re-perform the nonconforming Work; or 2) refund the amount of money paid by National Grid for such nonconforming Work. National Grid may require [REDACTED] to use overtime work at no cost to National Grid if such additional effort will shorten the time the Work is nonconforming. All warranty Work performed by [REDACTED] shall be scheduled by and at times acceptable to National Grid. If any warranty work is provided, [REDACTED] warranties shall recommence upon National Grid's acceptance of such repaired, re-performed, cured, or replaced Work and shall be in effect for the duration of the warranty period or for [REDACTED] after completion of the warranty work, whichever is later. The terms of this section shall survive termination of the Agreement and shall survive delivery, inspection, tests, acceptance, and use of the Work.

11.3 [REDACTED]

11.4 If there are [REDACTED] personnel at a National Grid Site, in the event that National Grid believes, in its sole judgment, that any of [REDACTED] personnel are objectionable, National Grid shall so notify [REDACTED] whereupon [REDACTED] shall promptly investigate and take appropriate corrective action including, where requested by National Grid, removal of such personnel and replacement with personnel acceptable to National Grid, provided such removal and replacement does not conflict with relevant Laws. Whenever required by law, regulations, or code, or any applicable governmental approval, [REDACTED] shall employ only licensed and properly trained personnel in the performance of the Work. [REDACTED] and all Subcontractors shall have full responsibility for all employees employed on or in connection with the Project and shall employ only such employees who shall cooperate with all other individuals working at the Site.

11.5 [REDACTED] represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Work and the Project to insure that they are sufficient to properly complete the Work; all relevant plans, surveys, measurements, dimensions, calculations, and estimates to be sure that they contain no errors or inaccuracies; the nature and location of the Work, the character of equipment, materials and facilities needed preliminary to and during the prosecution of the Work; the general and local conditions (including environmental conditions and labor relations); and all other matters which can in any way affect the Project and the Work and its cost under the Agreement. National Grid assumes no responsibility whatsoever for ascertaining for [REDACTED] any facts which [REDACTED] could have ascertained for itself through such investigation. [REDACTED] shall notify its Subcontractors of the requirements of this Section 11.5. Lack of knowledge of any of the foregoing matters shall not constitute an excuse for delay or failure of performance under the Agreement, nor shall it justify any increase in the price as determined under the Agreement. [REDACTED] hereby represents that it has all information and documentation with respect to equipment, materials, facilities or any other matters which are or will be necessary to enable [REDACTED] to safely and reliably perform the Work. [REDACTED]

[REDACTED]

- 11.6 [REDACTED] hereby acknowledges and agrees that National Grid will only be responsible for providing such materials and services as are expressly indicated to be National Grid's responsibility in the Statement of Work, if any.
- 11.7 Instructions or explanations given by the Contract Administrator or National Grid to [REDACTED] to complete, clarify or give proper effect to the Statements of Work, if any, will be deemed a part of the Statement of Work. If there is any doubt as to the meaning of any portion or portions of the Statement of Work, such documents will be interpreted as calling for the best quality, as to materials, equipment and workmanship capable of being supplied or applied, and any explanation provided by the Contract Administrator's will be final and conclusive.
- 11.8 [REDACTED] shall obtain from each Subcontractor, and extend to National Grid for its benefit, warranties for all Work performed or supplied by such Subcontractor, substantially identical to the warranties [REDACTED] is required to provide hereunder. Any such warranties shall be in addition to and shall not be limited by or themselves limit, the warranties of [REDACTED] otherwise provided in the Agreement. [REDACTED] shall deliver to National Grid copies of any Subcontractor's warranties.

12.0 PRICE/PAYMENT

12.1 [REDACTED]

12.2 [REDACTED]
[REDACTED] Payment shall not relieve [REDACTED] from any responsibilities or obligations under the Agreement, nor shall National Grid's payment constitute acceptance or a waiver of any claim arising hereunder. No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments.

12.3 National Grid will make all payments hereunder via [REDACTED]

12.4 [REDACTED] shall submit invoice(s) in accordance with the Agreement. Each invoice shall reference National Grid's Purchase Order Number. Such invoice(s) shall include cost breakdowns and schedule of performance of Services as specified by National Grid. In addition to the specific requirements for each payment, [REDACTED] submittal of an invoice shall represent a certification by [REDACTED] that it has complied with all relevant terms of the Agreement, including, without limitation: a) the quality assurance requirements set forth in Section 14.0; b) all scheduling requirements set forth in Section 4.0; c) the safety requirements set forth in Section 19.0; and d) all environmental requirements set forth in Section 44.0.

12.5 National Grid shall, without waiver or limitation of any rights or remedies, be entitled from time to time to deduct from any amounts due or owing [REDACTED] under the Agreement any and all amounts owed by [REDACTED] to National Grid or a National Grid Affiliate, whether or not in connection with the Agreement.

[REDACTED]

13.0 TAXES

- 13.1 The Fee shall include sales, use and similar taxes, unless otherwise provided for in the Agreement. National Grid shall not be responsible for any Federal, state, and/or local, personal property, license, privilege, or other like taxes, which may now or hereafter be applicable to the transactions under the Agreement.
- 13.2 [REDACTED] shall pay or cause to be paid all taxes and employer contributions imposed by present and future Federal, state, and local laws with respect to compensation of employees of [REDACTED] and all interest and penalties payable under such laws as a result of noncompliance therewith, and [REDACTED] shall indemnify and hold harmless the Indemnified Parties from and against any and all claims, liabilities and expenses with respect to the foregoing.
- 13.3 National Grid self-assesses sales taxes. For taxable materials and/or services delivered within each state in which the Work is performed, [REDACTED] shall not include sales tax as per direct payment permit. For the application of sales tax when rendering an invoice, [REDACTED] shall obtain a permit and adhere to the policies set forth in the following web page:

http://www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp

14.0 INSPECTION AND QUALITY ASSURANCE

- 14.1 [REDACTED] shall inspect all Work and make or cause to be made all tests required by the Agreement.
- 14.2 [REDACTED]
- 14.3 [REDACTED]
- 14.4 National Grid shall advise [REDACTED] of errors, or variations from the requirements of the Agreement, and of defects in the Work, but it is expressly agreed that any omission on National Grid's part to advise [REDACTED] of any such errors, variations, or defects or to provide any instructions or explanations shall not give [REDACTED] any right or claim against National Grid, and shall not in any way relieve [REDACTED] from its obligation to provide the Work in accordance with the Agreement.
- 14.5 At any time during the term of the Agreement, National Grid or its designated representative shall be entitled to: (1) conduct and/or witness any test required by the Agreement; (2) otherwise inspect, witness and/or test the Work; (3) review [REDACTED] and Subcontractor's procedures and documents pertaining to inspection, testing or witnessing of tests; and (4) review [REDACTED] and Subcontractor's documents pertaining to the Work. For such purposes National Grid and its representatives shall be provided access to [REDACTED] or Subcontractors' facilities or Work, when and in such manner as National Grid may require upon reasonable advance notice of [REDACTED]. In the event [REDACTED] employs

[REDACTED]

Subcontractors for any part of the Work, [REDACTED] shall require Subcontractors to comply with the provisions of this Section 14.5.

14.6 [REDACTED] shall provide and maintain an examination, inspection and testing system acceptable to National Grid as required by the Agreement. [REDACTED] shall submit to National Grid the results of all such examinations, tests and inspections and shall maintain records of the same and make them available to National Grid.

14.7 In addition to any notice requirements otherwise set forth in the Agreement, [REDACTED] shall give National Grid (a) five days prior written notice of any tests and inspections required by the Agreement, National Grid or its representatives' instructions, laws, regulations or ordinances to be witnessed or approved by National Grid, (b) timely notice of all other tests and inspections, and (c) 48 hours additional notice prior to actual performance of any test or inspection. Inspections by National Grid shall be made promptly, and where practicable at the source of supply.

14.8 All testing and inspections required under the Agreement shall be done in accordance with the Agreement. National Grid may perform technical inspection of the Work as may be set forth more fully in the Statement of Work. The Contract Administrator shall have authority to reject all Work and materials which do not conform to the Agreement and respond to questions which arise in the execution of the Work.

14.9 [REDACTED]

14.10 National Grid shall have the right to inspect all materials, supplies, and equipment that are to be incorporated in the Project and make or cause to be made all tests required by the Agreement. The making of such inspections and tests by National Grid shall not relieve [REDACTED] of its responsibility for inspection and testing.

14.11 If National Grid determines that any Work has not satisfactorily passed any test or inspection or does not meet the requirements of the Agreement or that [REDACTED] has not conducted or has improperly conducted any required test or inspection, National Grid shall have the right, in addition to any other rights set forth in the Agreement, to (1) reject the Work and (2) stop the Work in accordance with Section 21.1.

15.0 DELIVERY AND ACCEPTANCE OF DELIVERABLES

15.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15.3 [REDACTED]

15.4 [REDACTED]

16.0 WITHHOLDING PAYMENT

- 16.1 National Grid may withhold payment, in whole or in part, to the extent and for the time reasonably necessary, in National Grid's sole judgment and discretion, to protect National Grid from loss caused by, but not limited to:
 - 16.1.1 Defective Work not remedied;
 - 16.1.2 Claims filed or reasonable evidence indicating probable filing of claims against National Grid or by National Grid or other parties against [REDACTED];
 - 16.1.3 Failure of [REDACTED] or Subcontractors (of any tier) to make payments properly to Subcontractors (of any tier) or for material or labor or for any taxes due;
 - 16.1.4 Damage to another contractor;
 - 16.1.5 Removal and replacement of condemned Work and/or material;
 - 16.1.6 Incomplete documentation;
 - 16.1.7 Inadequate insurance coverage;
 - 16.1.8 Disputed Work;
 - 16.1.9 Environmental damage caused by or exacerbated by [REDACTED] or any Subcontractor;
 - 16.1.10 Bonding of a [REDACTED] lien

- 16.1.11 Failure of [REDACTED] or any Subcontractor to properly clean up the Site;
- 16.1.12 Damage to utilities caused by [REDACTED] or any Subcontractor;
- 16.1.13 Damage to public or private property caused by [REDACTED] or any Subcontractor; and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16.2 [REDACTED]

[REDACTED]

[REDACTED]

16.3 In addition to the right to delay payment as set forth above, National Grid shall have the right to require that [REDACTED] shall, in any event, take all necessary steps, at its sole cost and expense, to cause any lien filed against National Grid's or its Affiliates' property to be satisfied on the record within ten days from National Grid's notice that such lien has been filed.

17.0 CHANGES TO WORK SCOPE/AGREEMENT CHANGES

- 17.1 No additions to, deletions from, or alterations in the Work and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Agreement shall be made unless first authorized in writing by National Grid. Changes will be made in accordance with the Change Control Process attached hereto as Exhibit G.
- 17.2 If National Grid authorizes a change in the Work which decreases the amount and cost of the Work, such decrease shall not constitute basis for a claim by [REDACTED] for any loss or damages including anticipated profit.
- 17.3 National Grid shall not accept any changes submitted by [REDACTED] pursuant to this Section 17.0 after final payment.
- 17.4 All additional work shall be performed in accordance with the terms and conditions of the Agreement insofar as they are applicable thereto.

18.0 SURVIVAL

18.1 All provisions related to warranty, indemnification, confidentiality and proprietary rights shall expressly survive termination or expiration of the Agreement.

19.0 SAFETY

19.1 [REDACTED] shall be solely responsible and assume all liability for the safety and supervision of its employees and other persons engaged in the Work or on the Site. [REDACTED] shall establish and effectively and continuously implement a safety program that includes both occupational and process safety as applicable. [REDACTED] shall, and shall require its Subcontractors and their employees to comply with all applicable Federal, state and local safety directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including

[REDACTED]

without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time. [REDACTED] shall continually inspect the Project and supervise its personnel to determine and enforce compliance with the above provisions.

19.2 [REDACTED] shall, and shall require its Subcontractors and their employees to comply with National Grid's Safety and applicable Process Safety Requirements and all established Project safety rules as they may be amended from time to time and to take all necessary safety and other precautions to protect property and persons from damage or injury arising out of performance on the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.

19.3 [REDACTED] shall provide adequate safeguards, safety devices and protective equipment and enforce their use and take any other needed actions to protect the life, health and safety of the public and to protect property in connection with its performance on the Project.

20.0 MINIMIZING DISRUPTIONS

20.1 Work shall be performed in a manner which minimizes to the greatest extent possible any disruption to the surrounding landscapes, waterways, communities and the general public.

21.0 TERM/TERMINATION

21.1 Termination for Cause.

21.1.1 [REDACTED]

21.1.2 [REDACTED] shall, at its sole expense, promptly replace and re-execute the defective or deficient Work in accordance with the Agreement.

21.1.3 [REDACTED]

21.1.4 [REDACTED] shall not be entitled to an extension of time by reason of the Work being found defective, deficient or in any way not in accordance with the requirements of the Agreement.

21.1.5 Notwithstanding any other provision of the Agreement, if [REDACTED] (1) fails to prosecute the Work with diligence or has fallen behind the schedule and if in the reasonable opinion of National Grid, fails to take all necessary steps to remedy [REDACTED] failure to prosecute the Work with diligence or to comply with the terms of the schedule; (2) fails to make prompt payment when due to Subcontractors; (3) fails to comply with any of the material terms or conditions of the Agreement; (4) sells or transfers all or substantially all of its assets without National Grid's prior written consent; (5) enters into any voluntary or involuntary bankruptcy proceeding or receivership; (6)

makes a general assignment for the benefit of its creditors; (7) experiences a labor dispute which threatens adversely to affect the progress or cost of the Project hereunder or National Grid's operation; (8) abandons the Work; (9) loses control of the Work from any cause; (10) refuses or neglects to provide sufficient and properly skilled or other labor or sufficient materials of proper quality; or (11) directly or indirectly causes a disruption of the Project, or should its presence result in a disruption of the Project or National Grid's operation, then National Grid shall have the right, without prejudice to any other right or remedy to terminate the Agreement, in whole or part. Such termination shall be effective upon written notice to [REDACTED] setting forth (a) the date of the termination and (b) that [REDACTED] shall immediately discontinue the Work to the extent specified in such notice. National Grid may exercise its right of partial termination under the Agreement any number of times. Notwithstanding the forgoing, if the cause giving rise to termination under this Sub-Section 21.1.5 is capable of cure in National Grid's reasonable opinion, Contractor will have [REDACTED] Days from the receipt of such written notice of termination to so cure. If Contractor is unable to cure within such period, the termination will become effective hereunder.

21.1.6 In the event National Grid terminates all or any part of the Agreement for cause, National Grid may finish the Work or have the Work finished by a third party by whatever method it may deem expedient. National Grid shall not be required to obtain the lowest price for completion of the Work, but may make such reasonable expenditures as may best accomplish such completion; and [REDACTED] shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Fee as determined under the Agreement exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services and all other costs and expenses actually incurred by National Grid as a direct result of the breach and termination, [REDACTED] hereby waives such excess. [REDACTED]

21.1.7 If all or any part of the Agreement is terminated for cause, National Grid shall be entitled, at its option, to (a) retain any Work previously delivered to the Project or paid for by National Grid, (b) require delivery of any Work and/or documents, regardless of their stage of completion which are in [REDACTED] possession or control, (c) reject all or any of the Work, regardless of whether it has been delivered for the Project, provided that any such rejection of delivered Work may only be made pursuant to the acceptance provisions hereof, (d) require [REDACTED] to cooperate with a new contractor for the period of time necessary to familiarize the new contractor with the Project, provided National Grid compensates [REDACTED] for such work at rates reasonably commensurate with those agreed to for the Project and (e) require completion according to the terms of the Agreement of any Work which has not been terminated [REDACTED] shall be required to refund to National Grid any payments theretofore made for rejected Work. National Grid shall be entitled to withhold from any payment otherwise due to [REDACTED] an amount sufficient to protect National Grid from any outstanding or anticipated liens or claims in connection with Work which has not been rejected, provided that such withheld monies shall be paid to [REDACTED] immediately if no lien or claim is made within six (6) months of National Grid's original withholding of such payment [REDACTED] National Grid shall not be liable for any loss or damage (including, but not limited to, special, indirect, incidental, or consequential damages or anticipated profits) incurred by reason of termination for cause of the Agreement.

21.1.8 No amount shall be paid or payable by National Grid for [REDACTED] termination costs including, but not limited to, demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.

21.1.9 All warranties and guarantees, including without limitation those set forth in Section 11.0, shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon [REDACTED]

21.1.10 In the event that a termination by National Grid of all or part of the Agreement for cause, under Section 21.1 is determined to have been made without cause, such termination shall thereafter be treated as termination for convenience under Section 21.2.

21.2 Termination for Convenience.

21.2.1 Notwithstanding any other provision of the Agreement, National Grid may, at its sole discretion, for any reason, upon not less than [REDACTED] written notice to [REDACTED] terminate the Agreement in whole or in part without cause, and such termination shall not constitute a breach of contract. Such termination shall be effective upon the date set forth in the written notice and [REDACTED] unless otherwise directed by National Grid, shall immediately:

- (a) Stop the Work hereunder on the date and to the extent specified in such notice;
- (b) Place no further orders or subcontracts for any part of the Project other than for Work which has not been terminated;
- (c) Terminate, as directed by National Grid, all orders and subcontracts to the extent that they relate to Work which has been terminated;
- (d) Settle, with the approval or ratification of National Grid, to the extent National Grid may require, all outstanding liabilities and claims arising out of [REDACTED] termination of orders and subcontracts pursuant to Section 21.2;
- (e) Deliver to National Grid, as required by National Grid, any or all Work or documents, technical data or other information and materials regardless of their stage of completion, which are in [REDACTED] possession or control;
- (f) Use its best efforts to sell, transfer or otherwise dispose, for National Grid's credit, in the manner, at the times, to the extent and at the prices directed or authorized by National Grid, any or all of the Work, provided that [REDACTED] (a) shall not be required to extend credit to any buyer, and (b) may acquire any such Work upon the same terms as it would be entitled to sell or transfer such Work to a third party;
- (g) Work with a new contractor for the period of time necessary to familiarize the new contractor with the Project, provided National Grid compensates [REDACTED] for such work at rates reasonably commensurate with those agreed to for the Project;
- (h) Complete any Work which has not been terminated pursuant to such notice; and
- (i) Take whatever action may be necessary to preserve and protect the Work and to mitigate [REDACTED] damages in connection with the partial or complete termination of the Agreement, provided National Grid compensates [REDACTED] for such Work at rates reasonably commensurate with those agreed to for the Project.

21.2.2 [REDACTED]

21.2.3 [REDACTED]

[REDACTED]

[REDACTED]

21.2.4 All warranties and guarantees set forth in Section 11.0 shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon [REDACTED]

21.2.5 [REDACTED]

21.2.6 [REDACTED]

21.3 Without prejudice to any other right or remedy it may have under the Agreement, at law and/or in equity and upon providing written notice of such termination to the other Party, either Party may terminate the Agreement without any liability being owed thereby by the terminating Party to the other Party, in the event of the occurrence of any of the following:

21.3.1 Insolvency of the non-terminating Party;

21.3.2 Filing of a voluntary petition in bankruptcy by the non-terminating Party;

21.3.3 Filing of an involuntary petition in bankruptcy against the non-terminating Party;

21.3.4 Appointment of a receiver or trustee for the non-terminating Party; or

21.3.5 Execution by the non-terminating Party of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors.

21.4 In the case of termination of the Agreement, [REDACTED] if notified to do so by National Grid, shall promptly, but in any event no more than [REDACTED] from National Grid's request, remove any part or all of its equipment, material, and supplies, if any, from the Site, failing which National Grid shall have the right to remove such equipment and supplies at the expense of [REDACTED]

21.5 In the case of termination of the Agreement for convenience in accordance with Section 21.2 [REDACTED]

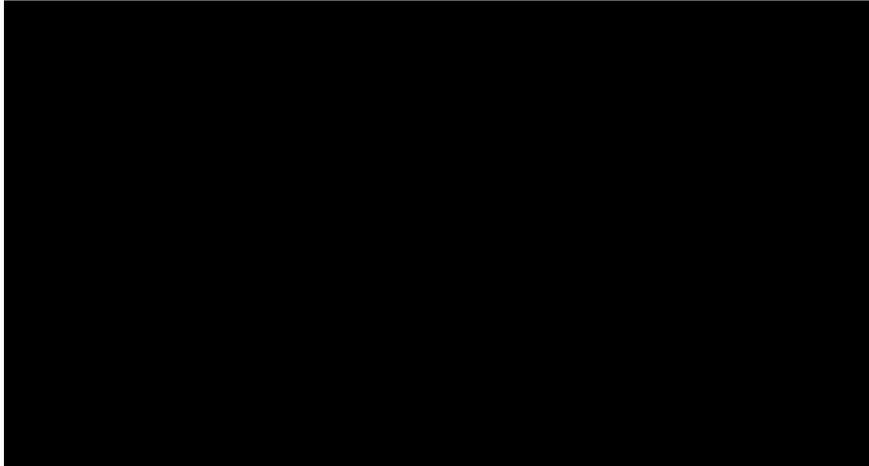
21.6 The Agreement shall become effective when executed by both parties and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein, unless earlier terminated in accordance with Section 21.1 or 21.2.

24.0 FORCE MAJEURE

- 24.1 Any delay of either Party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by National Grid’s or its Affiliates’ employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the Party affected, 2) such events were unforeseeable by the affected Party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) the affected Party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected Party to the other; and 5) the Party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of such notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays. Such extension shall be the sole remedy and compensation for each *force majeure* event. Notwithstanding the foregoing, if the delay continues for more than [REDACTED], National Grid shall have the right to terminate the Agreement under Section 21.2.
- 24.2 The written notice required under Section 24.1 shall be sent by the affected Party within [REDACTED] of the commencement of any such delay and shall specify the nature, cause, date of commencement and anticipated extent of such delay or nonperformance and whether it anticipates that any delays in scheduled delivery or performance will result. Such notice shall be submitted in ample time to permit full investigation and evaluation of any claimed delay or nonperformance. Failure to provide such notice shall constitute a waiver of any claim.
- 24.3 Within [REDACTED] after the termination of any delay occasioned by an event of *force majeure*, the affected Party shall give written notice to the other Party specifying the actual duration and impact of the delay.
- 24.4 Notwithstanding the foregoing, neither [REDACTED] inability to obtain required permits on schedule, nor strikes and/or labor disputes involving [REDACTED] and its Subcontractors’ employees shall be considered a *force majeure* event.
- 24.5 National Grid shall extend the schedule for changes in the Project, as provided in Section 17.0, for *force majeure* events, as provided in Section 24.0, or for suspension of Work, as provided in Section 22.0. Unless pursuant to Sections 17.0 or 22.0, extensions of time shall not be a basis for any increased payment under the Agreement.
- 24.6 [REDACTED] shall give National Grid prompt written notice of any occurrence or conditions which in [REDACTED] opinion entitle it to an extension of time. Such notice shall be submitted in ample time to permit full investigation and evaluation of [REDACTED] claim. Failure to provide such notice shall constitute a waiver by [REDACTED] of any claim.

25.0 LIABILITY AND INDEMNIFICATION

- 25.1 [REDACTED]



- 26.2 Subcontractors. In the event that the [REDACTED] uses subcontractors in connection with the provision of the Services, [REDACTED] shall either provide coverage for the subcontractors under its policies or require all such subcontractors provide the same insurance coverage as shown in Sections 23.1.1, 23.1.2. and 23.1.3.
- 26.3 Certificate(s) of Insurance. Prior to providing the Services, [REDACTED] shall promptly provide National Grid with Certificate(s) of Insurance for all coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202.. [REDACTED] shall provide at least [REDACTED] prior written notice to National Grid in the event of any cancellation or diminution of coverage. Such deductibles or self-insured retentions shall not exceed [REDACTED] unless agreed to by National Grid's Risk & Insurance Department.
- 26.4 Reservation of Rights. If any policy should be canceled before final payment by National Grid to [REDACTED] and [REDACTED] fails immediately to procure other insurance as specified, National Grid reserves the right to procure such insurance and to deduct the cost thereof from any sum due [REDACTED] under the Agreement or to invoice [REDACTED]
- 26.5 Accident Reports. [REDACTED] shall furnish National Grid's Risk & Insurance Department with copies of any accident report(s) sent to [REDACTED] insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 26.6 Full Policy Limits. [REDACTED] represents that it has full policy limits available and shall notify National Grid's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
- 26.7 Indemnification Coordination. Nothing contained in these insurance requirements is to be construed as limiting the extent of [REDACTED] responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving [REDACTED] obligation to indemnify, defend and save harmless National Grid and the Indemnified Parties in accordance with these Terms and Conditions.
- 26.8 Compliance. These requirements are in addition to any other insurance requirements which may be required elsewhere in the Agreement. [REDACTED] shall comply with any governmental and/or site specific insurance requirements even if not stated herein.

27.0 RIGHTS, CLAIMS AND DISPUTES

- 27.1 Any claim which [REDACTED] may have against National Grid arising out of the Work shall be presented in writing to National Grid no later than [REDACTED] days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Agreement provision) which support the claim. [REDACTED] shall furnish any additional information which National Grid may require to enable it to evaluate and decide the claim.
- 27.2 Failure to submit any claim in such [REDACTED] day period shall constitute a waiver on [REDACTED] part for entitlement to either additional reimbursement or additional time for performance under the Agreement.
- 27.3 Any dispute between National Grid and [REDACTED] with respect to the Agreement that cannot be resolved in the normal course by the respective representatives of the Parties, shall be referred to the responsible officers of National Grid and [REDACTED] for resolution. Notwithstanding the existence of a dispute, National Grid shall be obligated to maintain payments not in dispute to [REDACTED] and [REDACTED] shall be obligated to proceed (or to continue) with the provision of Services unless otherwise directed by National Grid.

28.0 RIGHTS AND REMEDIES; NATIONAL GRID LIABILITY

28.1 The rights and remedies of National Grid herein shall not be exclusive and are in addition to any other rights or remedies provided by law or equity.

28.2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

29.0 DISCREPANCIES AND CLAIMS

29.1 If [REDACTED] in the course of the Work, finds any discrepancy between the Agreement, or what could have been reasonably inferred or interpreted therefrom, or any errors or omissions in the Agreement, or if [REDACTED] believes, determines or observes that performance of any part of the Project as required by the Agreement would or might result in the Project being deficient or unsafe or failing to comply with standard practice, law or regulation, [REDACTED] shall immediately notify the Contract Administrator in writing and shall suspend that part of the Work until otherwise directed by National Grid. Any Work done after such discovery or after [REDACTED] should have been reasonably expected to make such discovery, until authorized by National Grid, shall be done at [REDACTED] risk, and [REDACTED] shall be liable for all costs arising therefrom, unless otherwise authorized in writing by National Grid.

30.0 DOCUMENTS/INTELLECTUAL PROPERTY

30.1 [REDACTED] shall supply all documents in quantities and types, at times, according to instructions, and in the manner set forth in the Agreement. Upon National Grid’s request, any other documents prepared by [REDACTED] in connection with the Project shall be delivered to National Grid upon completion, cancellation or termination of the Agreement. Any document, which is prepared by [REDACTED] in connection with the Agreement, shall be submitted in accordance with the Agreement, with sufficient time for National Grid to review and comment.

30.2 National Grid’s review of or comments on any document shall not relieve [REDACTED] of its sole responsibility for the correctness and adequacy of [REDACTED] Work, including but not limited to the correctness of design, detail, dimensions, or performance of any other obligation of [REDACTED] hereunder.

30.3 All documents furnished by National Grid, and copies thereof and documents produced by [REDACTED] for National Grid shall be the property of National Grid, shall be used by [REDACTED] only for performance of the Project, shall not be used on any other jobs, shall not be delivered to any third parties except as is necessary for performance of the Project hereunder, and shall be returned to National Grid upon completion, cancellation or termination of the Agreement.

30.4 The contract documents including, but not limited to, the Statement of Work, may not be complete in every detail. The Parties shall comply with their manifest intent and general purpose, taken as a whole, and shall not ignore or misuse any errors or omissions therein to the detriment of the Project. Should any error, omission, conflict or discrepancy appear in the contract documents, referenced documents, or codes, standards or instructions, [REDACTED] shall immediately notify National Grid in writing and National Grid shall issue written instructions; however, unless otherwise instructed, the more stringent requirement shall apply. If [REDACTED] proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at [REDACTED] expense.

30.5 If [REDACTED] observes that any requirement specified in the Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, it shall promptly notify National Grid in writing before incurring any further liability, expense or obligation for [REDACTED] or National Grid.

30.6 National Grid will own each physical copy and all copyrights to any tangible information, analyses, conclusions, reports, drawings, and specifications provided to National Grid or its designee by [REDACTED] under this Agreement, including any and all items specifically identified as Deliverables pursuant to the Purchase Order or a Statement of Work (“Deliverables”) shall be the property of National Grid. Notwithstanding anything to the contrary contained herein, [REDACTED] Intellectual Property, and any [REDACTED] Intellectual Property contained in the Deliverables are owned by [REDACTED] in accordance with Section 30.8, that National Grid’s ownership of the compilation does not change or transfer [REDACTED] ownership of the embedded [REDACTED] Intellectual Property and that the [REDACTED] Intellectual Property remain subject to the license in Section 30.8. The Parties agree that the Deliverables are specially ordered and commissioned works and intend that such Deliverables be “works made for hire” as that term is used for the purposes of U.S. copyright Law. In the

event that the Deliverables are not "works made for hire", [REDACTED] agrees to and hereby does irrevocably assign and transfer to National Grid all of [REDACTED] right, title and interest in the physical copies and copyrights to Deliverables, and any associated rights of copyright renewal and all reversionary interests thereof, in and to such Deliverables. At National Grid's request [REDACTED] shall execute and deliver such instruments and take such other reasonable action as may be requested by National Grid to perfect or protect National Grid's rights in the physical copies and copyrights to the Deliverables and to carry out the assignments contemplated in this Section 30.6.

[REDACTED]

30.8 [REDACTED]

30.9 [REDACTED]

31.0 CONFIDENTIALITY/PROPRIETARY INFORMATION

31.1 The Contractor and Company each hereby acknowledge that during the course of the Contractor's [REDACTED] performance of the requirements of the Agreement, each may be furnished with or exposed to information that is proprietary and confidential to the other and/or its Affiliates ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." Confidential Information shall include but shall not be limited to information concerning pricing, terms and conditions, customers, employees, facility locations, techniques, methods, computer programs, software, drawings, maps, plans, and data relating to the Company, or Contractor, and/or either of their Affiliates.

31.2 The Receiving Party agrees that (a) it shall use such Confidential Information only in connection with its participation in a bid and/or selection process or the requirements performed under the Agreement, and (b) shall not disclose such Confidential Information to third parties or use such Confidential Information for any other purpose without the prior written consent of an authorized representative of the Disclosing Party.

- 31.3 The Receiving Party may disclose Confidential Information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), subcontractor(s), or any other Party employed by the Receiving Party if and only if 1) such disclosure is necessary in order to perform or receive performance of the Project under the Agreement; and 2) the Party to whom the Confidential Information agrees to observe and comply with the obligations of the confidentiality obligations of Receiving Party under this Agreement. If the Receiving Party has any question about whether information is Confidential Information, it shall contact the Disclosing Party prior to disclosing such information for a determination as to its proprietary status.
- 31.4 Upon termination of the Agreement, the Receiving Party shall immediately return such Confidential Information, including without limitation any drawings, maps, or electronic data or copies thereof, to the Disclosing Party; provided however, that this requirement shall not apply to Deliverables in the possession of Company upon such termination.
- 31.5 Both Parties acknowledge that the breach of the other's obligations under this provision will result in irreparable harm to the Disclosing Party and/or its Affiliates. Any breach of these provisions by the Receiving Party shall entitle the Disclosing Party and/or its Affiliates to make use of any and all available remedies, at law and in equity, including, but not limited to, injunctive relief.
- 31.6 If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will, when permitted by law, (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded to the Confidential Information by relevant third parties.
- 31.7 Notwithstanding anything to the contrary in this Section 31.0, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives.
- 31.8 The obligations set forth in this Section 31.0 shall survive expiration or termination of this Agreement for a period of [REDACTED] years.

32.0 PUBLICITY

- 32.1 Notwithstanding any other provision of the Agreement, [REDACTED] shall not, without National Grid's prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter.
- 32.2 [REDACTED] shall not display any sign, posters or other advertising matter in or around the Site without prior written approval of National Grid.

33.0 COMMUNICATIONS WITH REGULATORS, MEDIA, OR PUBLIC

- 33.1 [REDACTED] shall immediately notify National Grid of all communications from regulatory agencies including, but not limited to, notices, postings, letters, telephone calls or visits concerning National Grid, the Work, Services or this Agreement. If a Notice of Noncompliance or any other official correspondence is received

by [REDACTED] from a regulatory agency, a copy of the notice or correspondence shall be provided to National Grid within 24 hours of its receipt.

- 33.2 [REDACTED] shall immediately notify National Grid of any inquiries from the media concerning National Grid, the Work, Services or this Agreement. Requests for information from the media shall be reviewed and approved by National Grid prior to response by [REDACTED]
- 33.3 [REDACTED] shall immediately notify National Grid of any calls or other communications from the public concerning National Grid, the Work, Services or this Agreement. Requests for information from the public shall be reviewed and approved by National Grid prior to response by [REDACTED]

34.0 MEETINGS AND REPORTS

- 34.1 [REDACTED] shall attend Project meetings, if any, as often as deemed necessary by National Grid during the term of the Agreement, provided such meetings are reasonably deemed by National Grid to be within the agreed upon scope of Work to be performed by [REDACTED]
- 34.2 [REDACTED] shall submit to National Grid specific reports as may be required elsewhere in the Agreement.

35.0 NERC CIP

- 35.1 For any Work that requires access to the Physical Security Perimeter at a current control house as identified by National Grid, or is in the process of constructing a new control house environment, [REDACTED] shall, and shall require its Subcontractors to (1) complete the contract document containing "National Grid Contractor Requirements for Compliance with NERC Cyber Security Standards," attached to this Agreement, and (2) comply with the terms and conditions and obligations of [REDACTED] with respect to NERC CIP. [REDACTED] shall responsible hereunder for any breach of such terms and conditions and obligations of [REDACTED] with respect to NERC CIP under this Agreement to the extent caused by its Subcontractors.
- 35.2 In the event of non-compliance or breach on the part of [REDACTED] its employees, agents or subcontractors with or of any or all of the NERC Cyber Security Standards, [REDACTED] shall be solely liable for any and all resulting costs, losses, penalties, damages and liabilities, including any costs, losses, penalties, damages or liabilities incurred by National Grid [REDACTED] and National Grid may terminate this Agreement for cause, pursuant to the termination provisions contained herein.

36.0 CLEANING UP

- 36.1 [REDACTED] shall at all times keep its work areas on National Grid Sites in a neat, clean, and safe condition in accordance with the Agreement.
- 36.2 Upon completion of the Work, [REDACTED] shall remove all excess material, equipment, temporary facilities and rubbish from National Grid Sites; shall repair or replace, in an acceptable manner, all property which may have been damaged or destroyed at a National Grid Site; and shall leave National Grid Sites in a neat and presentable condition and return disrupted or damaged areas to the condition (excepting normal wear and tear) existing before the start of the Work. Approval of clean-up of any National Grid Sites is required from National Grid prior to Final Acceptance.
- 36.3 In the event of [REDACTED] failure to comply with this Section 36.0, National Grid shall be entitled to withhold from [REDACTED] or obtain reimbursement from [REDACTED] for, any costs incurred in accomplishing the same.

37.0 LABOR RELATIONS

- 37.1 [REDACTED] shall give National Grid prompt written notice of any labor dispute or anticipated labor dispute which may reasonably be expected to affect: (1) the cost, schedule or performance of the Project; (2) other activities at the Site; or (3) National Grid’s ongoing operations.
- 37.2 [REDACTED] shall conduct its labor relations in accordance with its established labor agreements. [REDACTED] agrees to advise National Grid, prior to making any new commitments, whether the negotiation of new agreements or understandings with local or national labor organizations affect the Work to be performed under the Agreement.
- 37.3 In addition to [REDACTED] legal obligations under the Labor Management Relations Act, in the event [REDACTED] is a subscriber to a multi-employer bargaining association or group, [REDACTED] shall, if National Grid so directs, participate to the fullest extent in the collective bargaining of that group with any of those labor organizations claiming jurisdiction over any portion of the Project under the Agreement or any subcontract.
- 37.4 To the extent applicable to Work being performed under the Agreement, [REDACTED] shall supply National Grid with copies of all national agreements to which it is a party. No later than 30 Days before the expiration of any labor agreement which may affect the Project, [REDACTED] shall meet with National Grid to discuss the appropriate course of action.
- 37.5 [REDACTED] shall take any and all steps that may be available in connection with the resolution of violations of collective bargaining agreements and jurisdictional disputes, including, without limitation, the filing of appropriate process with any court or administrative agency having jurisdiction to settle, enjoin or to award damages resulting from violations of collective bargaining agreements or jurisdictional disputes.
- 37.6 In the event of a labor dispute which threatens to adversely affect the progress or cost of the Project, National Grid reserves the right to restrict additional hiring of employees by [REDACTED] or any Subcontractors, or to suspend or delay the Project, or in National Grid’s sole discretion to terminate the Agreement for cause under Section 21.1, without incurring contractual liability to [REDACTED] or its Subcontractors or suppliers. This section shall be applicable whether or not [REDACTED] or any Subcontractor is directly involved in such labor dispute and whether or not the dispute involves or affects employees or disputing parties standing in the proximate relation of employer and employee with [REDACTED] or Subcontractor.

38.0 ADDITIONAL CONTRACTS AND INTERESTS

- 38.1 Whenever work being done by National Grid’s or by other contractors’ forces is contiguous to Work covered by the Agreement, the respective rights of the various interests involved shall be established by National Grid to secure the completion of the various portions of the Project in an orderly and timely manner. At no time shall [REDACTED] restrict the movement of other personnel and/or equipment in the performance of their work.
- 38.2 [REDACTED] shall be responsible for promptly notifying National Grid in the event that it shall be necessary to coordinate work between [REDACTED] and others.
- 38.3 National Grid reserves the right to enter into other contracts related to the Agreement or the Project and may require any other contractor, including National Grid or its Affiliates, to provide labor or materials to the Project, and such other contracts shall not be cause for [REDACTED] to claim a change in the Project under Section 17.0. [REDACTED] shall afford other contractors, National Grid or its Affiliates reasonable opportunity for the introduction and storage of their materials and the execution of their work, and [REDACTED] shall cooperate with National Grid, its Affiliates and any other contractors in coordinating their activities.

[REDACTED]

- 38.4 [REDACTED] acknowledges that coordination with other contractors, National Grid or its Affiliates and occasional rescheduling of the Work or Project may be required and that minor delays in performance of the Work may result. Any difference or conflict which may arise between [REDACTED] and other contractors, or between [REDACTED] and workmen of National Grid or its Affiliates, in regard to their work, shall be resolved as determined by National Grid. Notwithstanding any other provision of the Agreement, [REDACTED] acknowledges that such coordination, occasional rescheduling and minor delays shall not justify an increase in the price as determined under the Agreement or an extension of time for delivery or performance.
- 38.5 [REDACTED] shall promptly remedy, at its sole expense, any injury or damage that may be sustained by other contractors or National Grid and its Affiliates as a result of [REDACTED] activities under the Agreement.
- 38.6 If [REDACTED] Work depends upon the work of others, [REDACTED] shall inspect and give National Grid prompt written notice of any defects in the work that renders it unsuitable for [REDACTED] to perform the Work.

39.0 LIENS/BONDS

- 39.1 [REDACTED] for itself, its Subcontractors and all other persons performing under the Agreement hereby waives, to the full extent permitted by law, all right to have filed or maintained any mechanics' or other liens or claims for or on account of the services, labor or materials to be furnished under the Agreement. [REDACTED] shall pay punctually for all labor, equipment and materials and all liabilities incurred by it in performance of the Agreement, and when requested shall furnish National Grid with satisfactory evidence of such payment.
- 39.2 [REDACTED] shall (1) indemnify and save harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, and assigns from all laborers', materialmen's, and mechanics' liens upon the real property upon which the Project is located arising out of the Services, equipment and materials furnished by [REDACTED] and its Subcontractors in connection with the Project, and (2) to the full extent permitted by law, keep such property free and clear of all liens, claims, and encumbrances arising from the performance of the Agreement by [REDACTED] and Subcontractors.
- 39.3 [REDACTED] shall not cause or permit any lien or security interest to attach to any real or personal property of National Grid.

40.0 ASSIGNMENT/SUBCONTRACTING

- 40.1 The Agreement is binding upon the Parties and their heirs, executors, administrators, successors, and assigns. [REDACTED] shall not assign the Agreement, or any of the moneys to become due and payable under the Agreement, or subcontract the whole or any part of the Work, without first having obtained National Grid's written consent to such assignment or subcontract. Any such assignment or subcontract for which National Grid's written consent is not obtained will be null and void. If [REDACTED] proposes to subcontract any of the Work, it shall give written notice thereof to National Grid specifying the name, address, qualifications, and experience of the Subcontractor, and the specific Work which the Subcontractor is to perform. If National Grid consents in writing, [REDACTED] may subcontract the specific Work to the Subcontractor. All Work performed for [REDACTED] by a Subcontractor shall be pursuant to an agreement between [REDACTED] and Subcontractor which binds the Subcontractor to the applicable terms and conditions of the Agreement for the benefit of National Grid and its Affiliates.
- 40.2 [REDACTED]
- 40.3 If [REDACTED] terminates its existence as a corporate entity or if [REDACTED] is part of a merger, acquisition, sale, consolidation or take-over, or if all or substantially all of [REDACTED] assets are transferred to another person, or business entity, National Grid shall, in its sole discretion, have the right to terminate the Agreement as

set forth in Section 21.1 or to require [REDACTED] successor to carry out the duties and obligations of [REDACTED] under the Agreement.

- 40.4 If at any time during the performance of the Project, National Grid determines that any Subcontractor is not performing in accordance with the Agreement, National Grid may so notify [REDACTED] who shall take prompt steps to remedy the performance or to cancel the subcontract, whichever National Grid so requests.
- 40.5 All Subcontractors shall be subject to the foregoing provisions, and nothing contained in the Agreement shall create any contractual relation between any Subcontractor and National Grid or its Affiliates, nor relieve [REDACTED] of any obligation to perform the Work. No Subcontractor is intended to be or shall be deemed a third party beneficiary of the Agreement. As a condition of any subcontract, [REDACTED] shall require any Subcontractor to remove any claim it might have, in law or equity directly against National Grid or its Affiliates. [REDACTED] shall be fully responsible to National Grid for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by [REDACTED] as if no Subcontractors were in place. Any obligation imposed by the Agreement upon [REDACTED] where applicable, shall be equally binding upon and shall be construed as having application to any Subcontractor.
- 40.6 To the fullest extent permitted by law, [REDACTED] shall require Subcontractors to indemnify, defend at National Grid's option, and hold the Indemnified Parties harmless from and against any and all claims, demands, actions, losses, damages and expenses, including attorney's fees and other expenses, resulting from or arising out of any of its Subcontractors' performance of Work or Services. The complete or partial failure of any insurance carrier to fully protect and indemnify the Indemnified Parties, or the inadequacy of the insurance, shall not in any way lessen or affect the obligation of [REDACTED] or its Subcontractors to indemnify the Indemnified Parties.
- 40.7 Notwithstanding any other provision of the Agreement, Section 40.6 shall survive the termination or expiration of the Agreement

41.0 ENTIRE AGREEMENT

- 41.1 The Agreement constitutes the entire Agreement between National Grid and [REDACTED] with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party hereto.

42.0 SEVERABILITY/MISCELLANEOUS

- 42.1 If any section, phrase, provision or portion of the Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such section, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of the terms of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the Agreement.

43.0 COMPLIANCE WITH LAWS AND STANDARDS

- 43.1 Each Party shall, in connection with this Agreement, comply with all applicable federal, state and local laws, ordinances, rules, regulations, codes, permits, licenses, authorizations, and orders of any

[REDACTED]
Terms and Conditions for Services, [REDACTED]

governmental body, agency, authority, or court having jurisdiction over National Grid, [REDACTED] or the supply of the Work ("Laws").

- 43.2 In connection with any Work provided by [REDACTED] hereunder, [REDACTED] shall, and shall provide that its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with National Grid's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, National Grid's "[REDACTED] Safety Requirements" and "[REDACTED] Environmental Requirements" and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Agreement and as in the future passed, enacted, directed, or amended), collectively, ("Standards,"); and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, [REDACTED] shall comply with the most stringent applicable Standard.
- 43.3 [REDACTED] warrants that it has not offered or given and will not offer or give to National Grid or its Affiliates, or any of its or their officers, directors, employees, agents, trustees, successors or assigns ("Purchasing Parties") any gratuity, or any kickback within the meaning of the Anti-Kickback Act of 1986 in order to secure any business from or influence the Purchasing Parties with respect to the terms, conditions or performance of any contract with or purchase from National Grid or its Affiliates.
- 43.4 [REDACTED] shall, in connection with anything provided by [REDACTED] hereunder, comply with National Grid's Diversity Program requirements. Such requirements include but are not limited to completion and return of the "[REDACTED] Diversity Bid Form," quarterly reporting on [REDACTED] utilization of diversified sellers, and maintenance of certifications from accredited institutions on file, which files will be subject to National Grid audit.

44.0 ENVIRONMENTAL COMPLIANCE

- 44.1 Without limiting the provisions of Section 43.0, [REDACTED] shall conduct all Work and Services in such a manner to minimize the impact upon the natural environment and shall comply fully with all applicable federal, state and local laws, ordinances, rules, regulations and permits for the protection and preservation of the environment, as may be amended from time to time, and all applicable environmental policies and practices prescribed by National Grid, including without limitation, the Resource Conservation and Recovery Act, the Hazardous Materials and Transportation Act, the Occupational Safety and Health Act of 1970 ("OSHA"), the New York Environmental Conservation Law, regulations of the Environmental Protection Agency, the Department of Transportation and the New York Department of Environmental Conservation (when applicable for the jurisdiction) issued pursuant thereto, and the terms of National Grid's Special Conditions of Contract - Environmental, if incorporated in the Agreement by National Grid. [REDACTED] shall impose the requirements of this Section 44.0 upon its Subcontractors and suppliers.
- 44.2 [REDACTED] shall provide to National Grid and post in a conspicuous location at the work site, safety data sheets ("SDS") as required for products used in [REDACTED] performance under the Agreement. [REDACTED] shall post, control and disseminate SDS in accordance with National Grid's Hazard Communication Program National Grid Safety Procedure F-610 and the applicable edition of OSHA Standard No. 1910.1200. [REDACTED] shall provide periodic updates of the SDS documentation and copies thereof shall also be retained at the work site and shall be readily available to all [REDACTED] personnel engaged in manufacturing Goods or providing Services. The cited standard and policy are available through National Grid's Safety Department and are incorporated by reference in these Terms and Conditions.
- 44.3 [REDACTED] shall immediately notify National Grid of any citations or notices incurred on the Project and forward copies thereof immediately upon receipt to National Grid. If any violation of environmental permits, licenses, and other environmental regulations or statutes occurs, [REDACTED] shall take immediate action to mitigate any further violation. [REDACTED] shall immediately notify National Grid of the violation and wait for further instructions from National Grid. If National Grid instructs [REDACTED] to remedy the violation,

[REDACTED]

- 46.2.1 It will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. It agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 46.2.2 It will in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- 46.2.3 It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of its commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 46.2.4 It will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 46.3 [REDACTED] will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 46.4 All subcontracts and agreements that [REDACTED] enters into to provide the Work under the terms of the Agreement shall obligate such Subcontractors to comply with the foregoing provisions.

47.0 GOVERNING LAW; DISPUTE RESOLUTION

- 47.1 Governing Law; Dispute Resolution. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. [REDACTED]
- 47.2 Equitable Remedies. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 31 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek, according to the procedures set out in Section 47.1 herein, equitable relief, including a restraining order, an injunction, specific performance and any other equitable relief that may be available, without any requirement to post a bond or other security, or to prove actual

damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

48.0 WAIVER

48.1 No delay or omission in the exercise of any right under the Agreement will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the provisions of the Agreement are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under the Agreement.

49.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

49.1 Each and every provision of law and governmental regulation required by law to be inserted in the Agreement is deemed inserted and the Agreement will be read and enforced as though the same were so included in the Agreement. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then, upon the application of either Party, the Agreement shall be deemed to be amended to make such insertion or correction.

50.0 NOTICES

50.1 All notices, demands, requests, and other communications required or desired to be given hereunder must be in writing and sent by United States registered mail, return receipt requested, or by nationally recognized overnight carrier, and addressed to the person or position identified on the Agreement, at its address set forth in the Agreement and in the case of a notice given to National Grid with a copy to General Counsel, National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451.

51.0 PREVENTION OF CORRUPTION AND BRIBERY

51.1 [REDACTED] shall conduct itself in an ethical manner and provide services to the highest ethical standards. [REDACTED] shall not be a party to the following: bribery of any kind; collusion with other contractors; regulatory agencies or other third parties; provision of enticements to National Grid's officers, directors, employees, agents, successors, assigns, and servants in any form including, but not limited to, gifts, gratuities or other benefits. Without limiting the foregoing, [REDACTED] represents and warrants to National Grid that [REDACTED] its Subcontractors, its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall not commit any Prohibited Act.

51.2 If [REDACTED] any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, commit any Prohibited Act, then National Grid shall be entitled to act in accordance with Sections 51.3 to 51.7 (inclusive) below.

51.3 If a Prohibited Act is committed by [REDACTED] any of its Affiliates, or any of its or their employees, officers, agents or shareholders not acting independently of [REDACTED] and its Affiliates, then National Grid shall be entitled to terminate the Agreement for cause, under Section 21.1, by giving written notice to [REDACTED] specifying the date on which the Agreement shall terminate.

51.4 If a Prohibited Act is committed by an employee or agent of [REDACTED] or of any of its Affiliates, acting independently of [REDACTED] and its Affiliates, then National Grid may give written notice to [REDACTED] of termination of the Agreement for cause, under Section 21.1, and the Agreement will terminate 10 business days after the date of such notice, unless, within such 10 business day period, [REDACTED] terminates (or arranges for the termination of) such employee's employment or agent's engagement and (where

applicable) ensures that the performance of such employee’s or agent’s obligations in relation to the Agreement are performed by another person.

- 51.5 If a Prohibited Act is committed by a Subcontractor or by an employee or agent of that Subcontractor not acting independently of that Subcontractor, then National Grid may give written notice to [REDACTED] of termination of the Agreement for cause, under Section 21.1, and the Agreement will terminate ten business days after the date of such notice, unless, within such 10 business day period, [REDACTED] terminates the relevant subcontract and ensures that the performance of the Subcontractor’s obligations in relation to the Agreement are performed by another person.
- 51.6 If the Prohibited Act is committed by an employee or agent of a Subcontractor acting independently of that Subcontractor, then National Grid may give written notice to [REDACTED] of termination of the Agreement for cause, under Section 21.1, and the Agreement will terminate ten business days after the date of such notice, unless within such 10 business day period, the Subcontractor terminates the employee’s employment or agent’s engagement and ensures that the performance of that employee’s or agent’s obligations in relation to the Agreement are carried out by another person.
- 51.7 If the Prohibited Act is committed by any person not specified in Sections 51.2 to 51.6 (inclusive) above (or by any person specified in such conditions but acting in a capacity not specified in such conditions) then National Grid may give written notice to [REDACTED] of termination of the Agreement for cause, under Section 21.1, and the Agreement will terminate 10 business days after the date of such notice, unless, within such ten business day period, [REDACTED] (a) arranges for the termination of such person’s employment or engagement, and the appointment of their employer or the person who engaged them (where not employed or engaged by [REDACTED] or any relevant Subcontractor) and (b) ensures that the performance of that person’s obligations in relation to the Agreement are performed by another person.
- 51.8 National Grid shall specify, in any notice of termination under this Section 51.0 the general nature of the relevant Prohibited Act and the identity of the party whom National Grid believes has committed such Prohibited Act.
- 51.9 Without prejudice to National Grid’s other rights and remedies, [REDACTED] shall indemnify the Indemnified Parties in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by National Grid as a result of the performance of any Prohibited Act by [REDACTED] any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, or any of [REDACTED] personnel in connection with the Agreement, its subject matter or any agreements (including any sub-contracts of whatever tier) relating to the Agreement.
- 51.10 Without prejudice to the other provisions of this Section 51.0, [REDACTED] shall ensure that:
 - 51.10.1 all [REDACTED] personnel are fully aware of National Grid’s policies on anti-bribery and anti-corruption notified in writing to [REDACTED] from time to time by or on behalf of National Grid and that all Subcontractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery and corruption which are no less onerous than this Section 51.0; and
 - 51.10.2 it has and shall maintain in place throughout the term of the Agreement, its own policies and procedures, (including adequate procedures under the Bribery Act 2010), to ensure compliance with National Grid’s policies on anti-bribery and anti-corruption notified in writing to [REDACTED] from time to time by or on behalf of National Grid, and will enforce them where appropriate.
- 51.11 The termination of the Agreement pursuant to this Section 51.0 shall entitle National Grid and each of its Affiliates to terminate any other contracts between [REDACTED] and National Grid, or [REDACTED] and such Affiliate (as appropriate) on written notice to [REDACTED] under their respective termination-for-cause provisions.

51.12 Notwithstanding Sections 27.0 and 47.0 any dispute relating to the interpretation of this Section 51.0 or the amount or value of any gift, consideration or commission shall be determined by National Grid, and National Grid's decision shall be final and conclusive.

52.0 RECORDS

52.1 [REDACTED] shall, and shall require Subcontractors, for National Grid's benefit, at their own expense, to maintain a method of accounting in accordance with generally accepted accounting procedures and practices with respect to all matters pertinent to the Agreement. In so far as [REDACTED] and Subcontractors' books, records, books of account, correspondence, contracts and subcontracts, and vouchers pertain to Work under the Agreement, or claims made by [REDACTED] for extension of time, costs, or expenses under any provisions of the Agreement, they shall be made available to National Grid or its authorized representative for inspection and audit and shall be kept in a manner which (1) adequately permits evaluation and verification of any invoices, payments or claims based on [REDACTED] or Subcontractors' actual costs incurred in the performance of the Project and (2) permits [REDACTED] to furnish National Grid an accurate written allocation of the total amount paid for the Project and such further records as may be reasonably required by National Grid.

52.2 [REDACTED] shall maintain records during the term of the Agreement, including any records relating to the employment or hiring of minorities and/or females, for [REDACTED] years after the expiration of the term of the Agreement. Additionally, records that relate to disputes, appeals, litigation, or the settlement of claims arising out of the performance of the Agreement shall be retained until such disputes, appeals, litigation, or claims have been finally settled. In lieu of retaining such records [REDACTED] may deliver such records to National Grid at any time after the expiration of the last expiring warranty. [REDACTED] agrees to make such records available to National Grid or its authorized representative at no cost to National Grid or its authorized representative for inspection or audit at any time during such period.

52.3 National Grid shall give [REDACTED] and Subcontractors reasonable notice of any intended inspection or audit of their records.

52.4 National Grid and its authorized representative shall have access, during normal working hours, to all necessary [REDACTED] and Subcontractor facilities and shall be provided with an adequate and appropriate work space in order to conduct inspections and audits of such records.

52.5 [REDACTED] shall require Subcontractors to comply with the provisions of this Section 52.0 for the benefit of National Grid.

52.6 If National Grid's inspection or audit identifies any inconsistencies, errors or costs not expended in accordance with the Agreement, [REDACTED] shall make appropriate adjustments as may be required, including refund to National Grid.

53.0 REGULATORY FILINGS

53.1 It is understood and agreed that the Agreement, including any Purchase Order or Statement of Work may be required to be filed with a state regulatory agency having jurisdiction over National Grid or one of its Affiliates prior acceptance in order for it to become fully effective and binding.

53.2 National Grid shall promptly take all necessary steps to accomplish such filing, if deemed necessary, and, if so filed, the Agreement will be subject to and conditioned upon the agency's acceptance for filing within 90 days from the date of such filing. National Grid agrees to notify [REDACTED] as soon as practicable of the receipt of agency's acceptance for filing.

- 53.3 If the agency's acceptance for filing is not received by National Grid, the Agreement will be deemed null and void, and neither Party will have any other or further liability to the other for anything arising out of or in connection with these Terms and Conditions, except as may otherwise be mutually agreed to by the parties.

54.0 E-COMMERCE/ISNETWORLD

- 54.1 National Grid reserves the right, but shall not be obligated, to (a) convert all terms that are the subject of this transaction to an 'e-commerce' format to enable National Grid to conduct its management of and performance under this Agreement over the Internet, and (b) to use the services of a third party provider to furnish or create the required "e-commerce" solution for such Internet capability.
- 54.2 If required by National Grid, in accordance with National Grid's safety procedures and risk assessment for the Project, [REDACTED] shall participate, and shall require its Subcontractors to participate, in ISNetworld, at [REDACTED] cost.

[REDACTED]

Statement of Work

Exhibit B to the [REDACTED] Service Agreement [REDACTED]

SECTION 1: STATEMENT OF WORK DETAILS

[REDACTED]

SECTION 2: STATEMENT OF WORK AUTHORIZATION

[REDACTED]

National Grid Authorization

[REDACTED]

Consultant Authorization

[REDACTED]

[REDACTED]
Exhibit B to the [REDACTED] Service Agreement [REDACTED] Statement of Work

SECTION 1: STATEMENT OF WORK DETAILS

[REDACTED]

SECTION 2: STATEMENT OF WORK AUTHORIZATION

[REDACTED]

National Grid Authorization

[REDACTED]

Consultant Authorization

[REDACTED]

SECTION 3: OVERVIEW

[REDACTED]

[REDACTED]

SECTION 4: SCOPE OF SERVICES

Scope of Services

The Services to be provided by Consultant under this Statement of Work are set forth in Schedule 1.

Additional attachments:

[REDACTED]

SECTION 5: DELIVERABLES

The Deliverables to be provided by Consultant under this Project Statement are set forth in Schedule 2.

SECTION 6: IMPLEMENTATION PLAN

Consultant shall provide the Services in accordance with the Implementation Plan attached as Schedule 3.

SECTION 7: RESOURCING

The Key Personnel of Consultant who shall be materially involved in providing the Services and Deliverables to National Grid under this Statement of Work are listed in Schedule 4.

SECTION 8: FEES AND EXPENSES

[REDACTED]

SECTION 9: [Reserved.]

SECTION 10: SERVICE LEVELS

[REDACTED]

SECTION 11: GENERAL

Not Applicable.

SECTION 12: STATEMENT OF WORK CONTACTS

National Grid Contacts

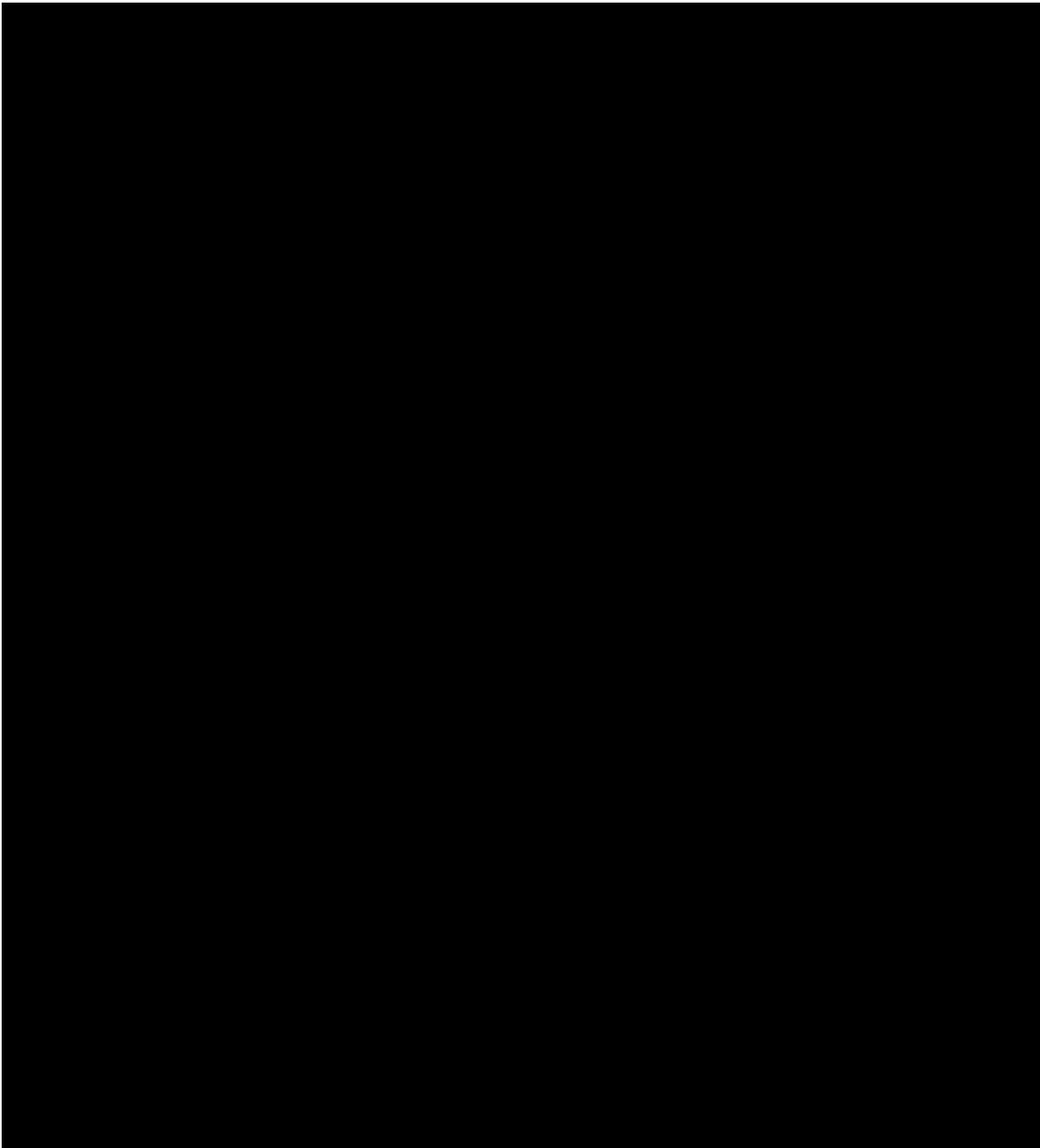
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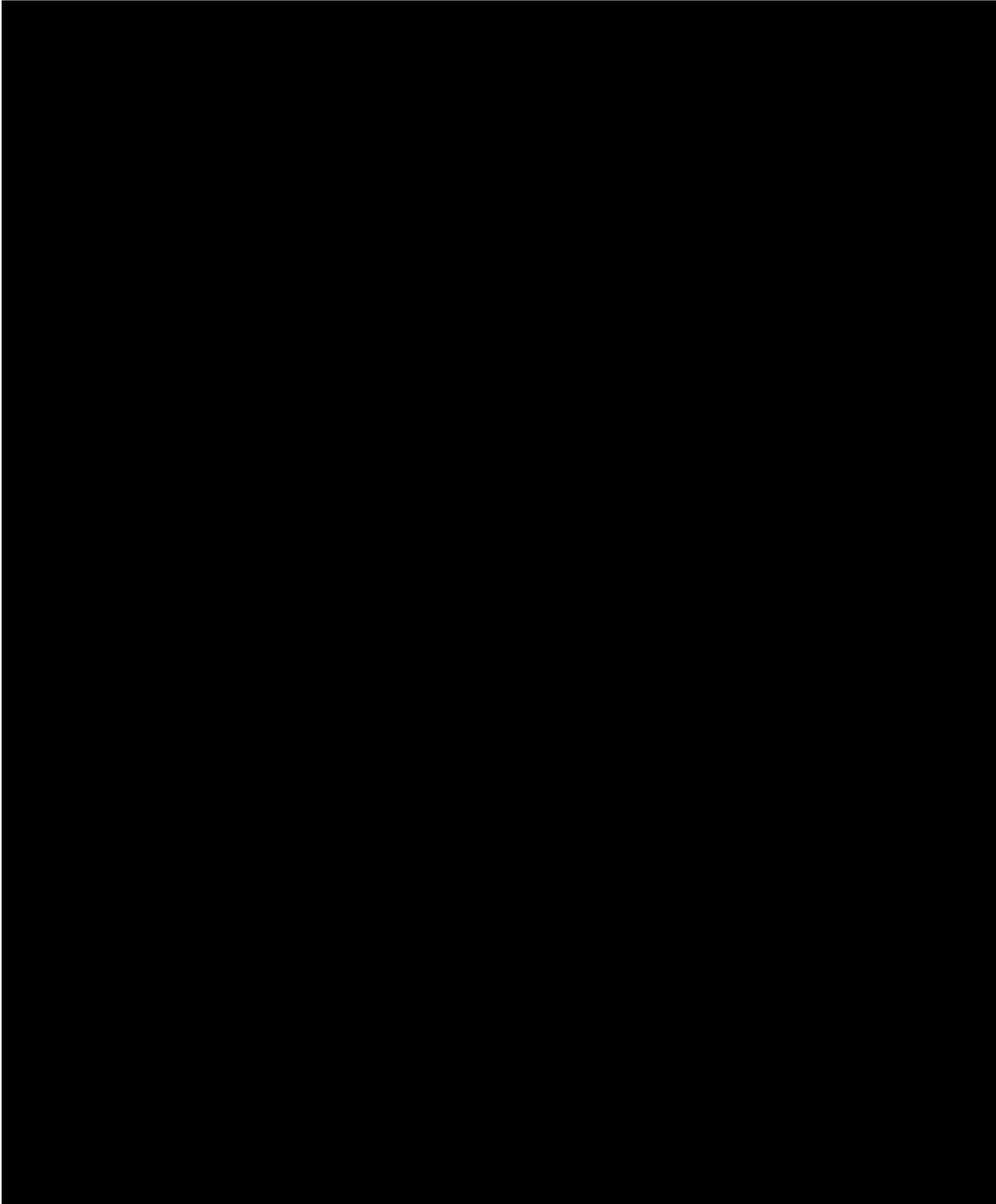
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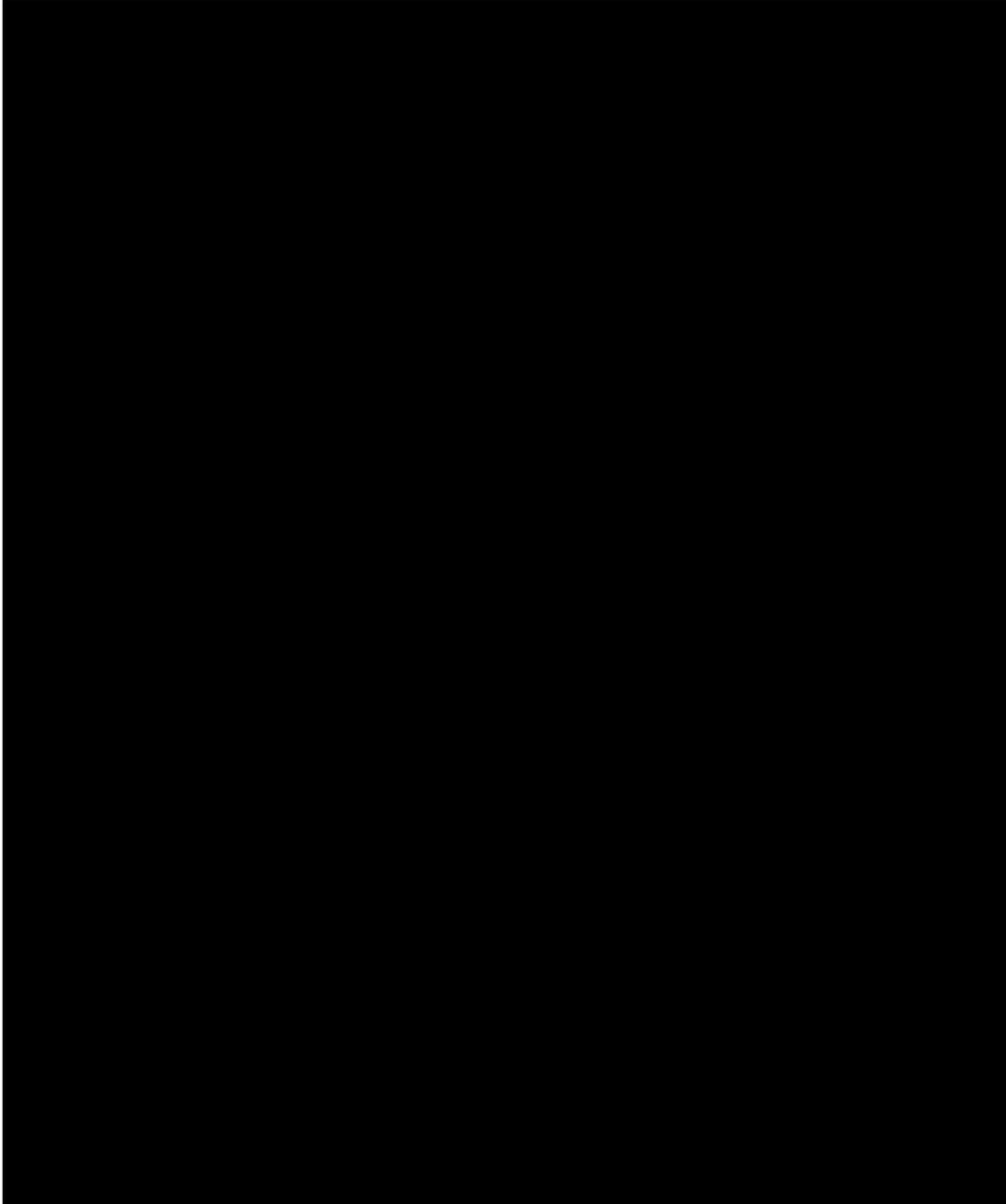
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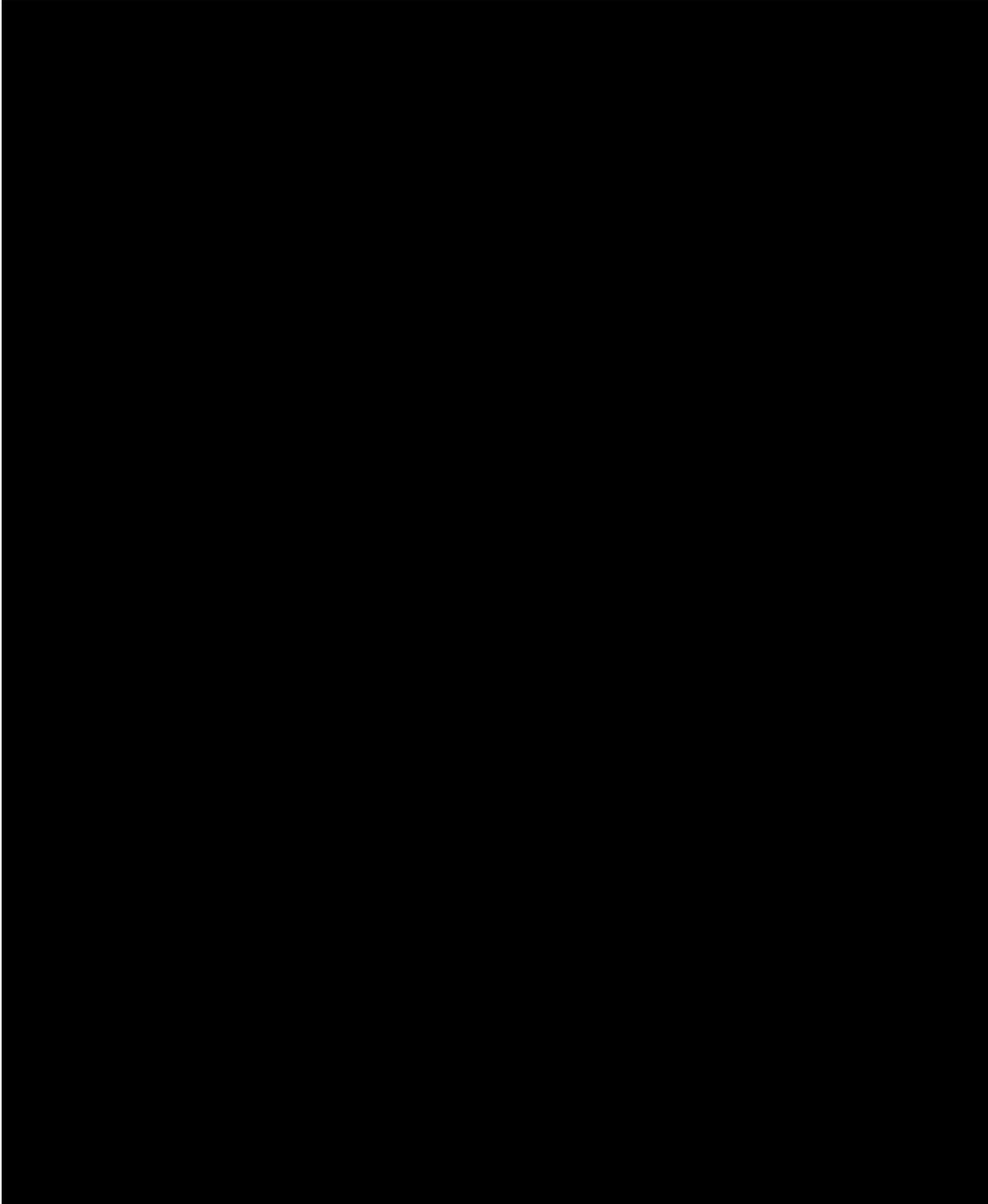
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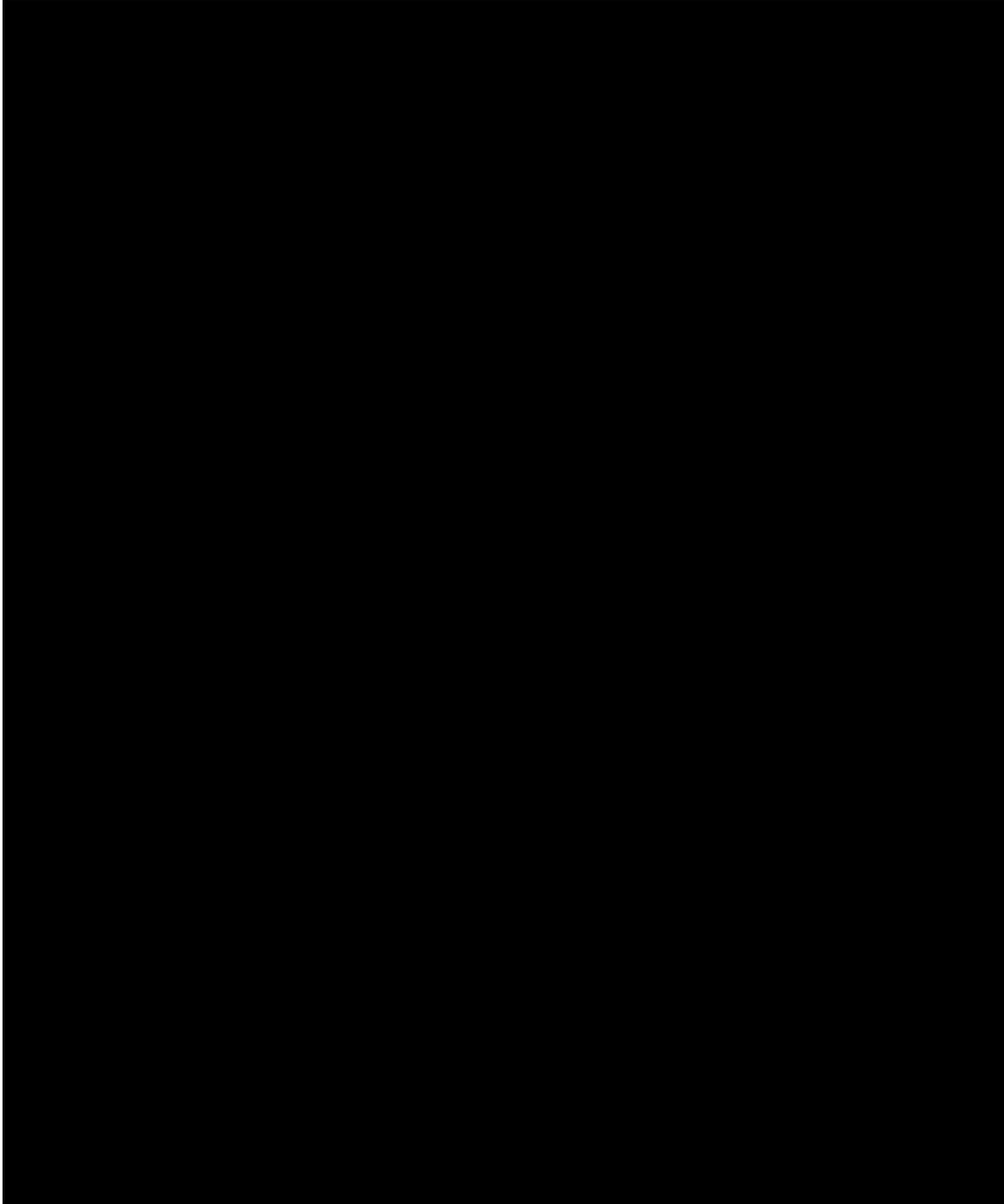
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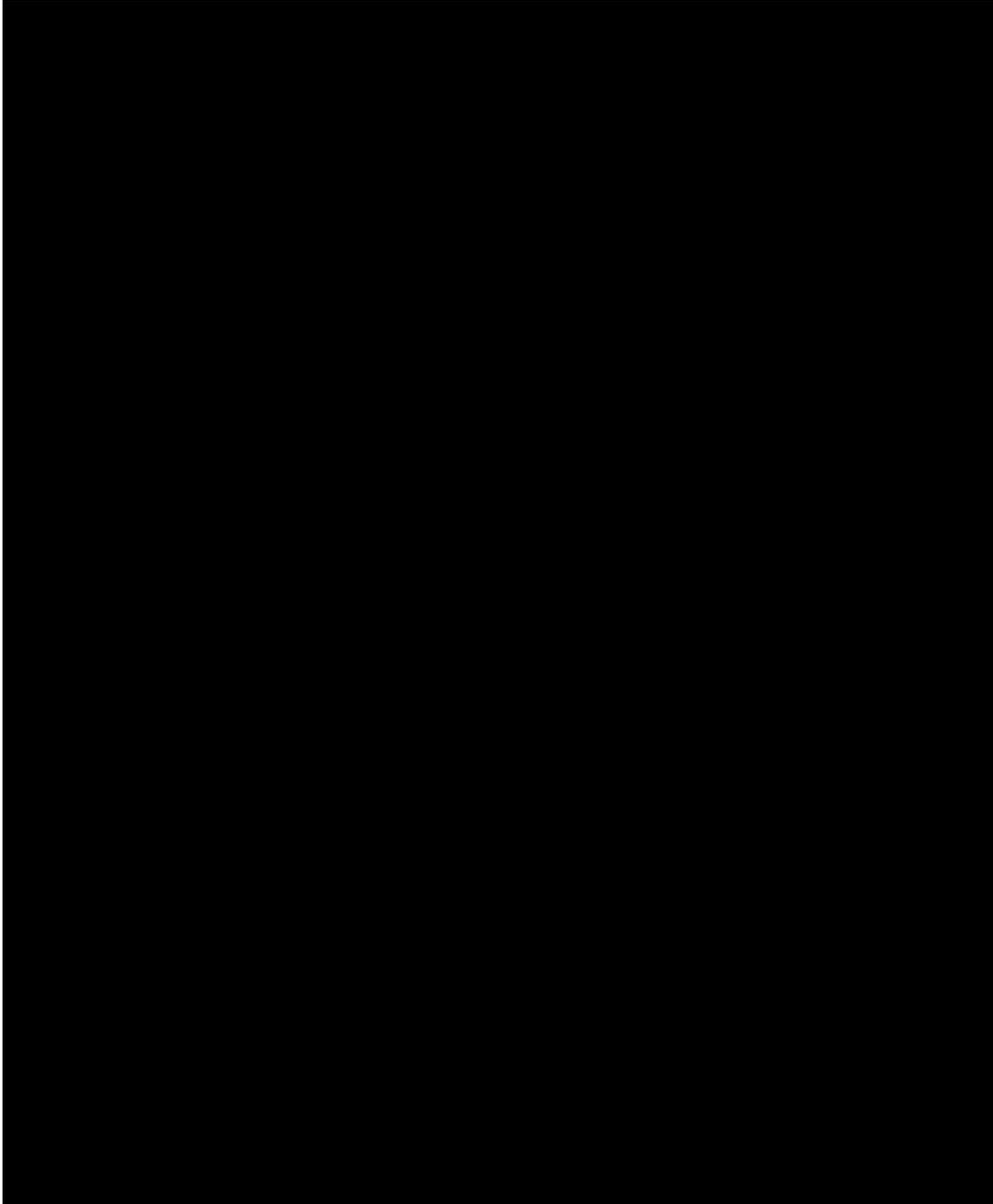


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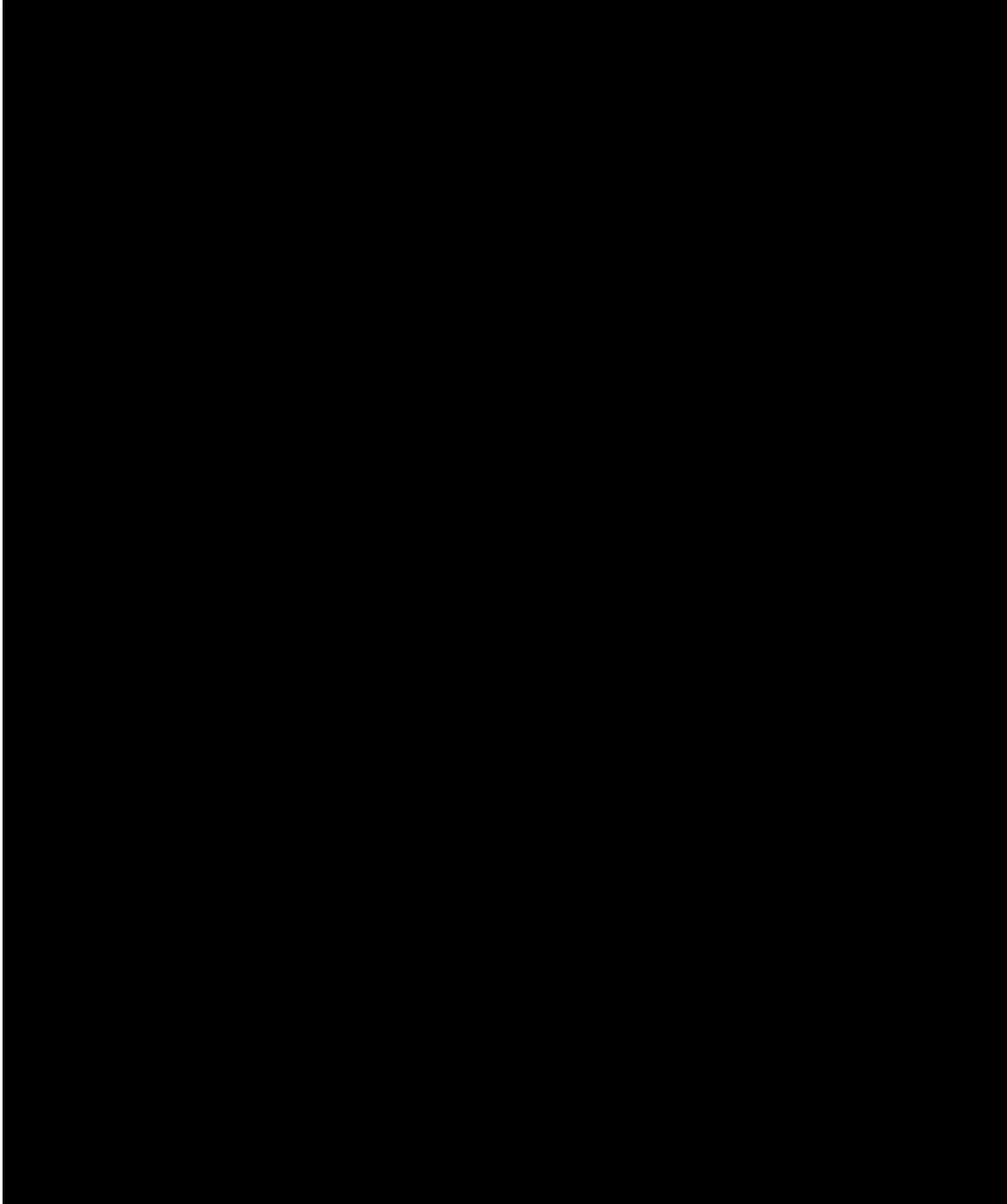
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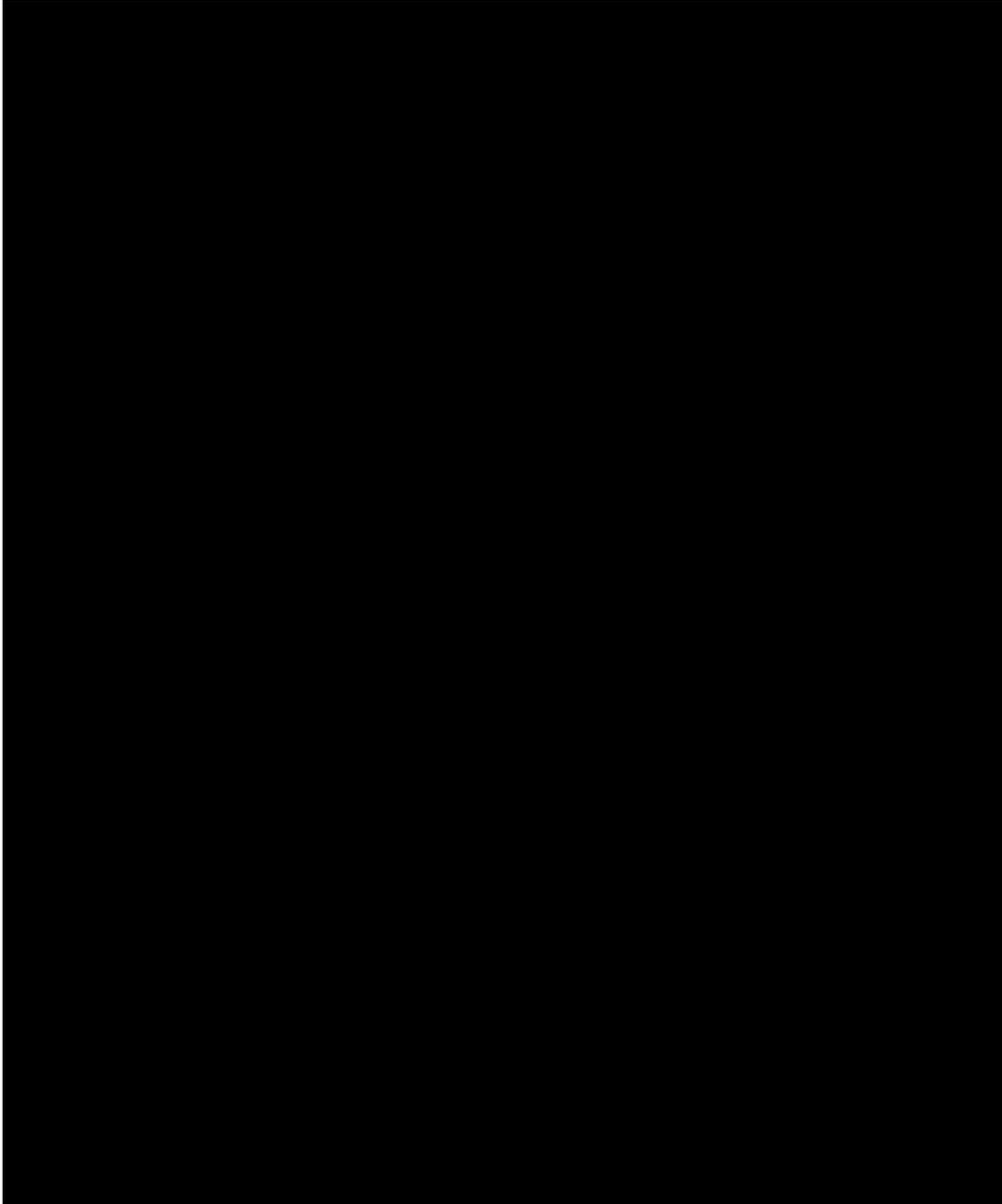
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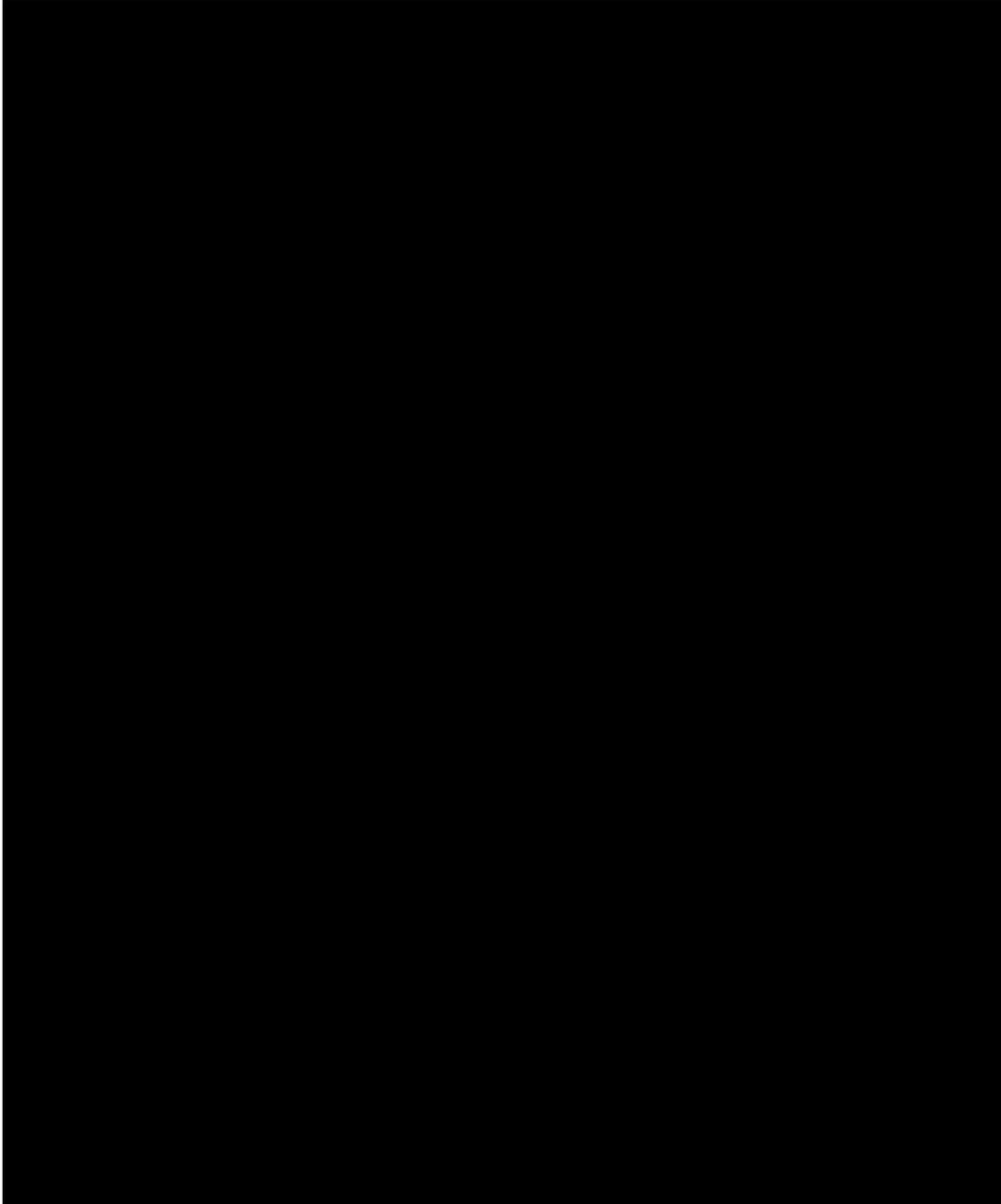
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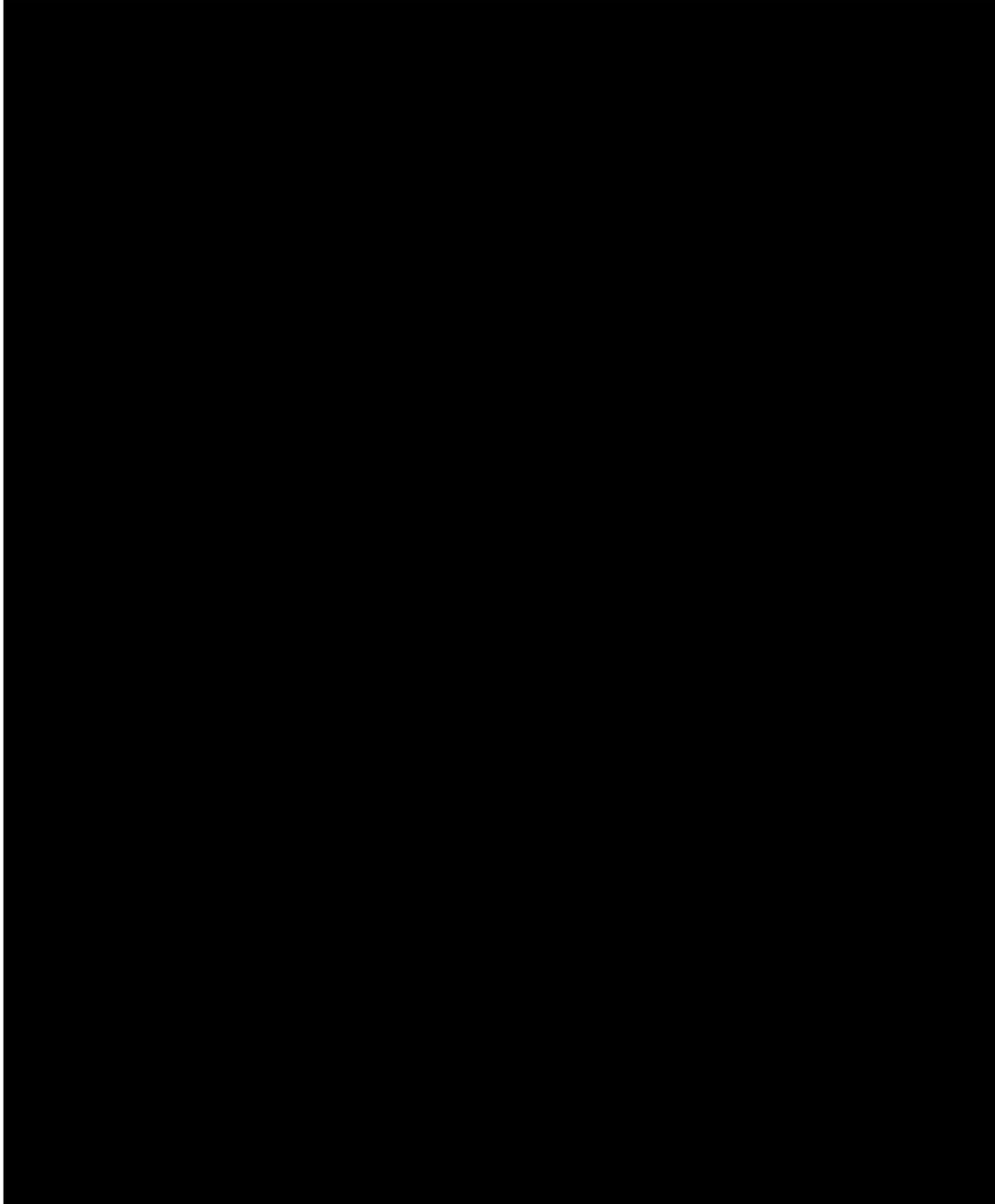
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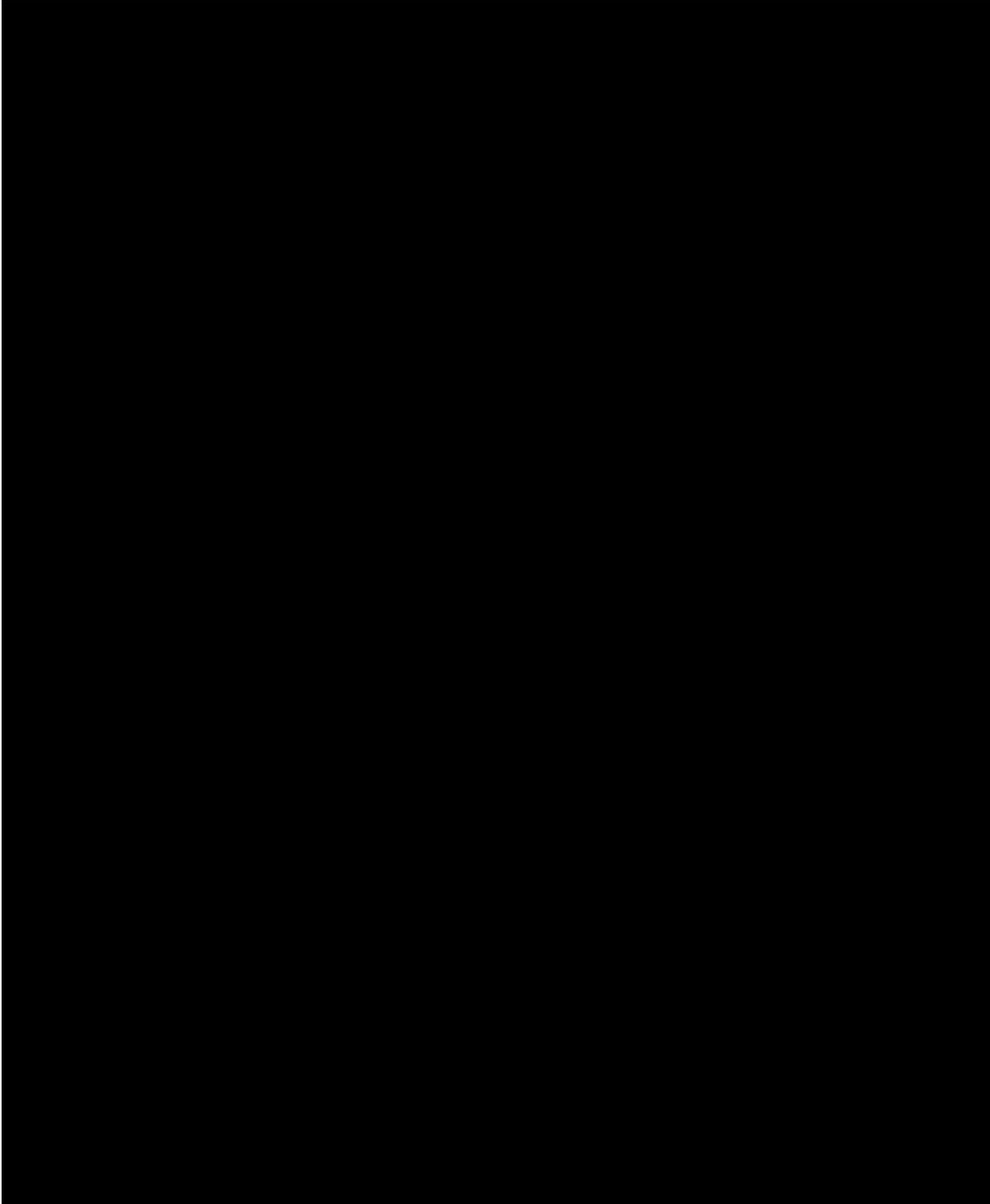
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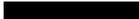
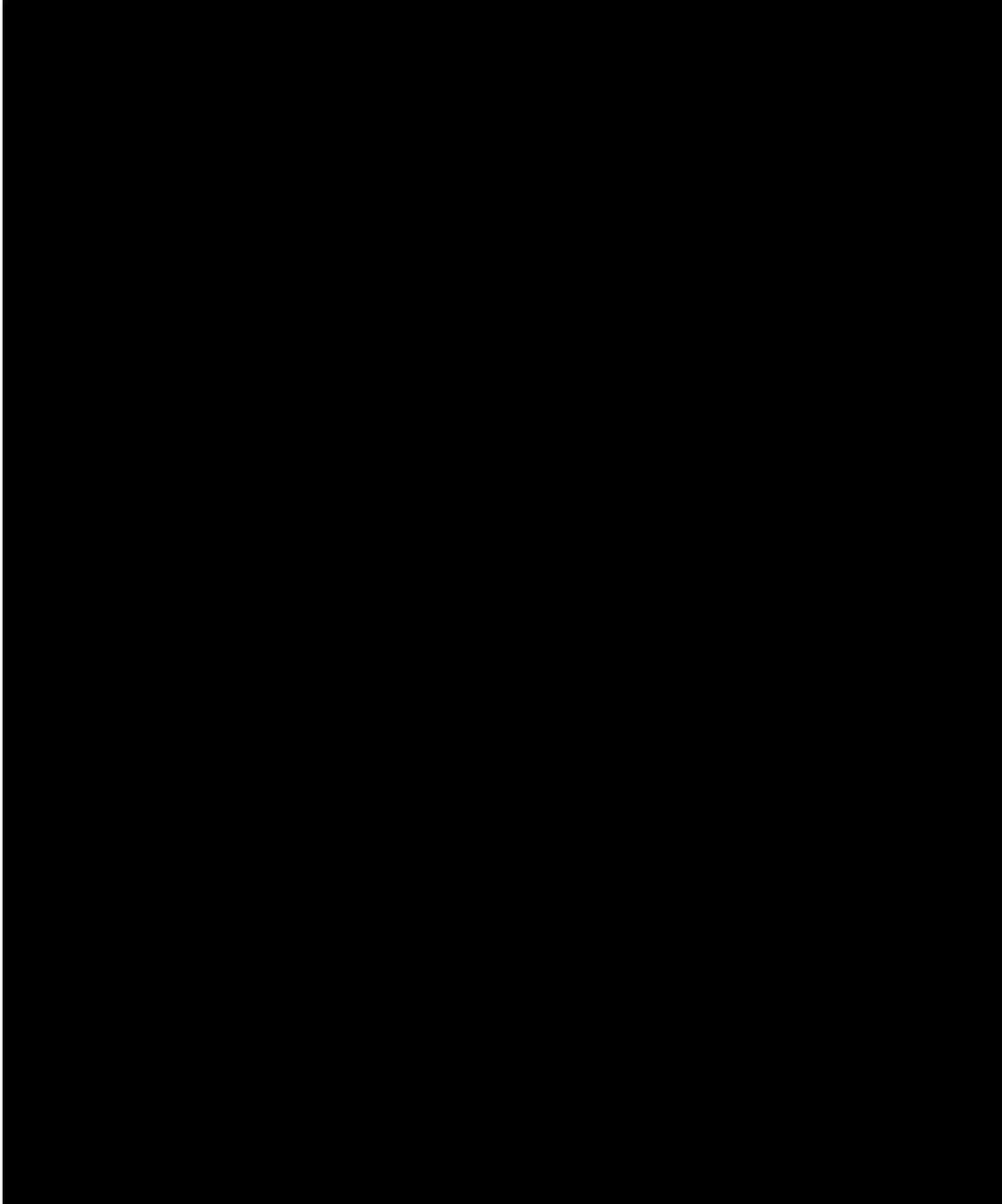
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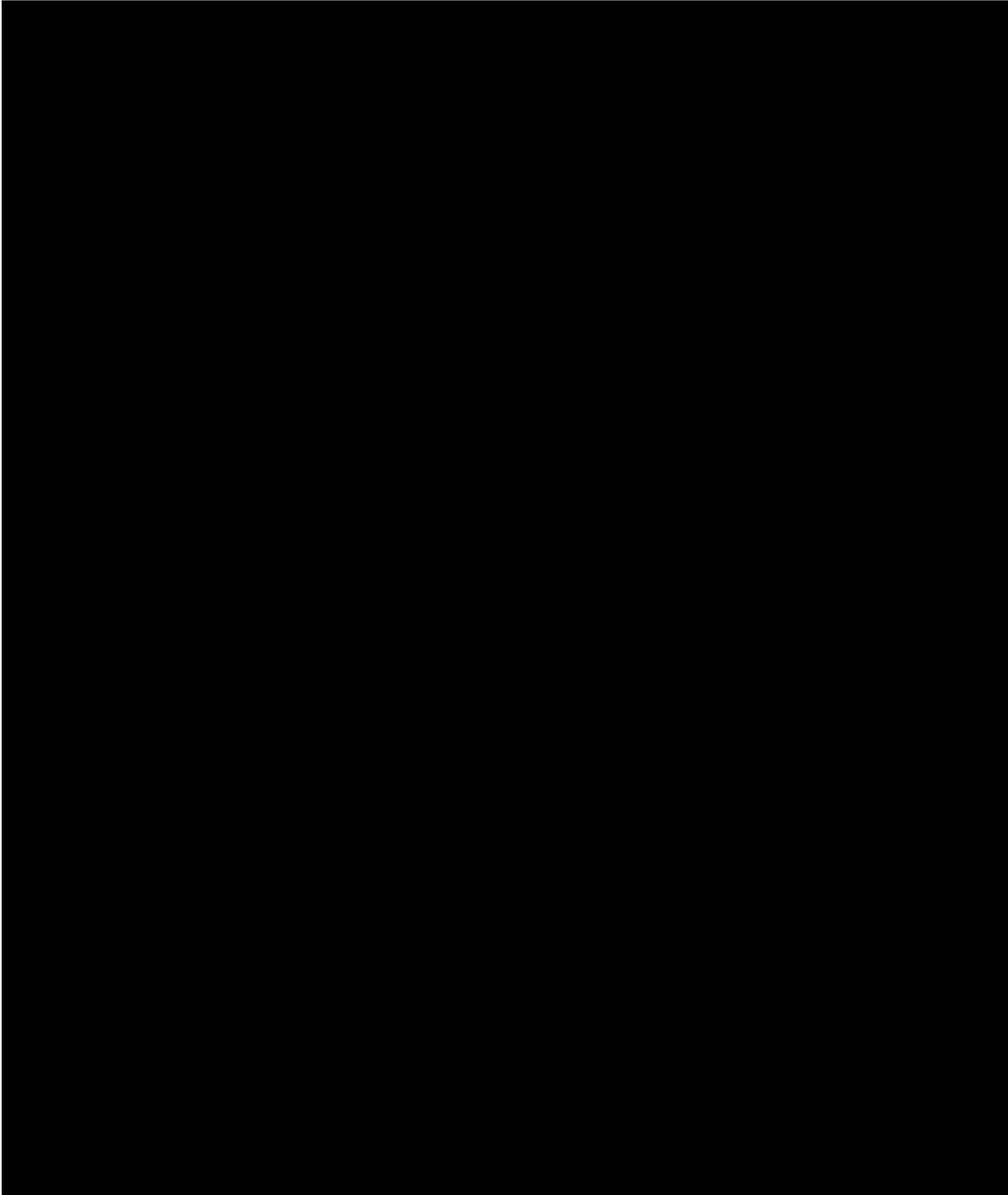
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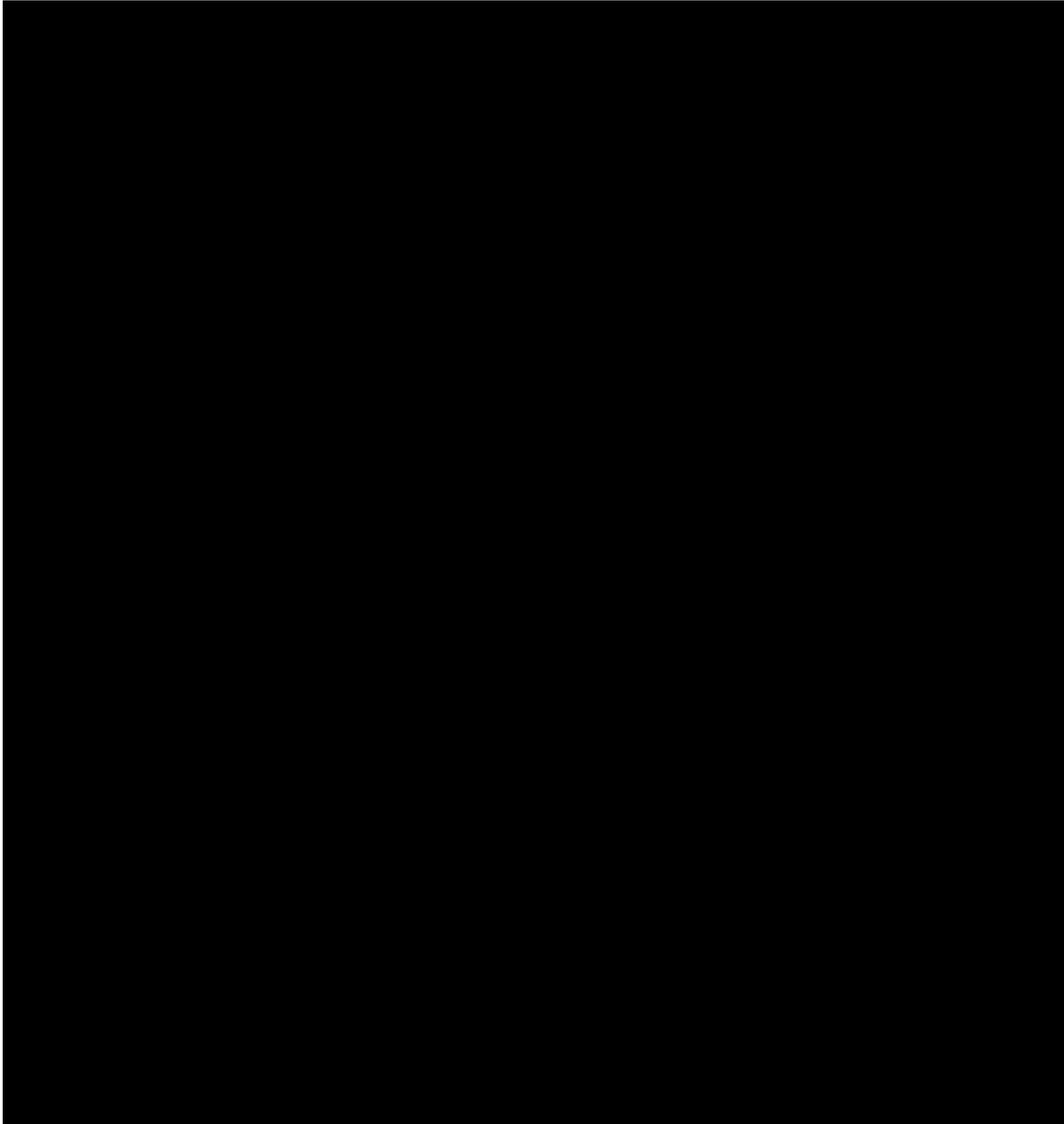
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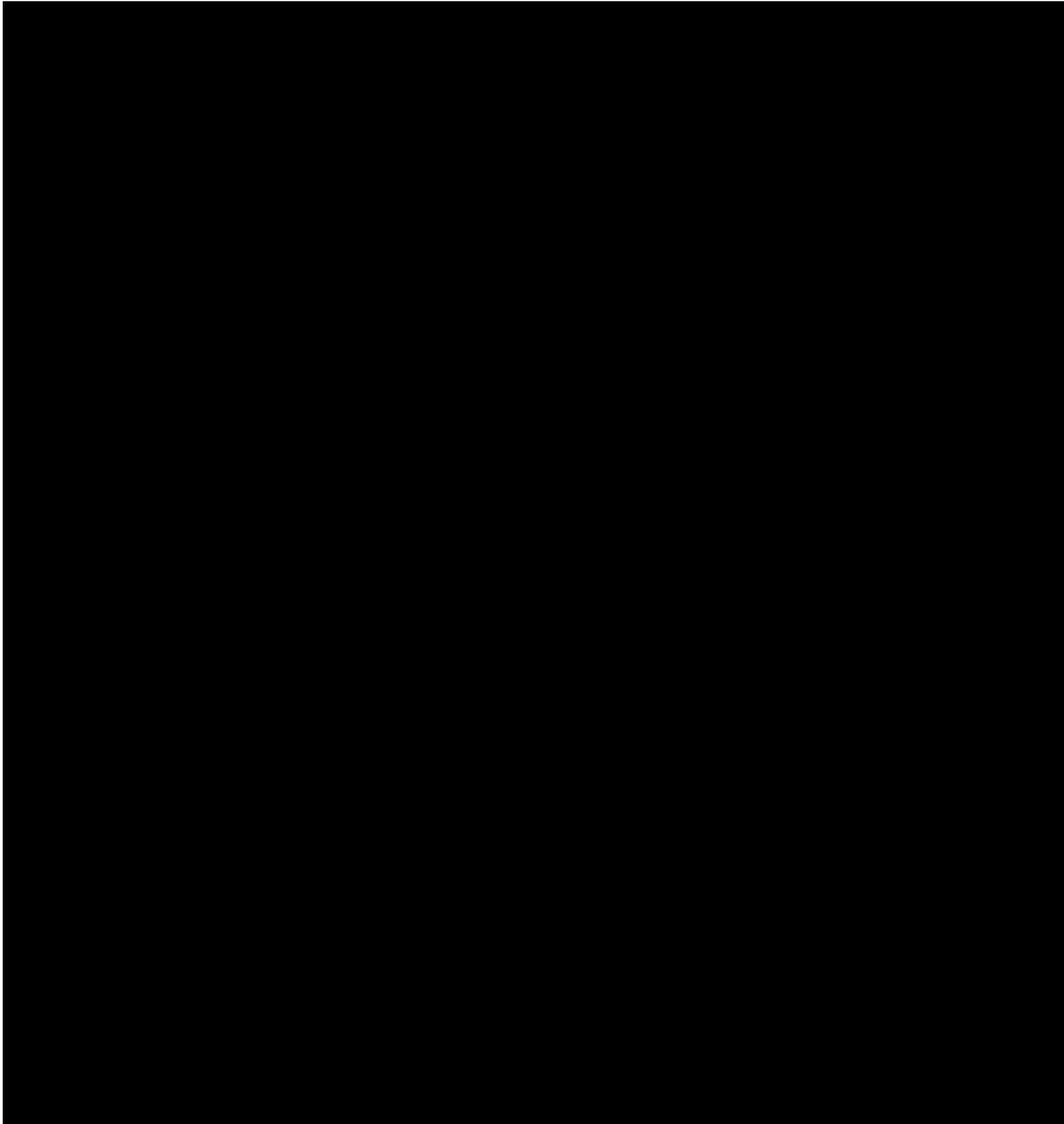
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DELIVERABLES



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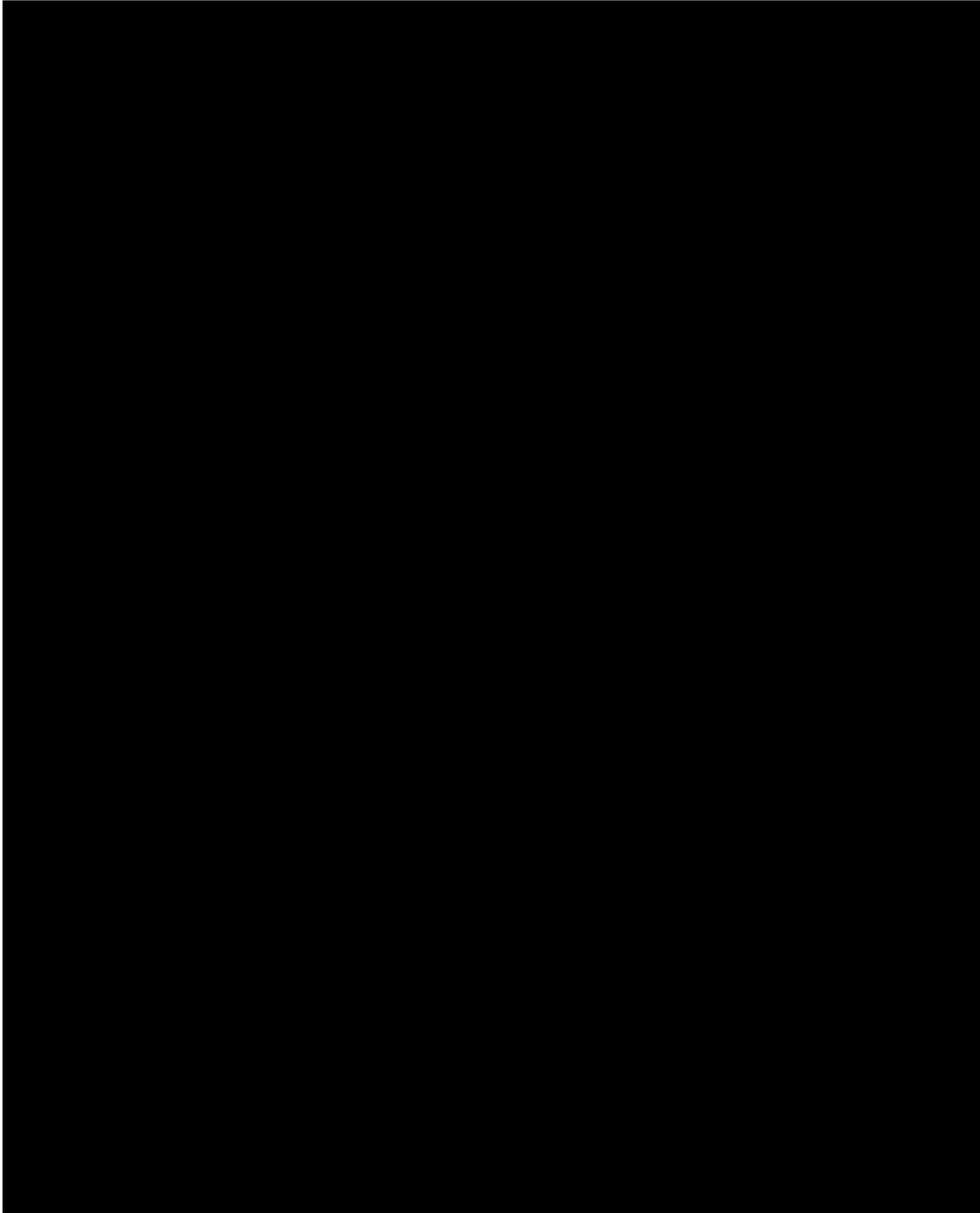
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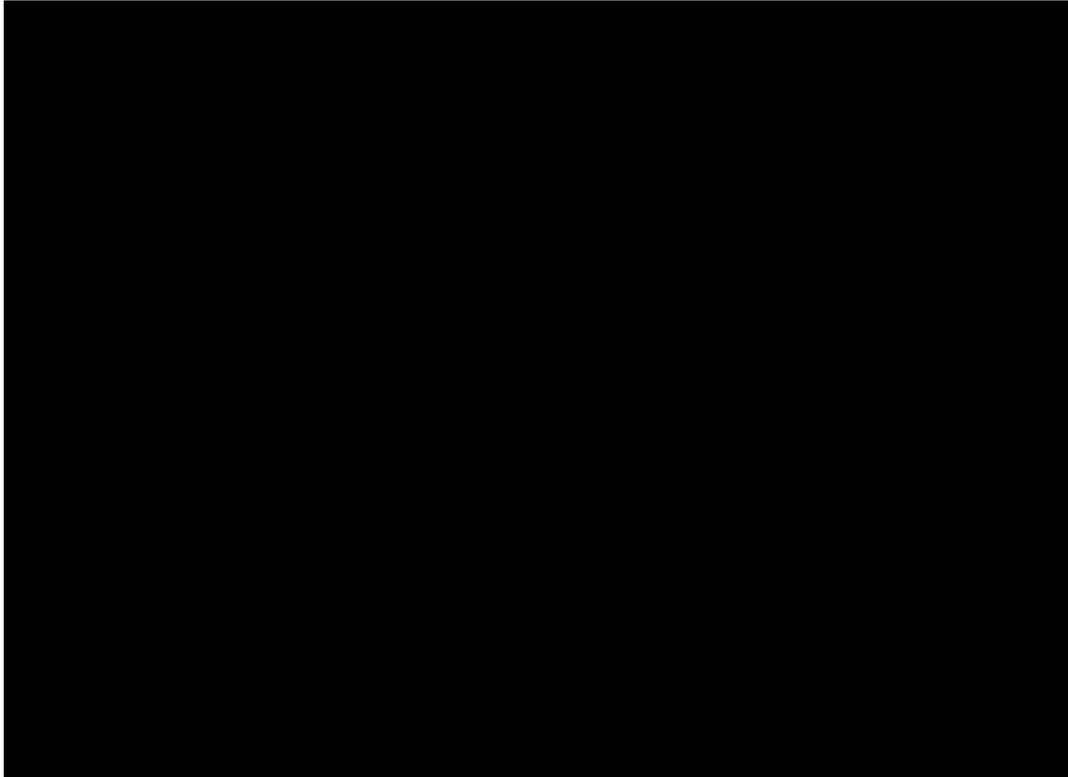
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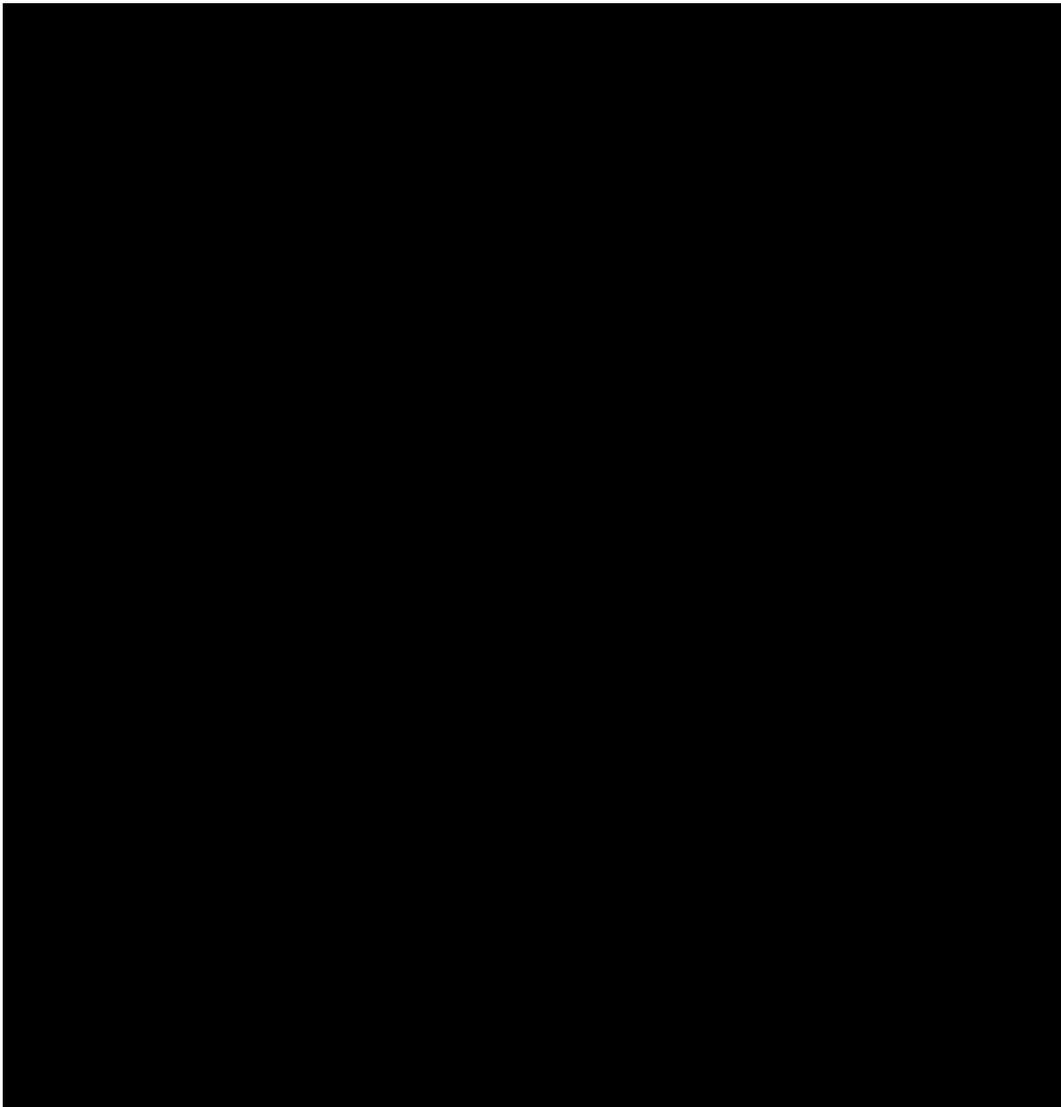
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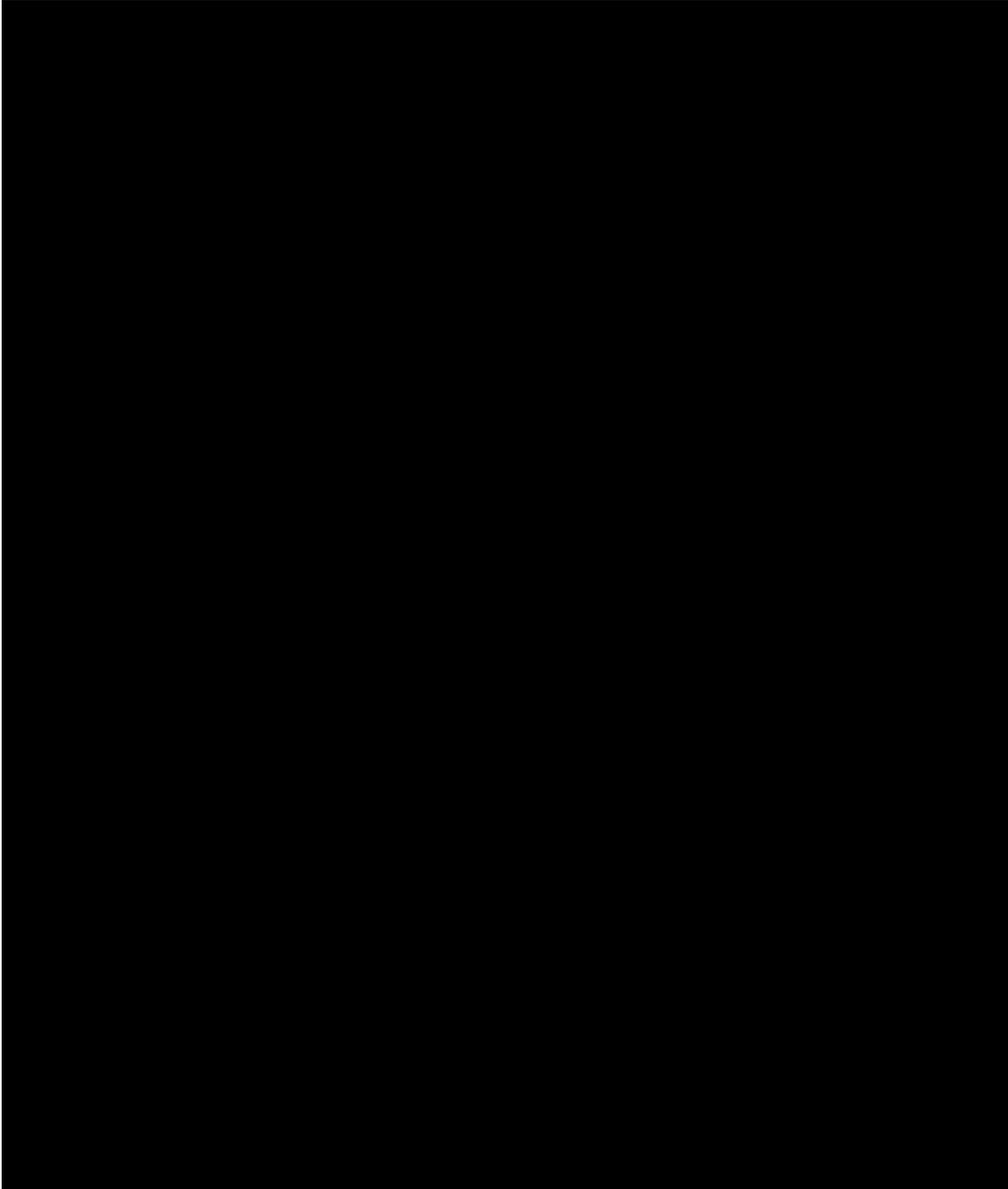
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SCHEDULE 3
IMPLEMENTATION PLAN



Milestones



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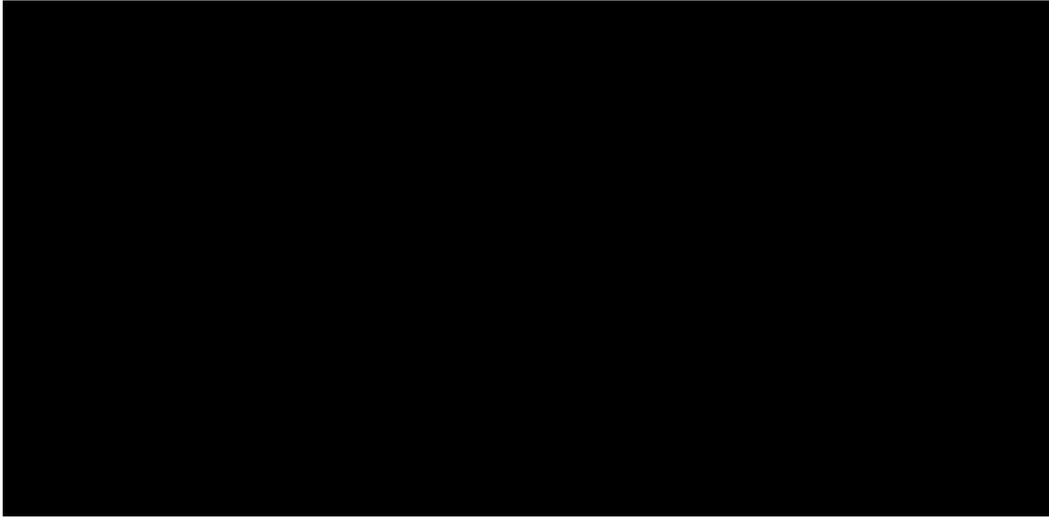
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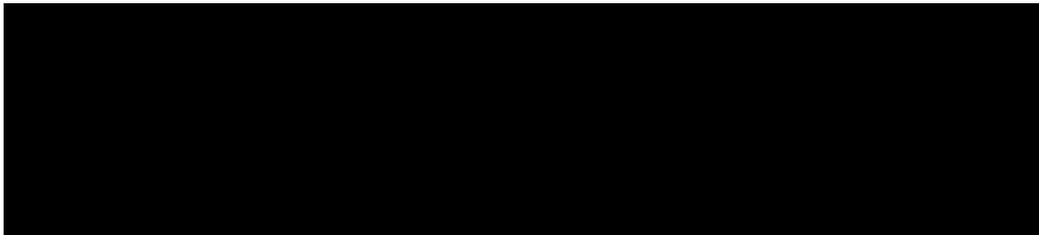
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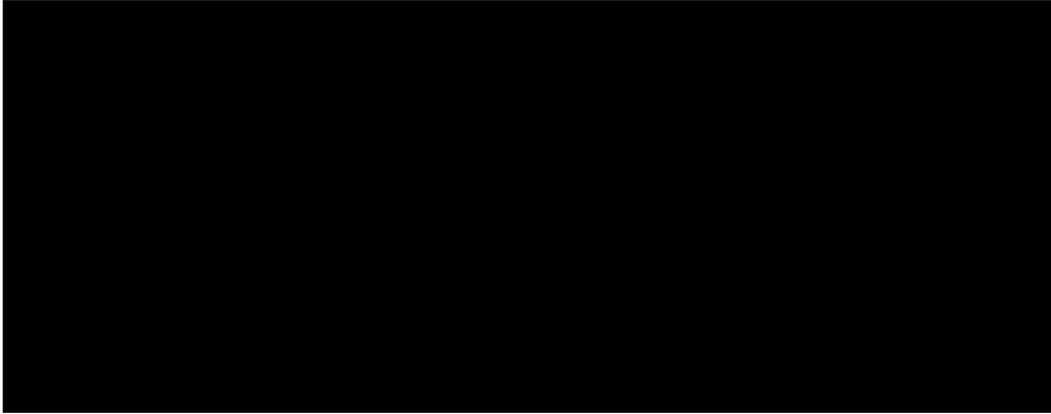


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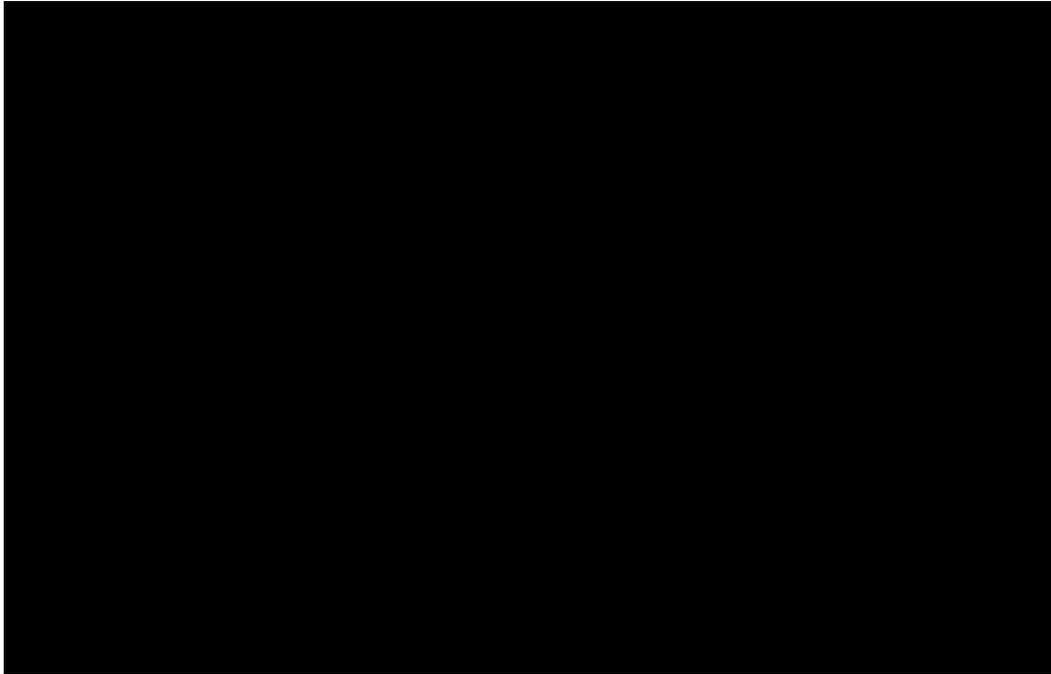
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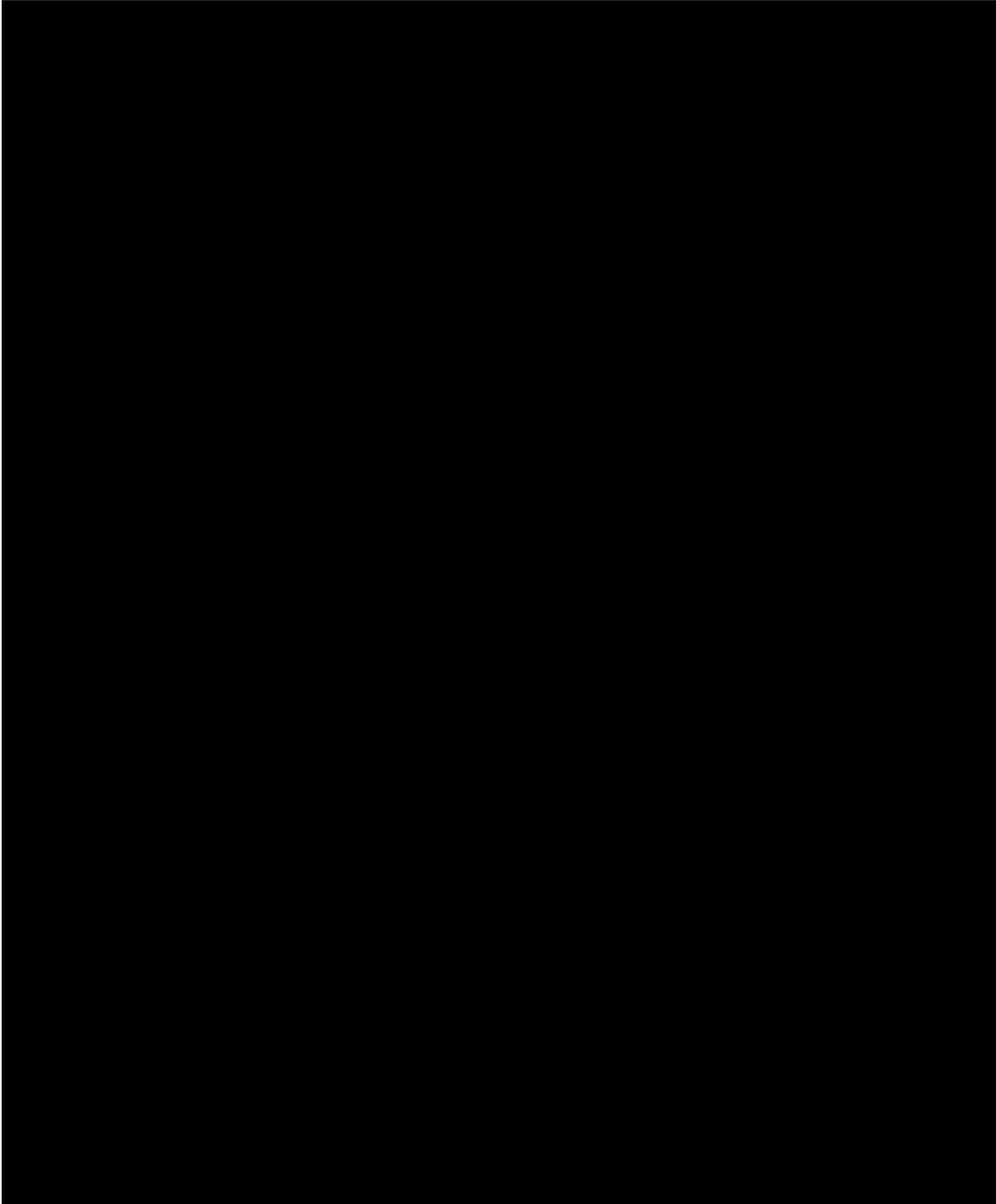
Attachment 1: Key Assumptions for Success



Attachment 2: Critical interaction points



Attachment 3: Mobilization plan



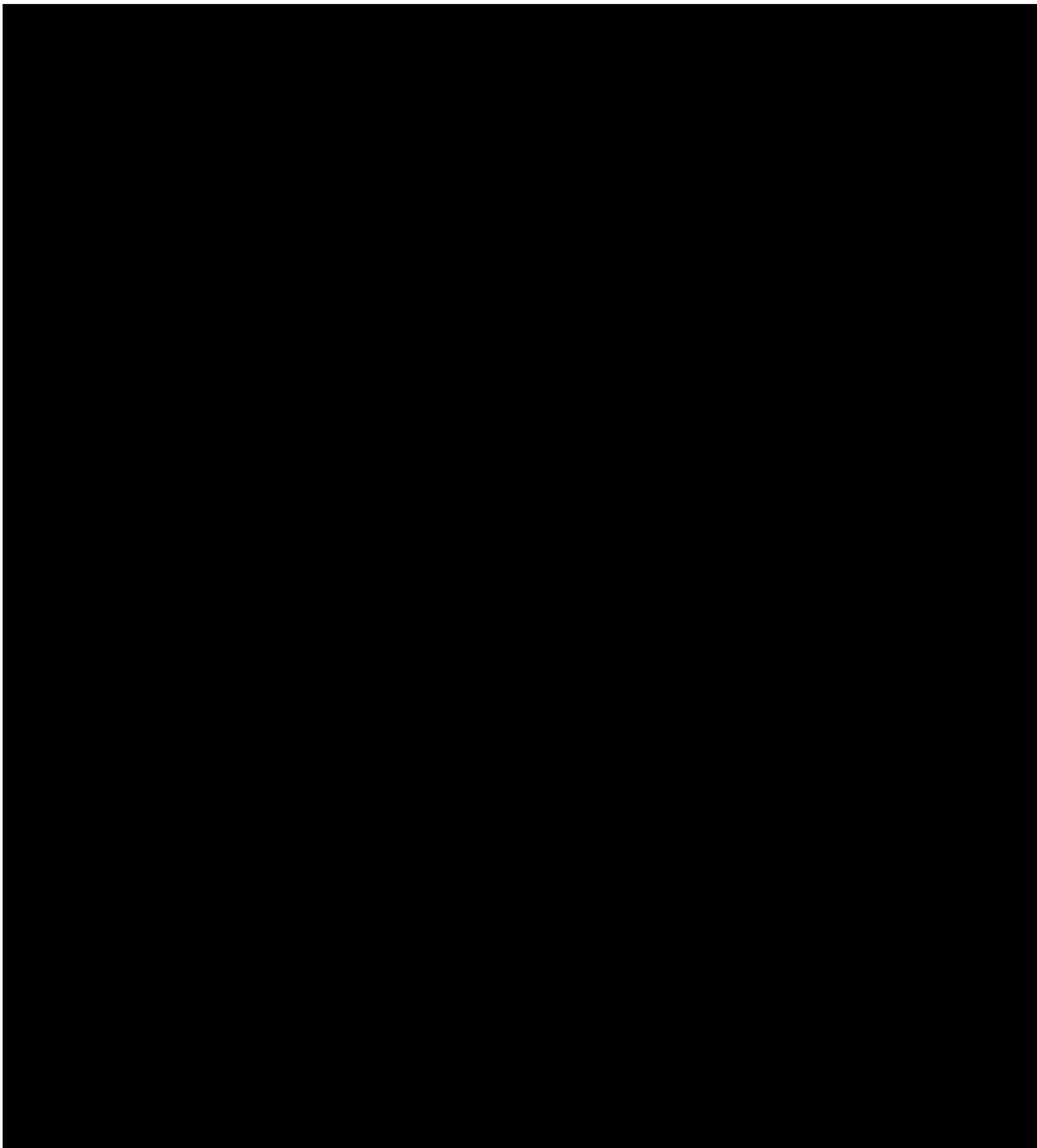
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EXHIBIT C

**NATIONAL GRID
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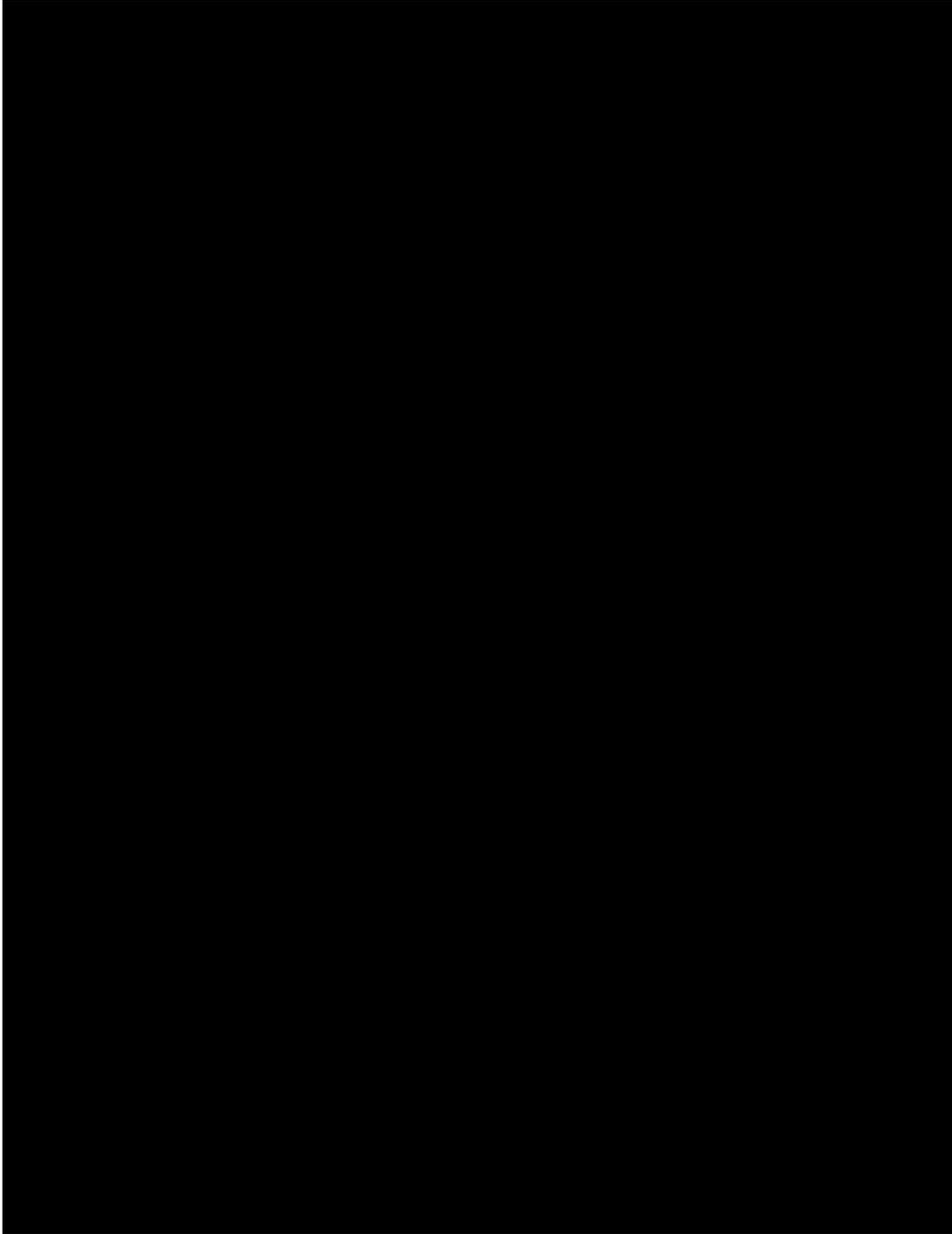
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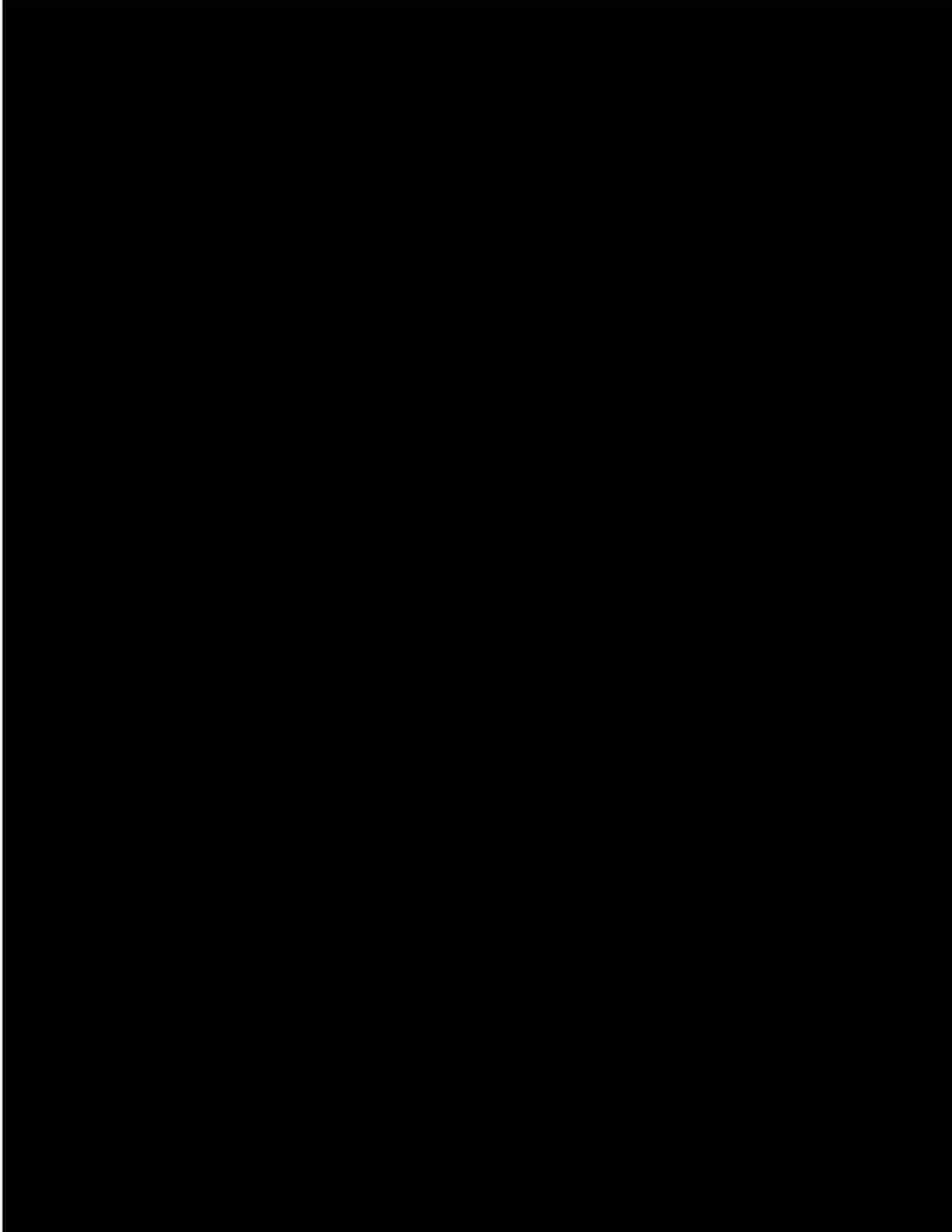
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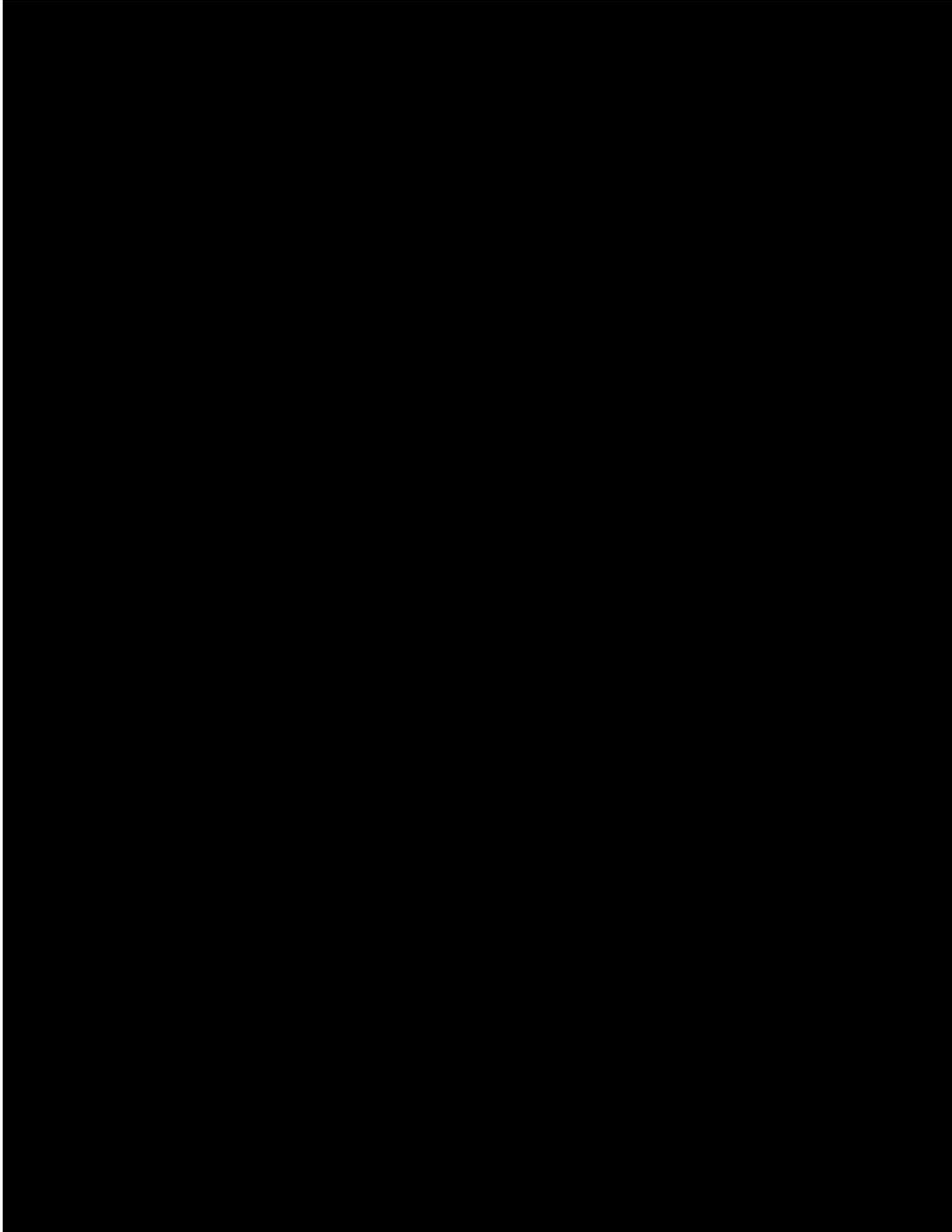
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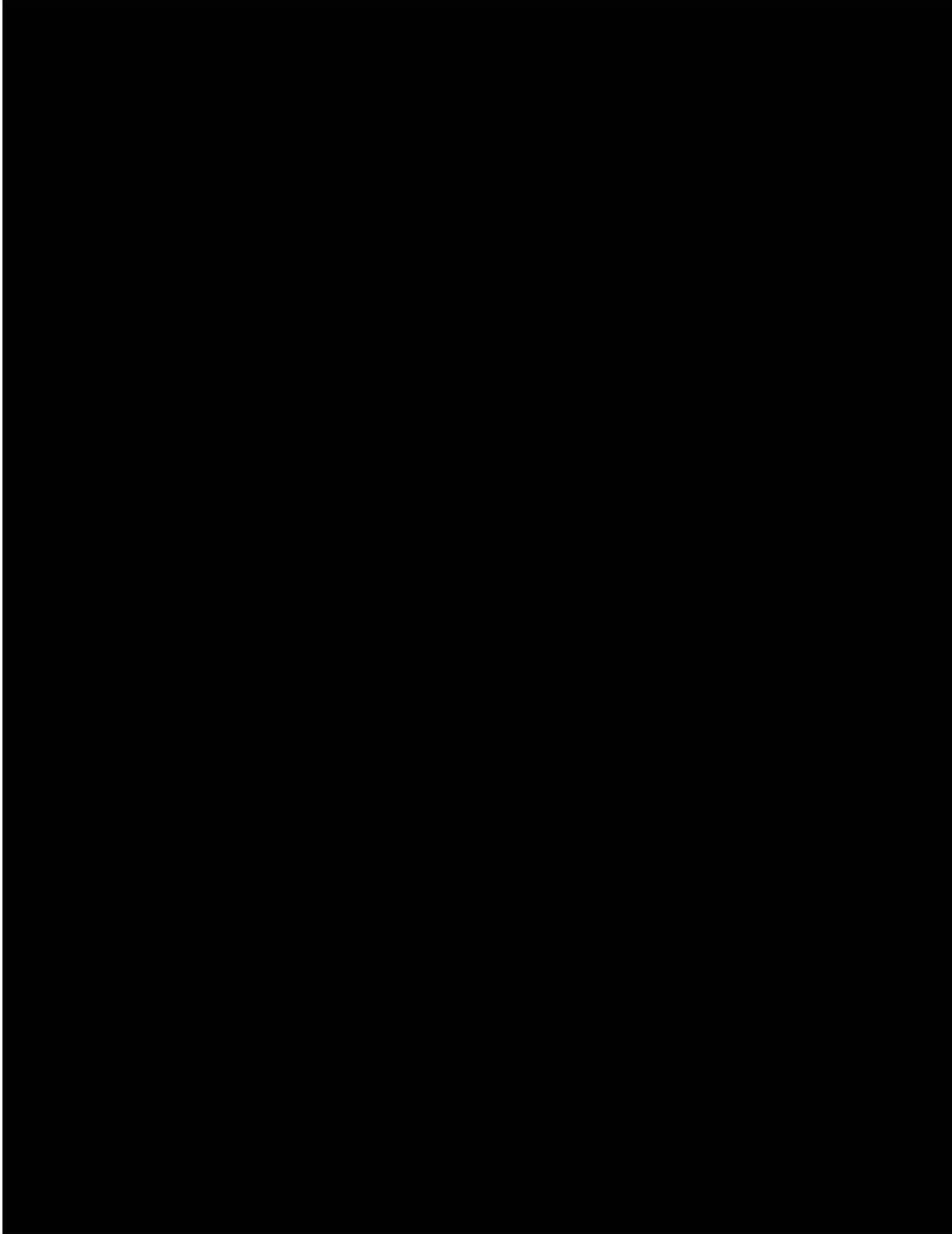
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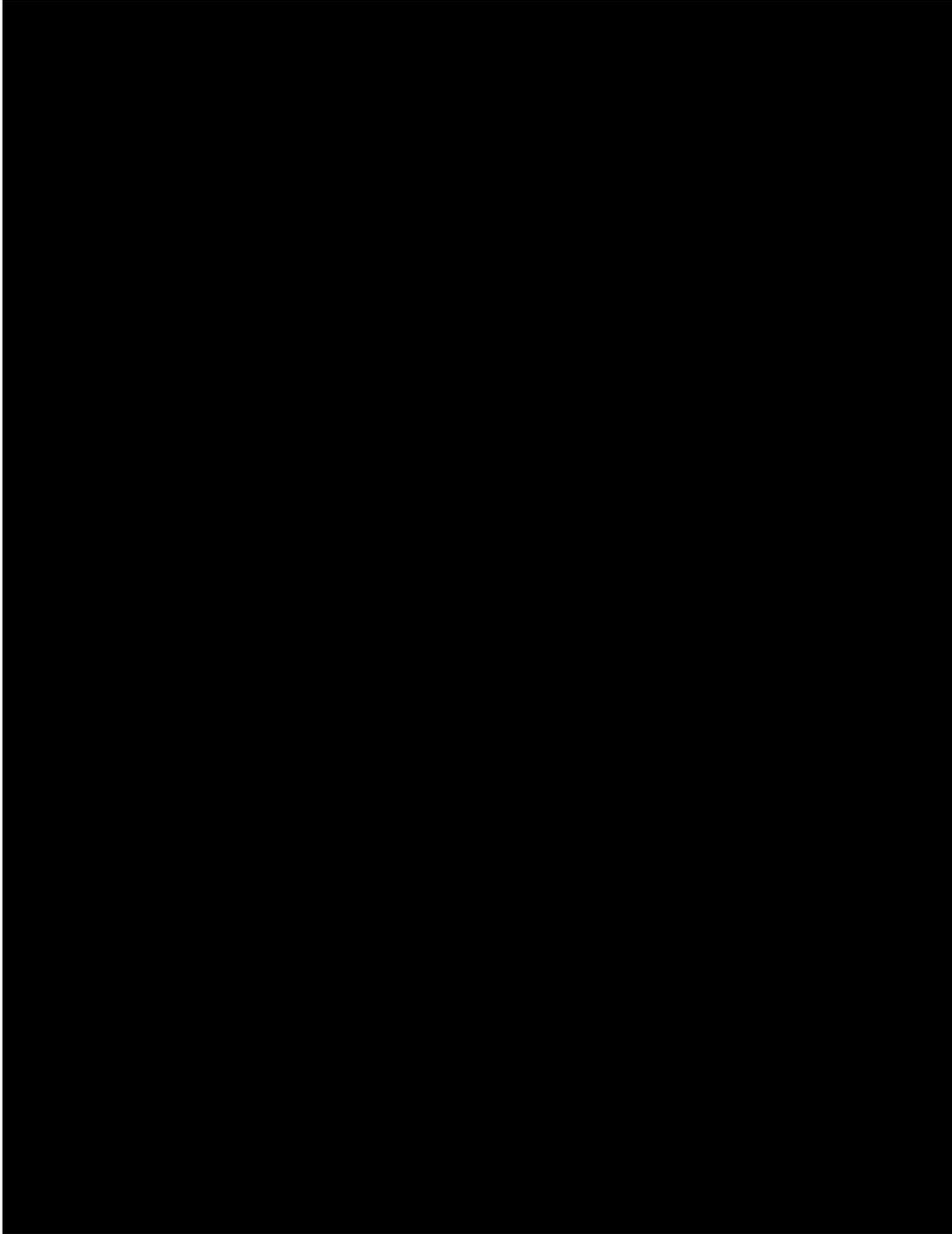
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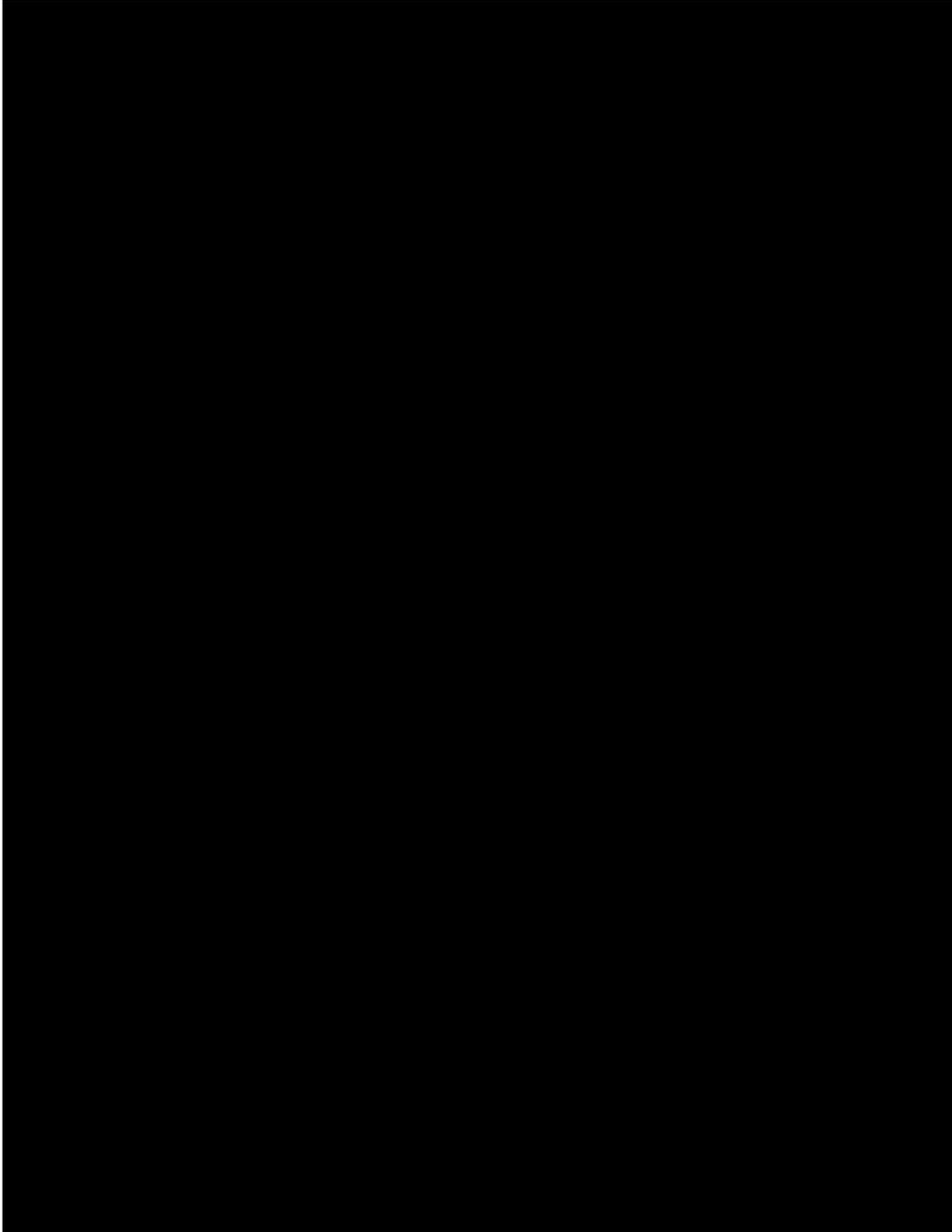
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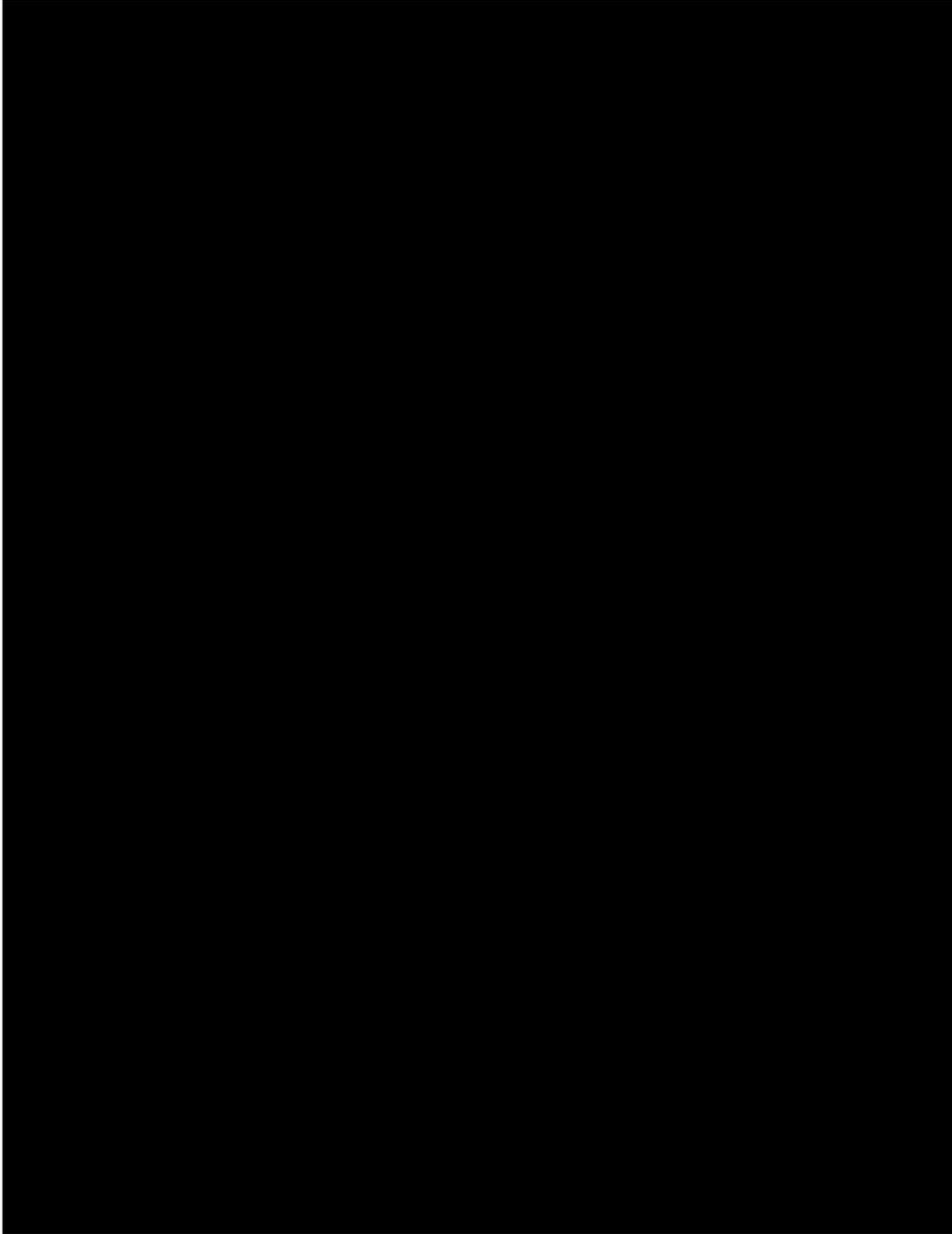
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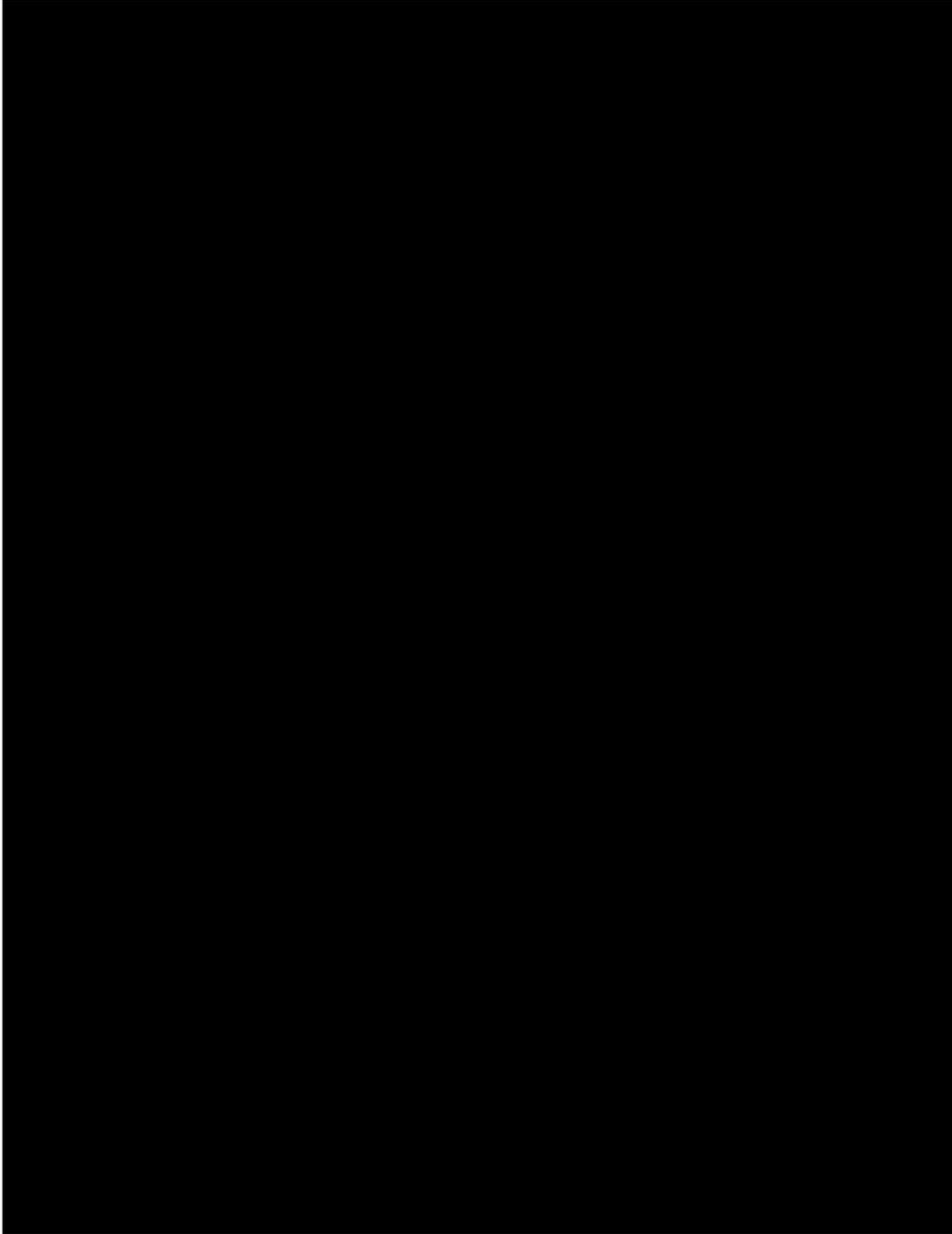
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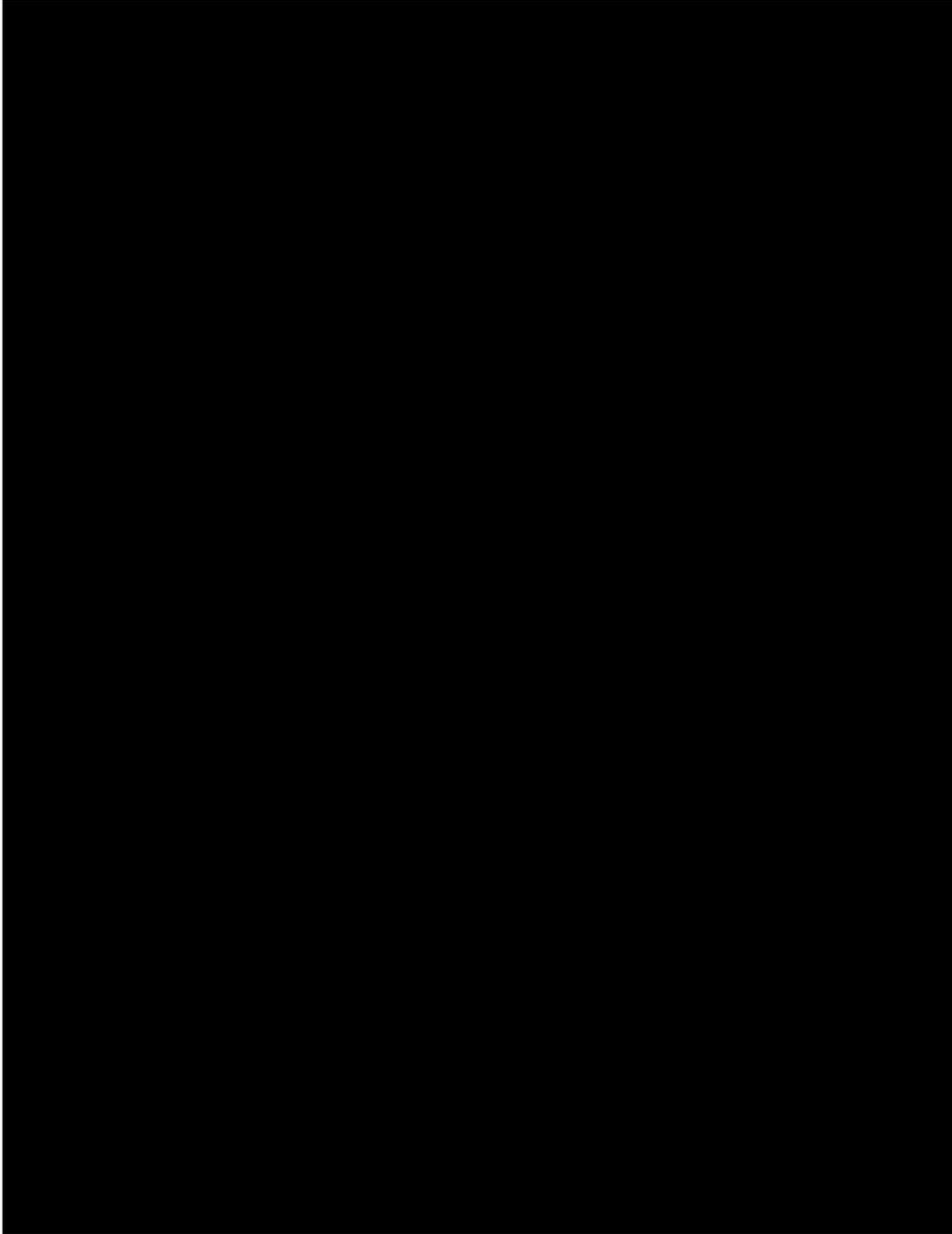
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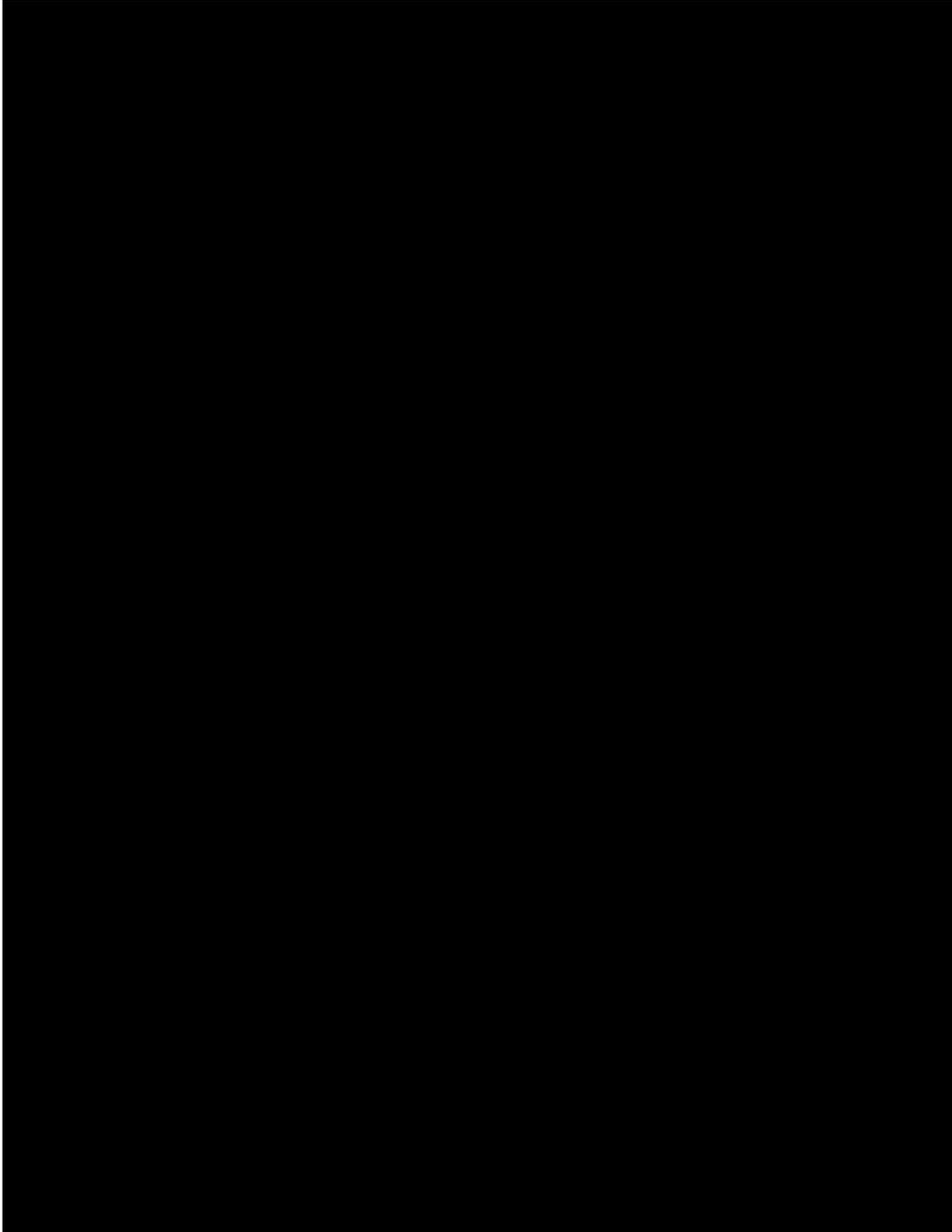
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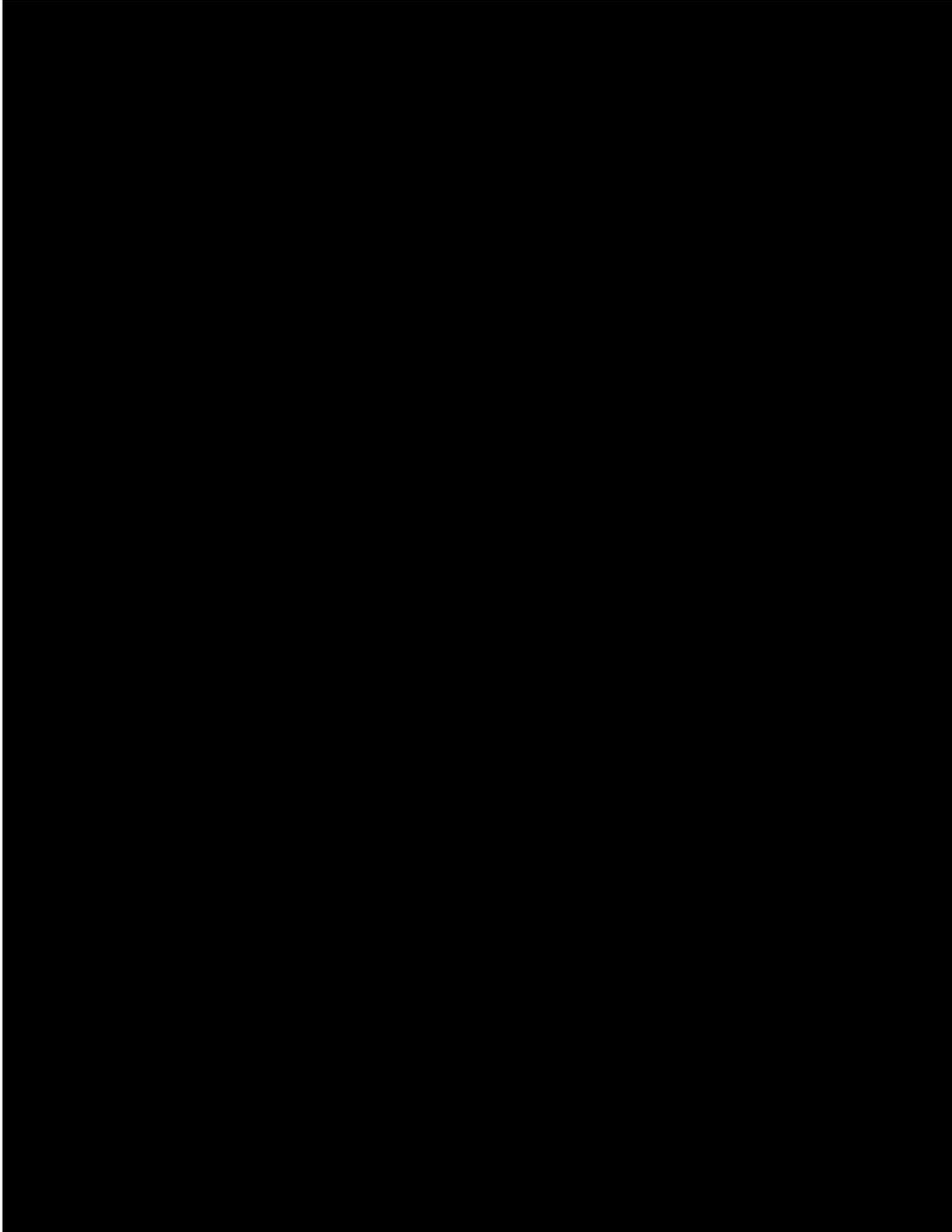
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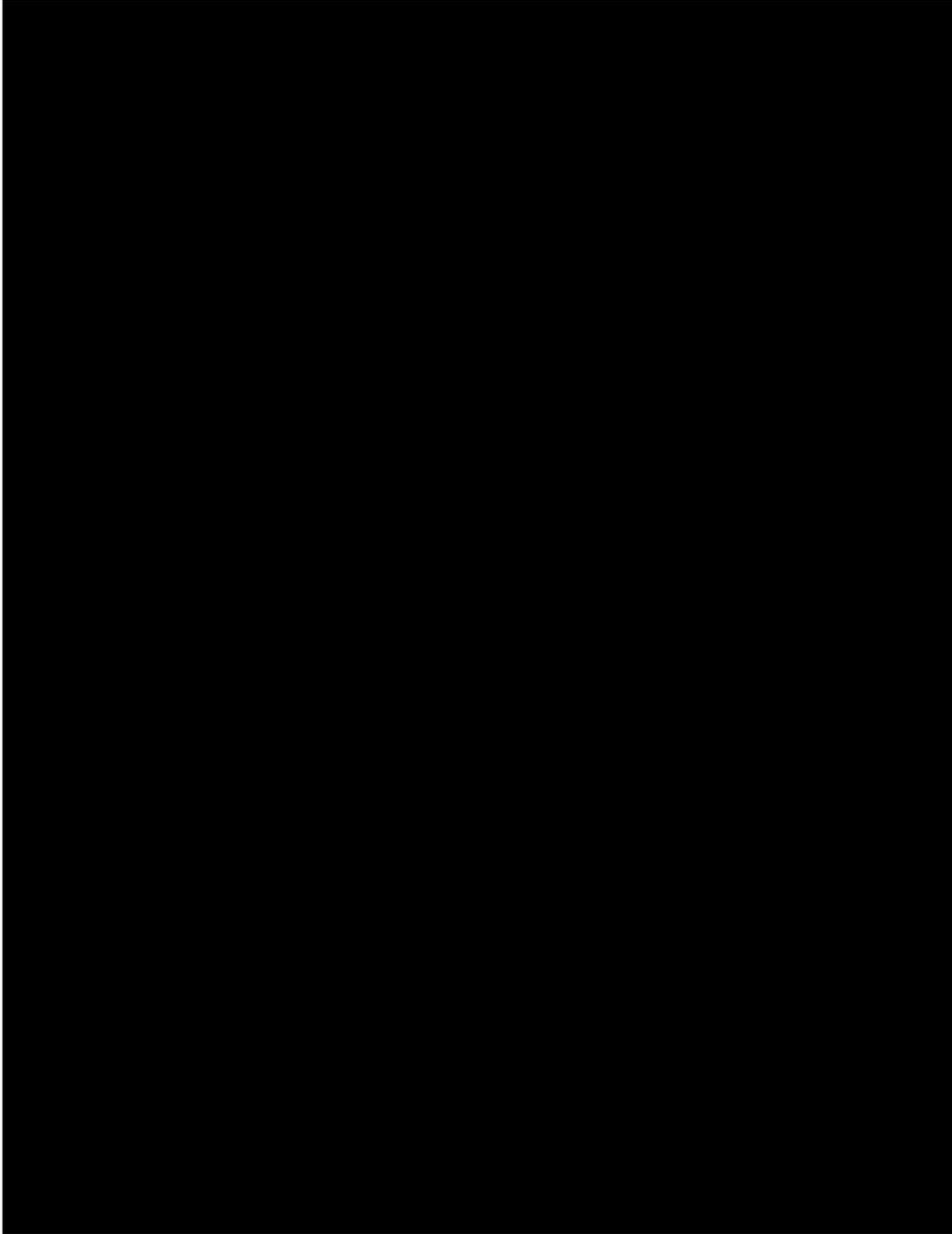
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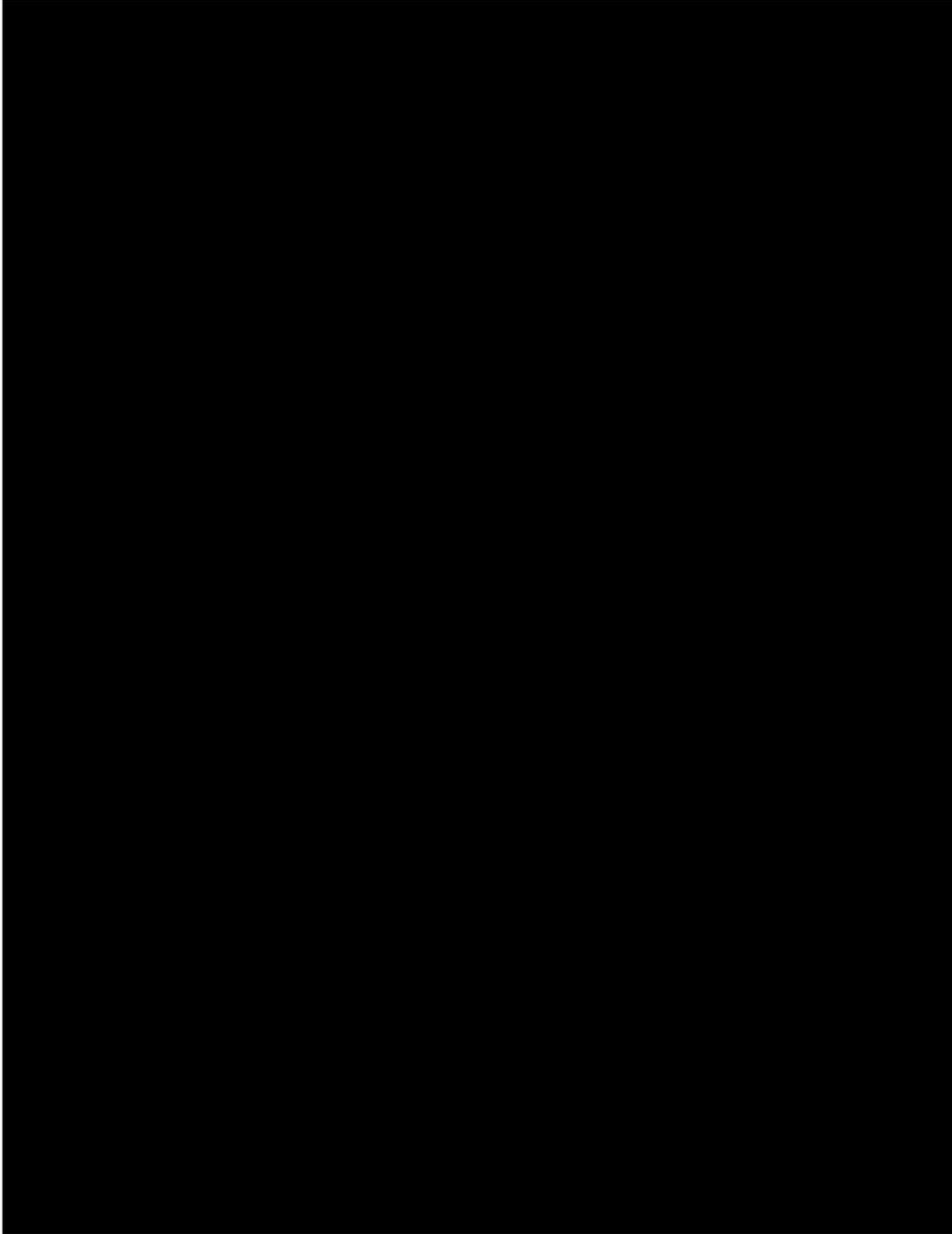
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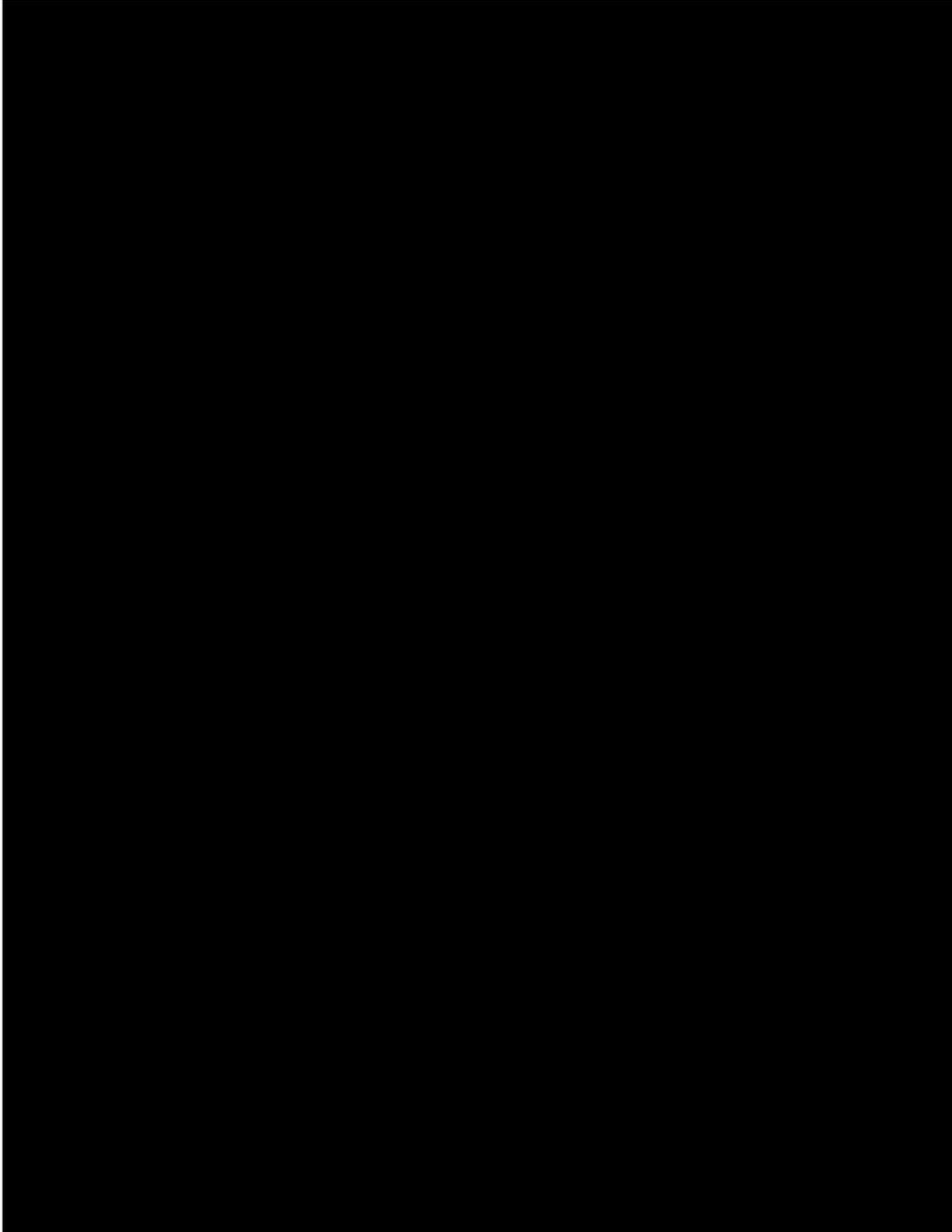
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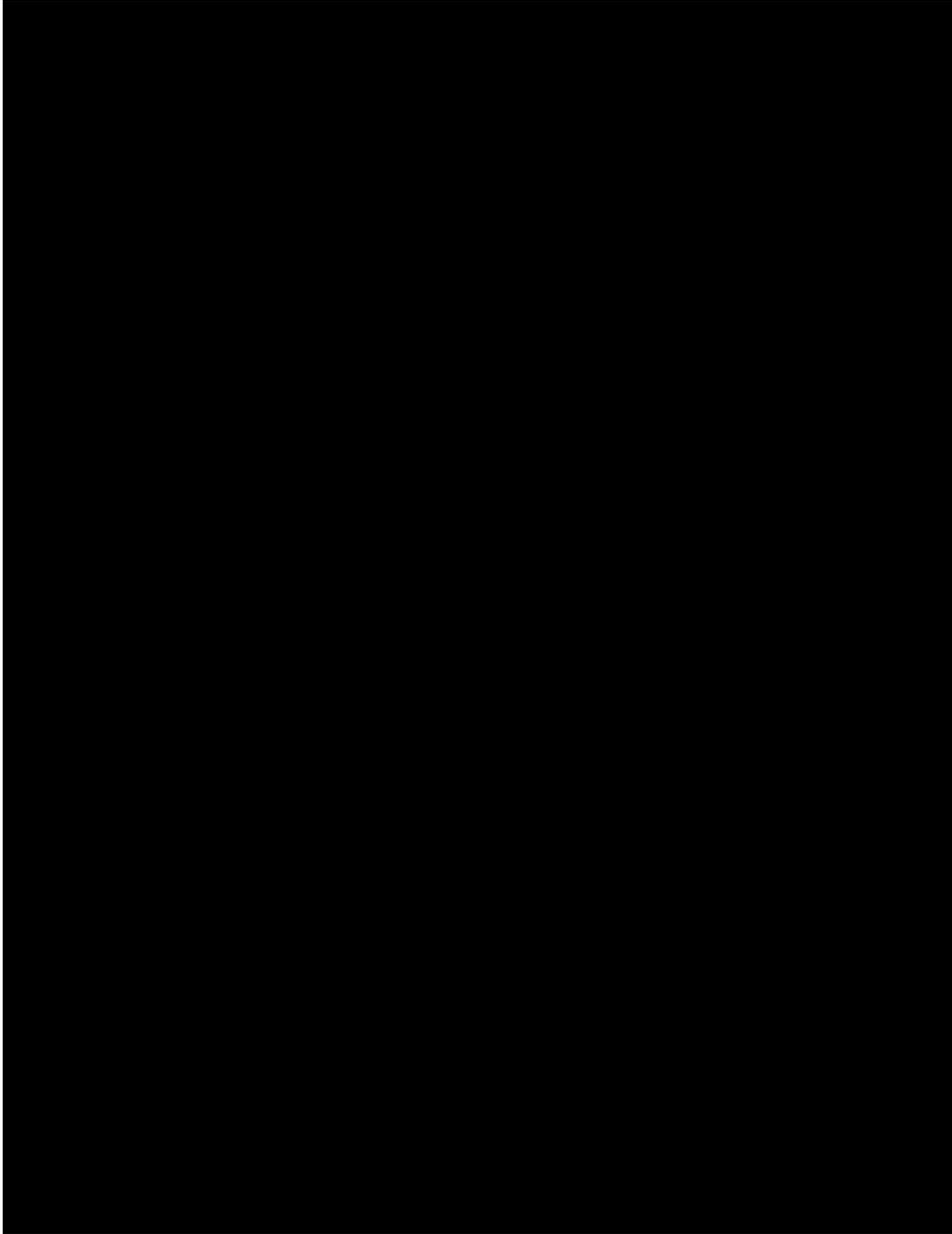
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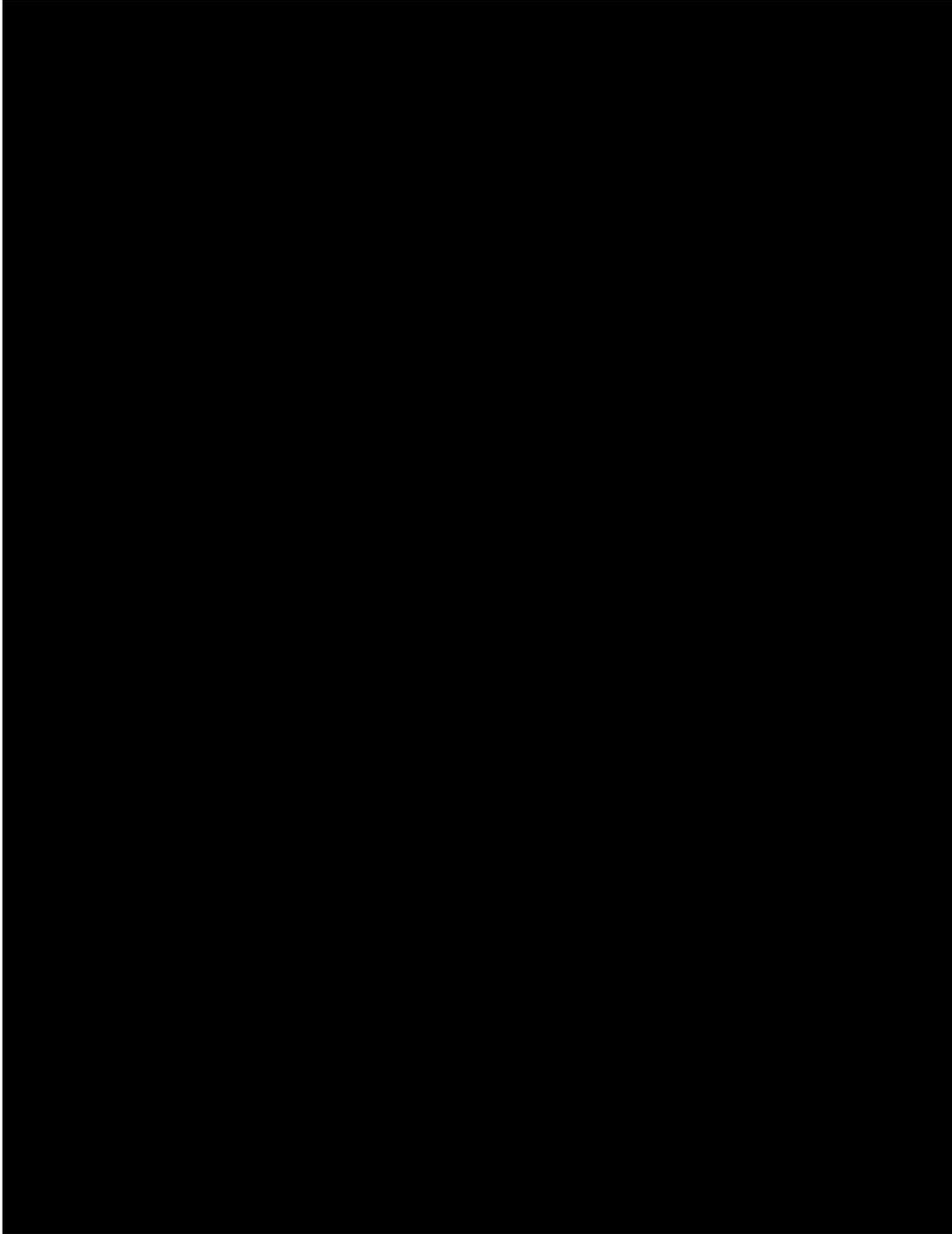
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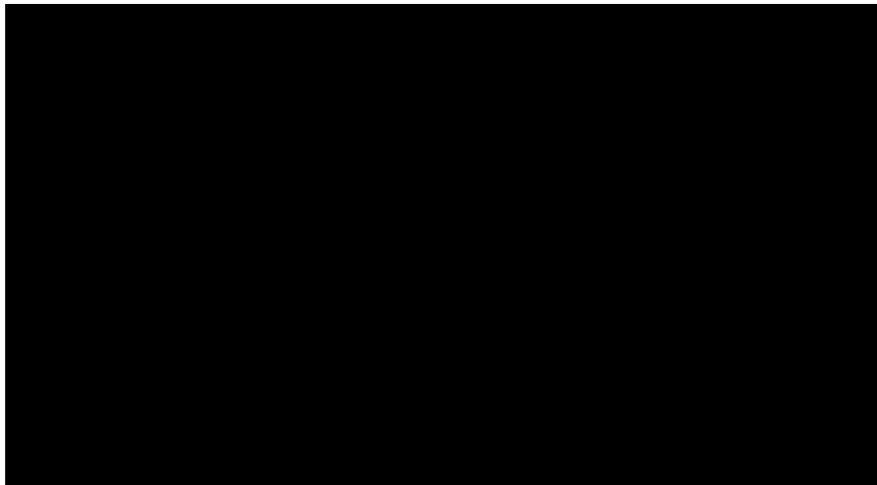
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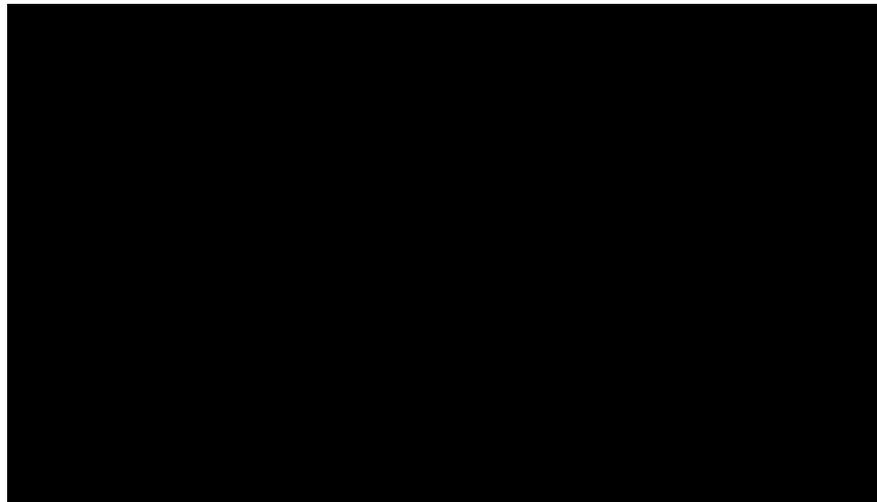
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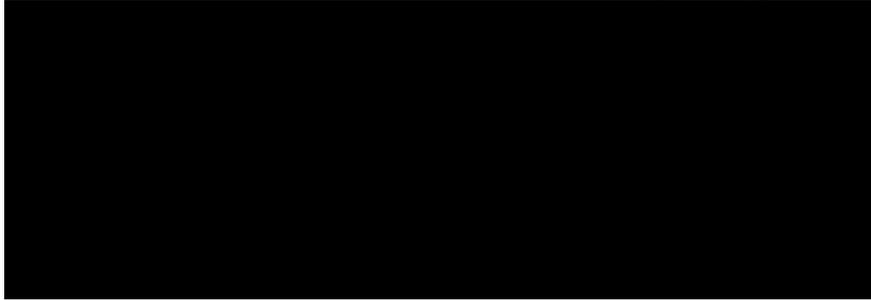
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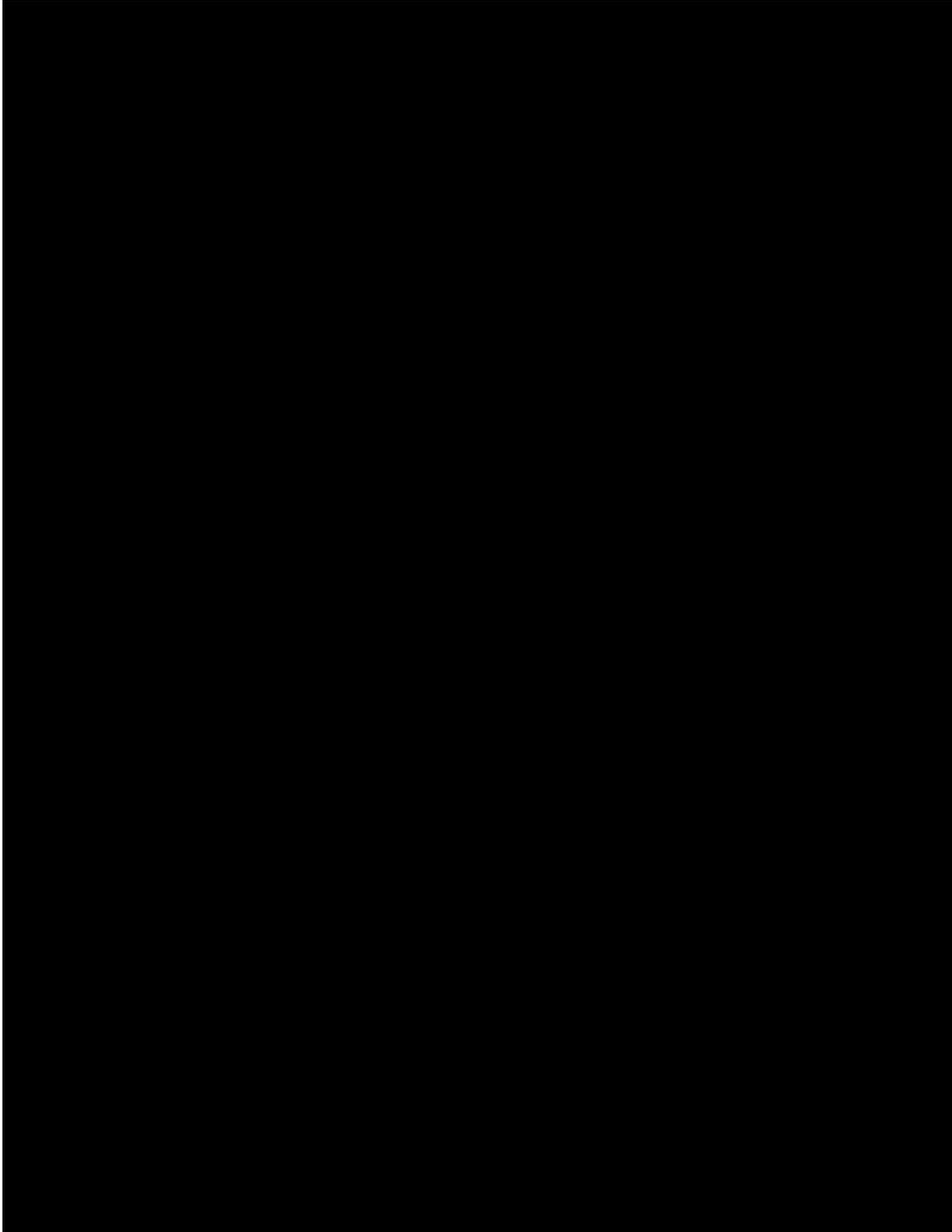
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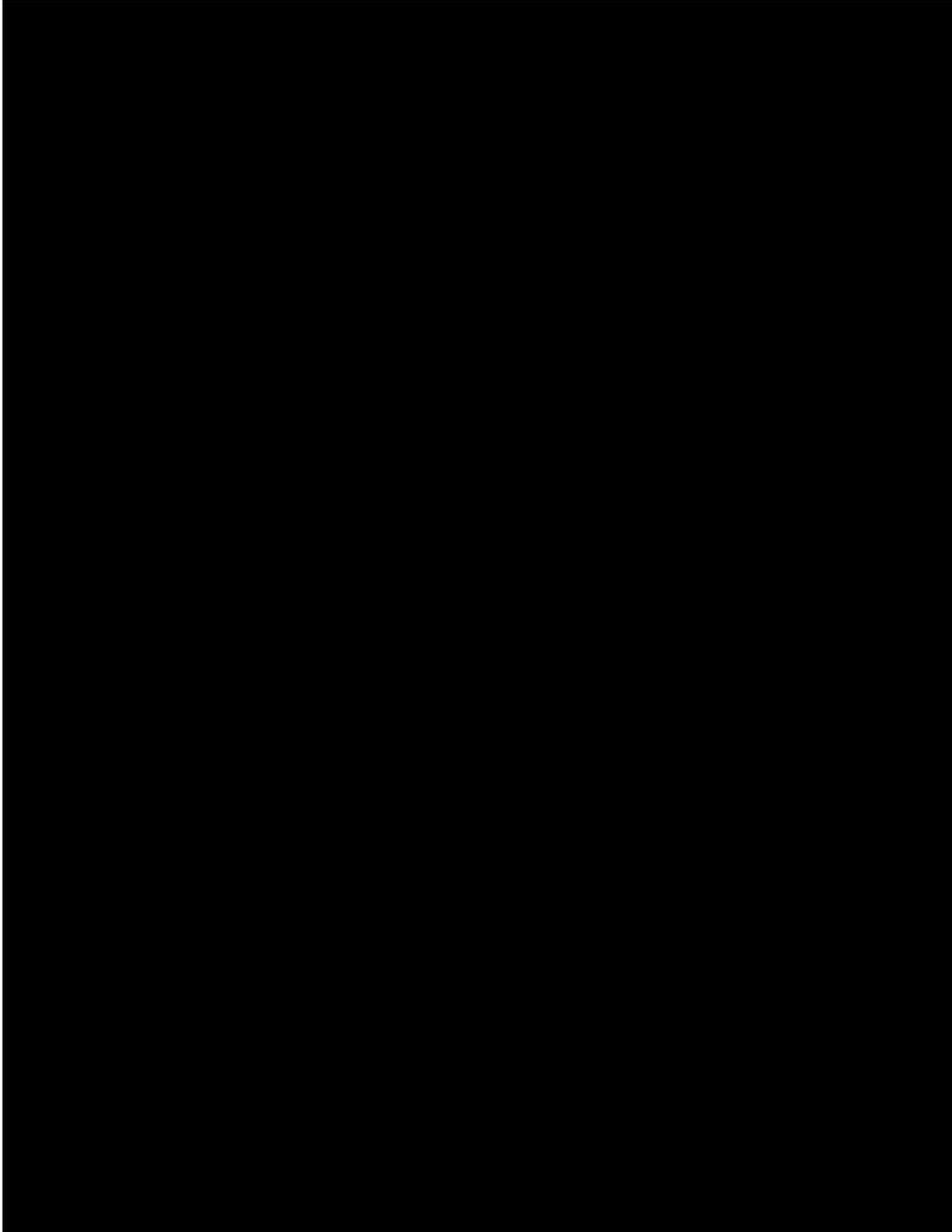
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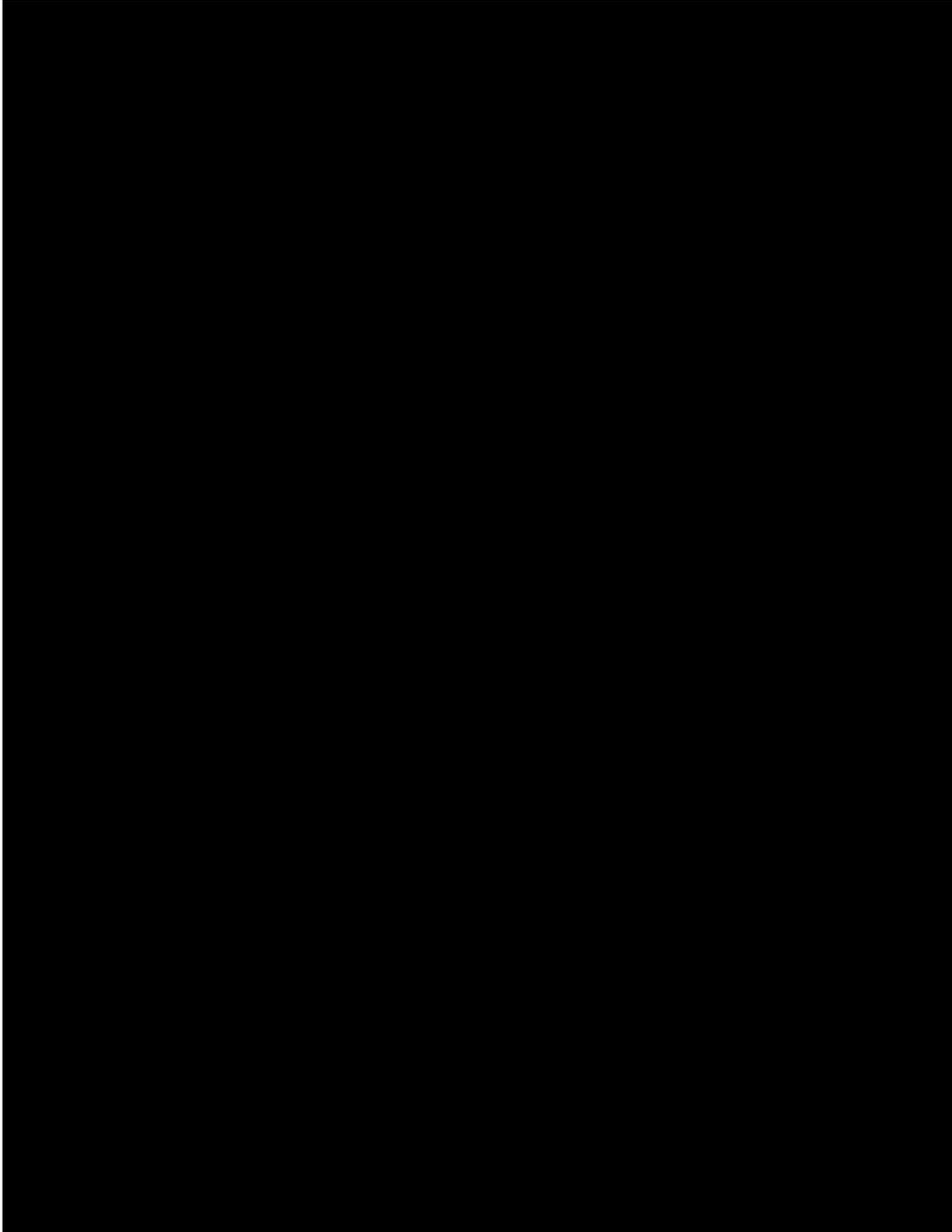
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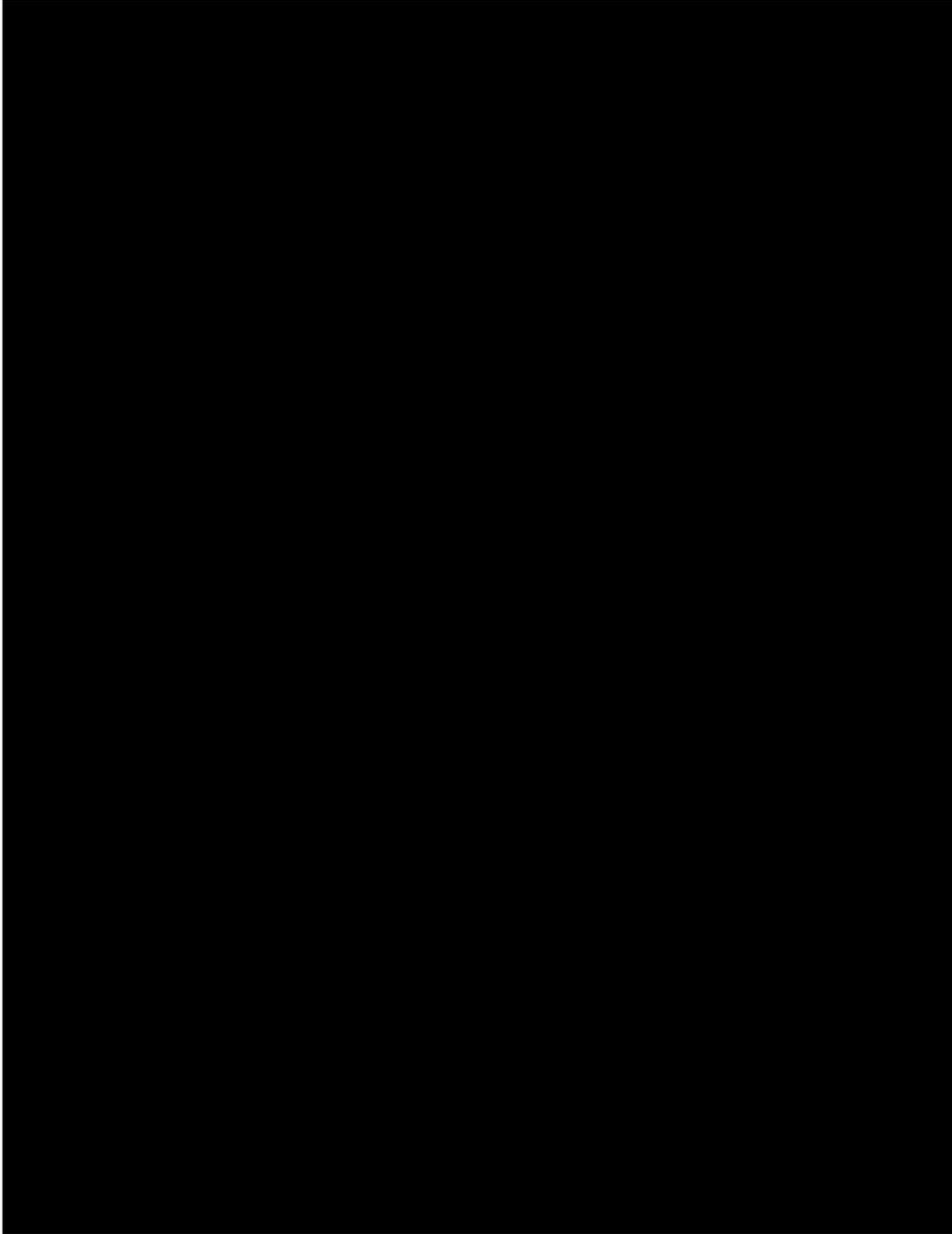
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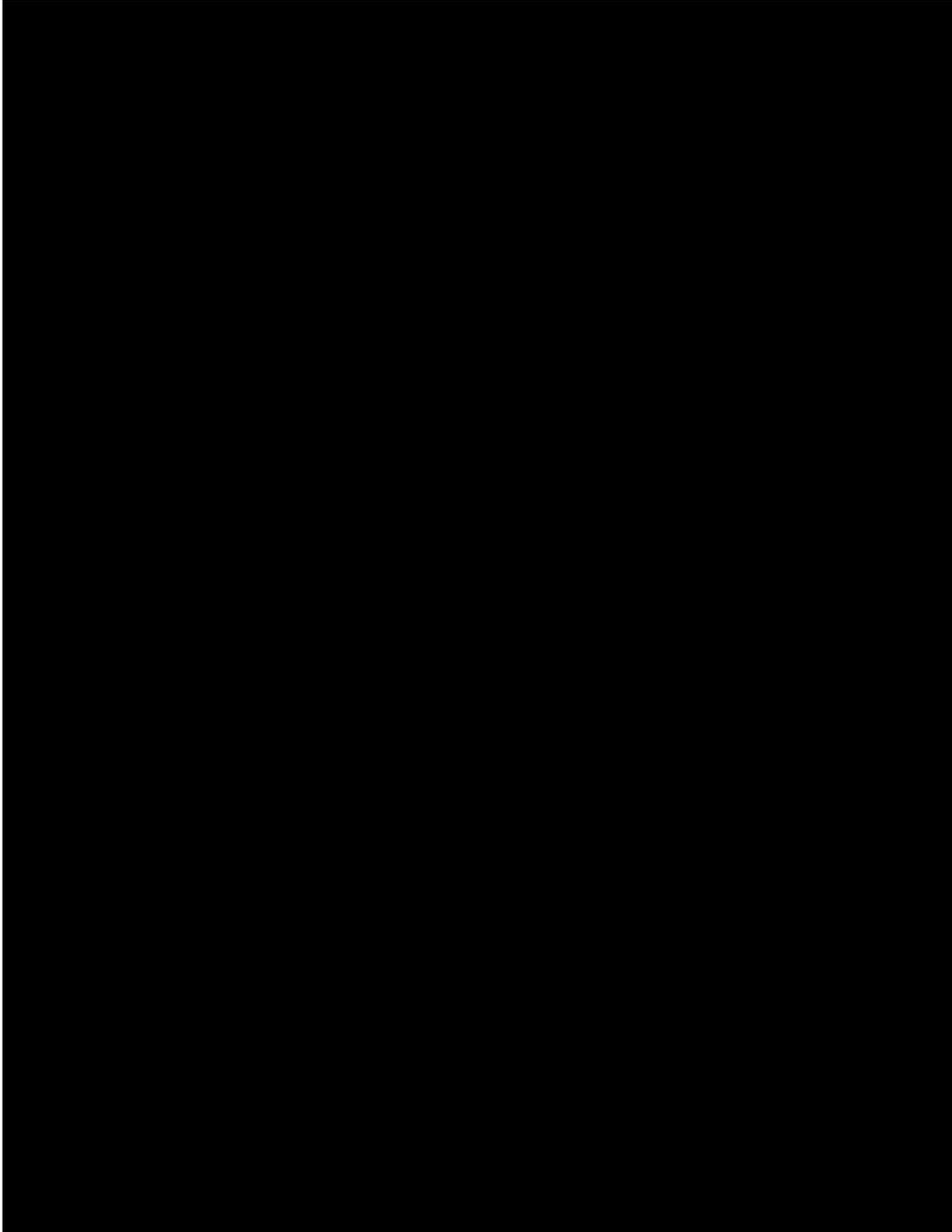
Boston Gas Company and Colonial Gas Company

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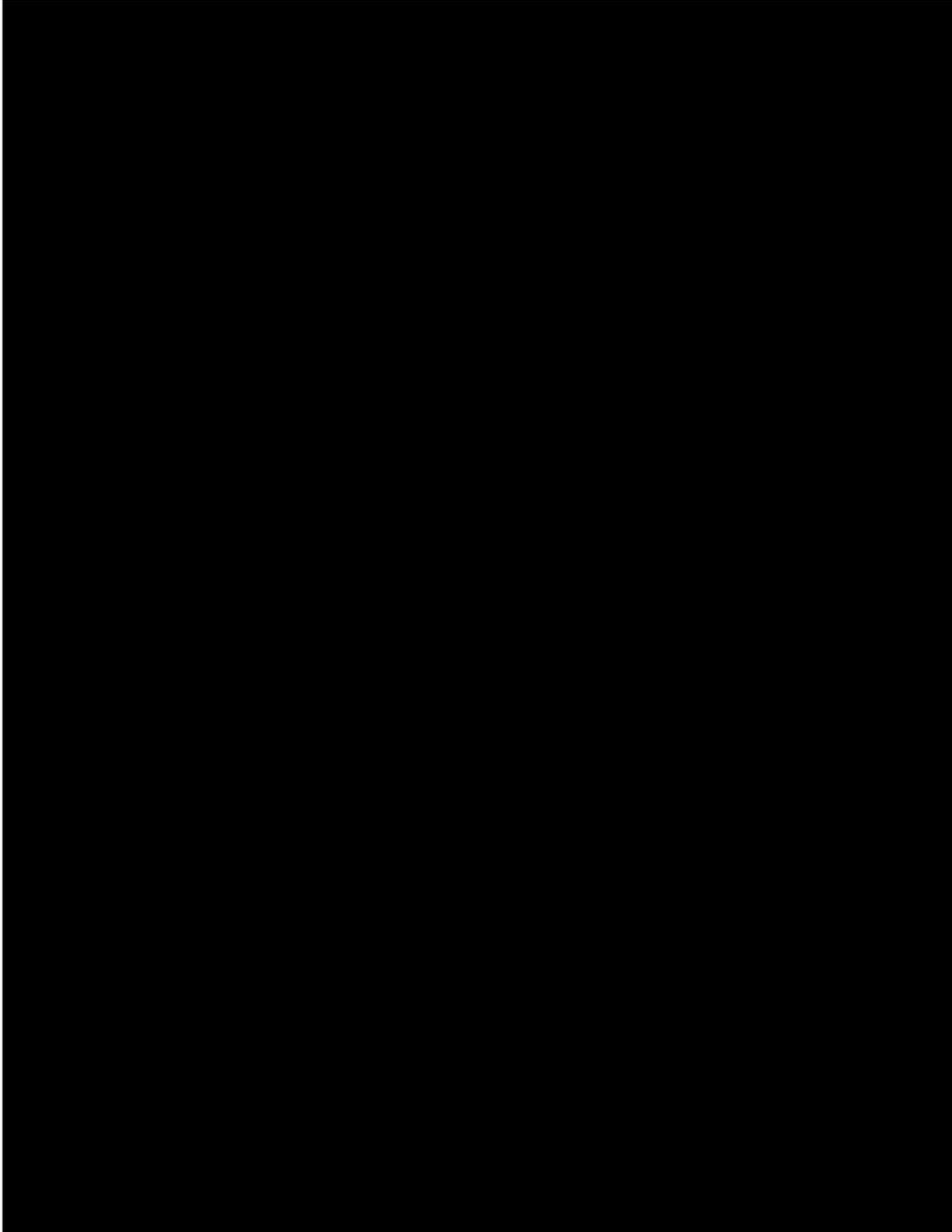
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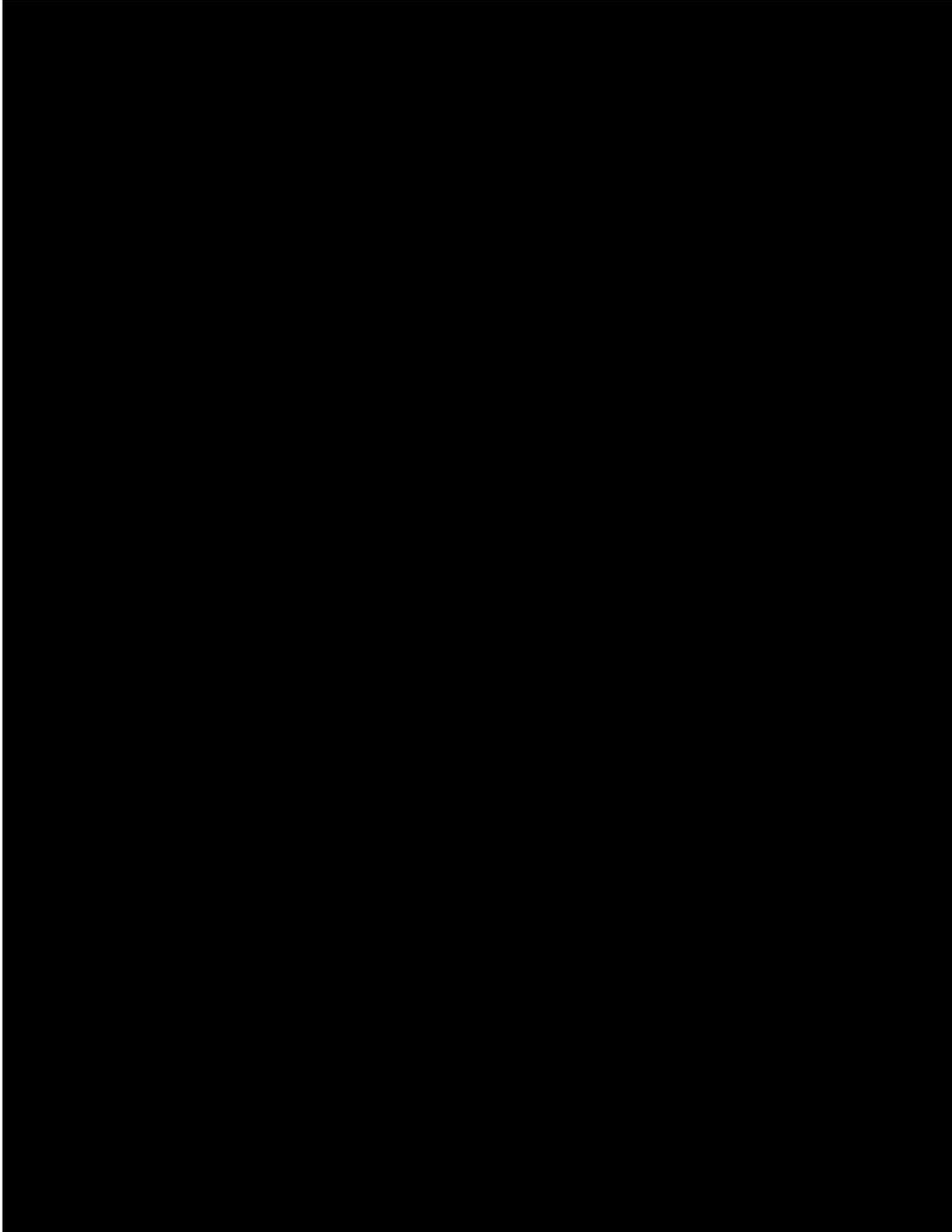
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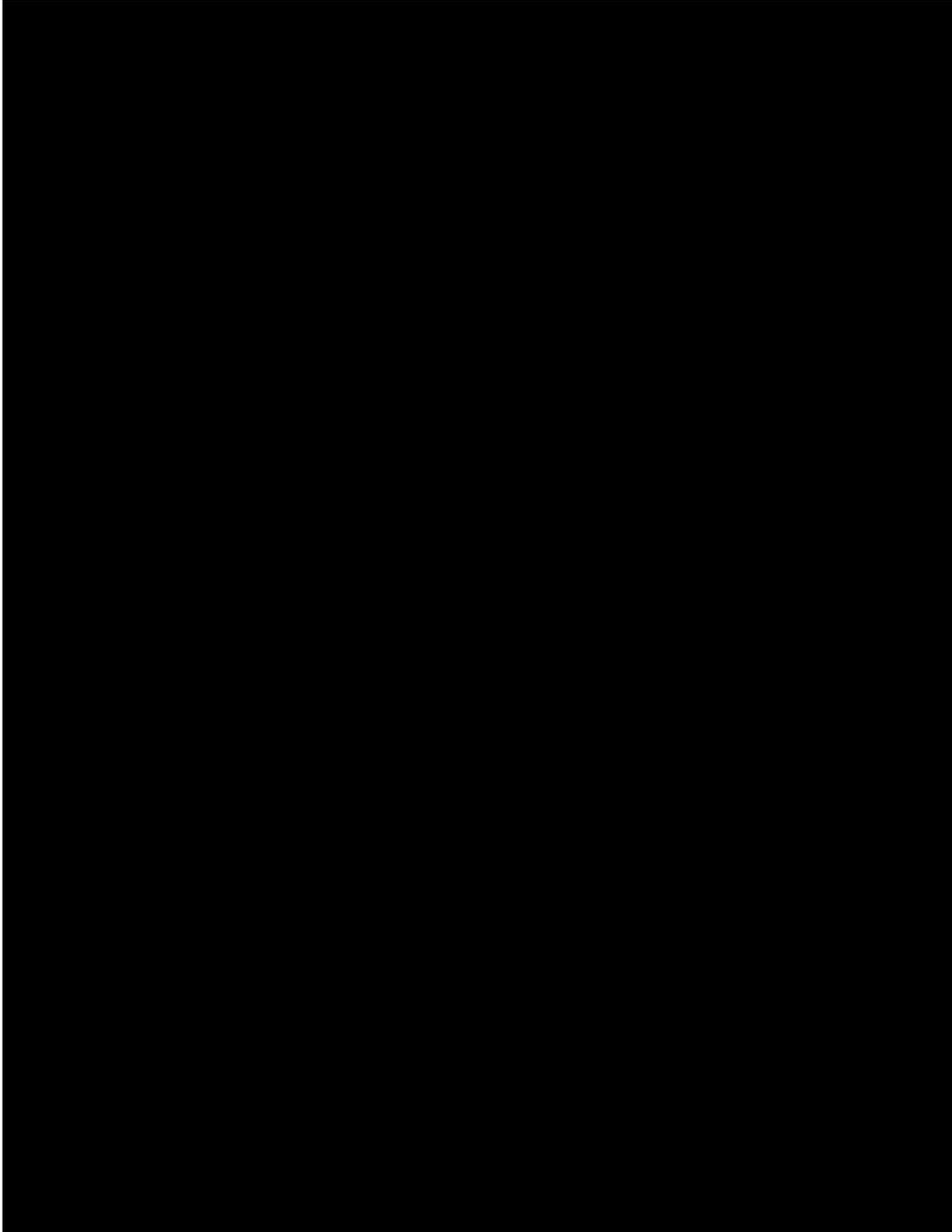
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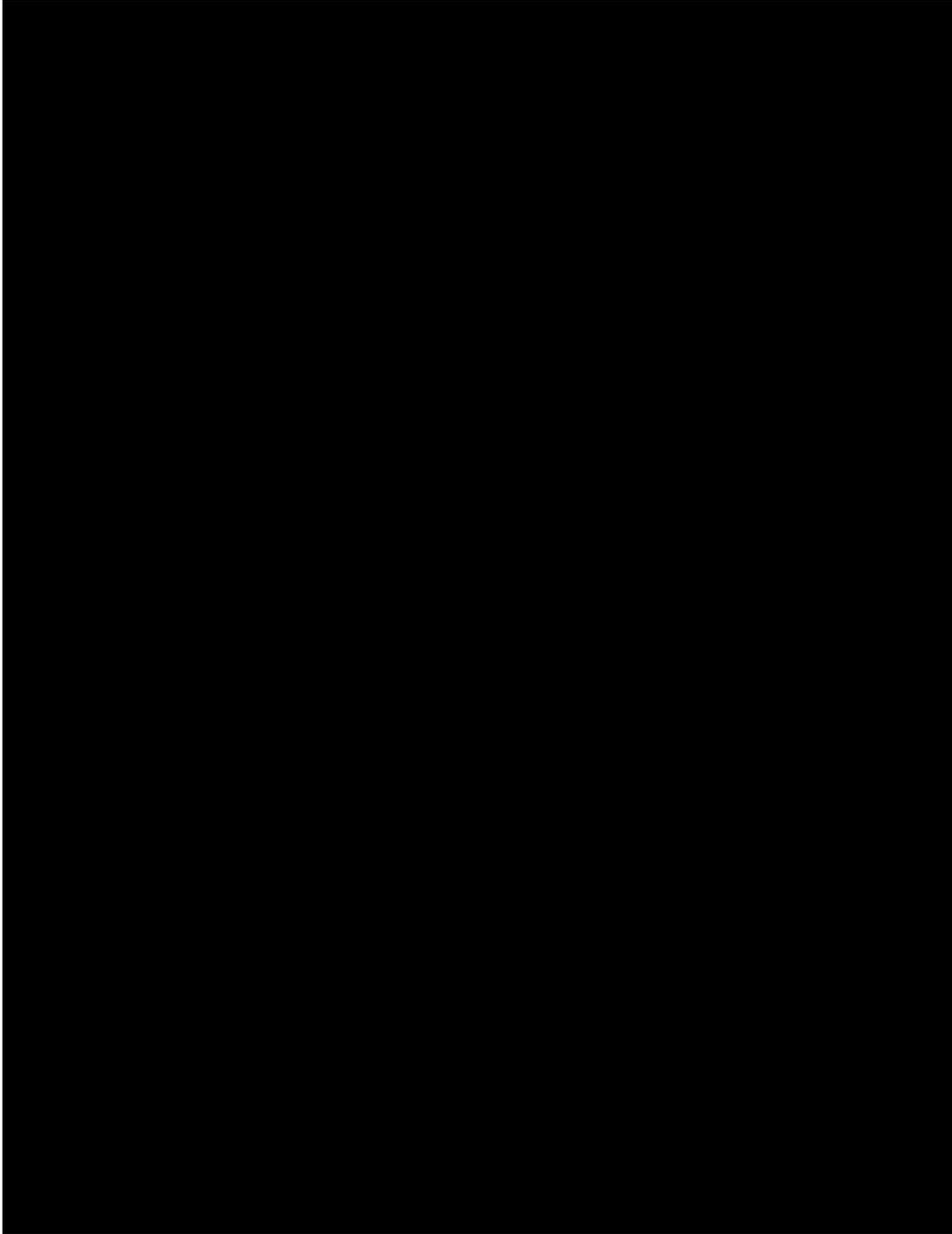
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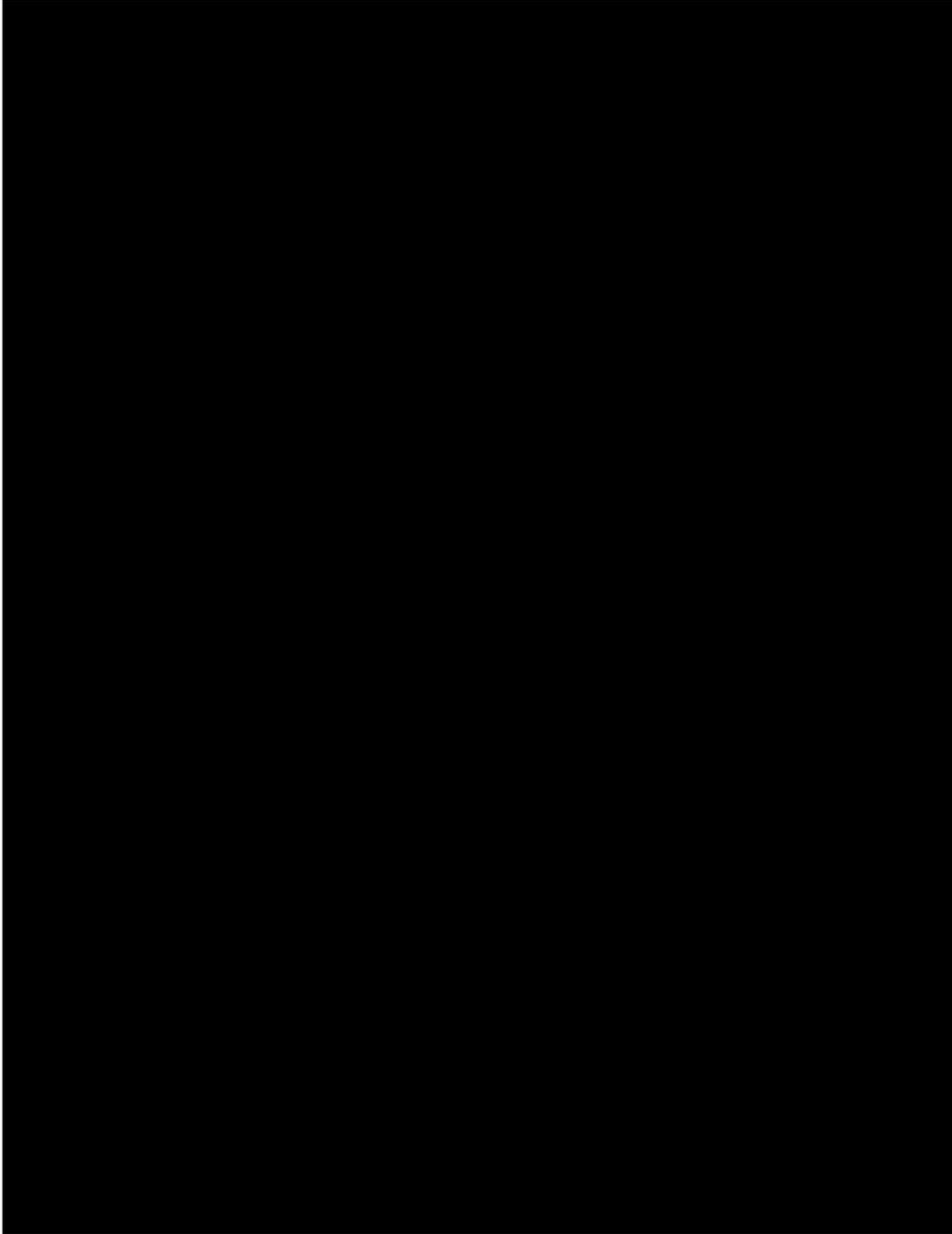
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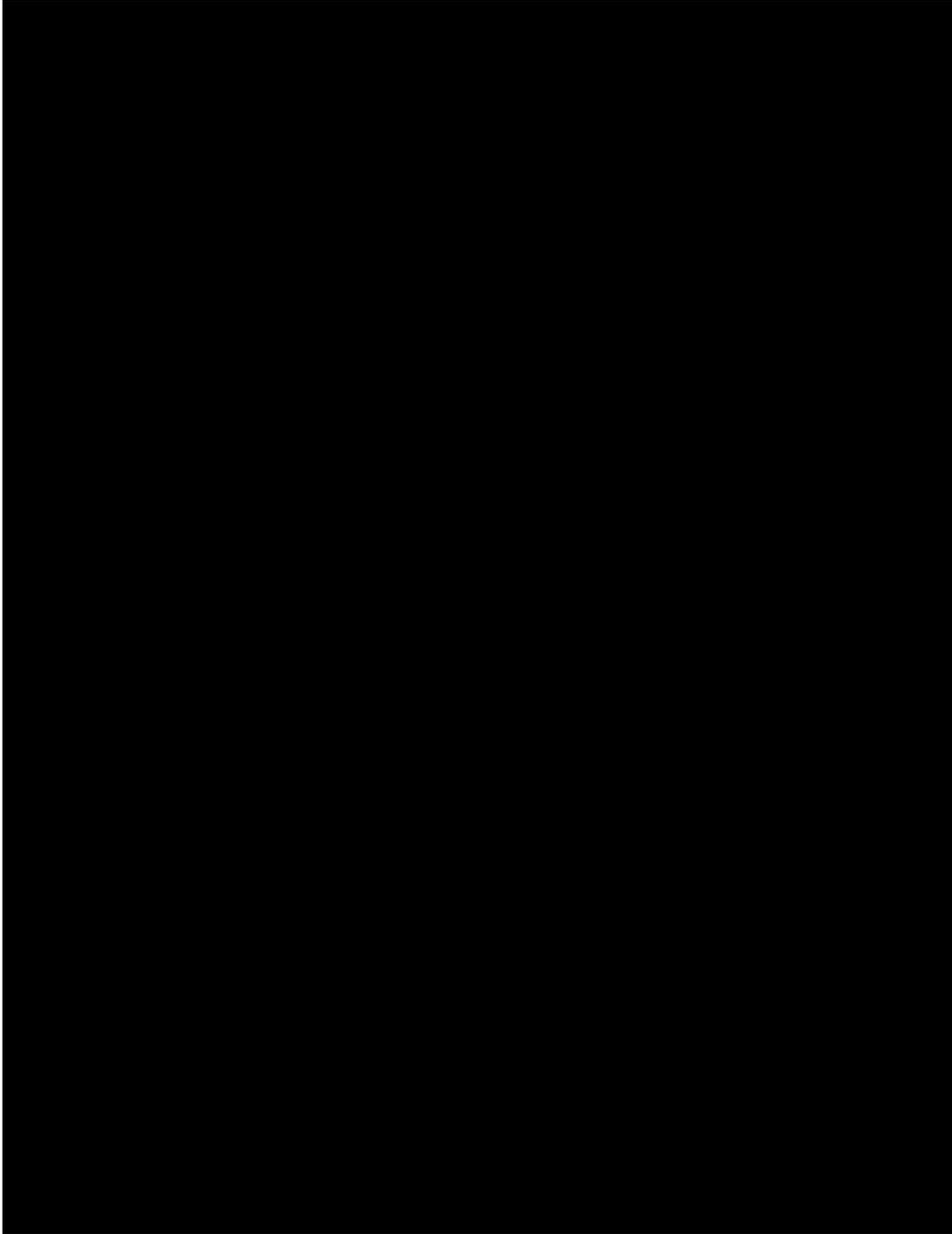
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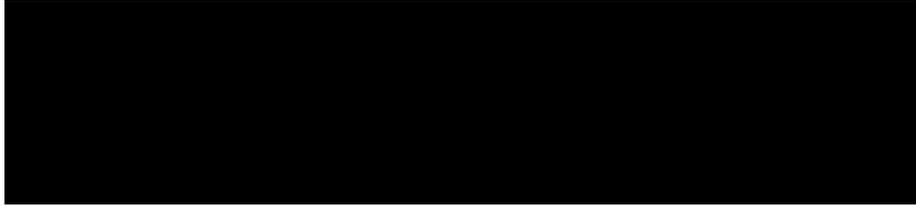
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Appendix A



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Appendix B



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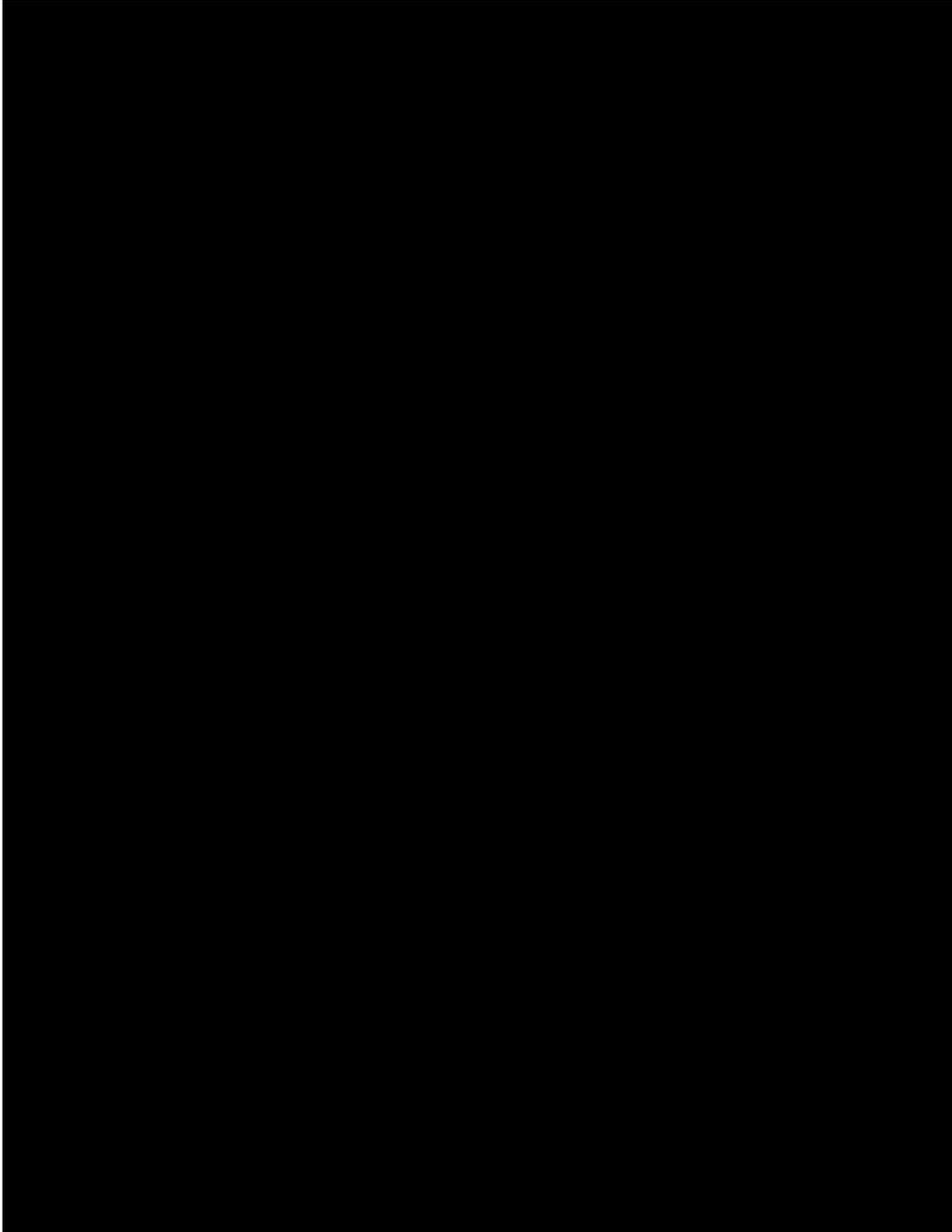
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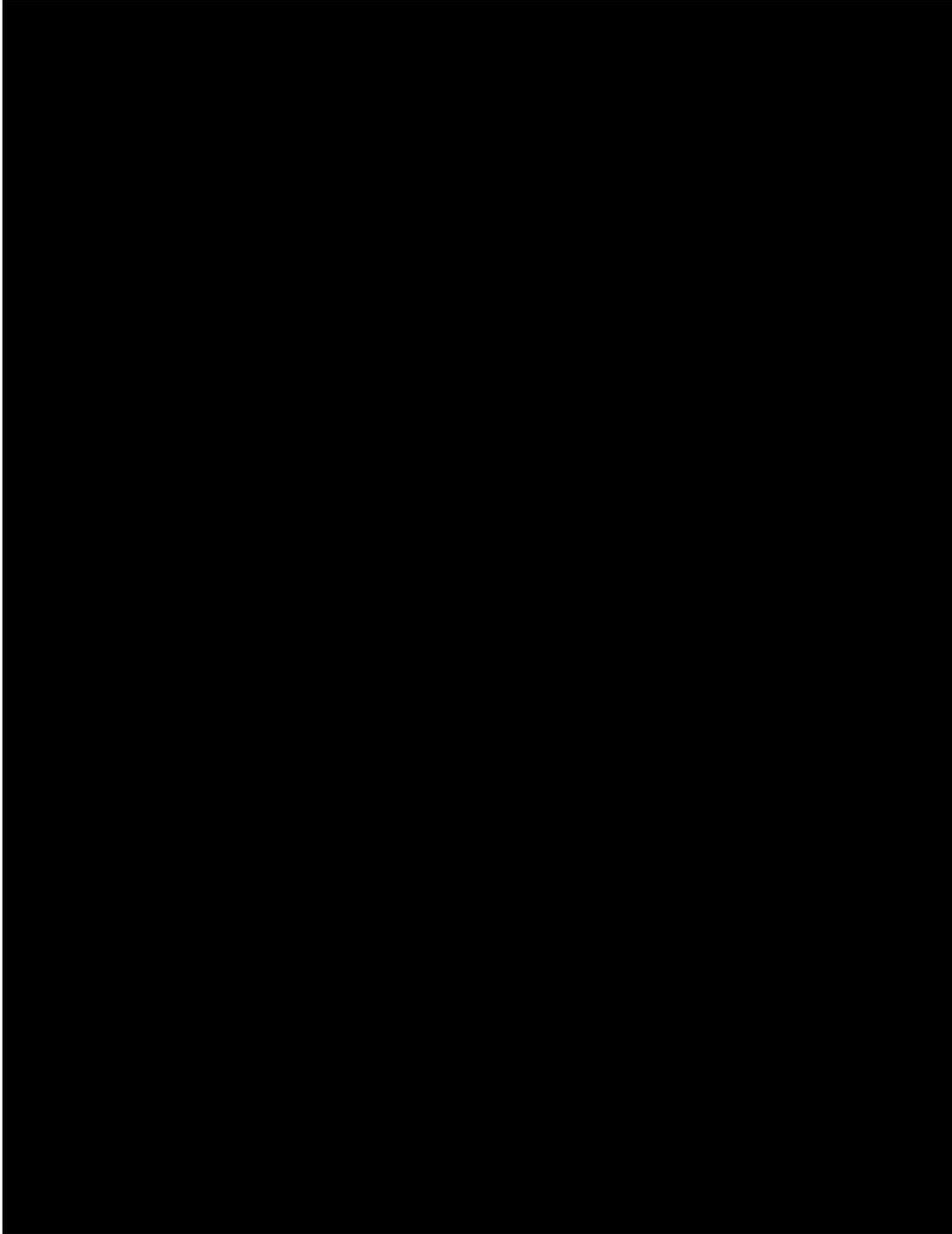
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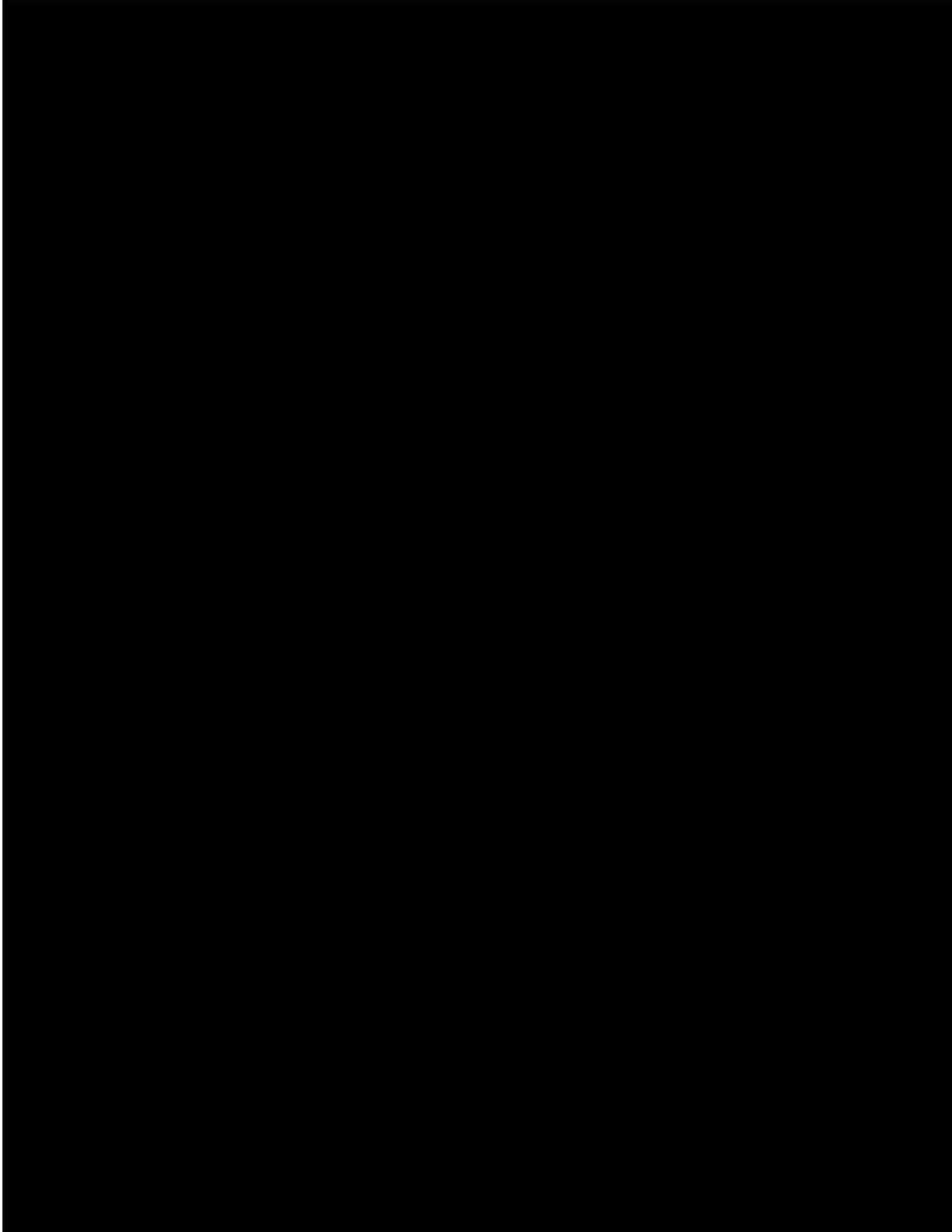
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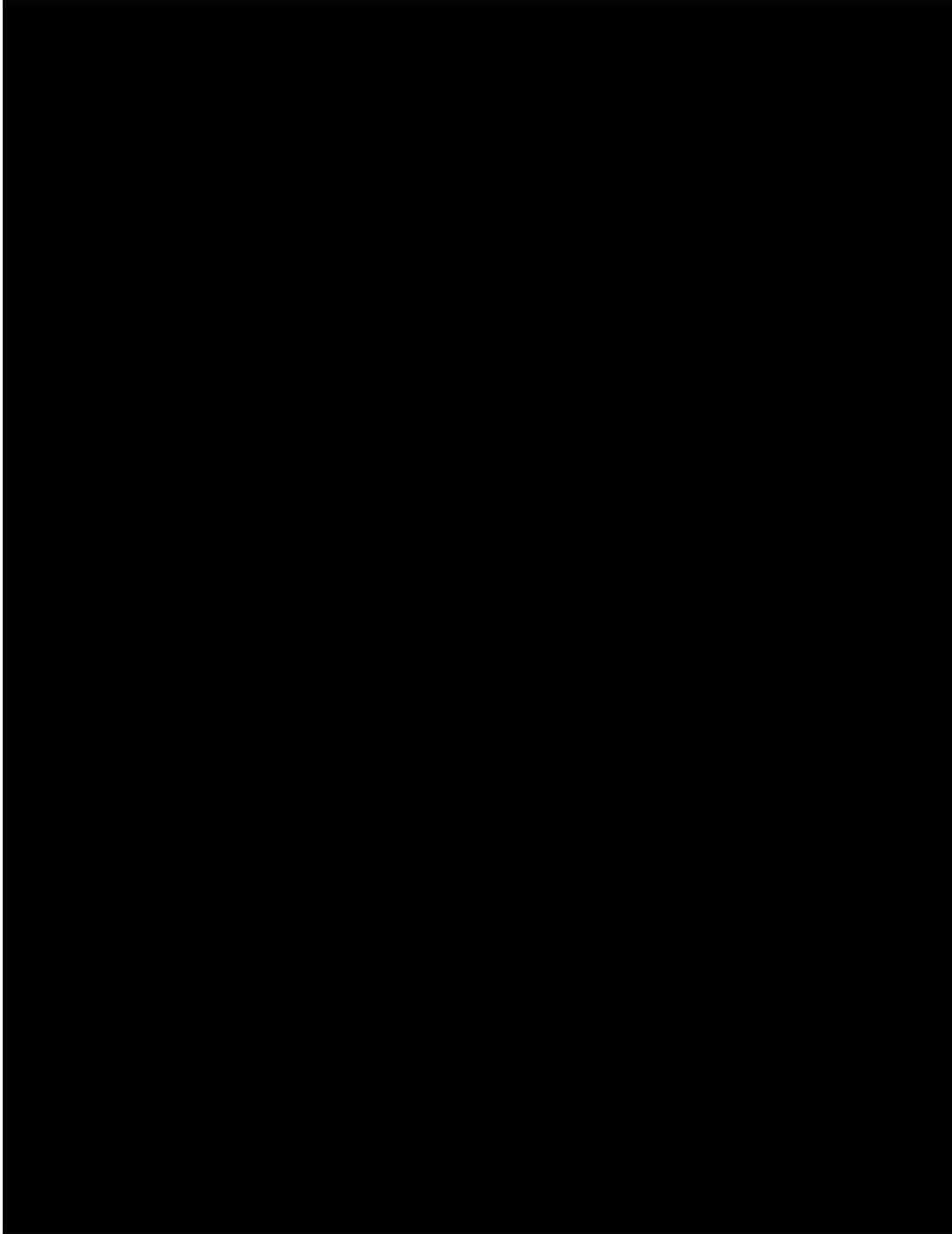
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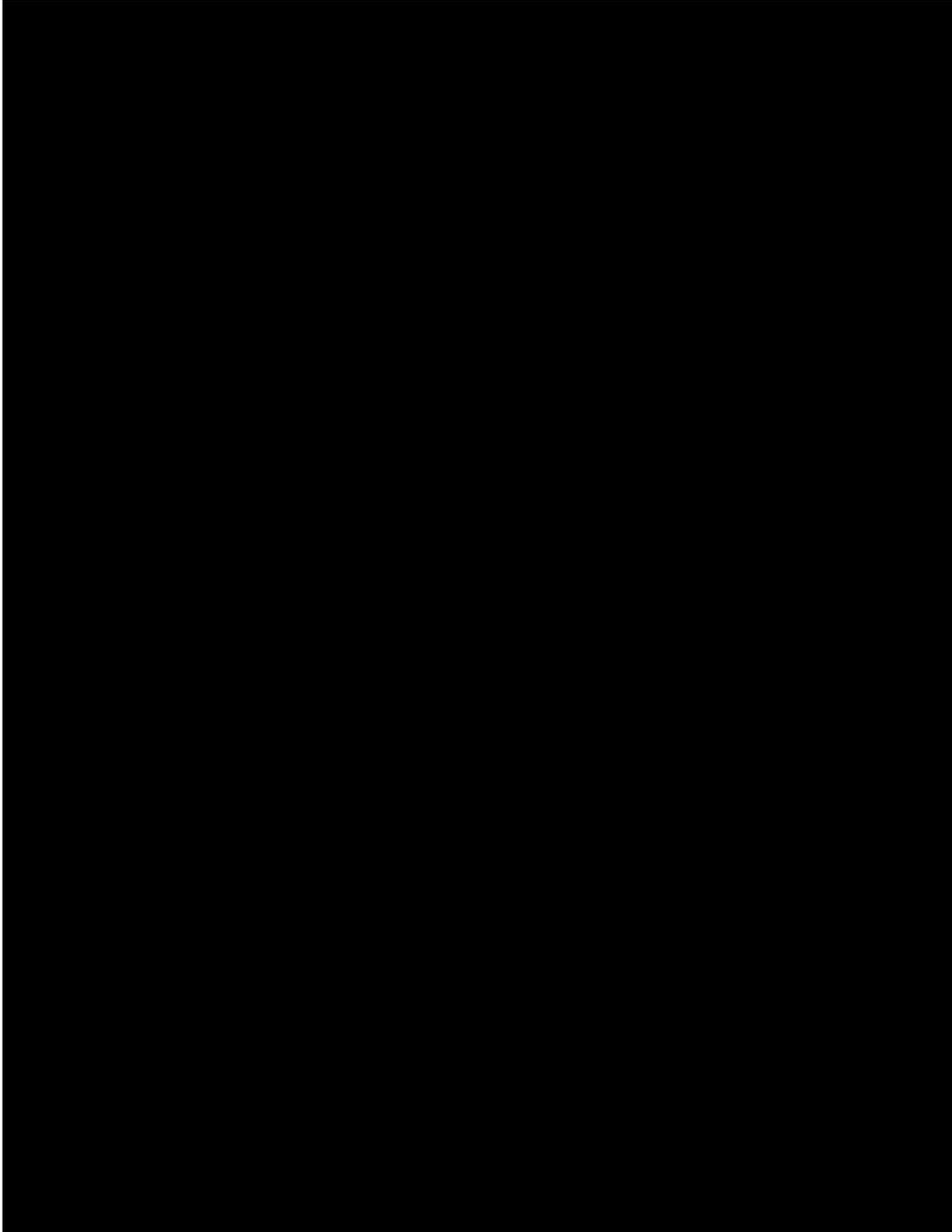
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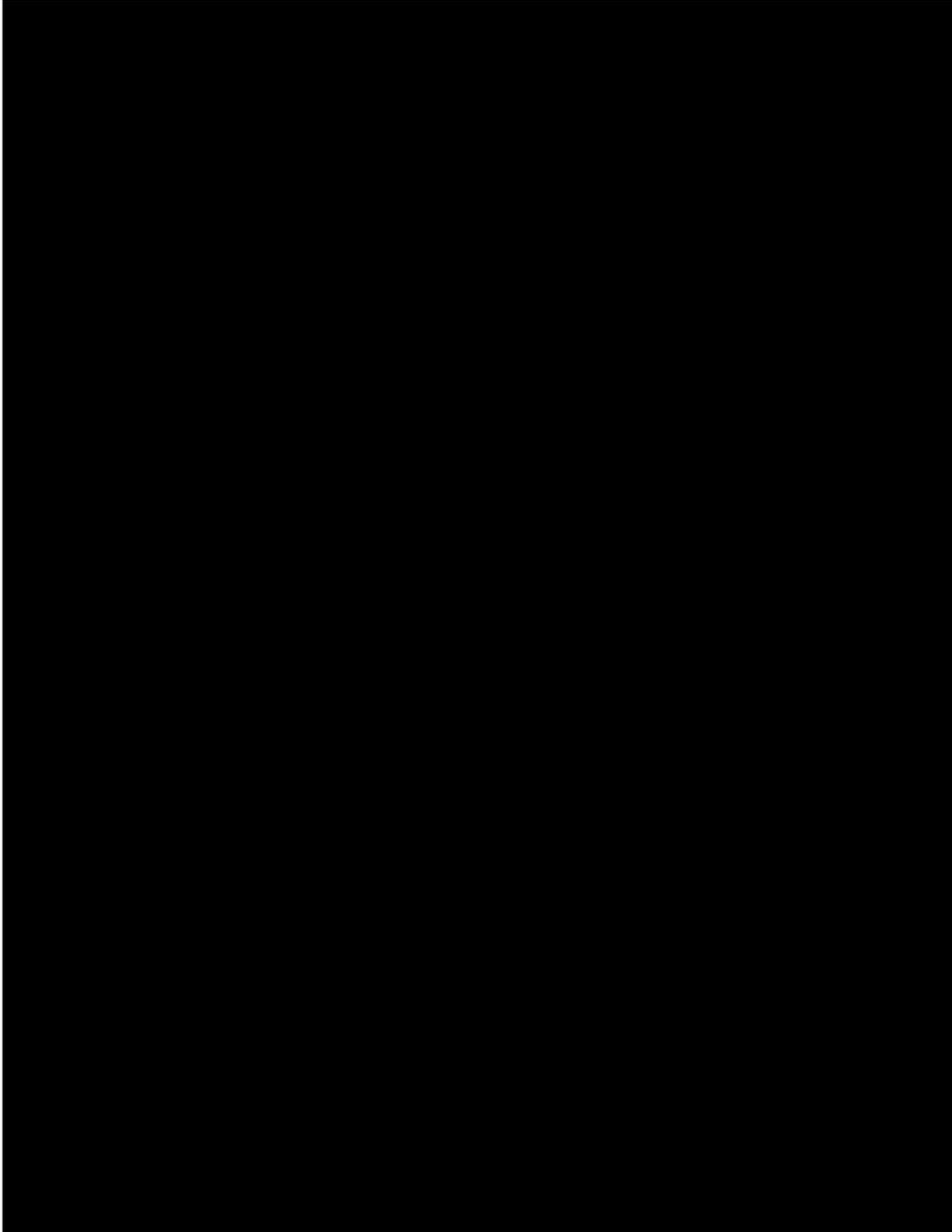
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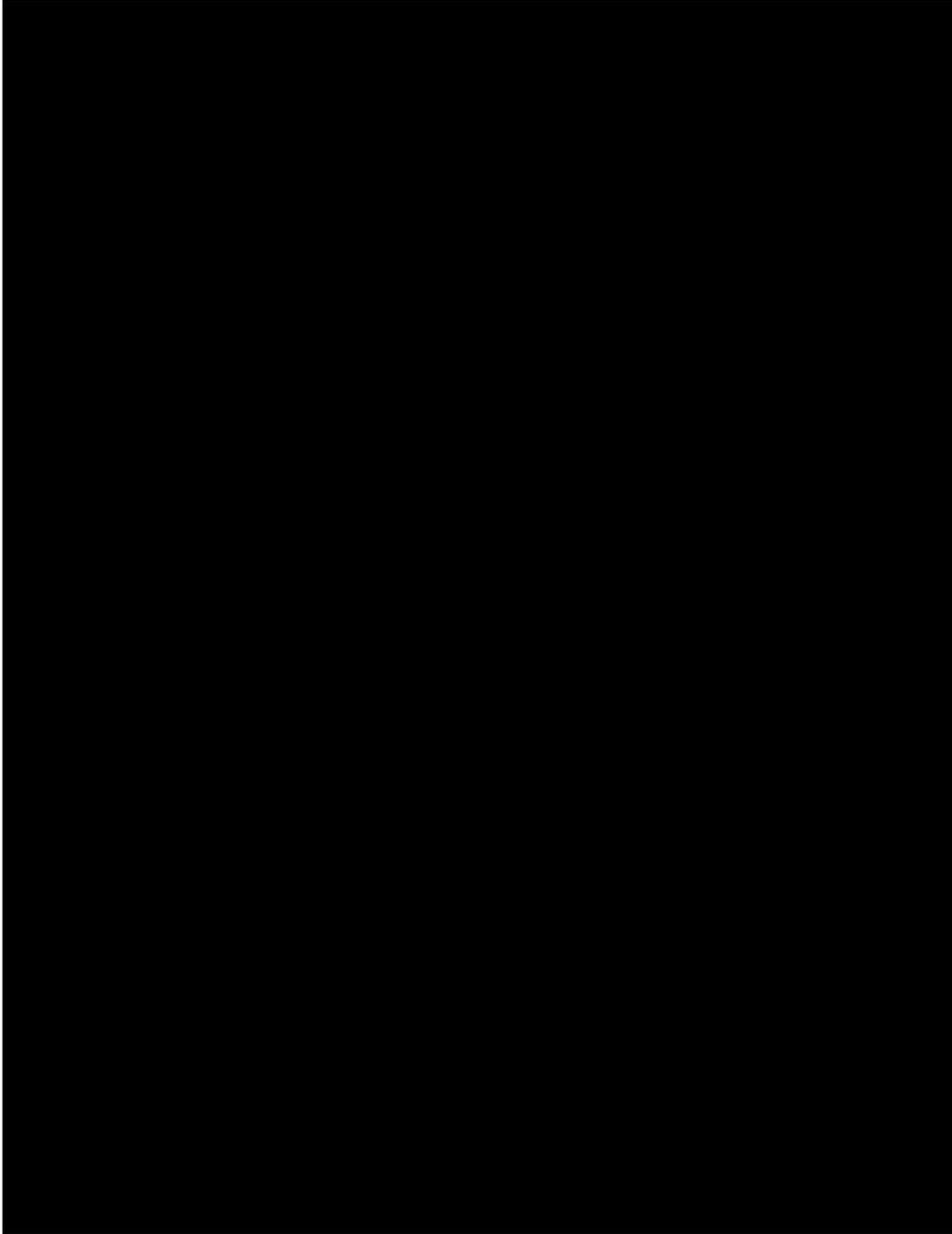
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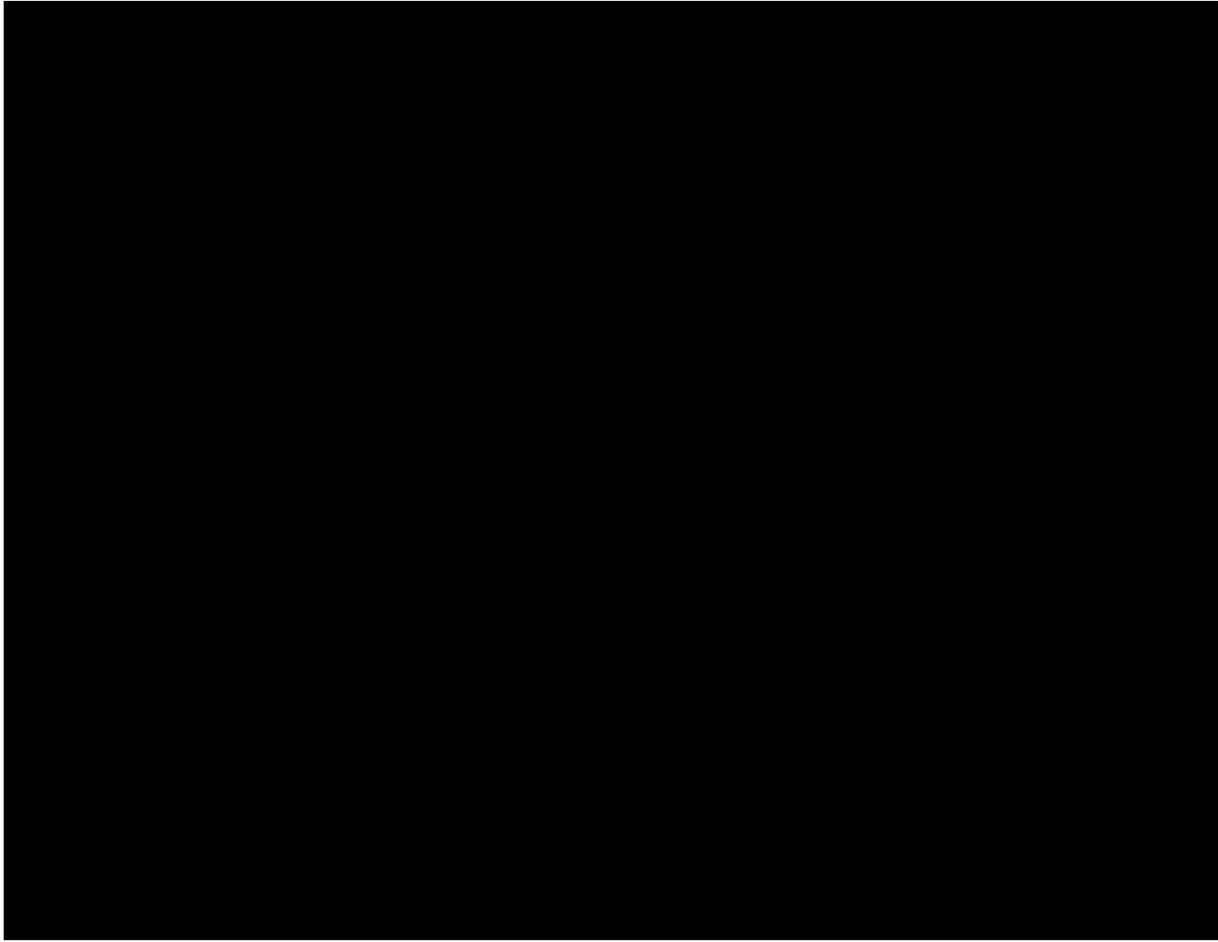
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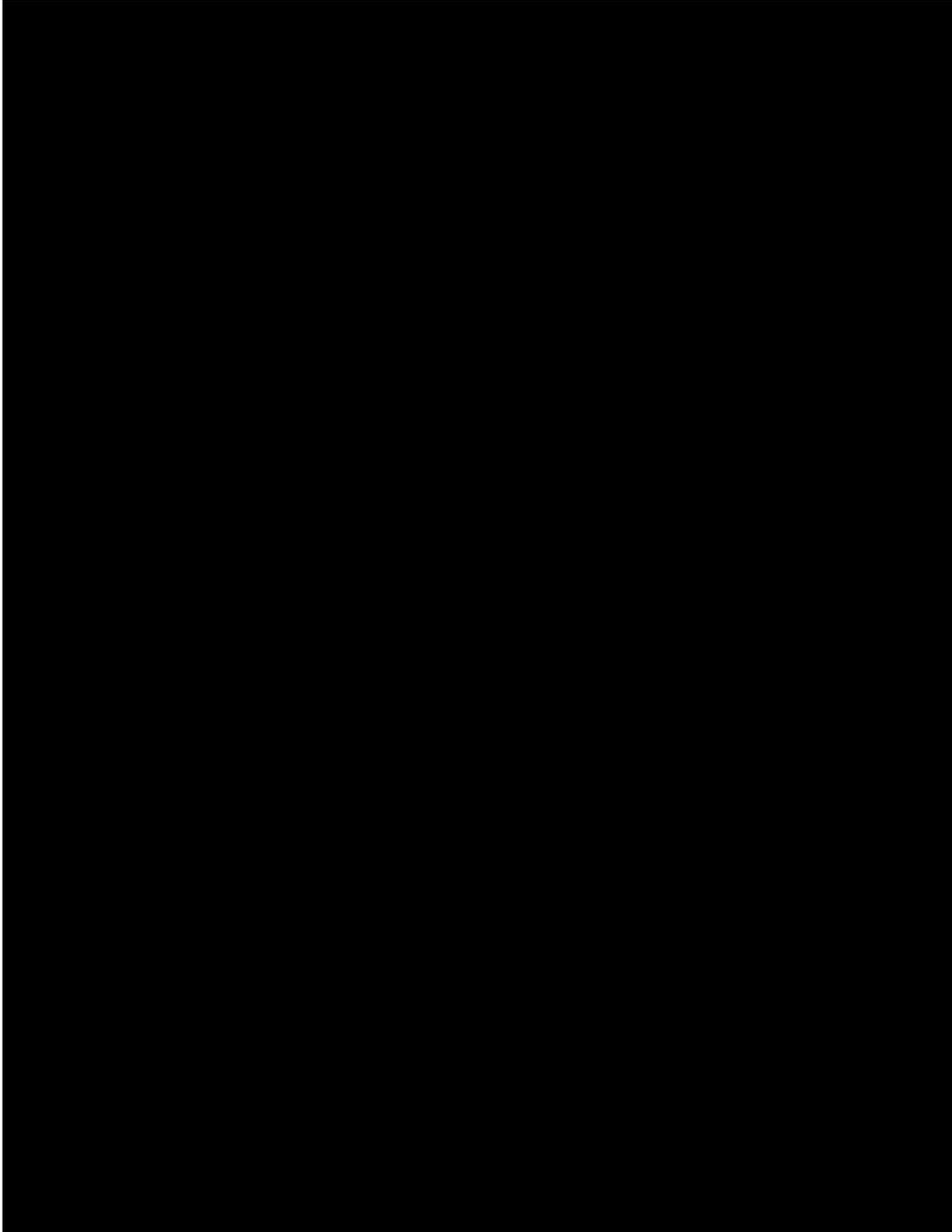
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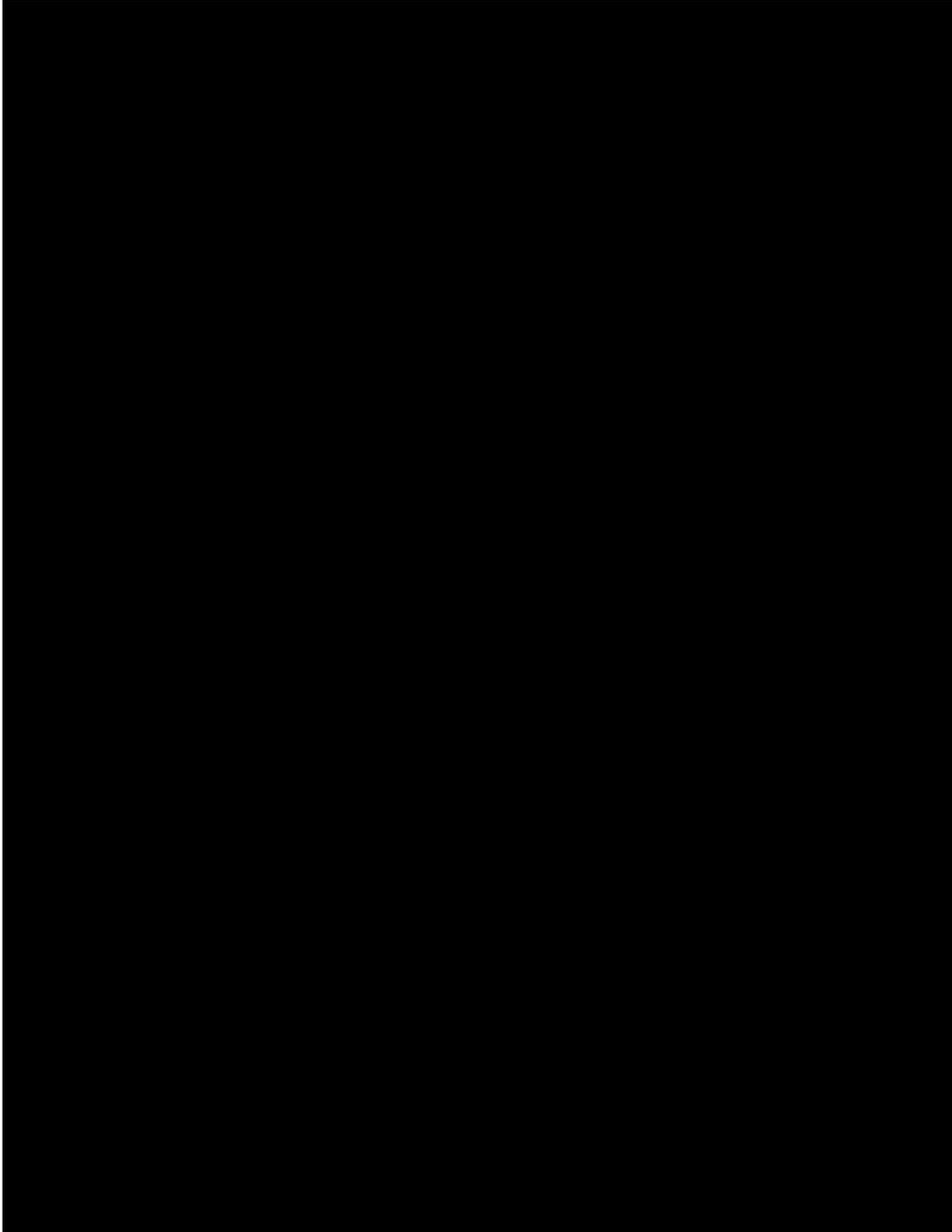
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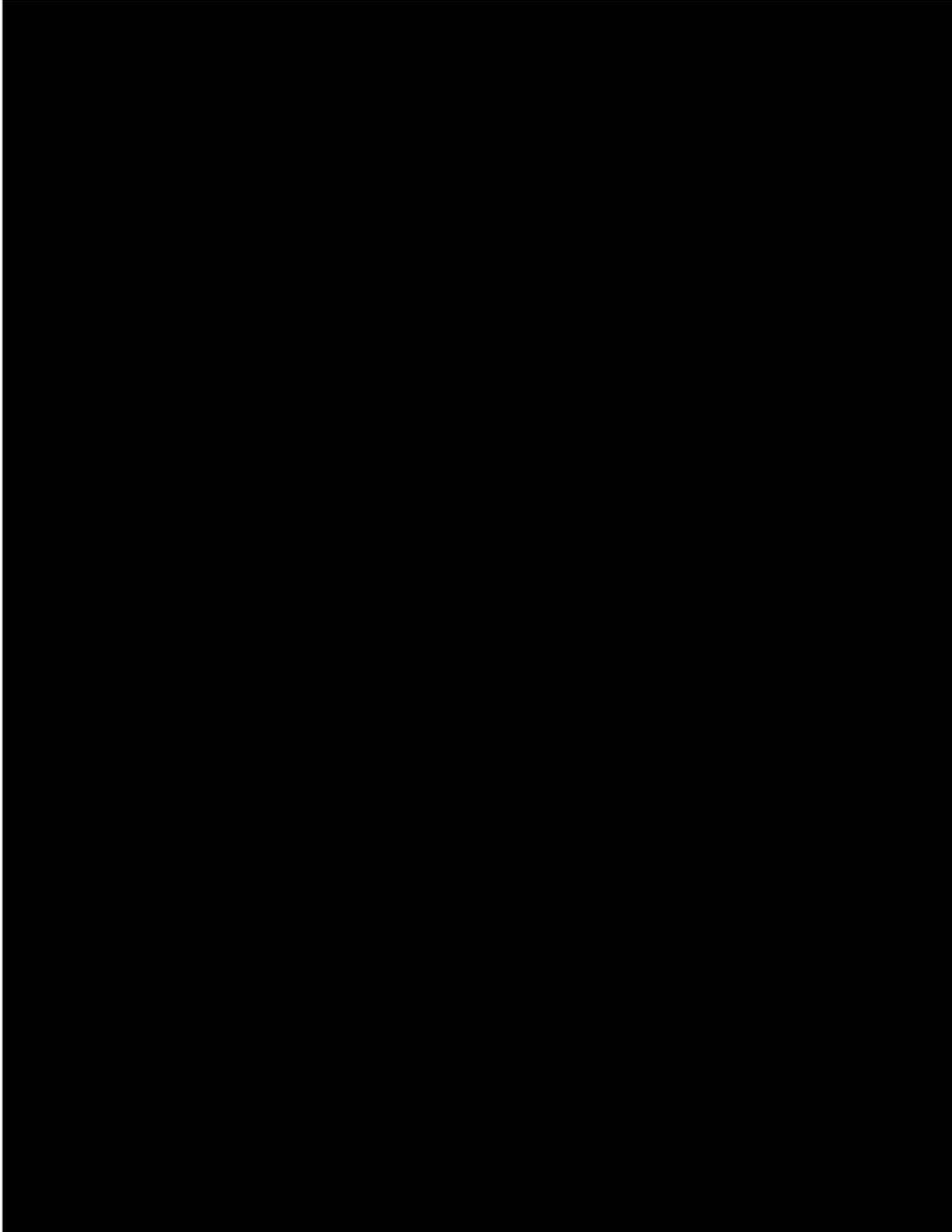
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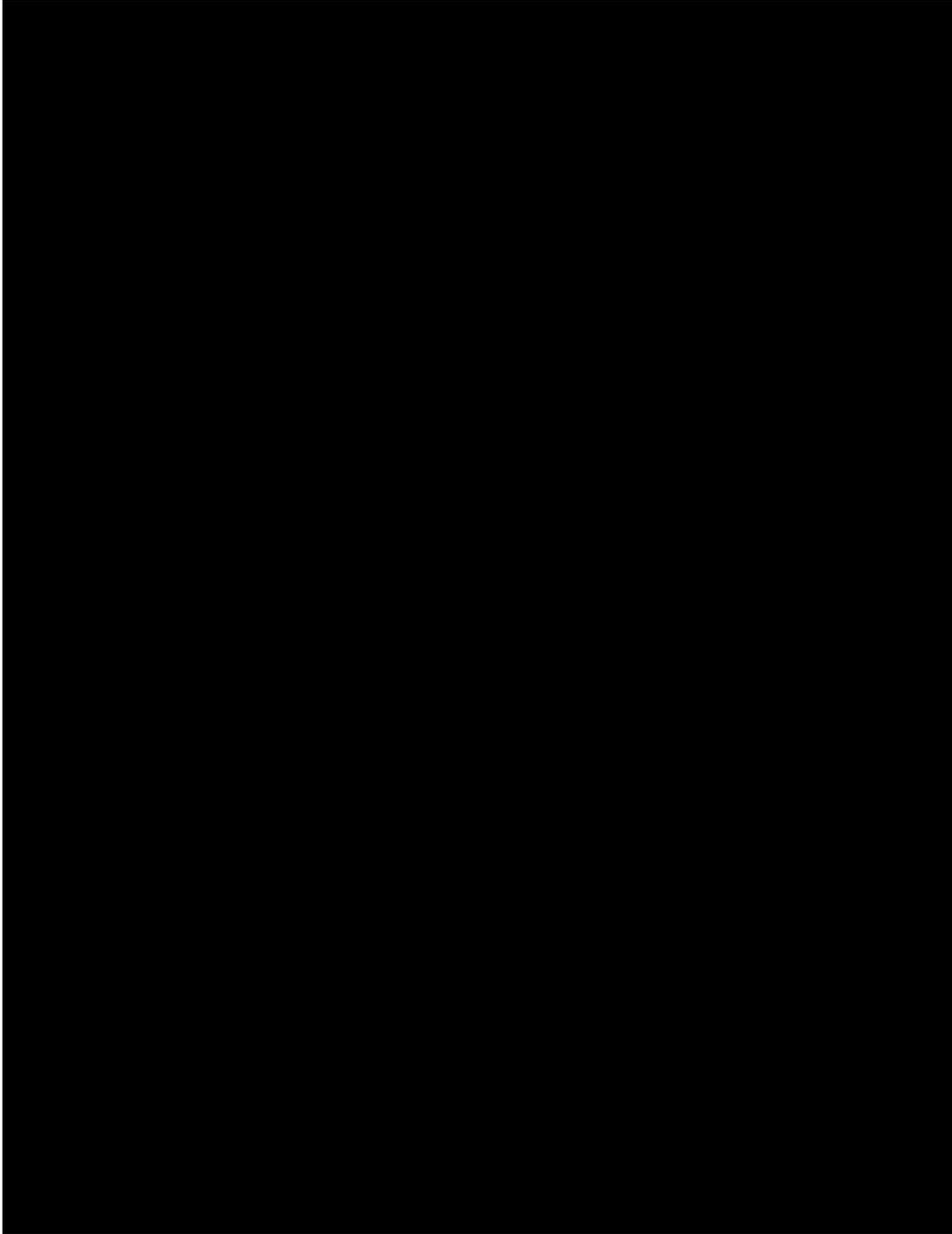
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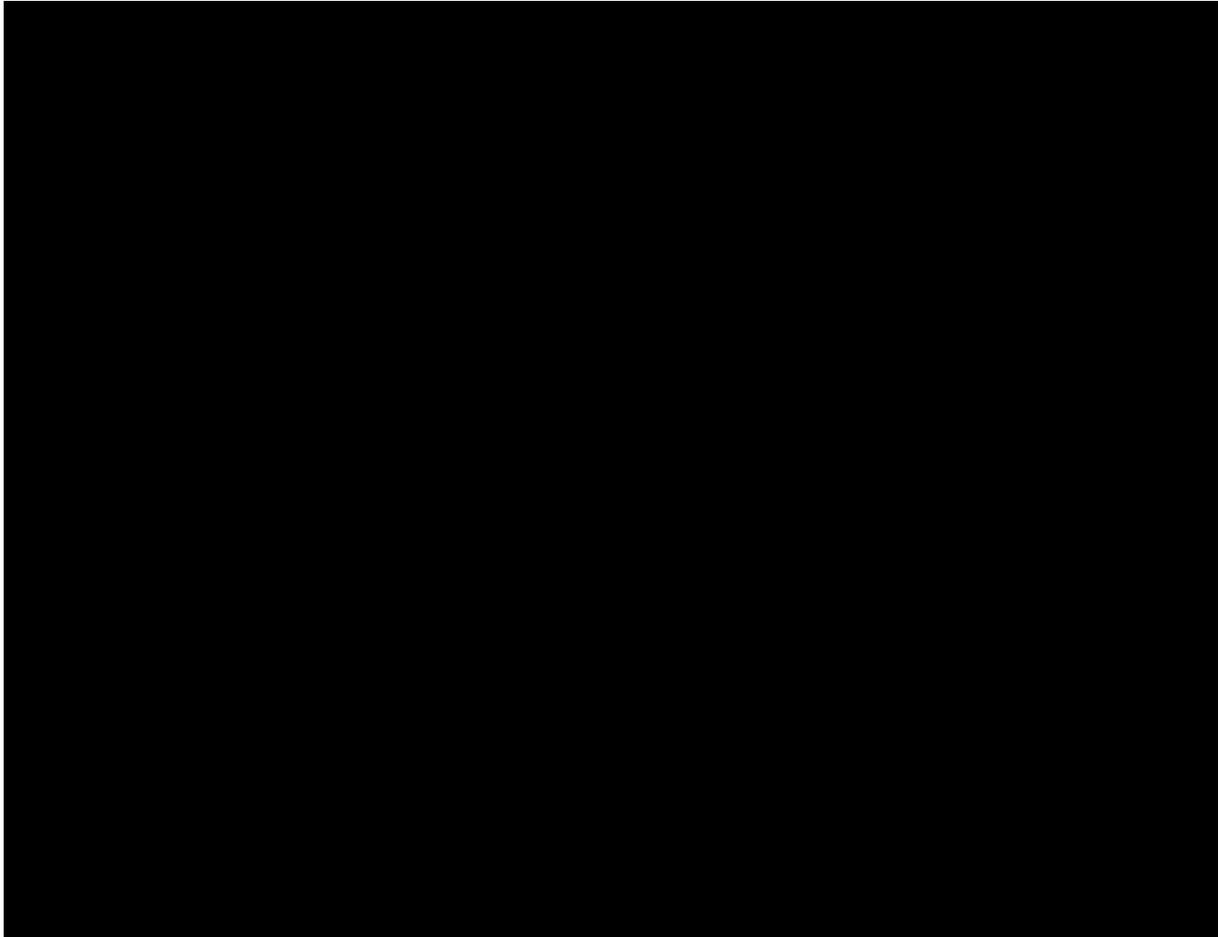
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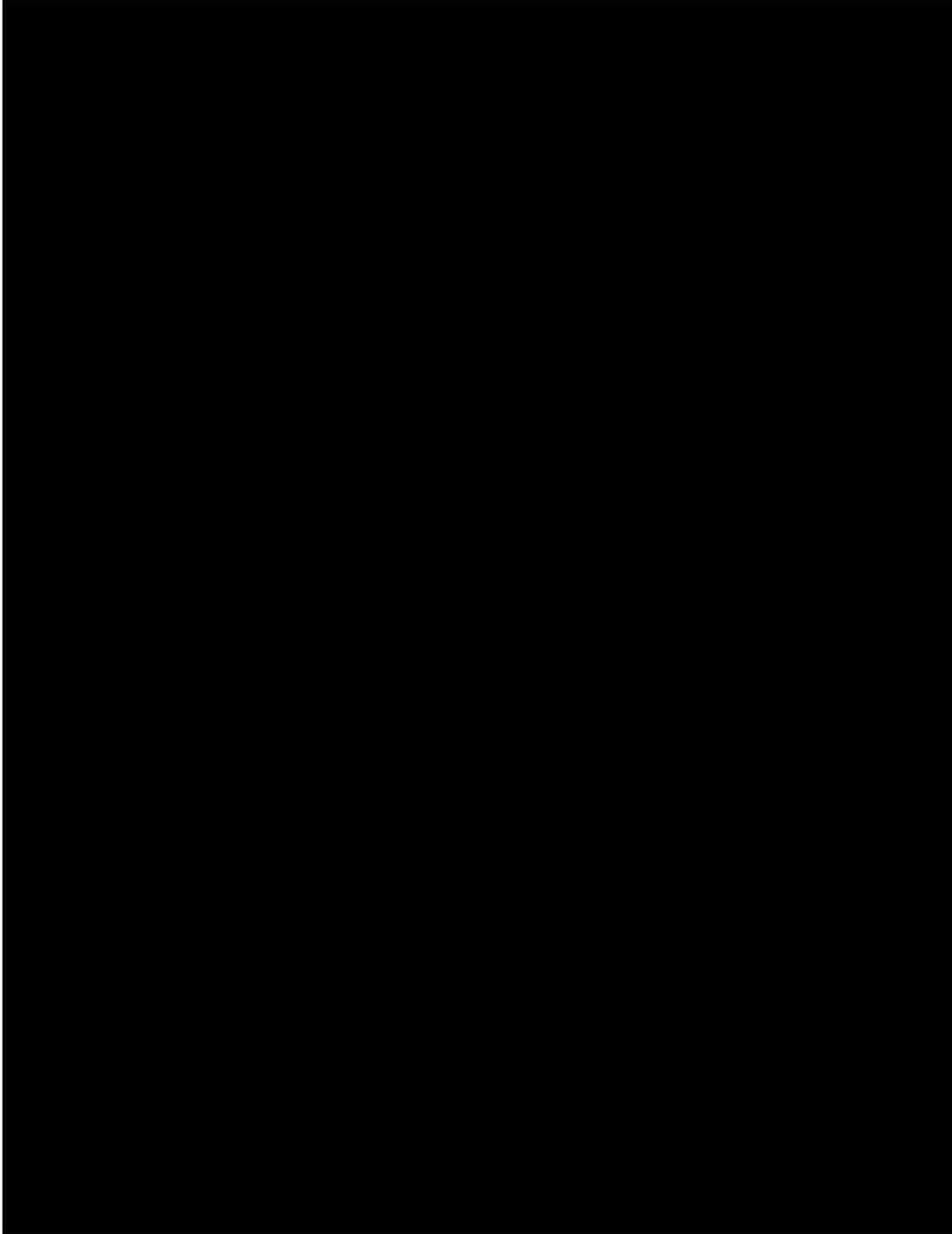
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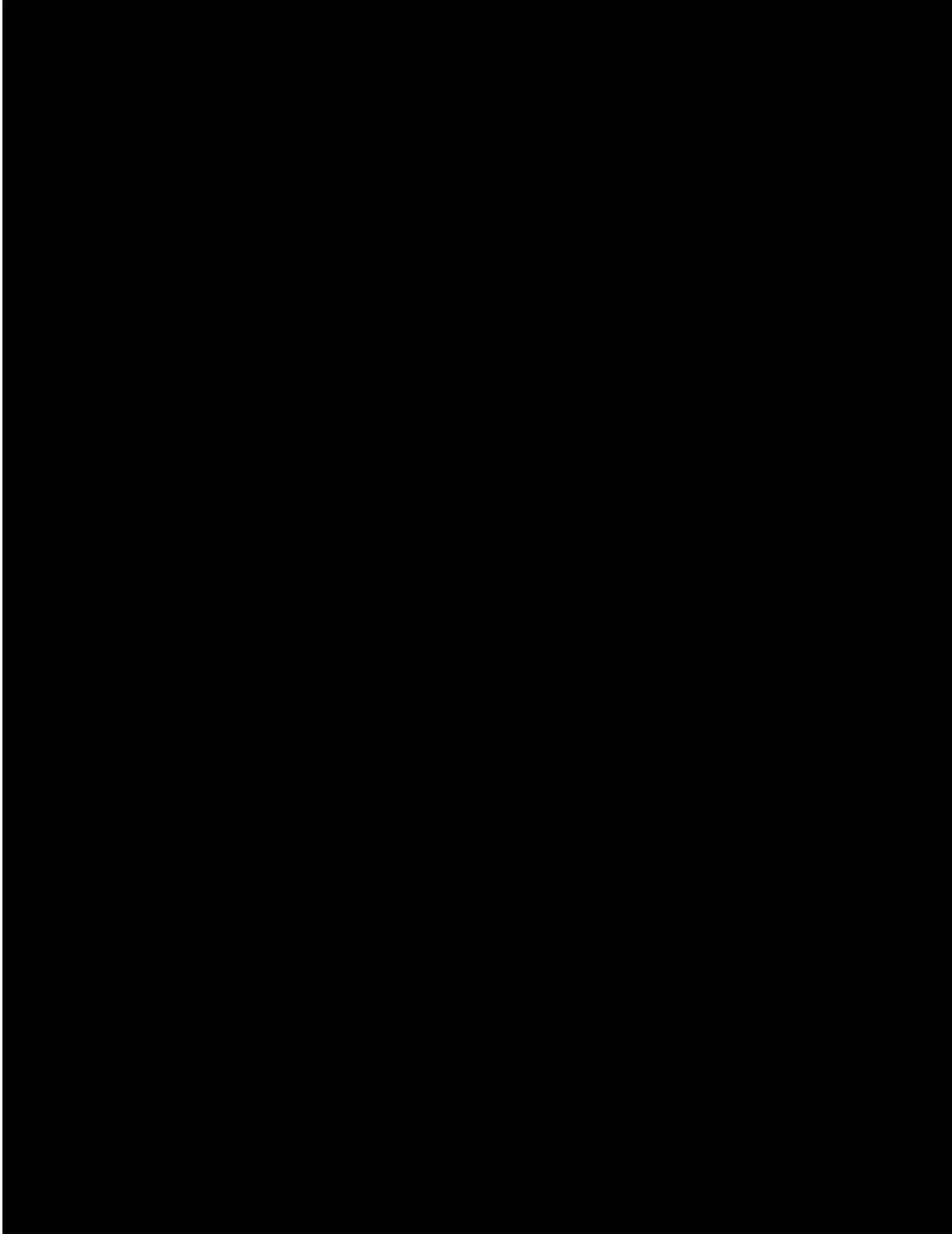
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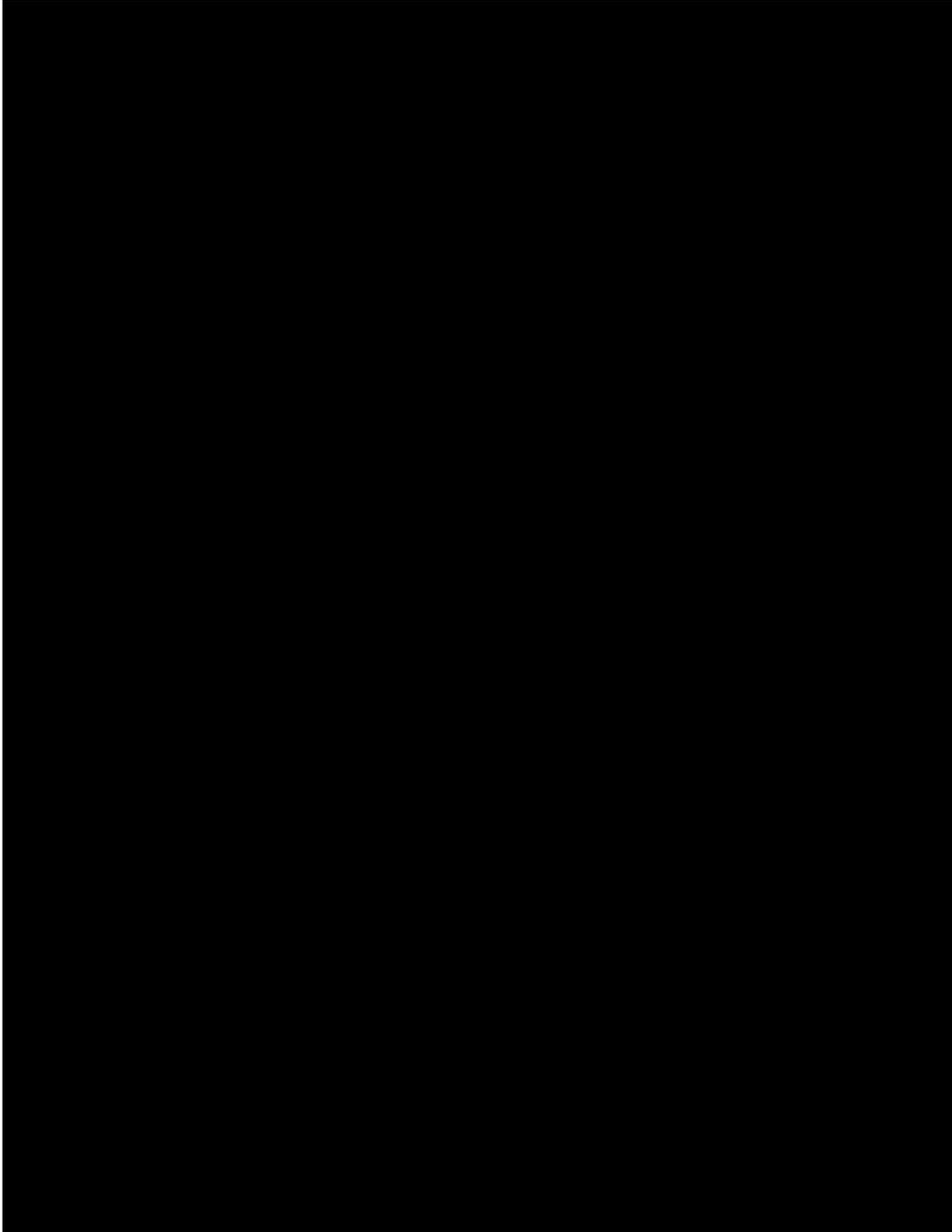
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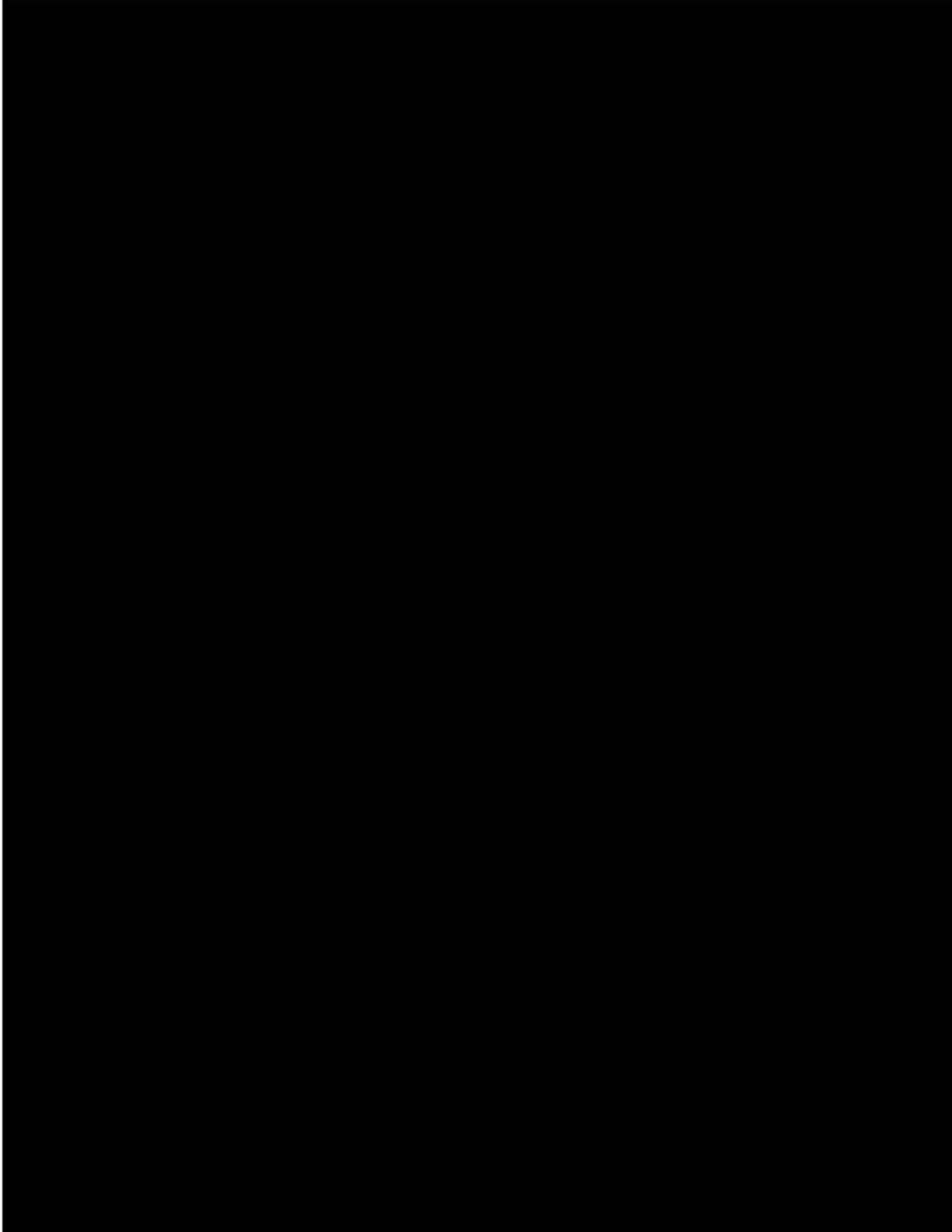
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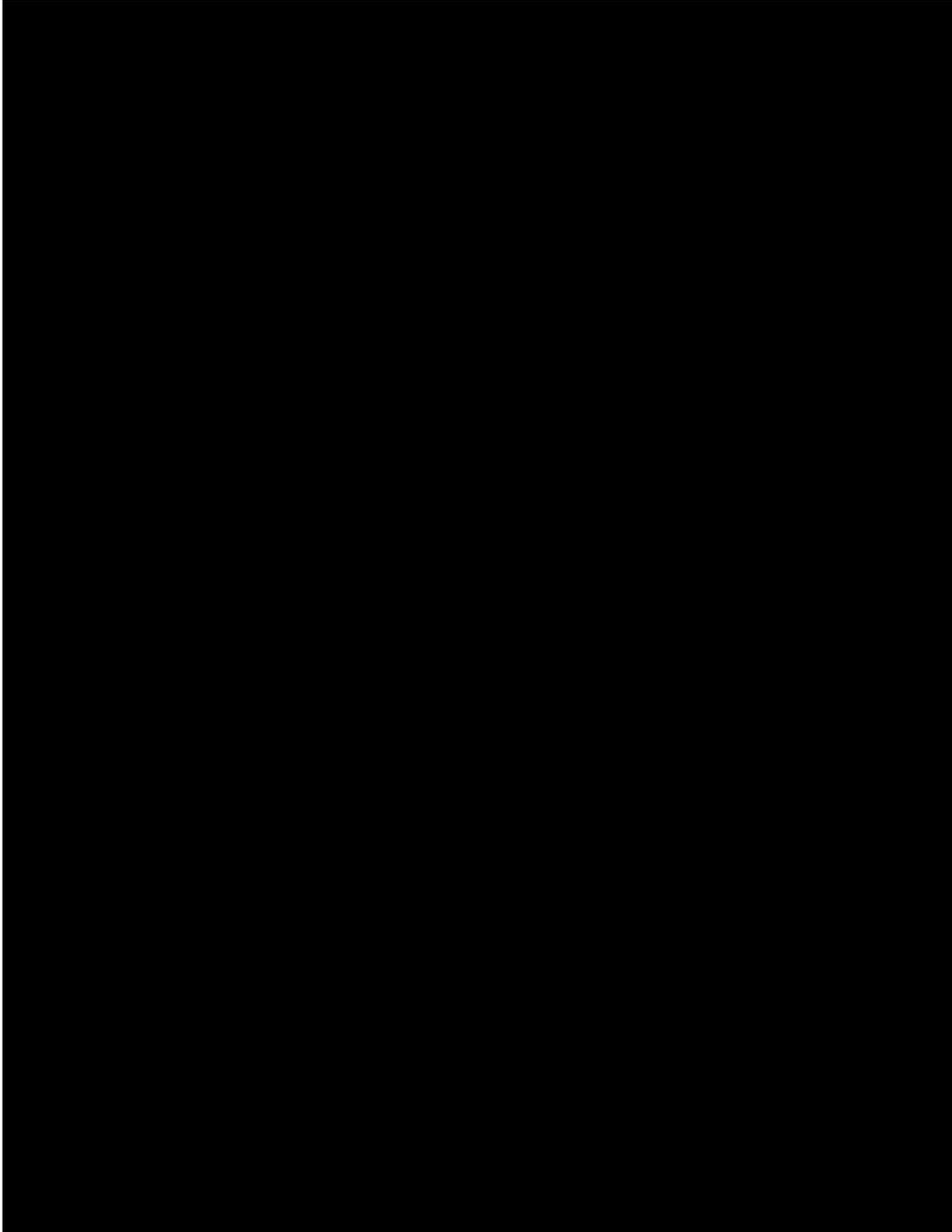
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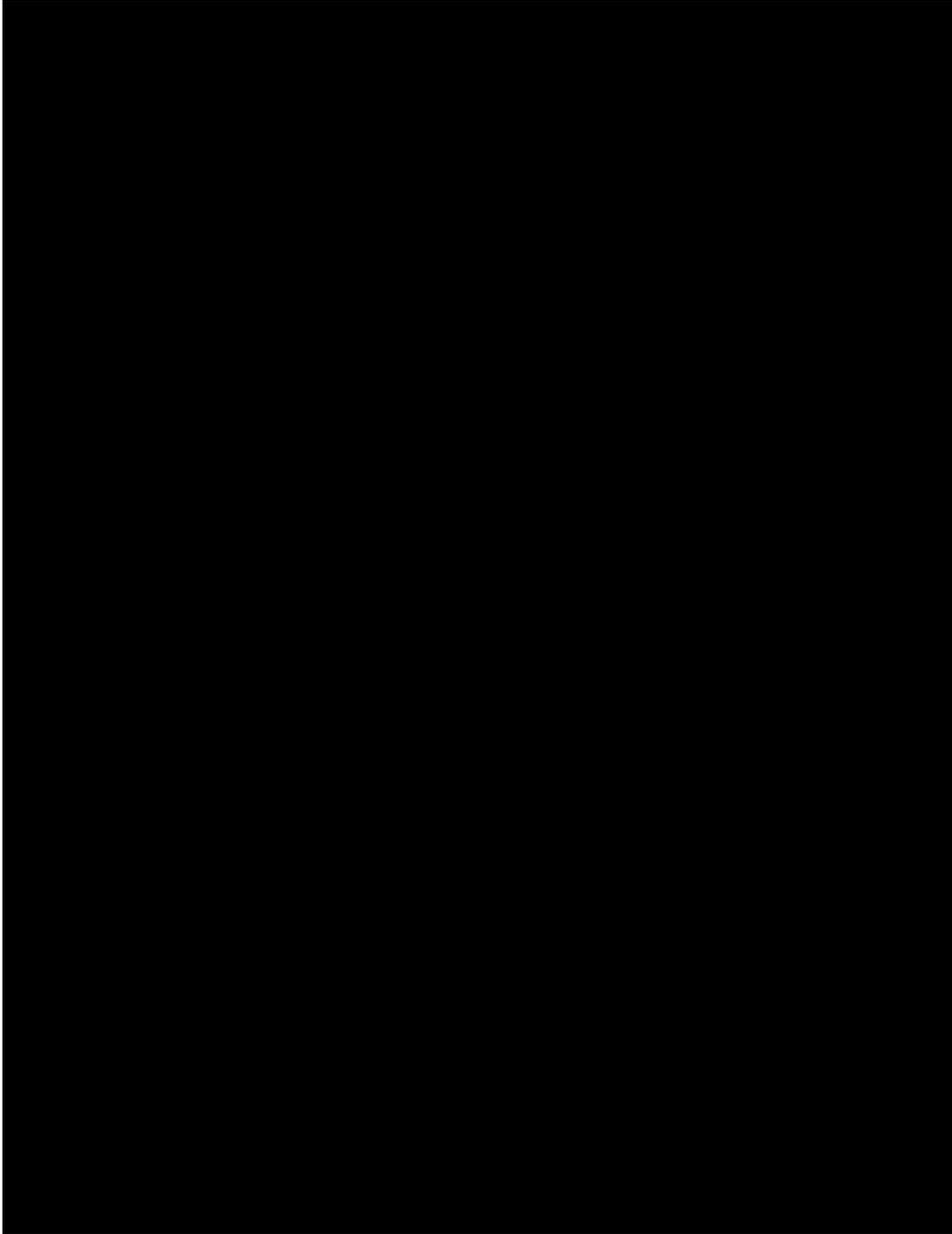
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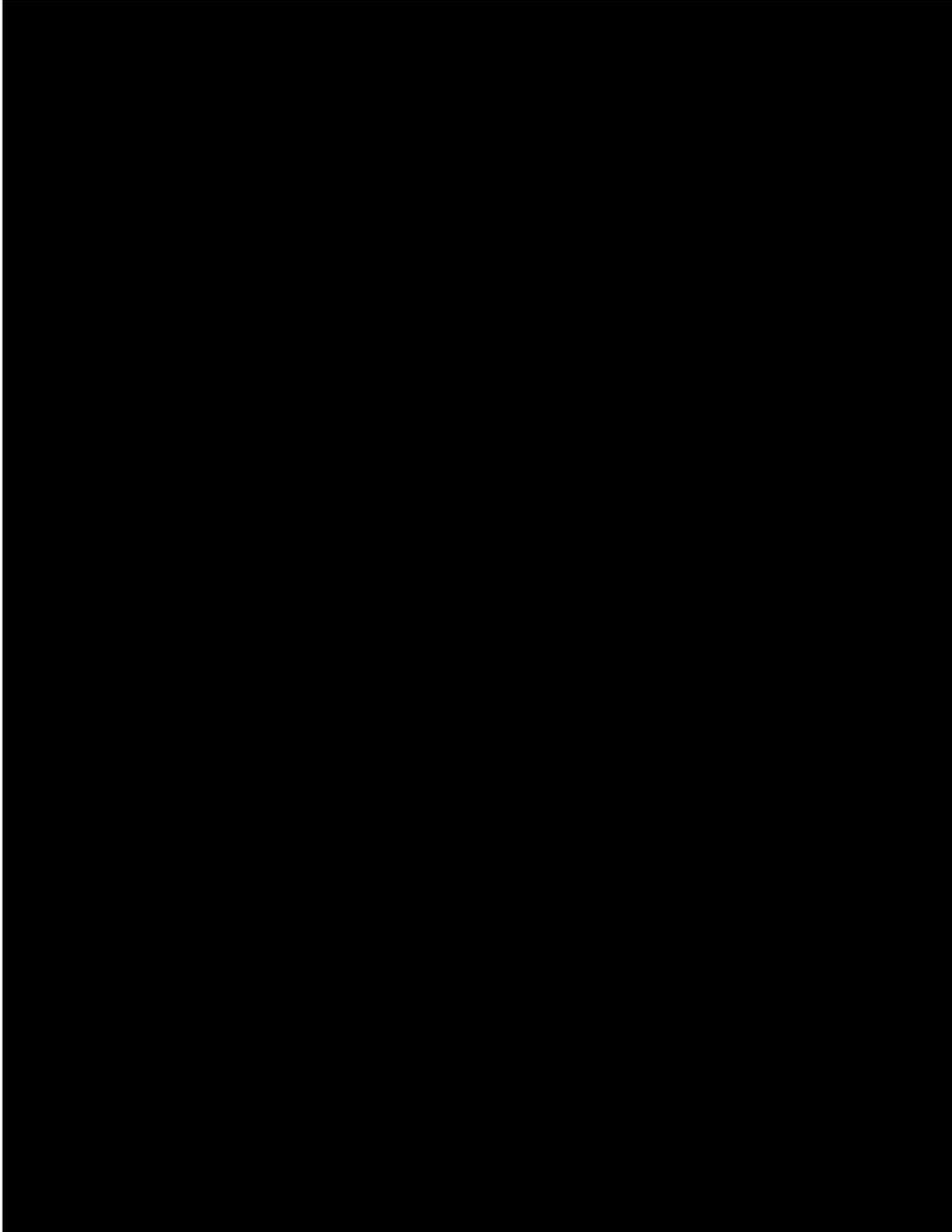
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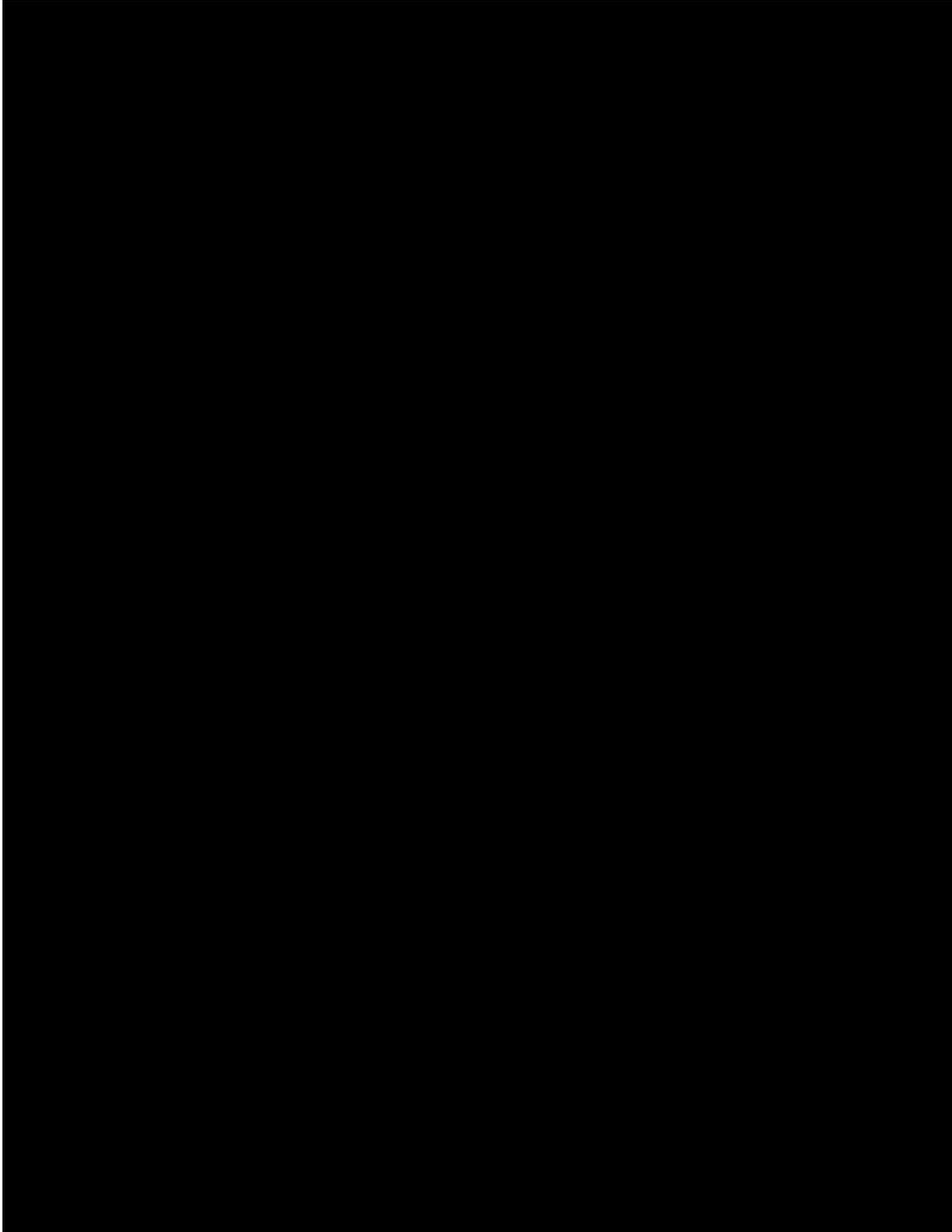
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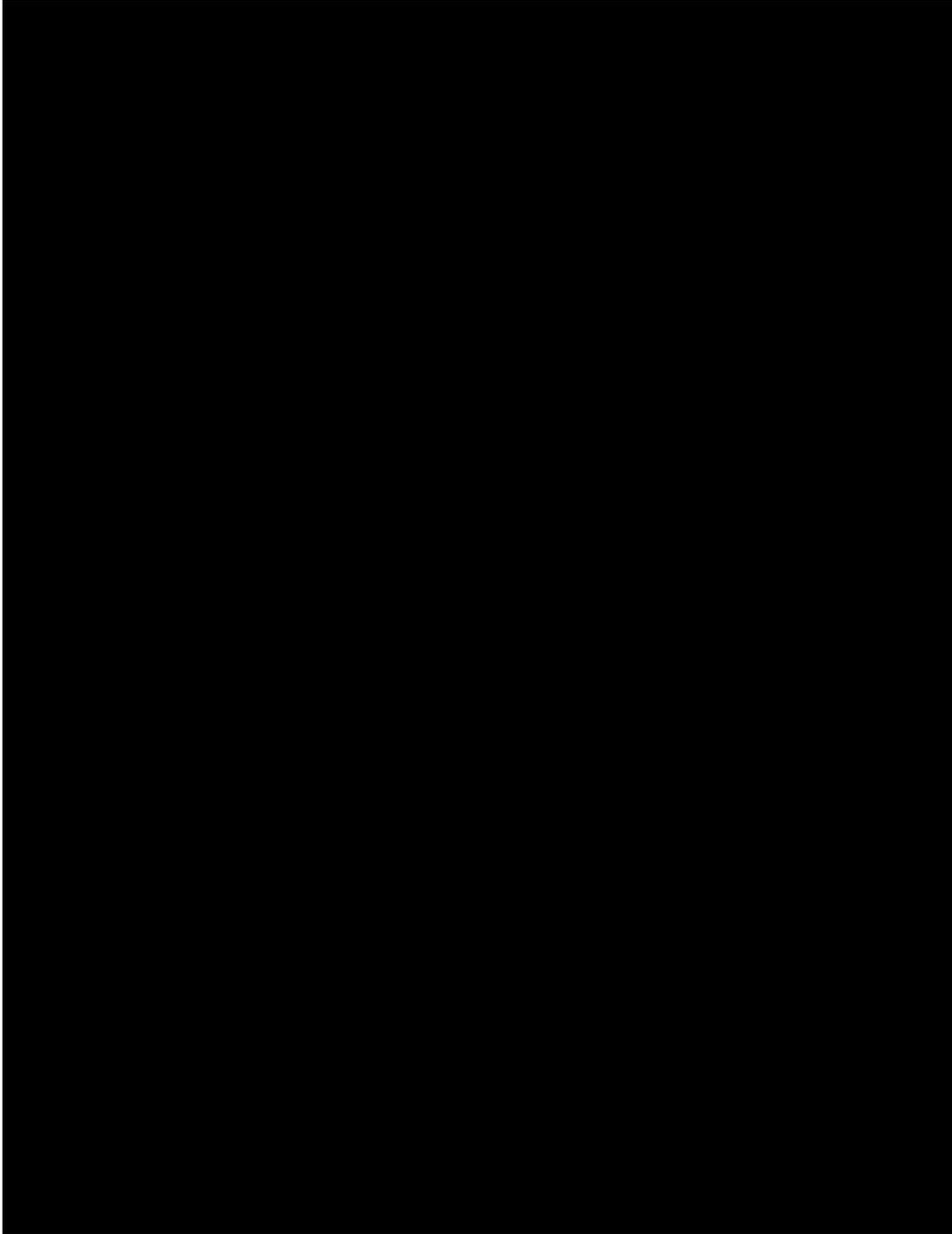
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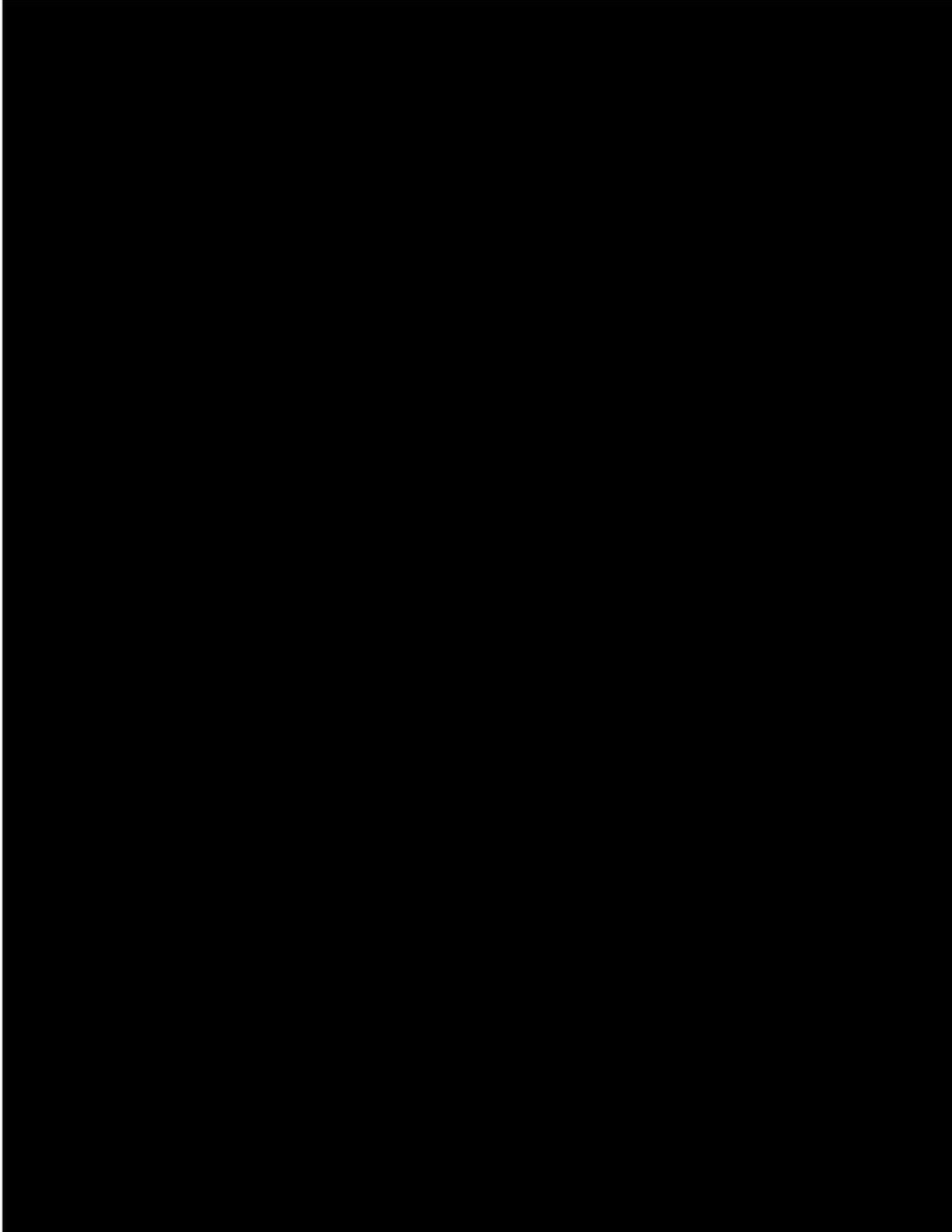
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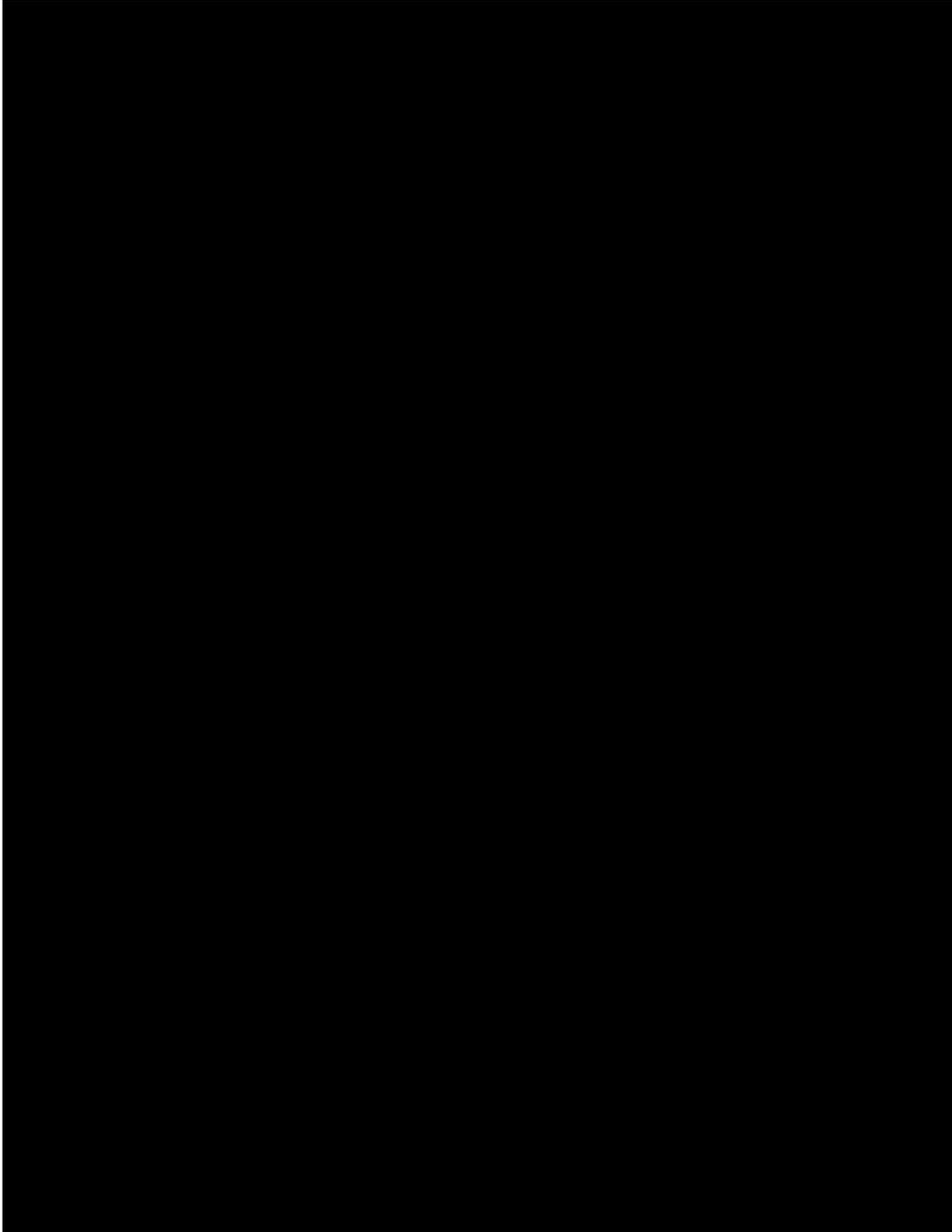
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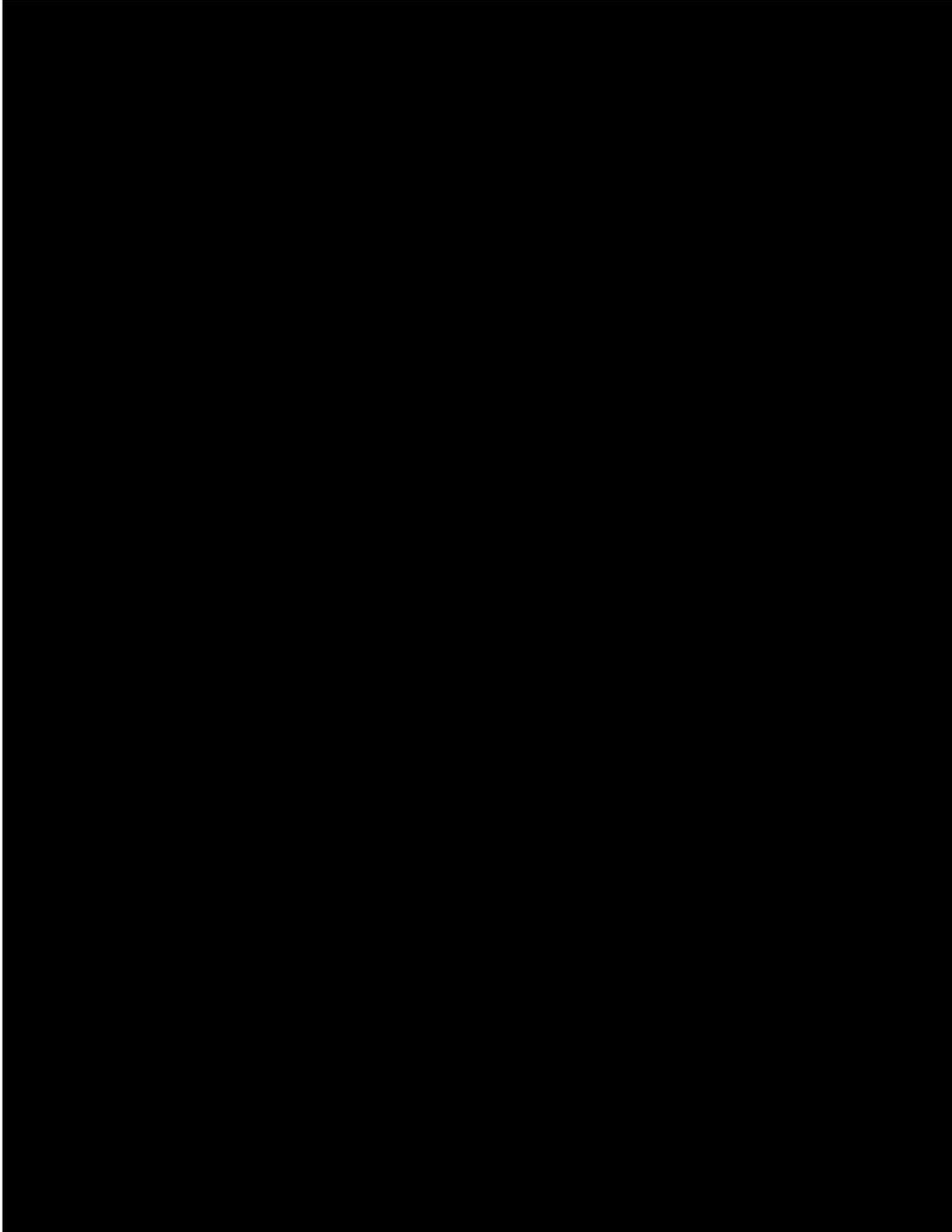
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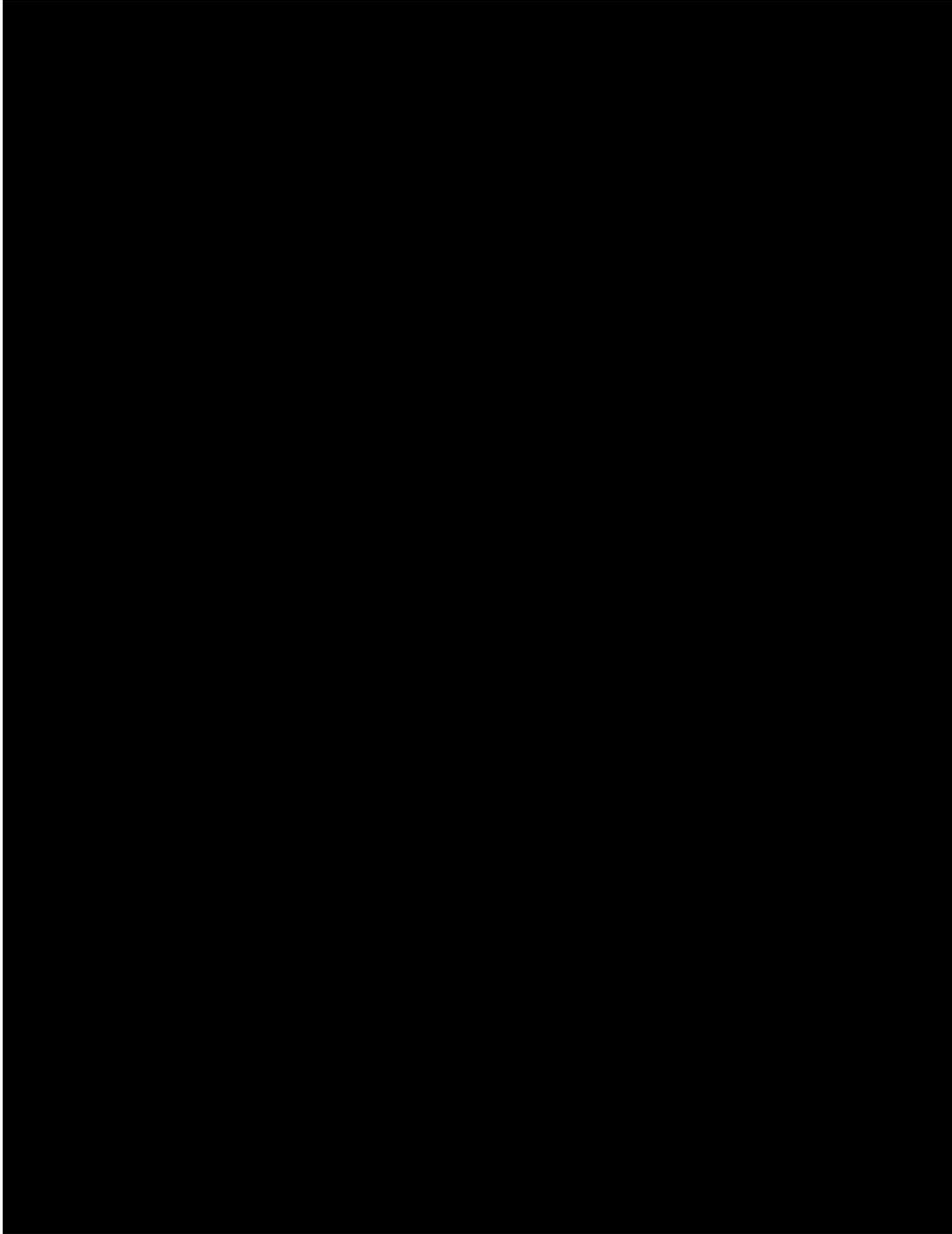
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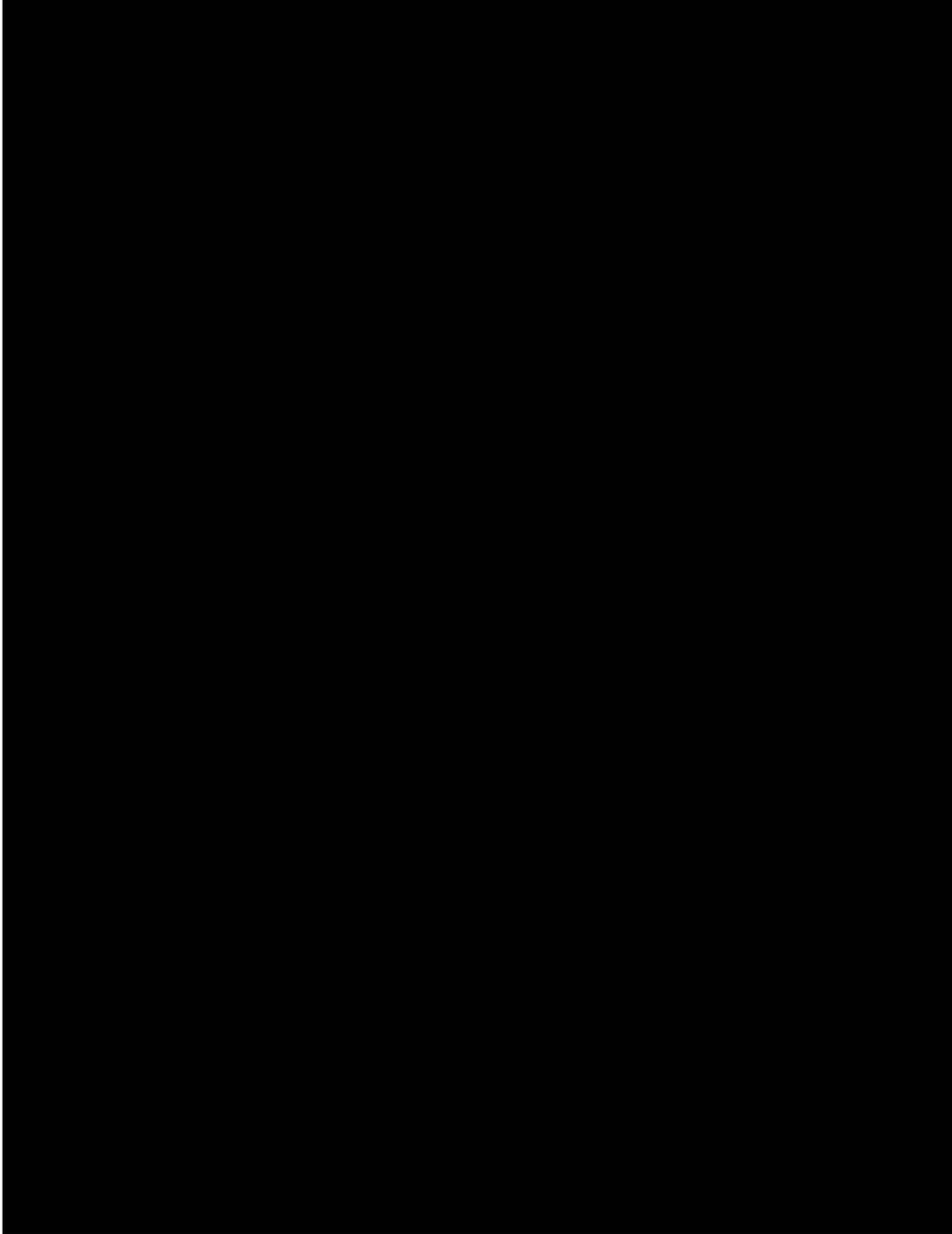
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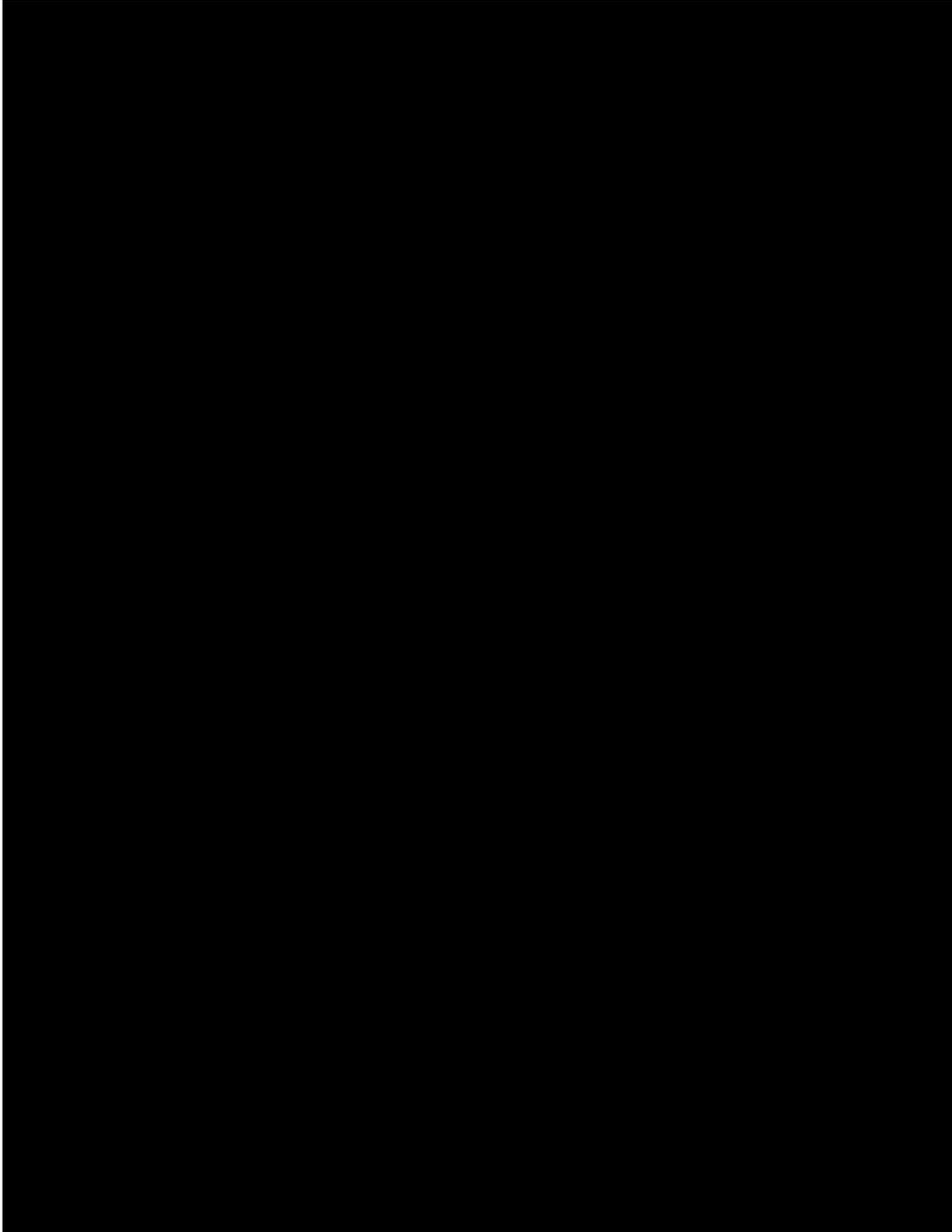
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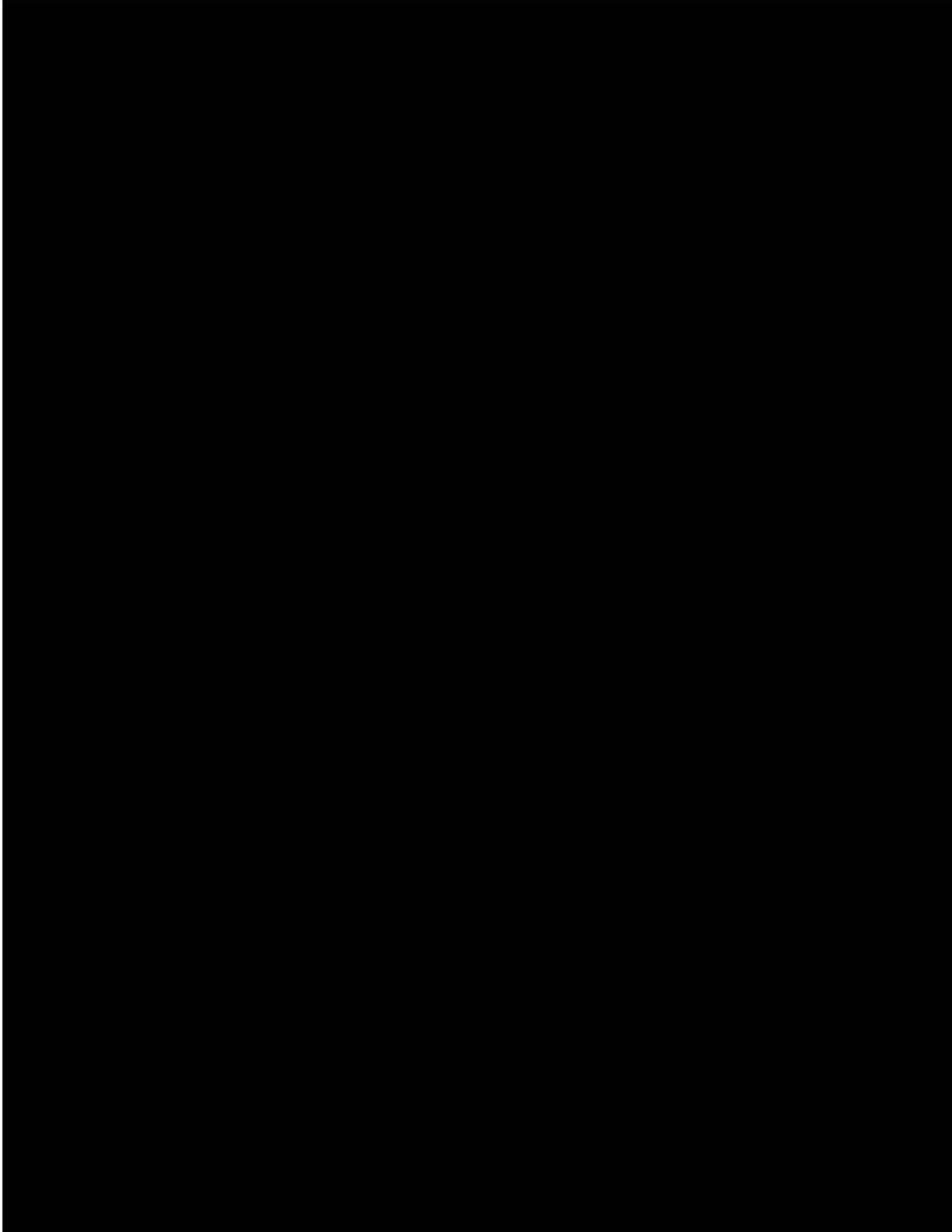
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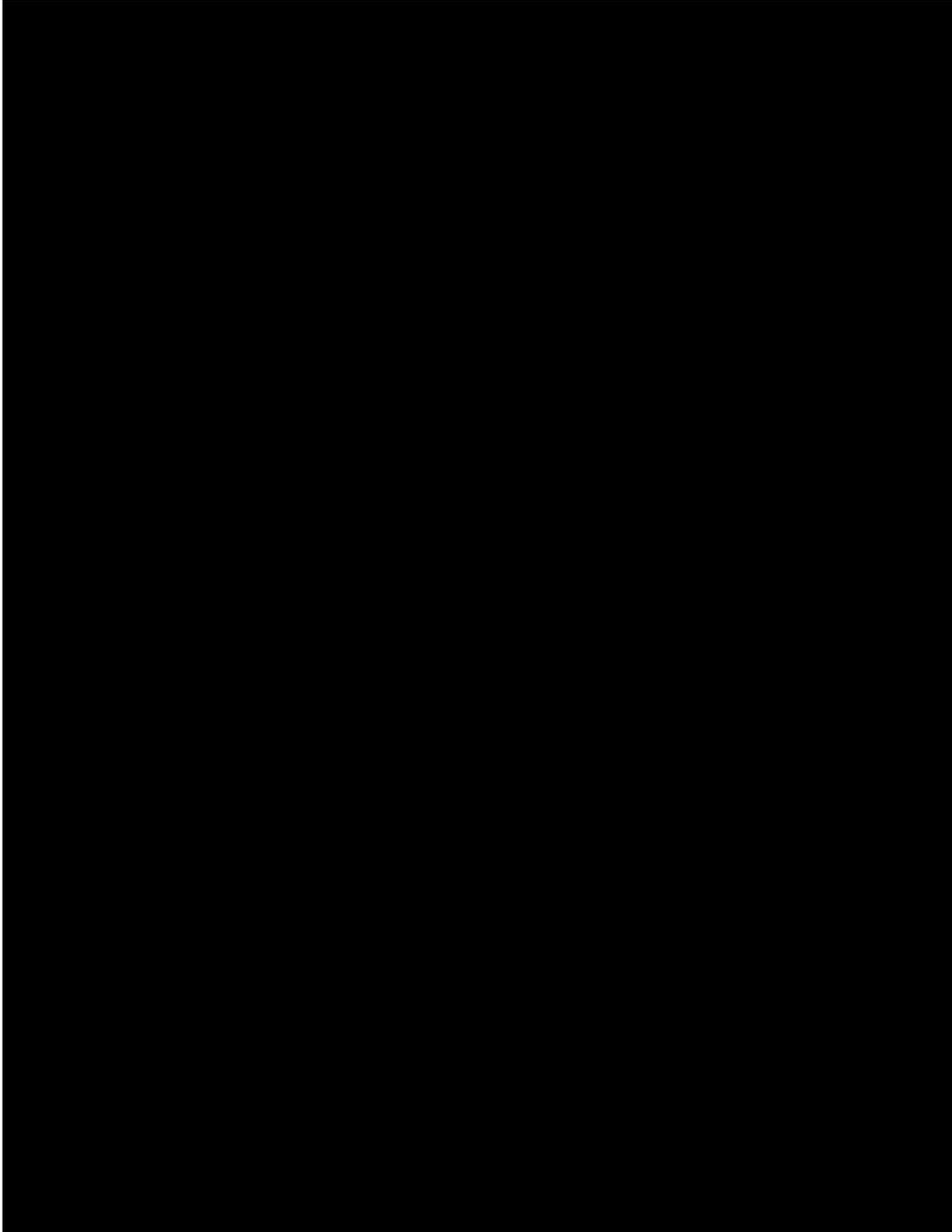
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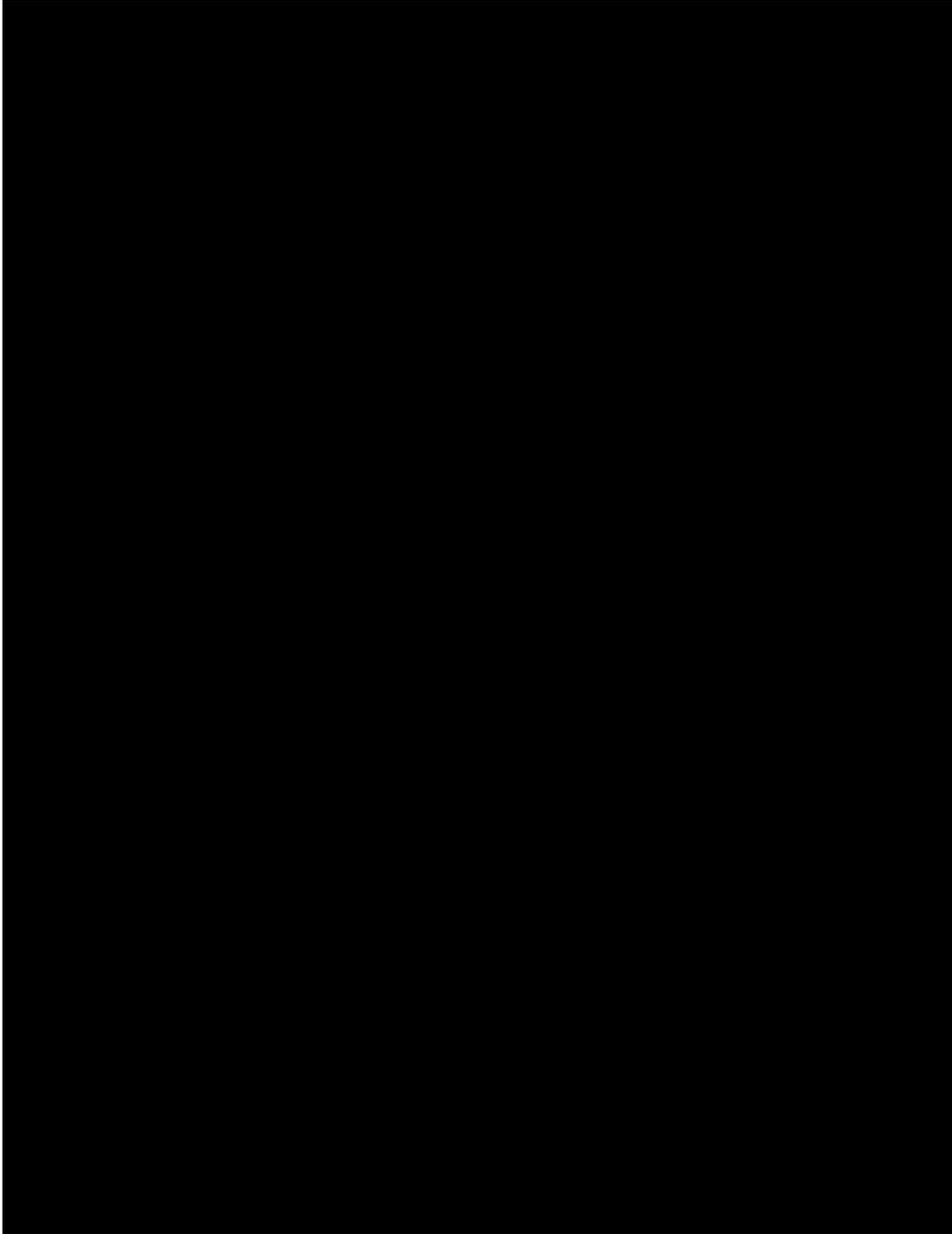
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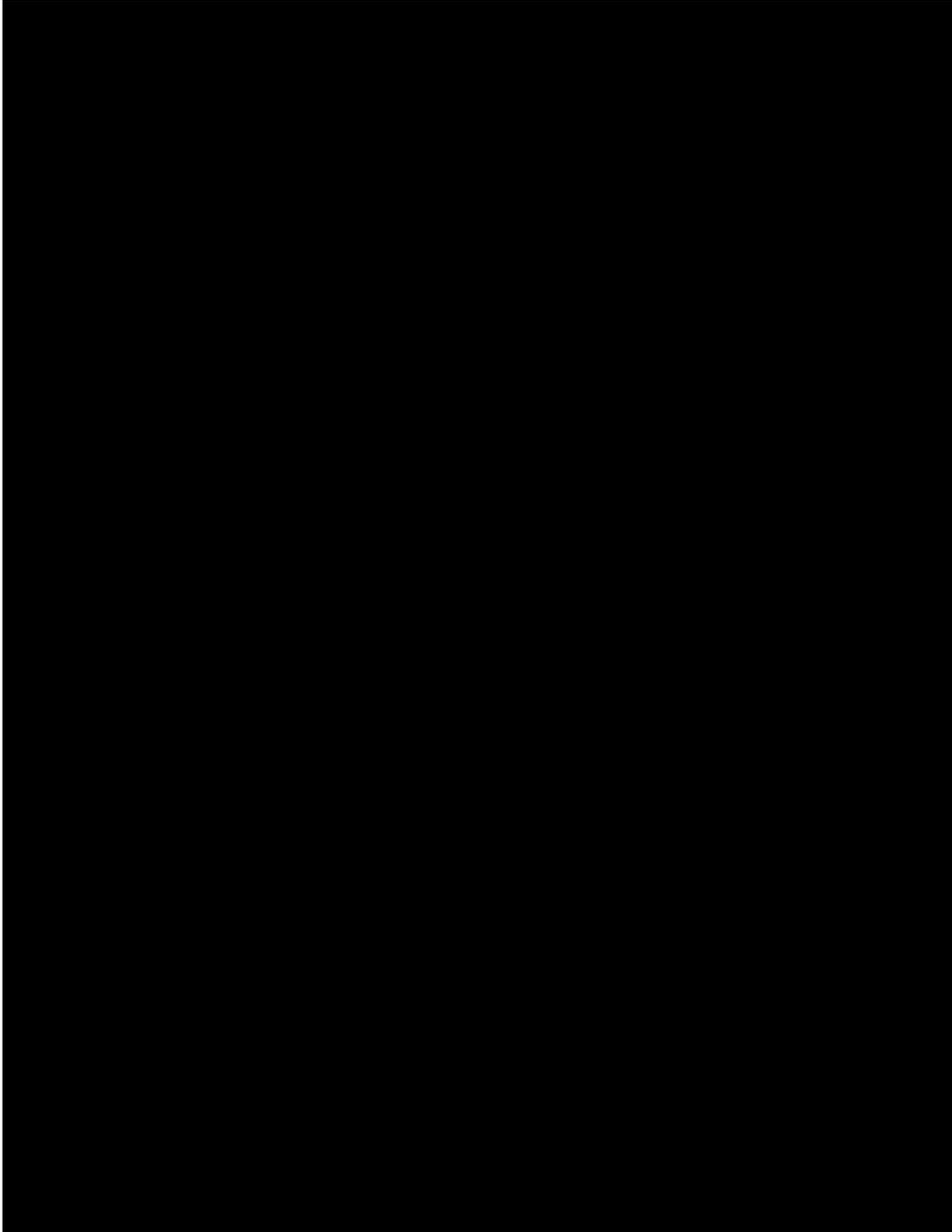
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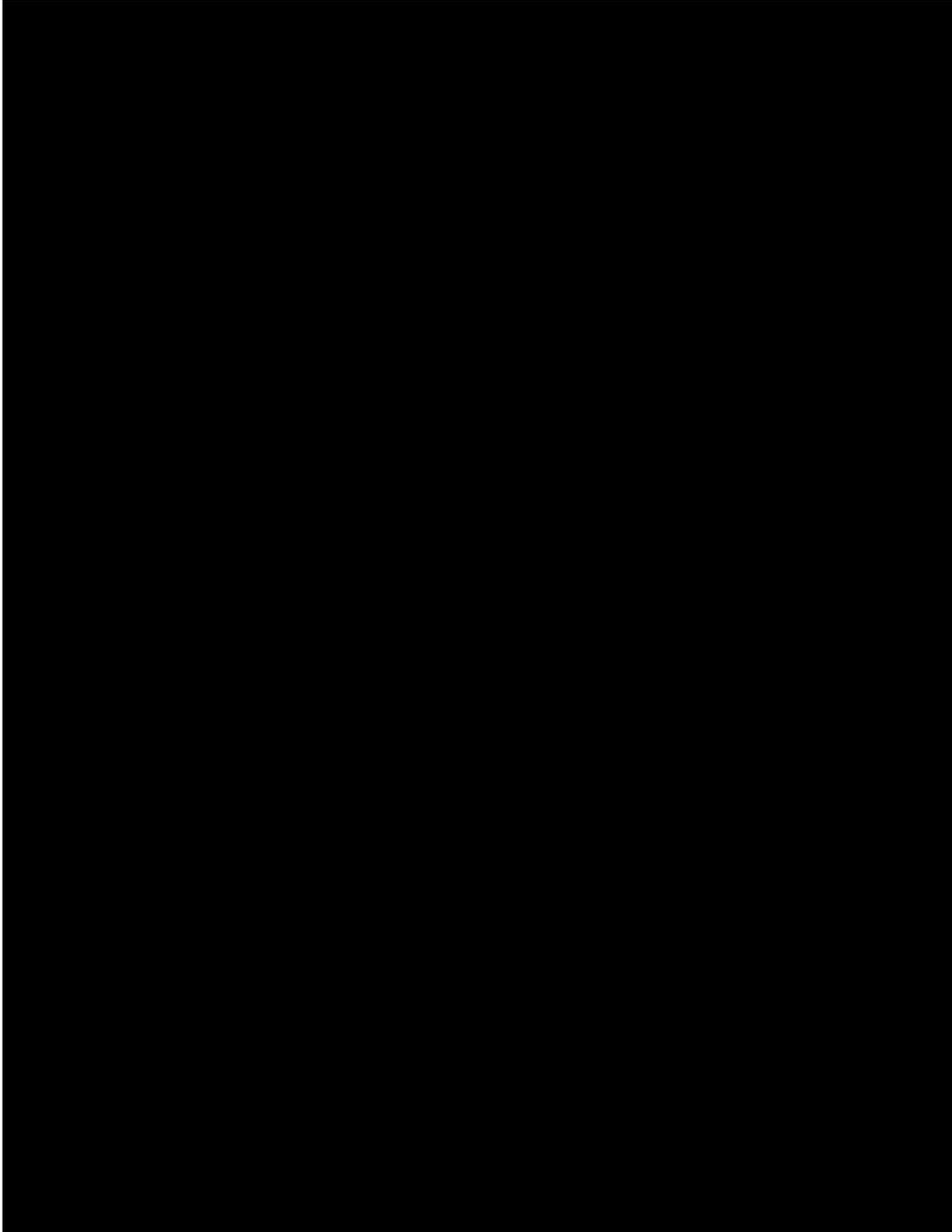
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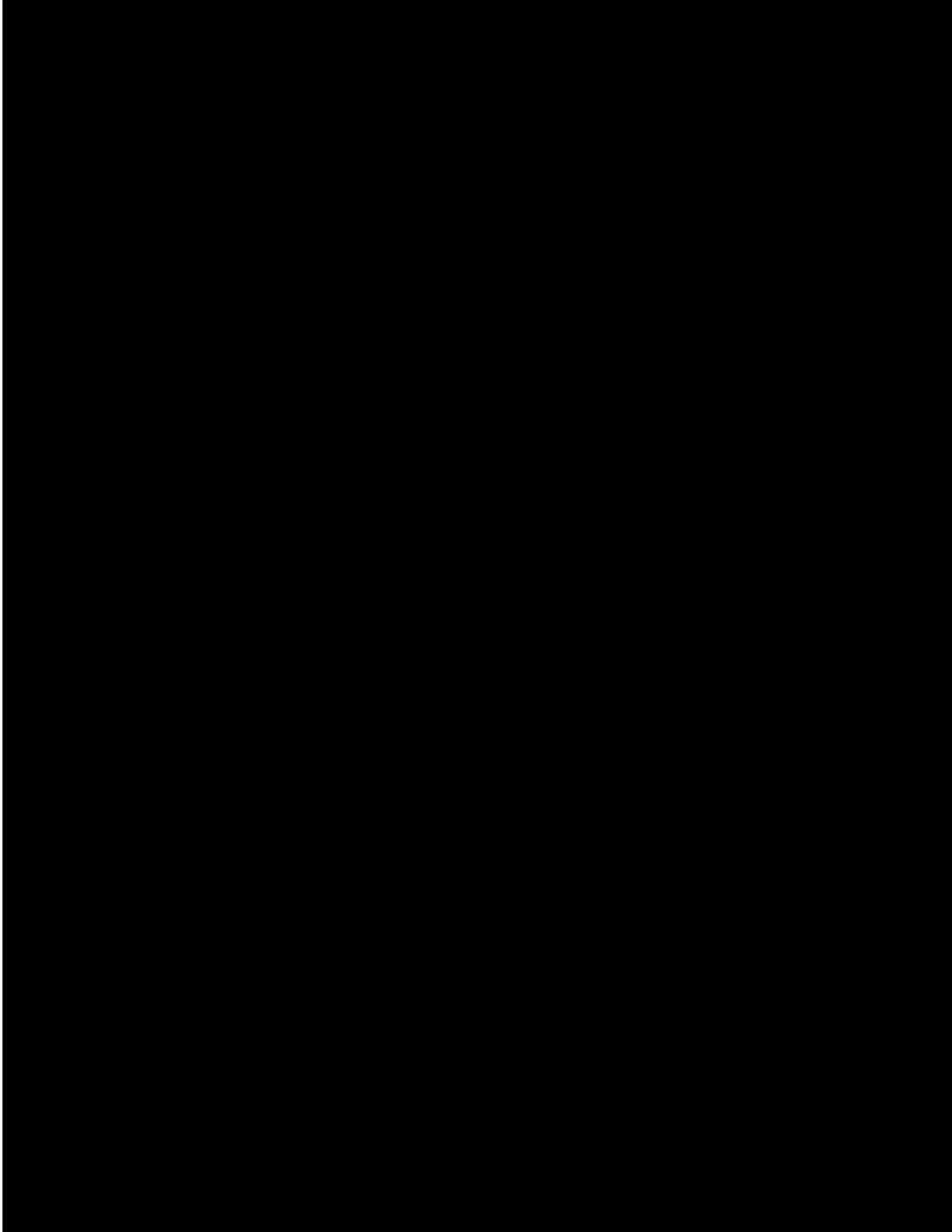
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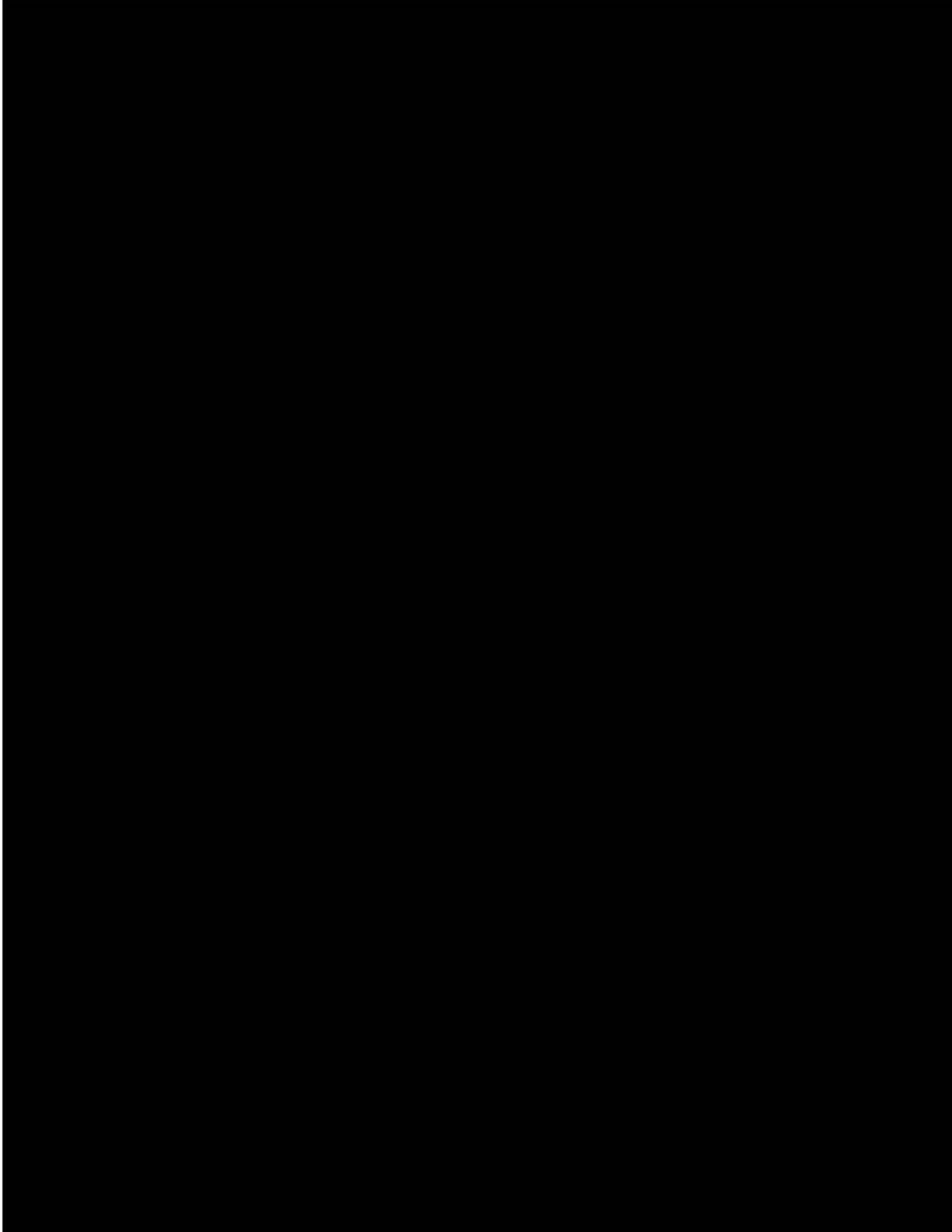


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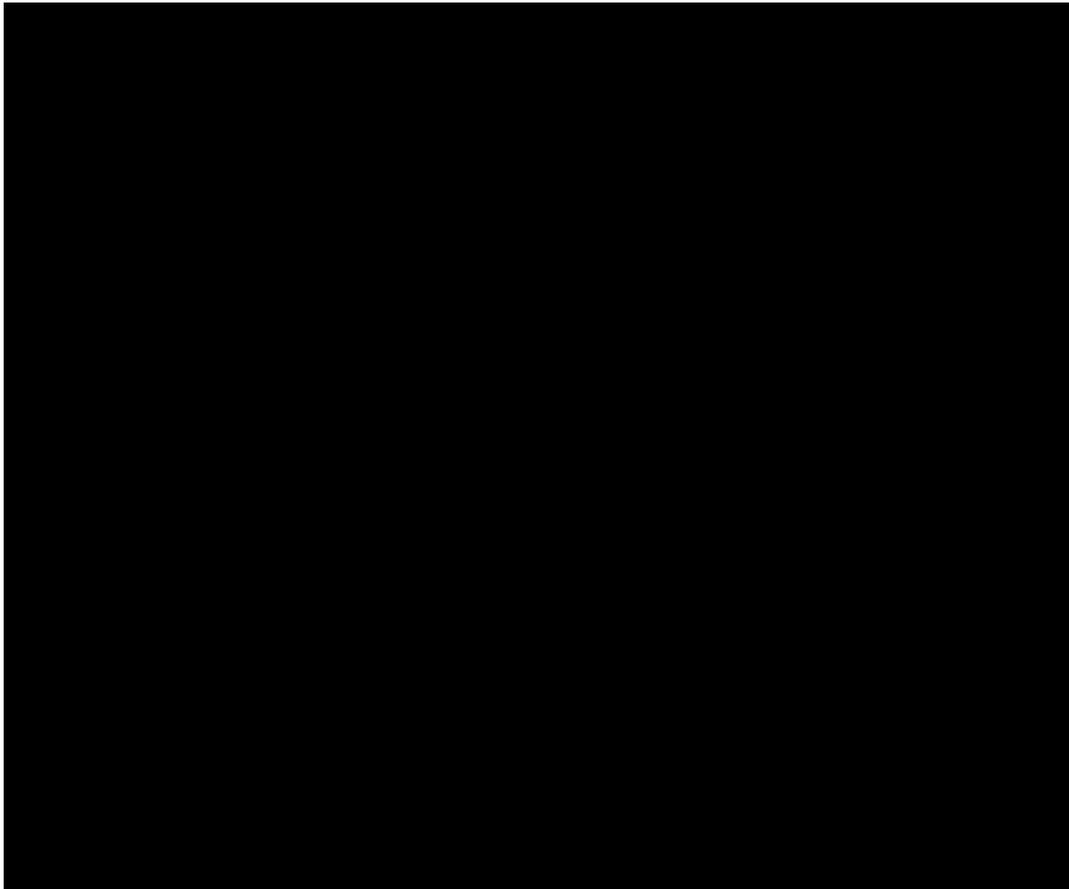
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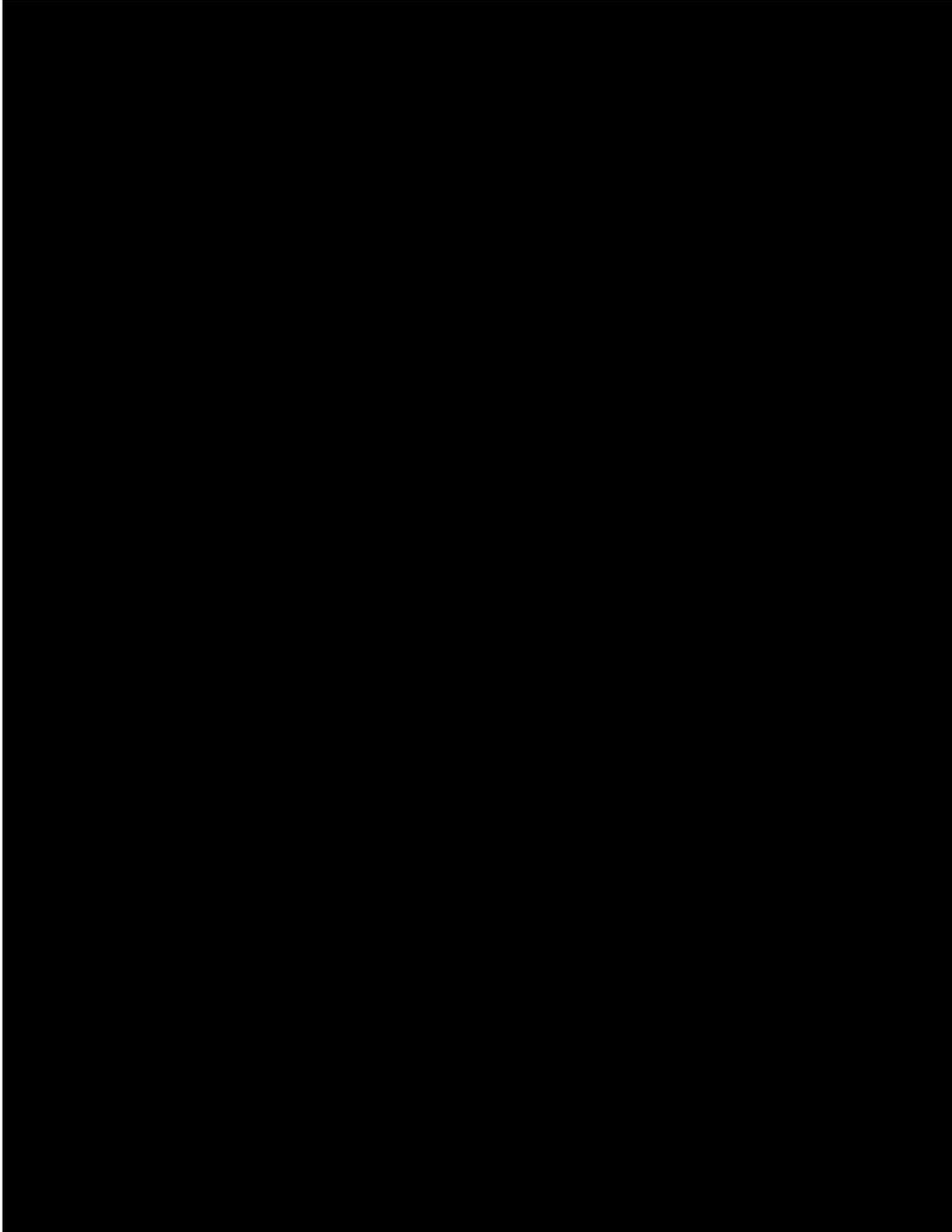
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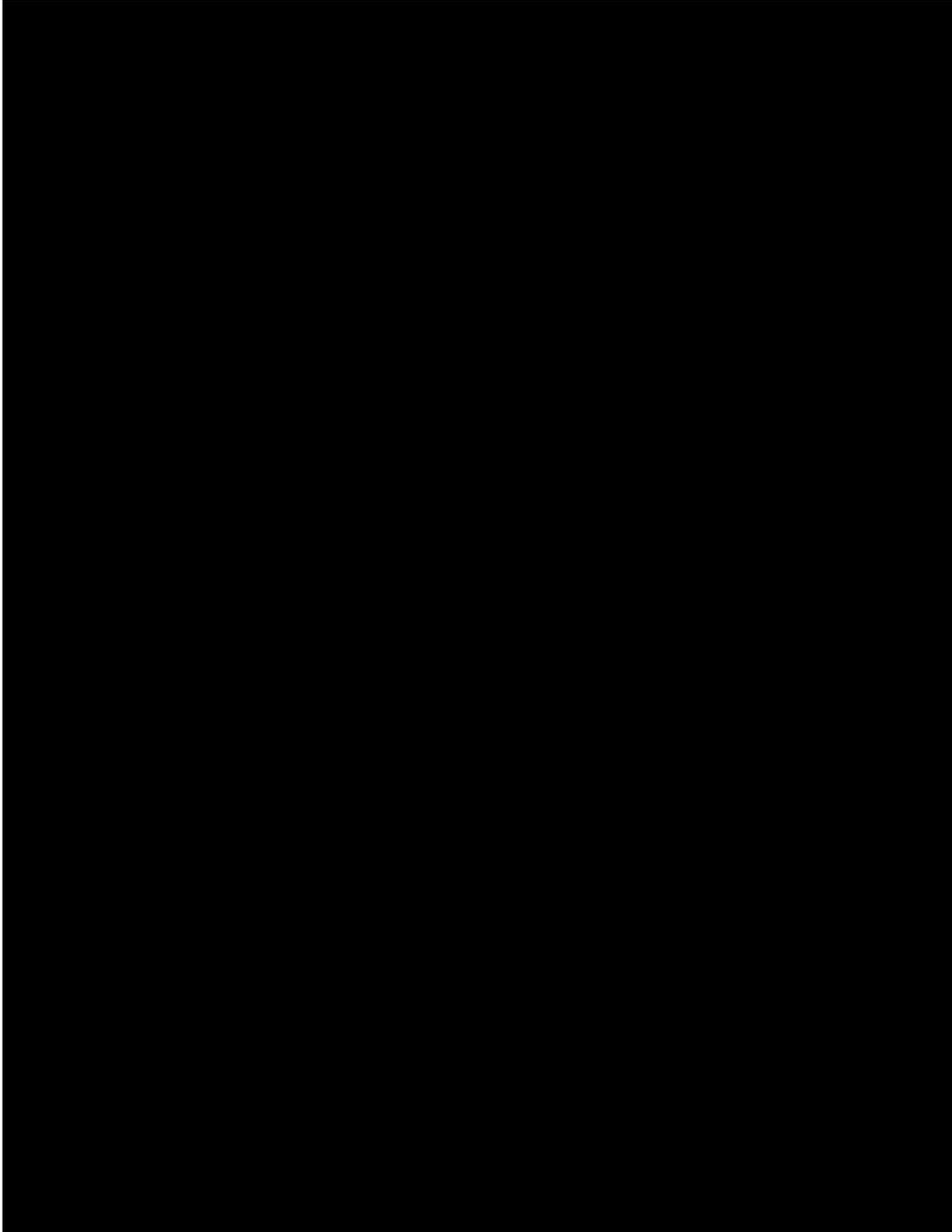
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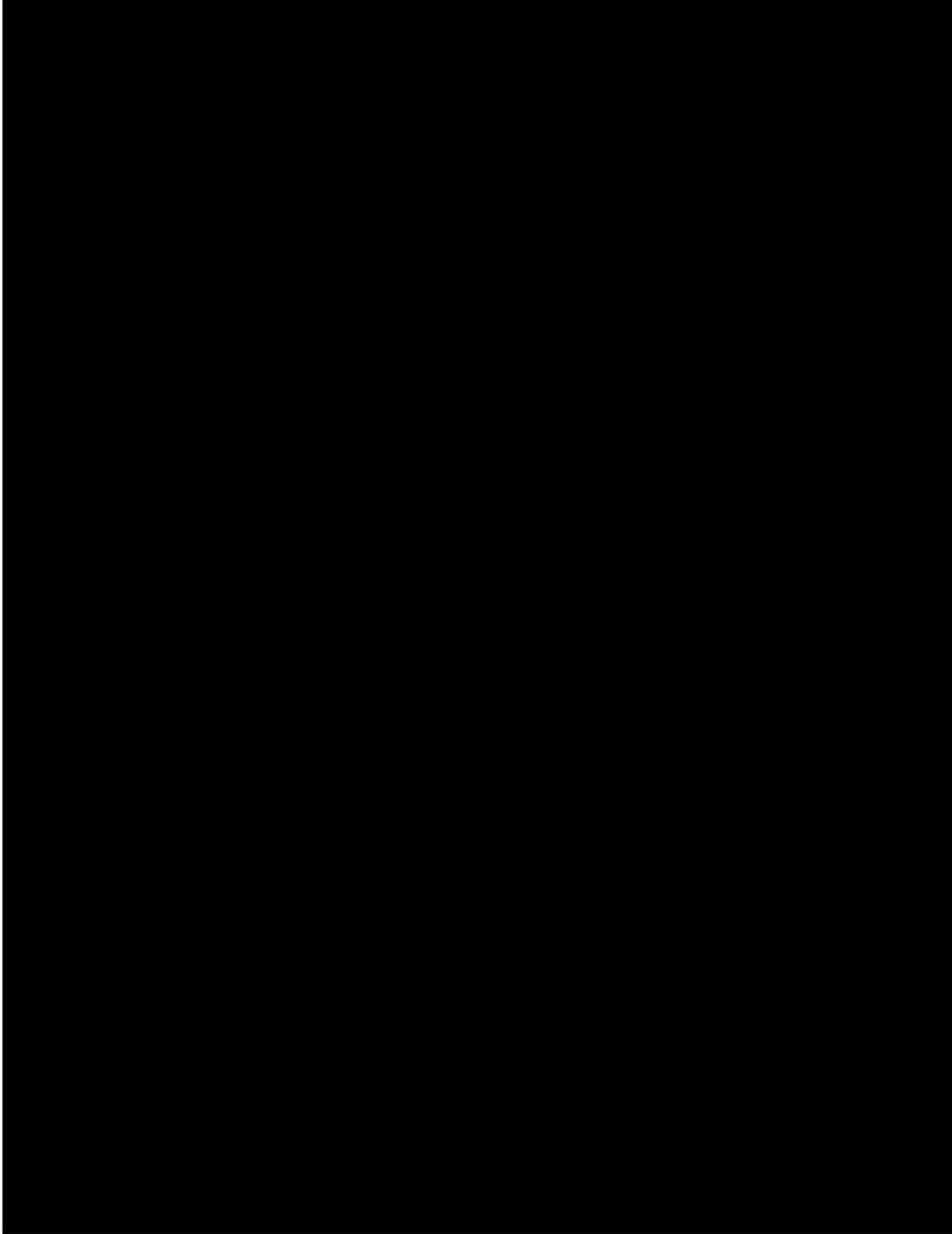
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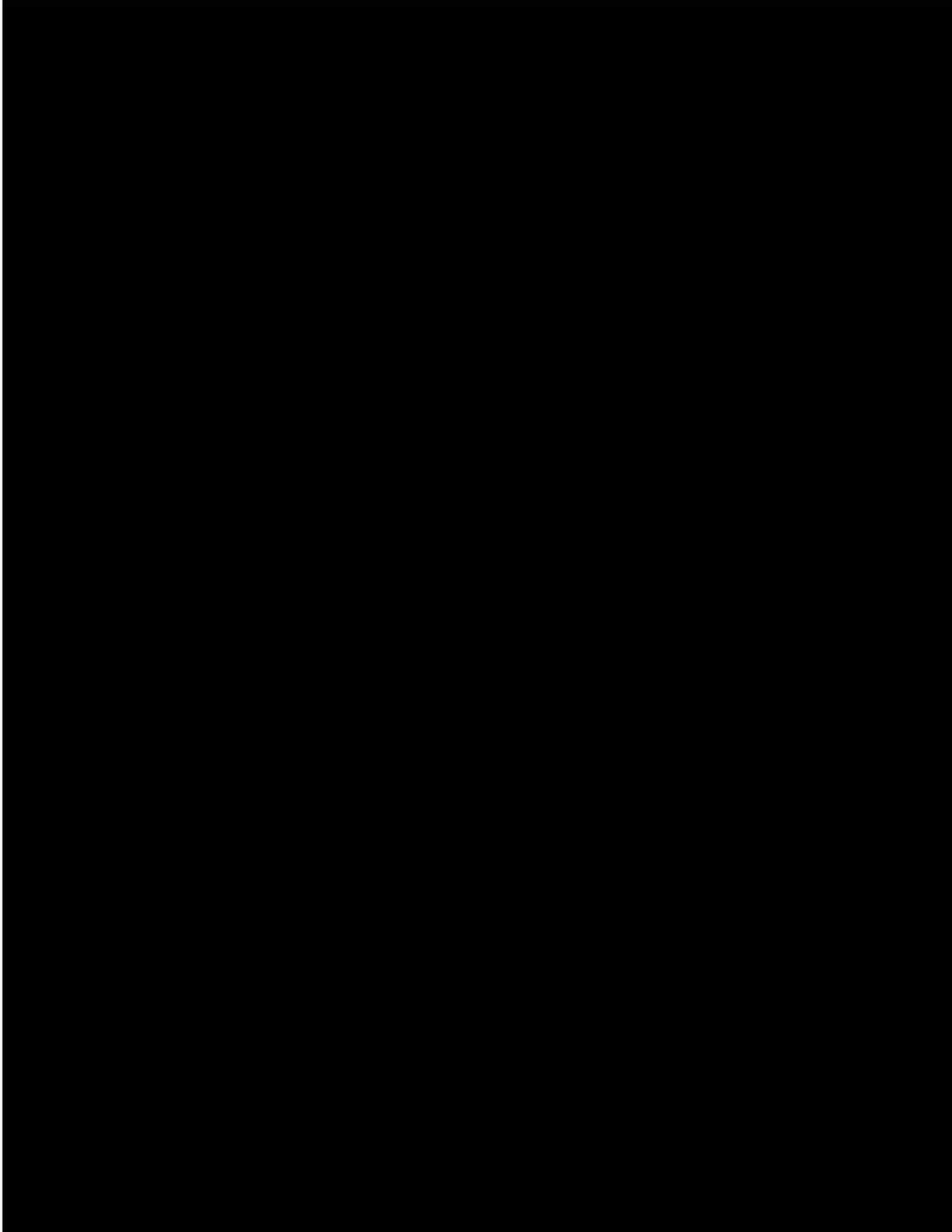
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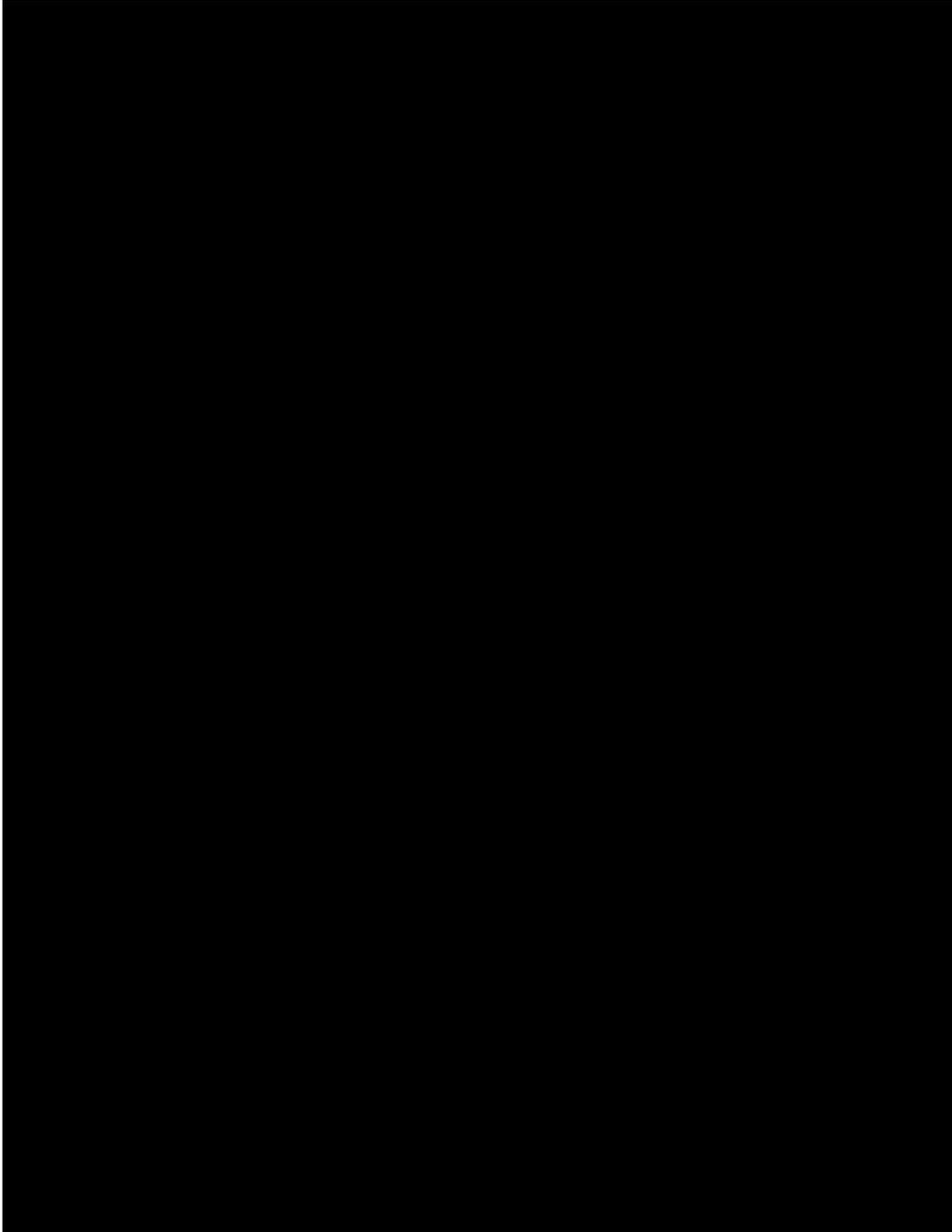
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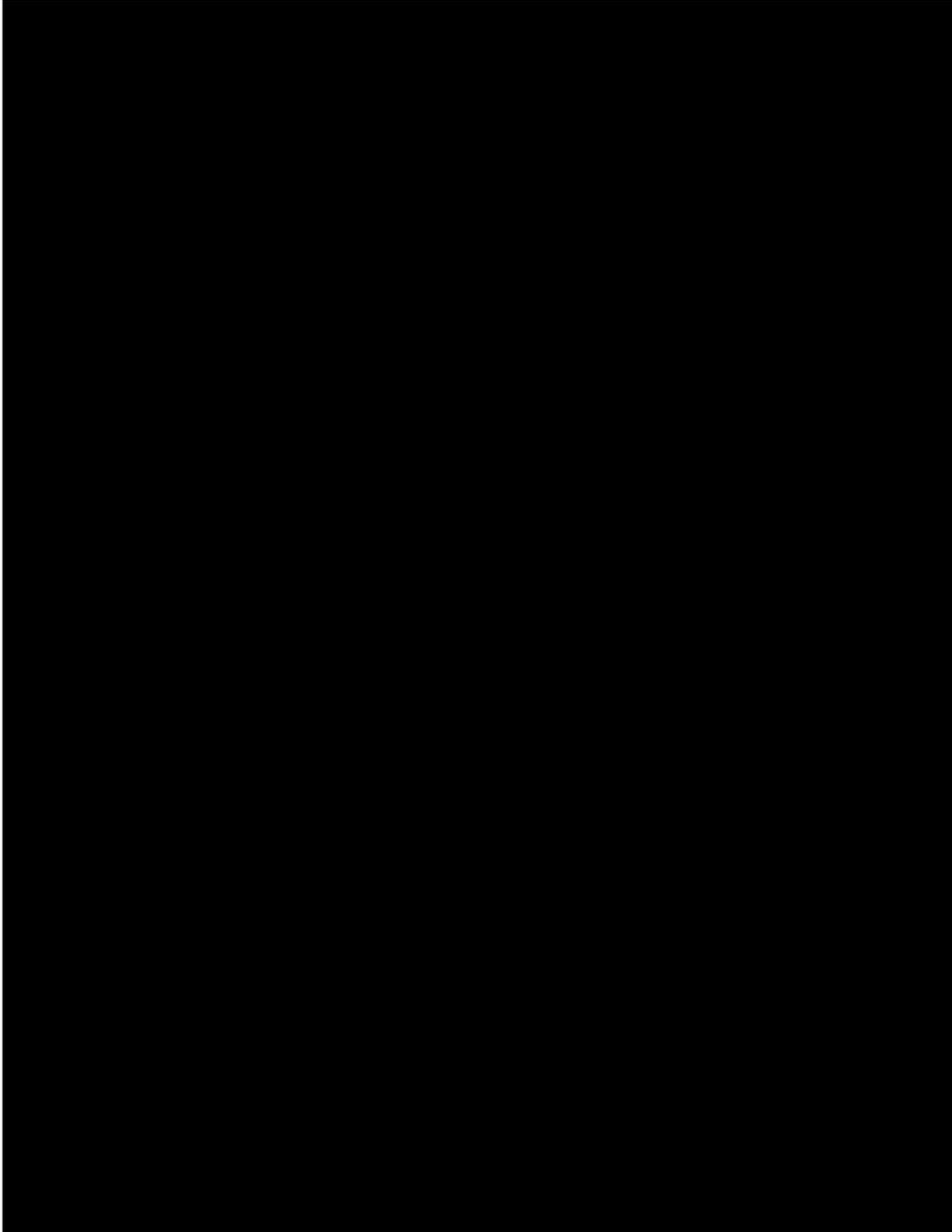
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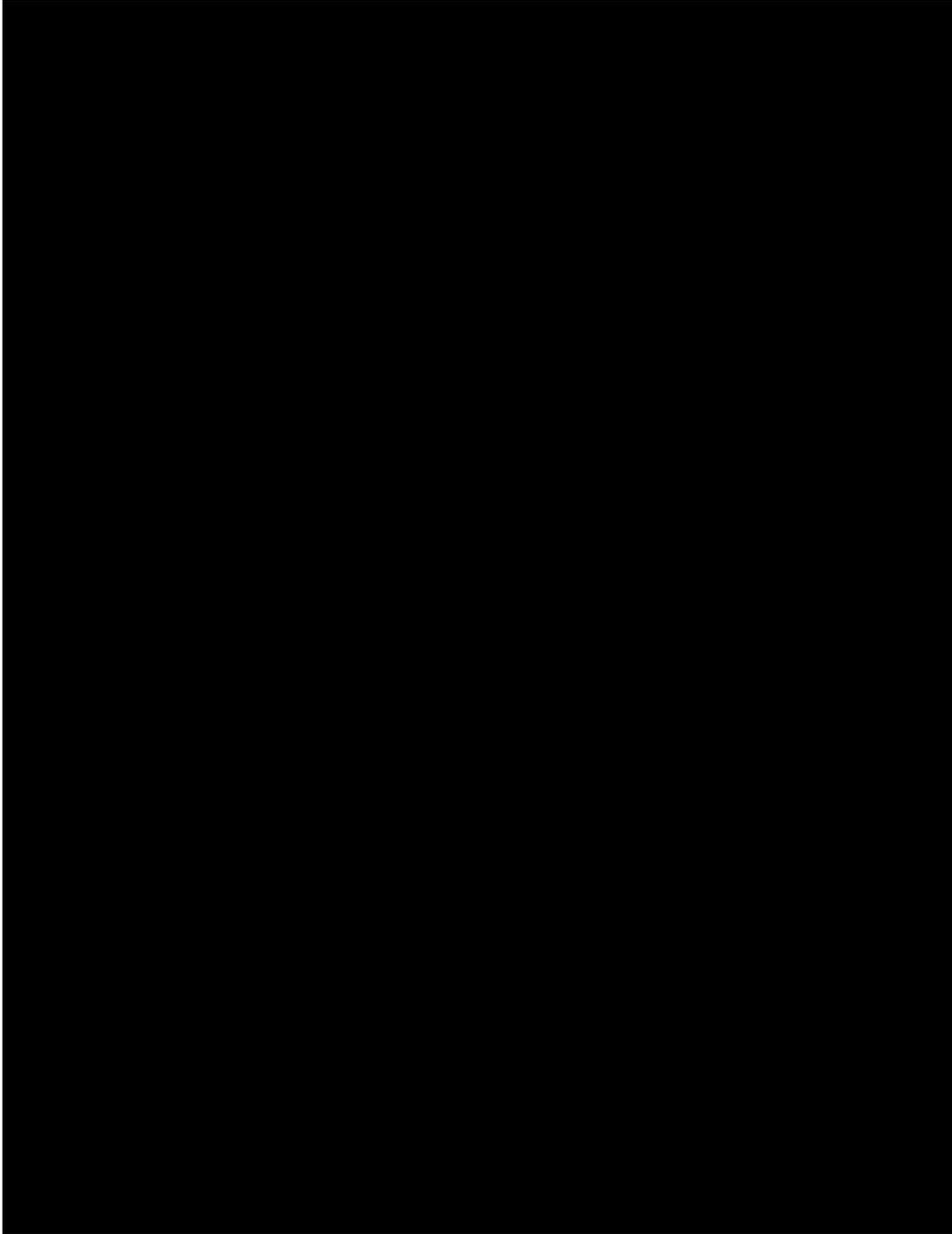
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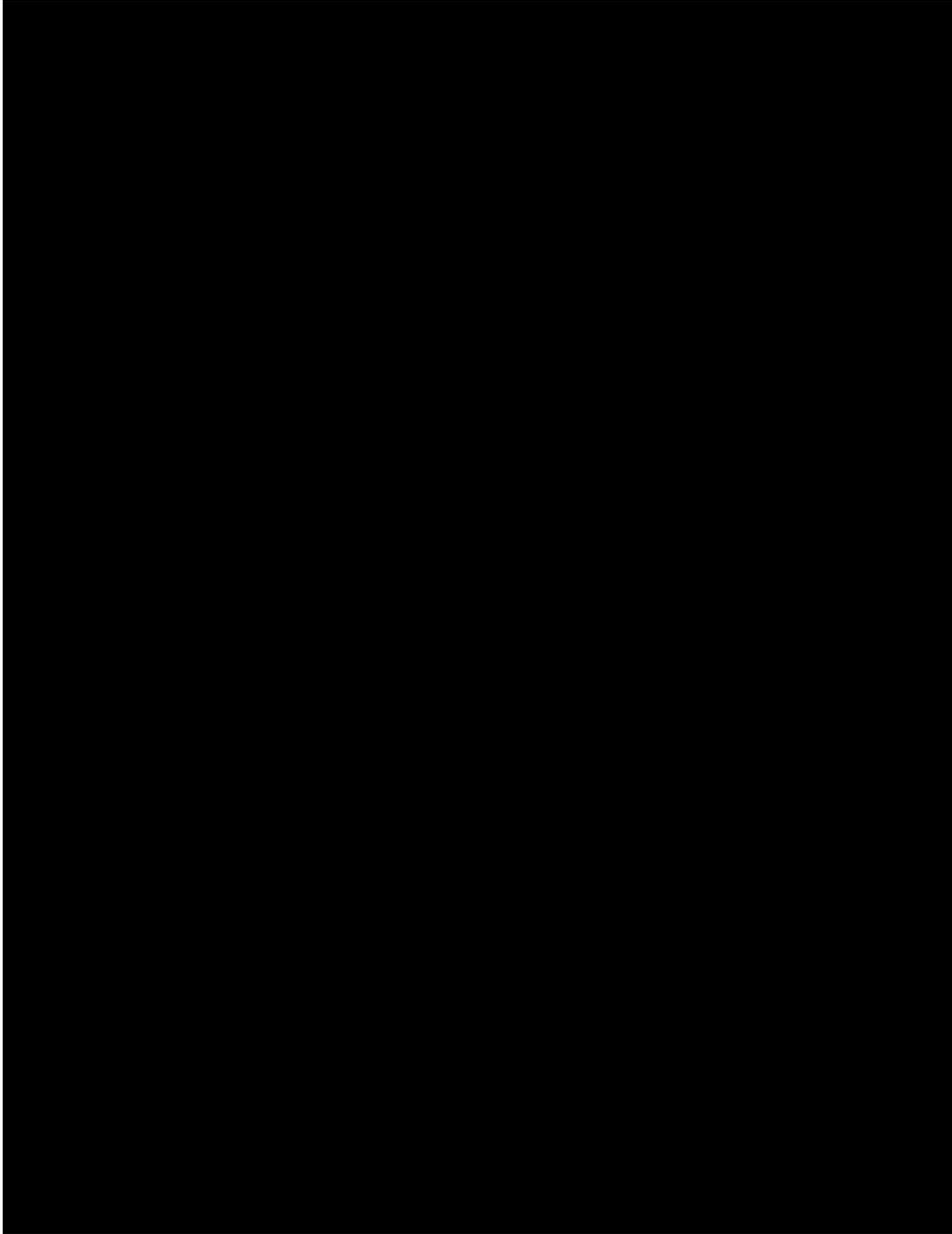
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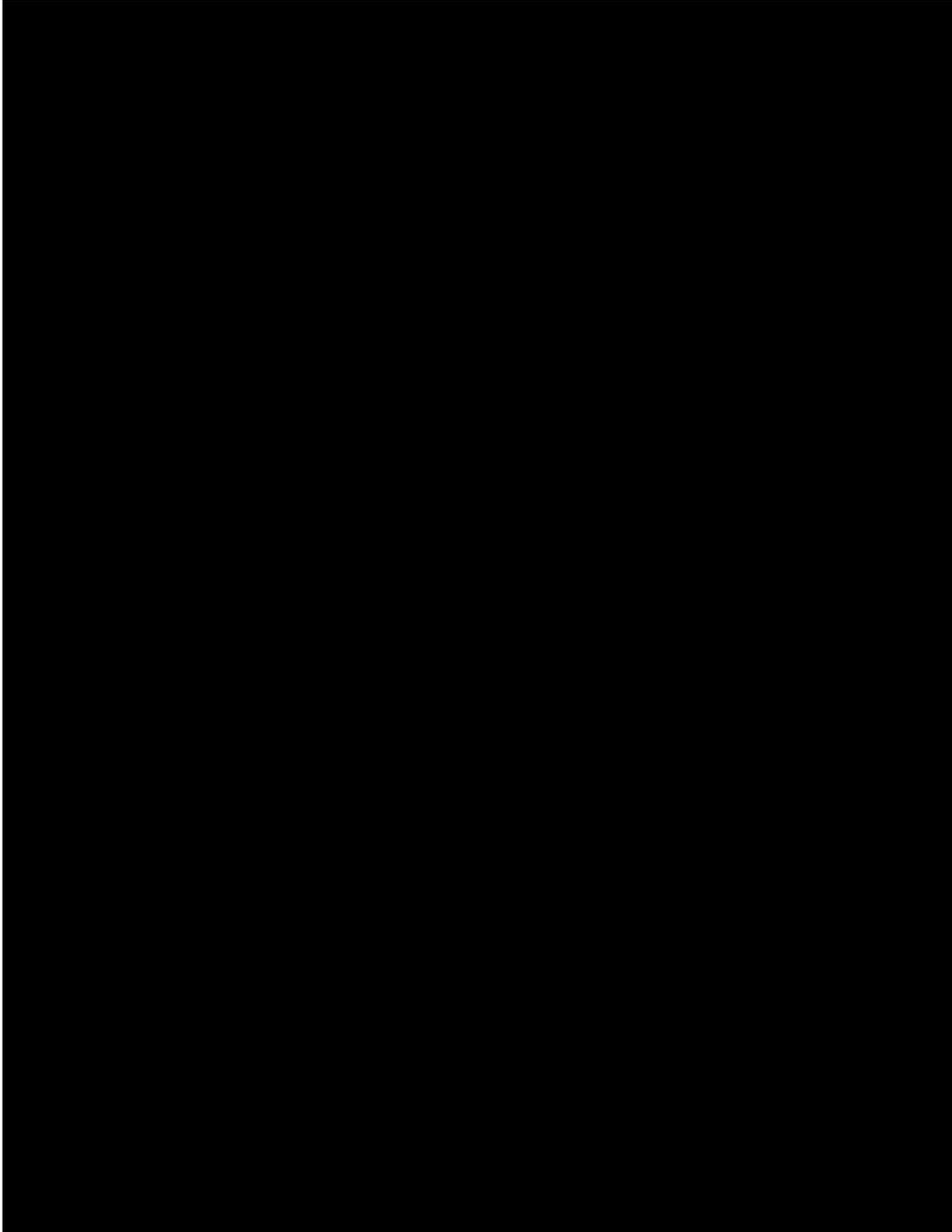
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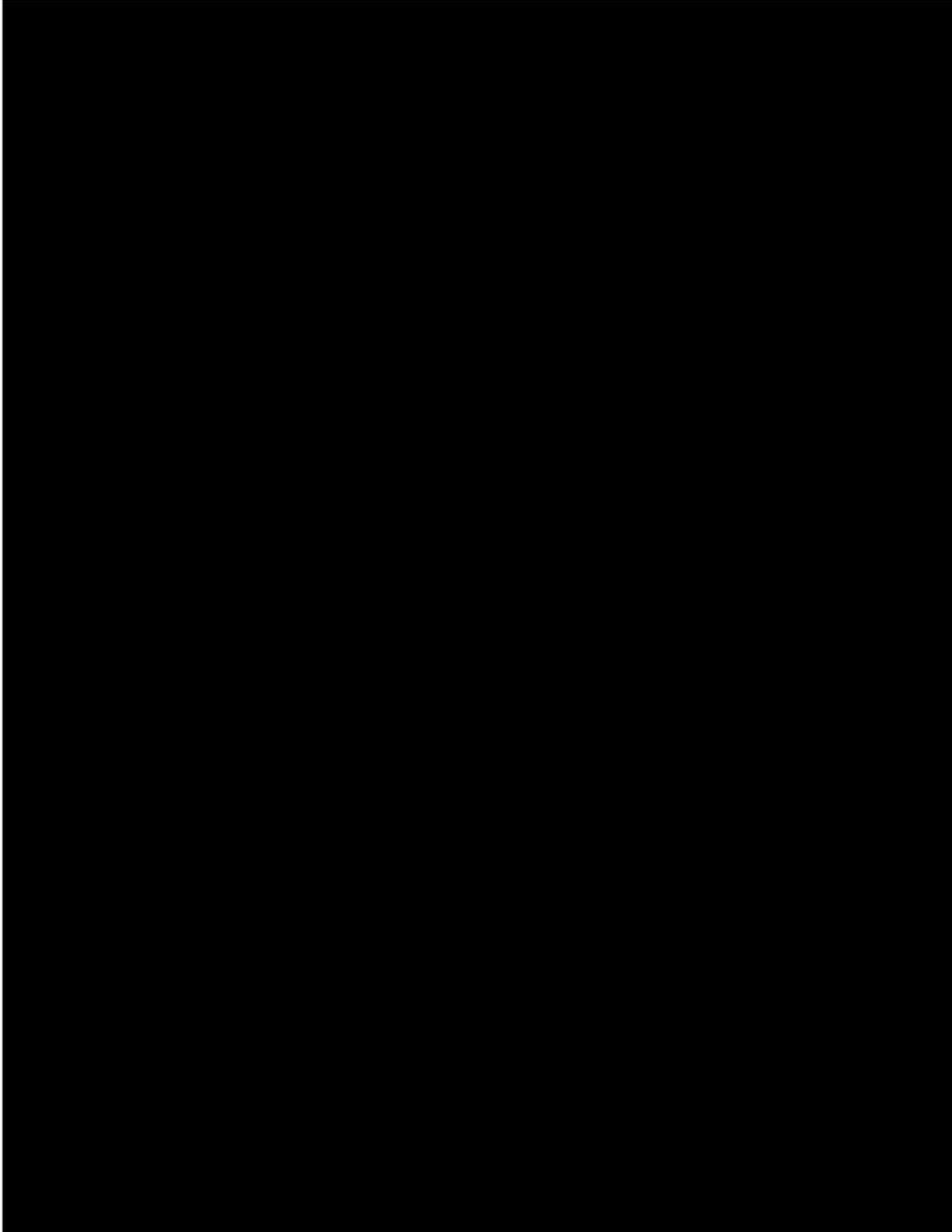
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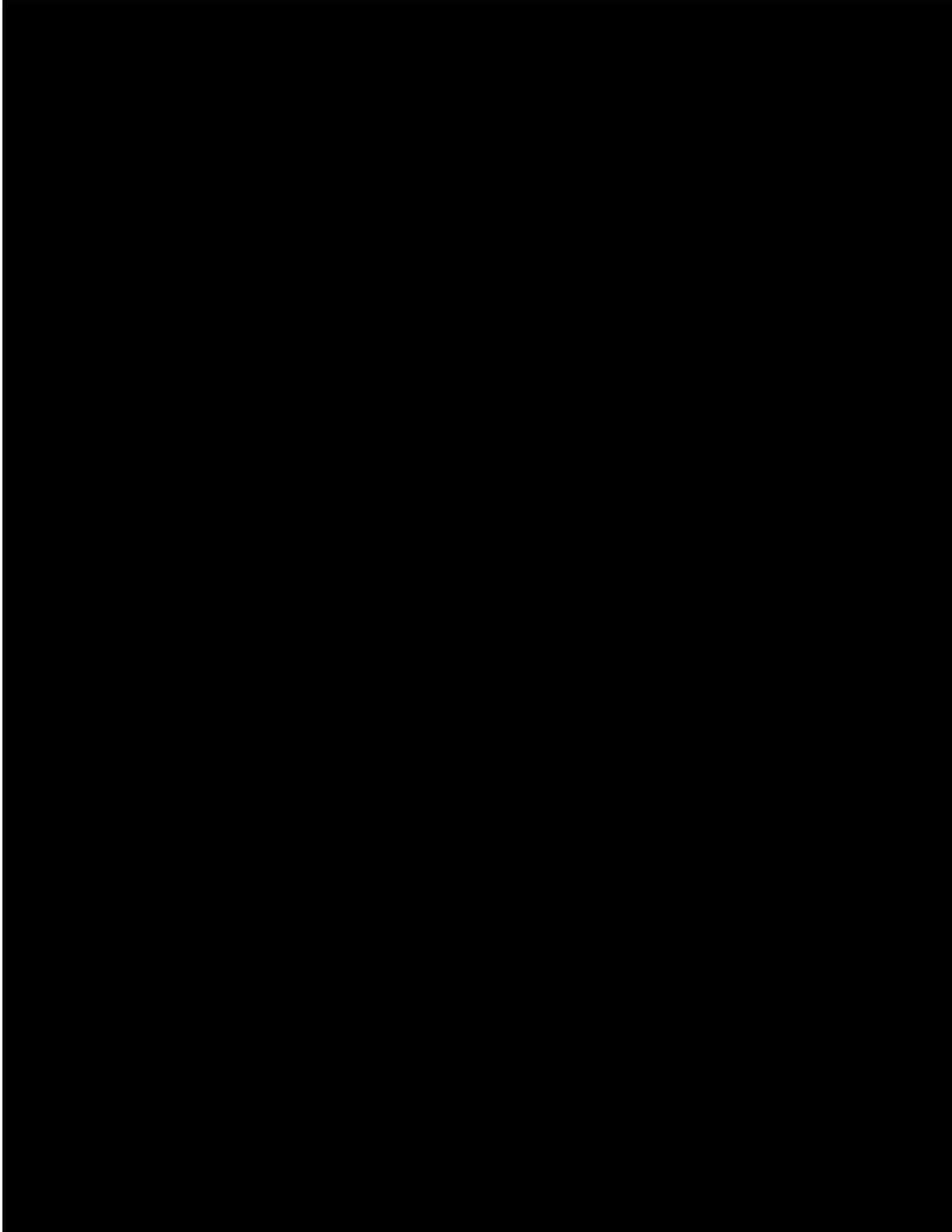
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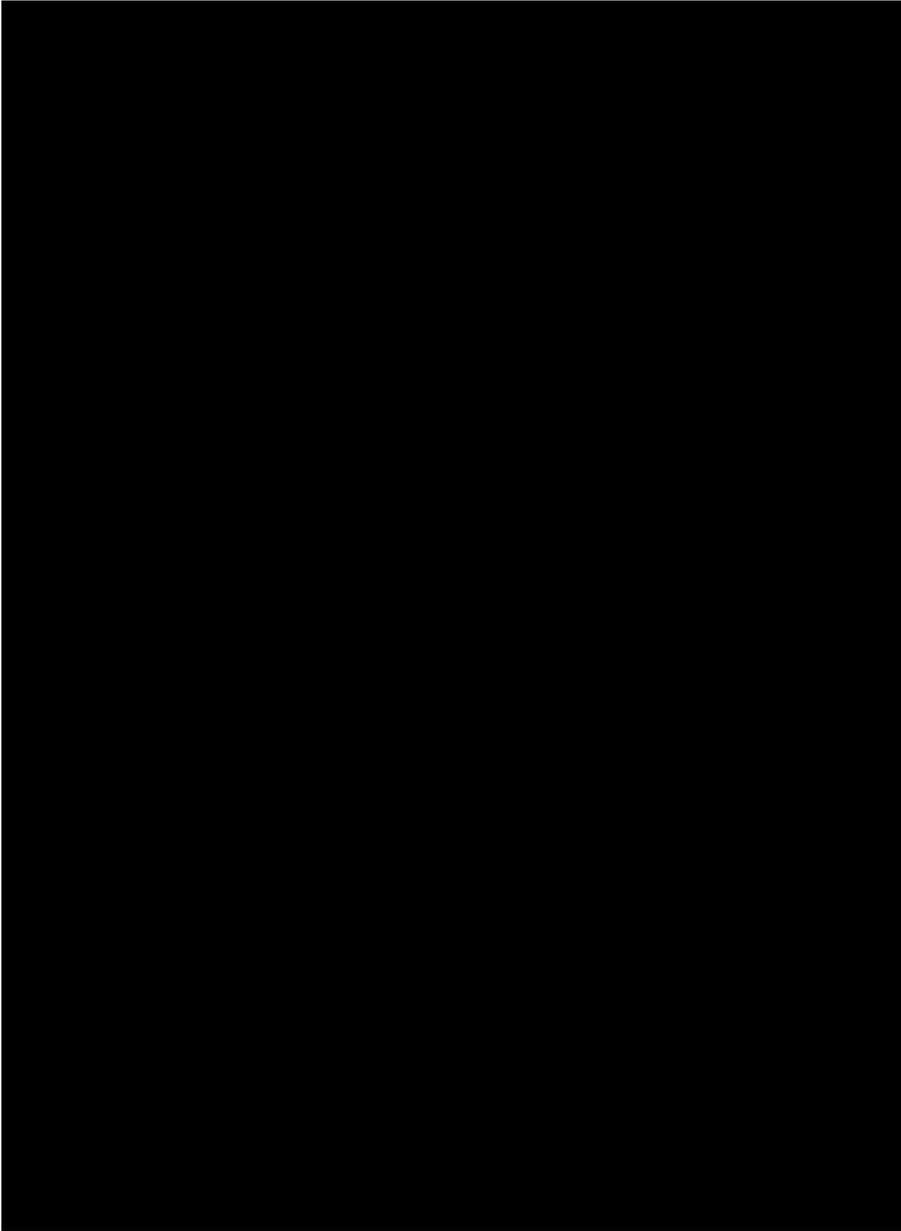
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Exhibit H

National Grid	[REDACTED]	[REDACTED]
Safety Procedure	[REDACTED]	[REDACTED]
CONTRACTOR SAFETY REQUIREMENTS	[REDACTED]	[REDACTED]



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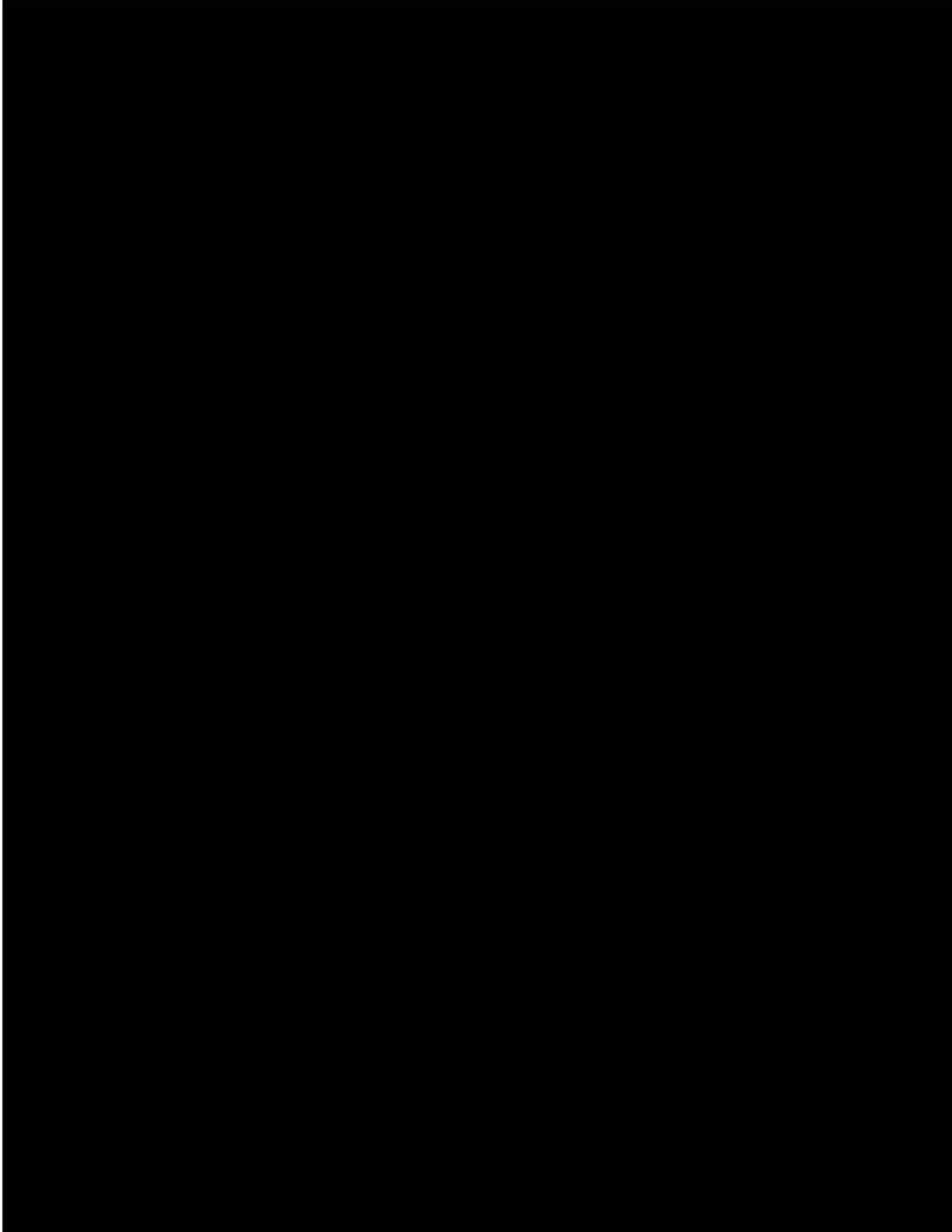
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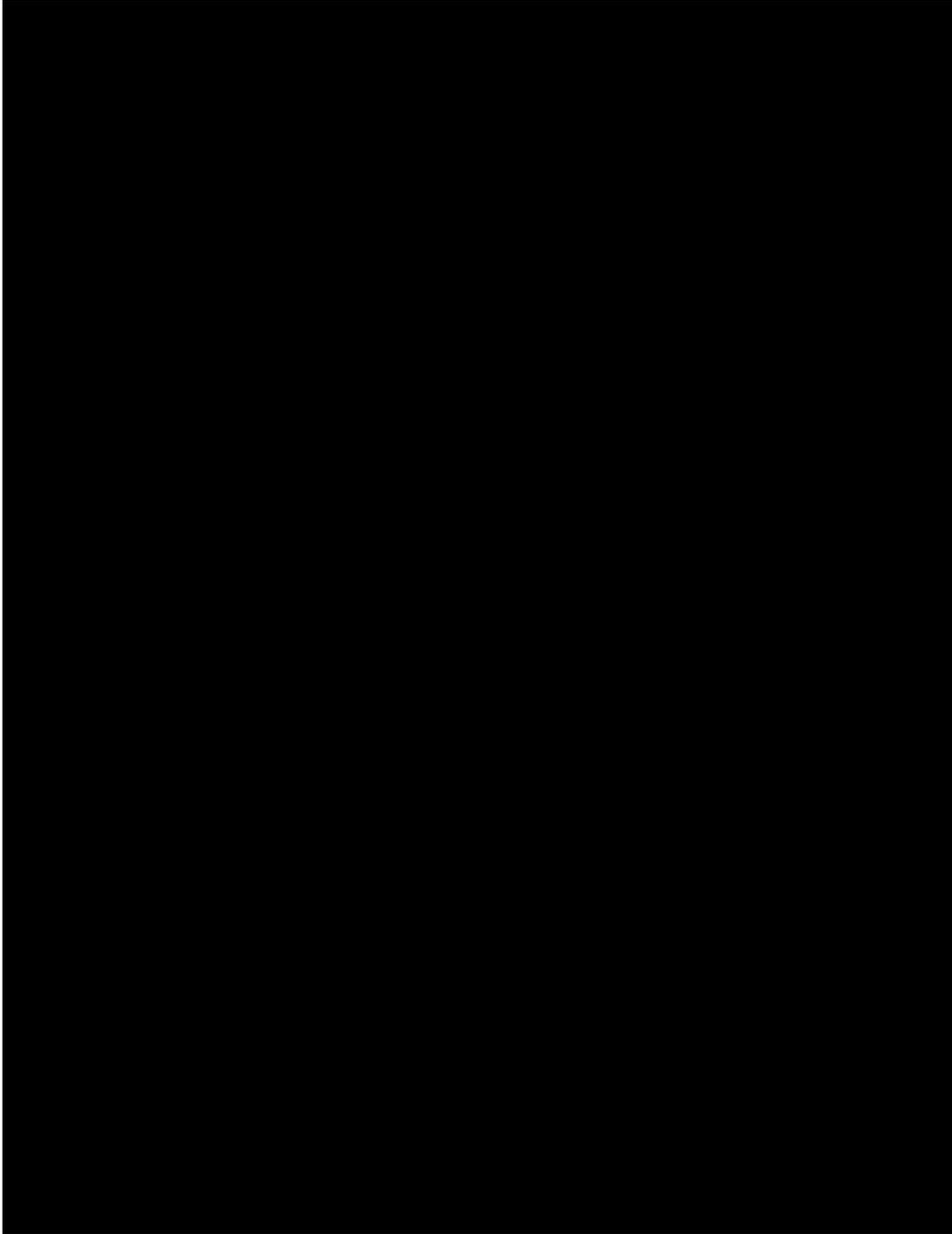
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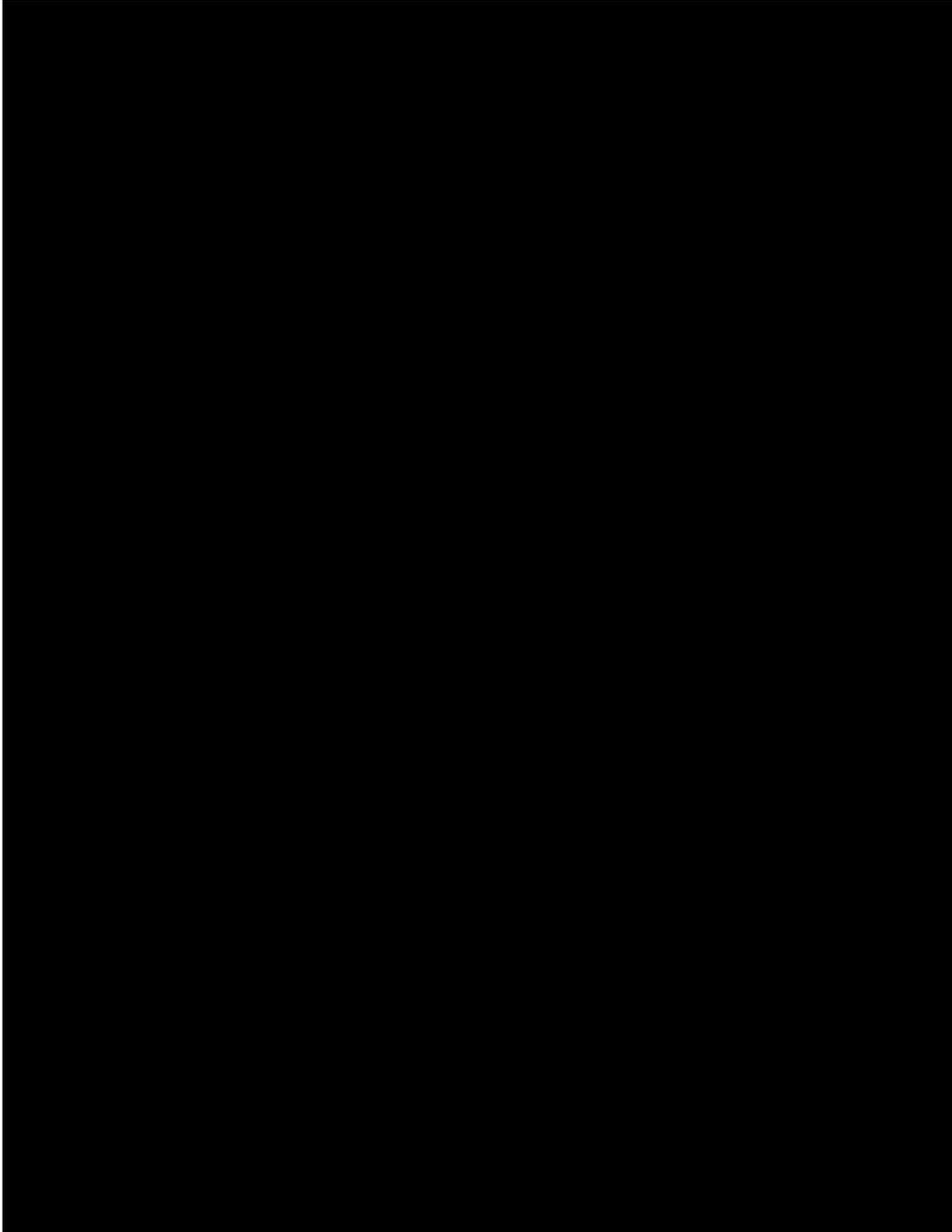
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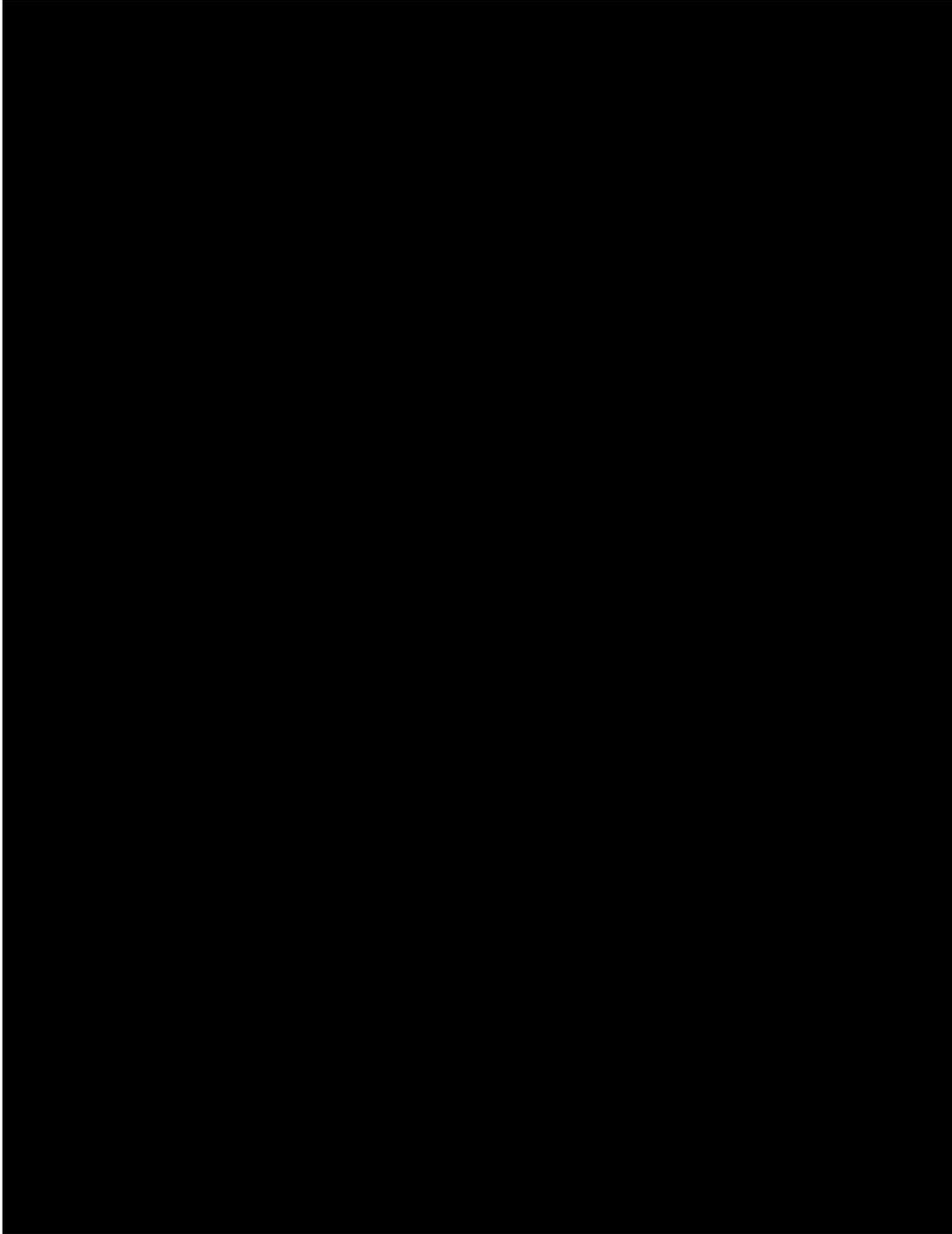
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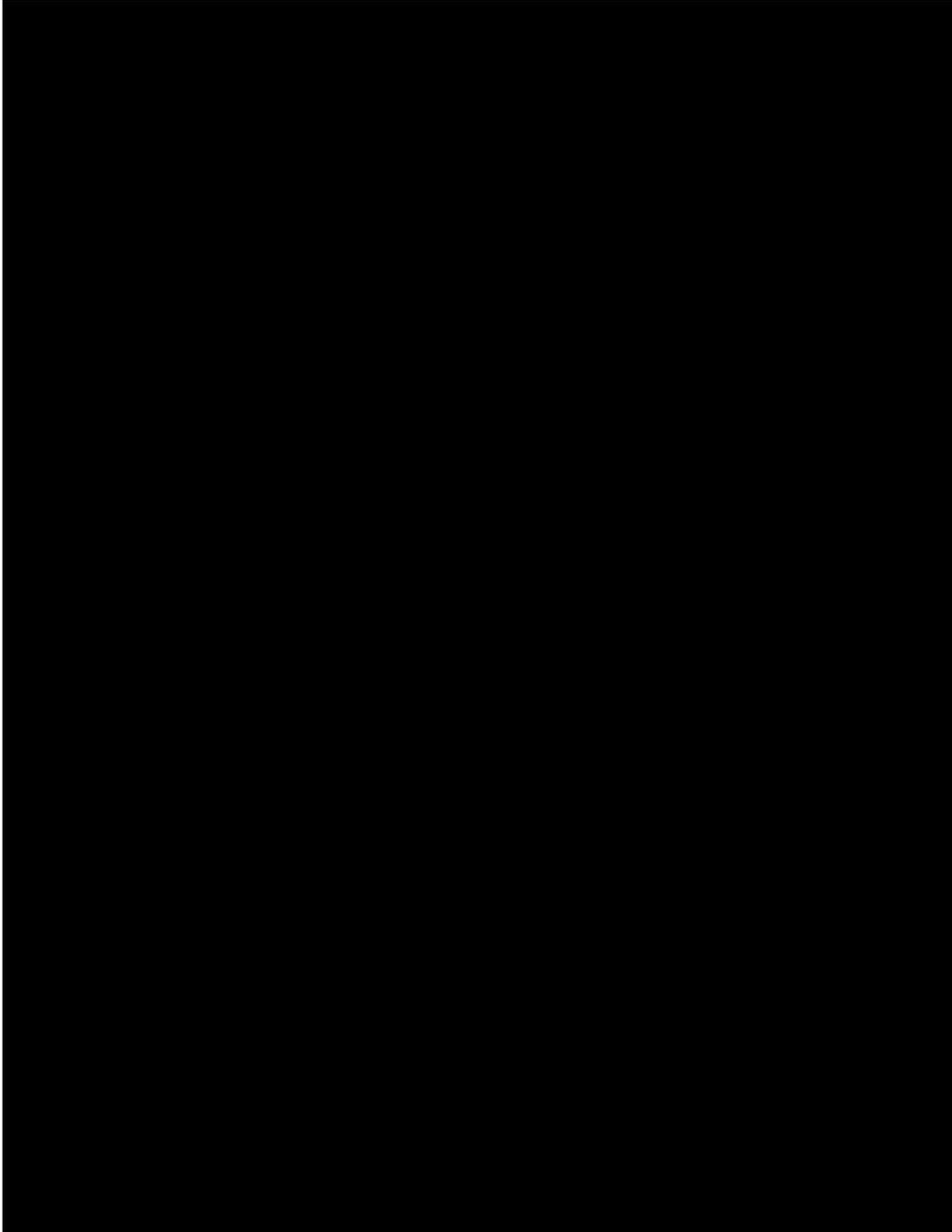
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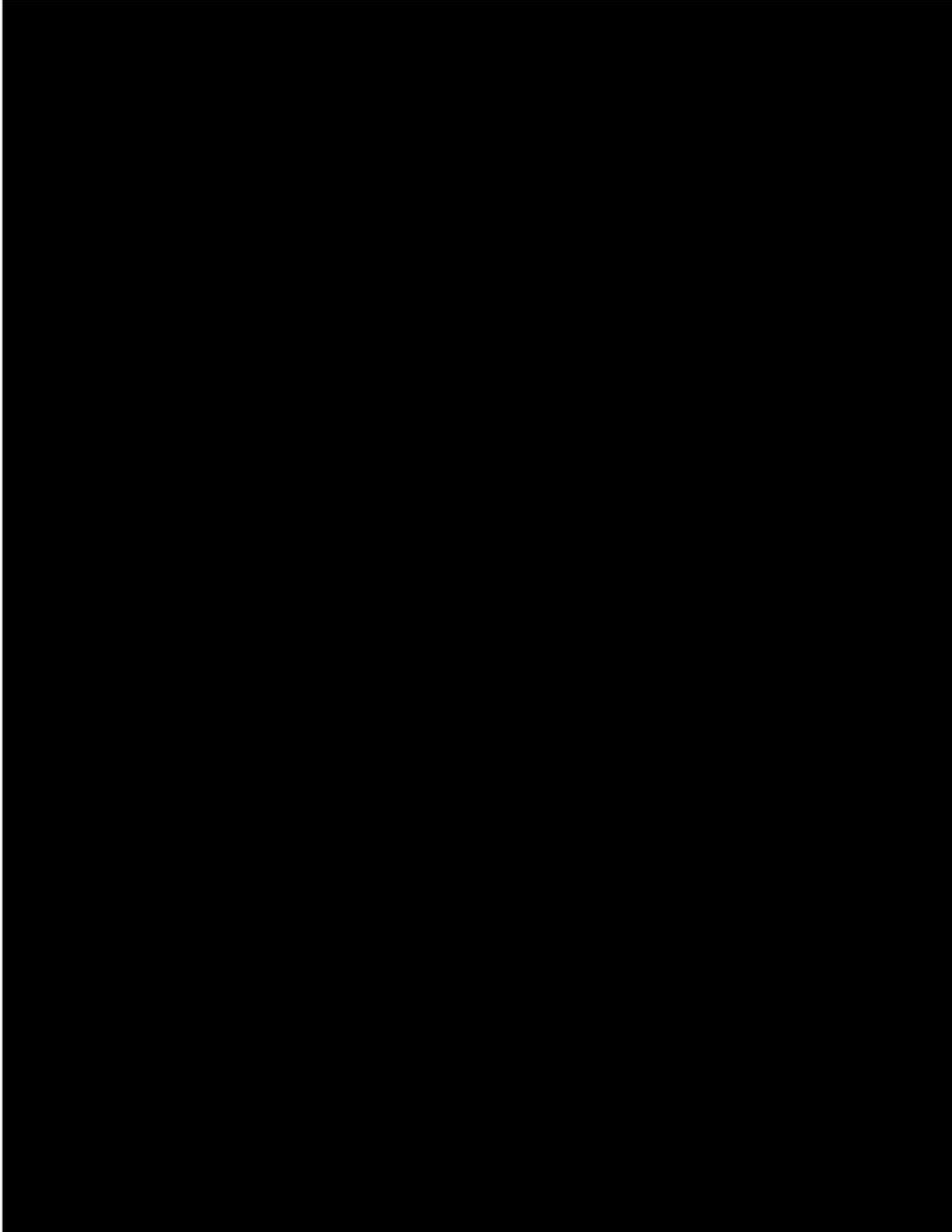
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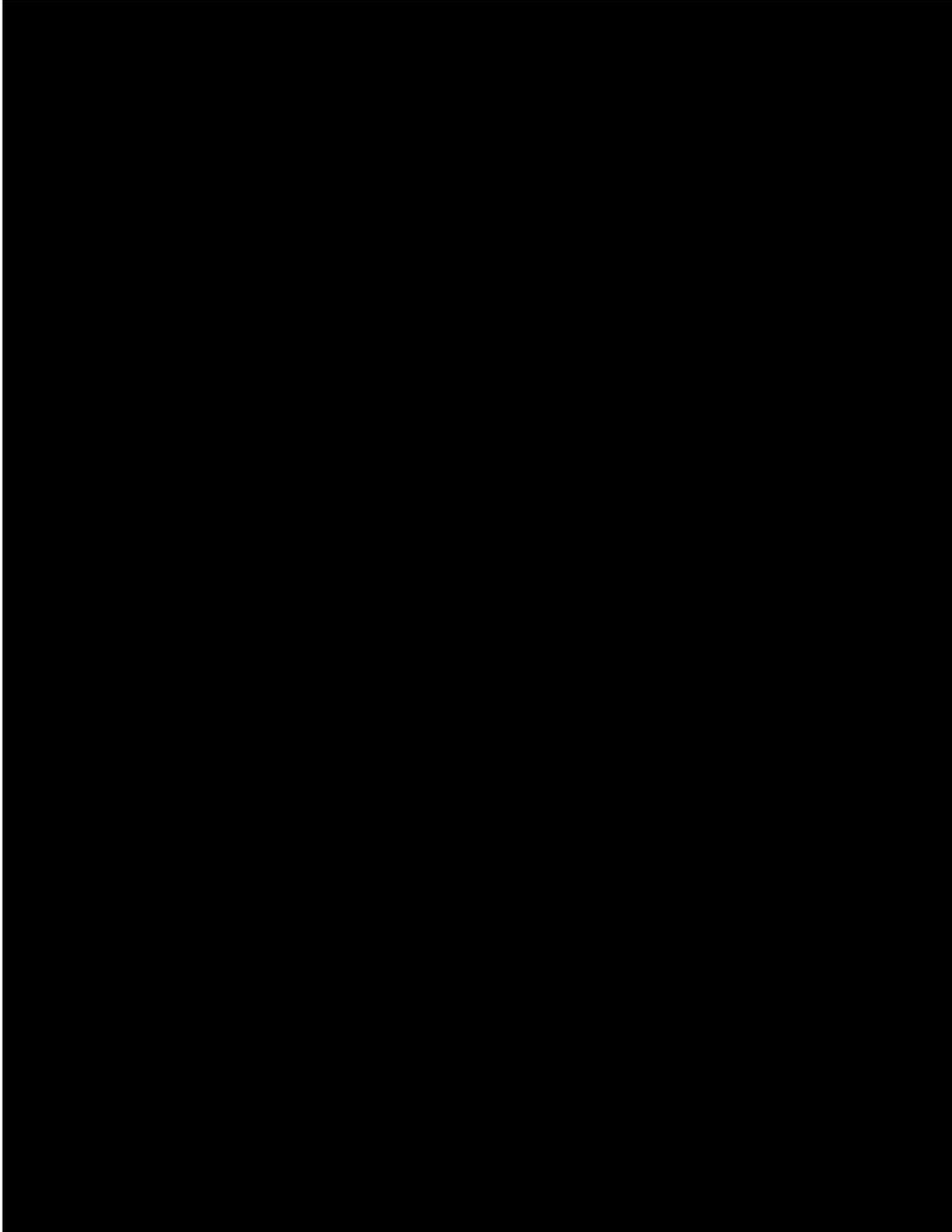
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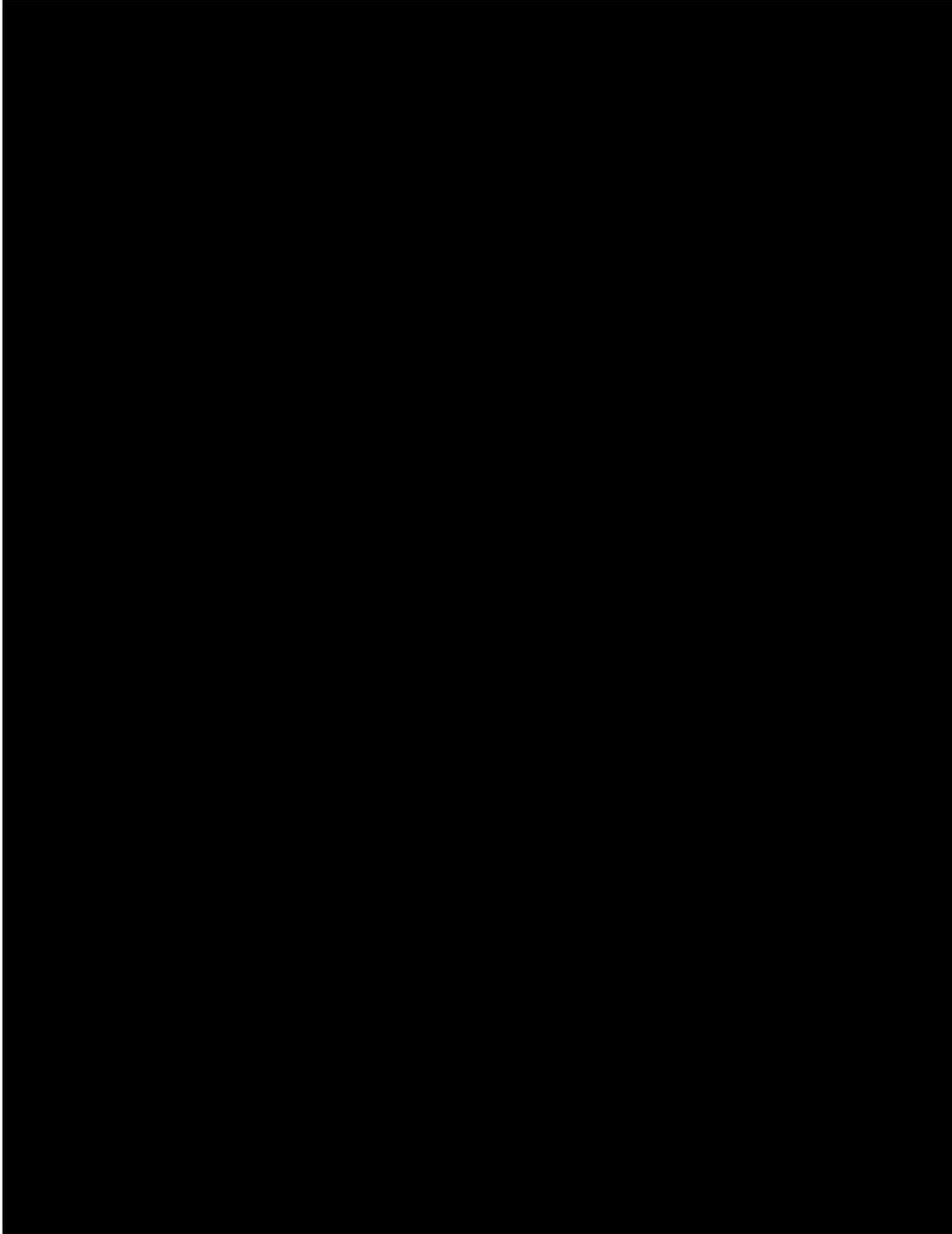
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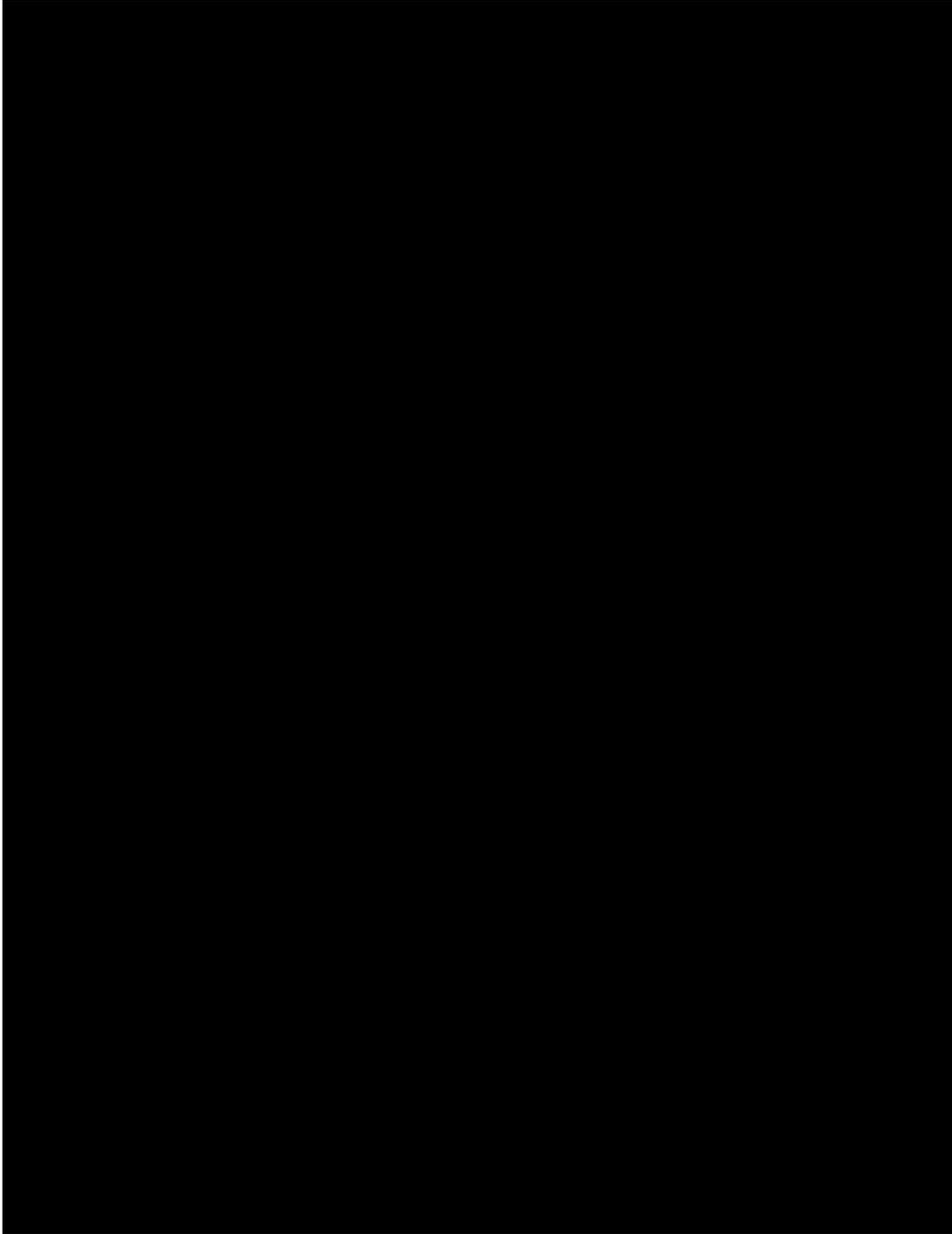
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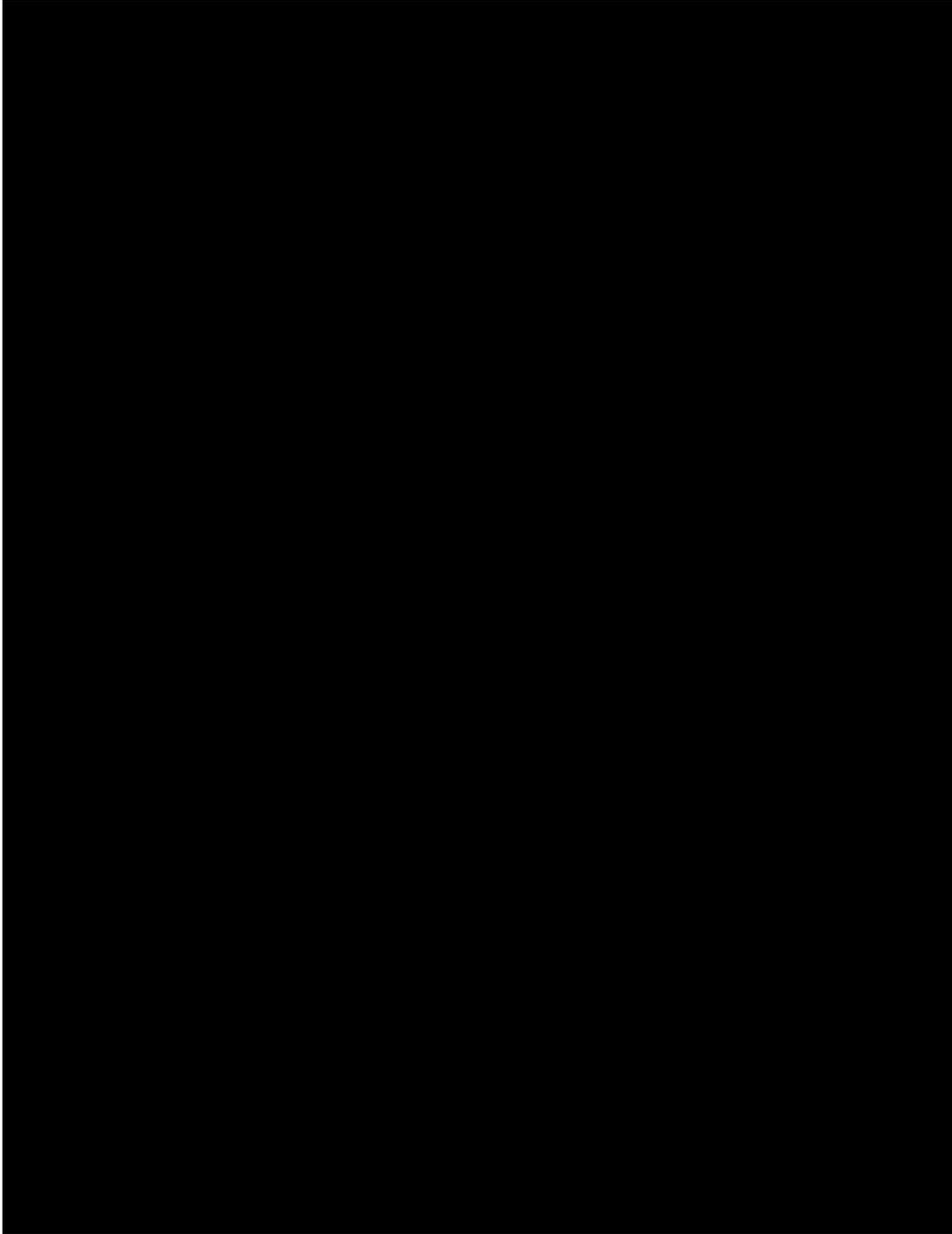
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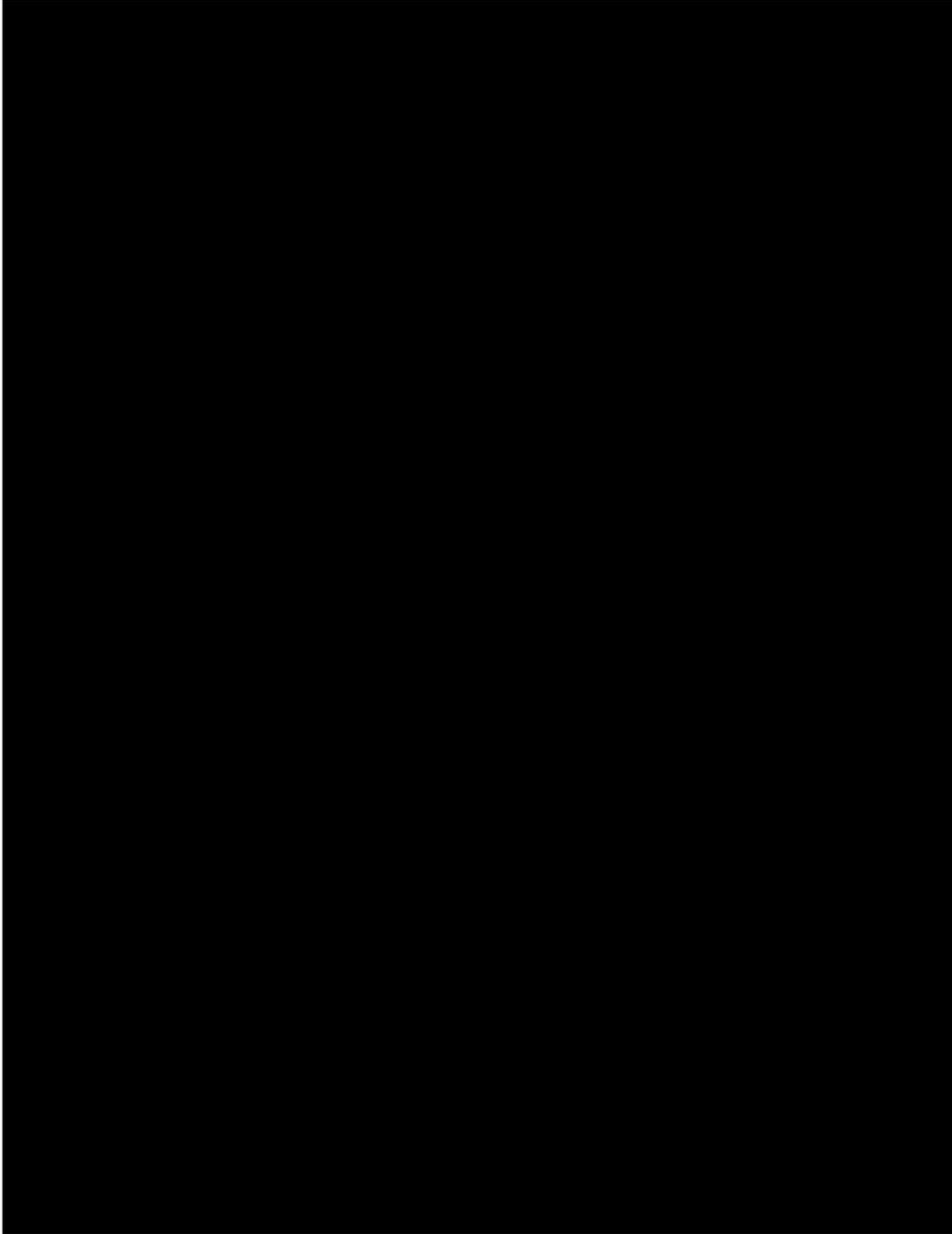
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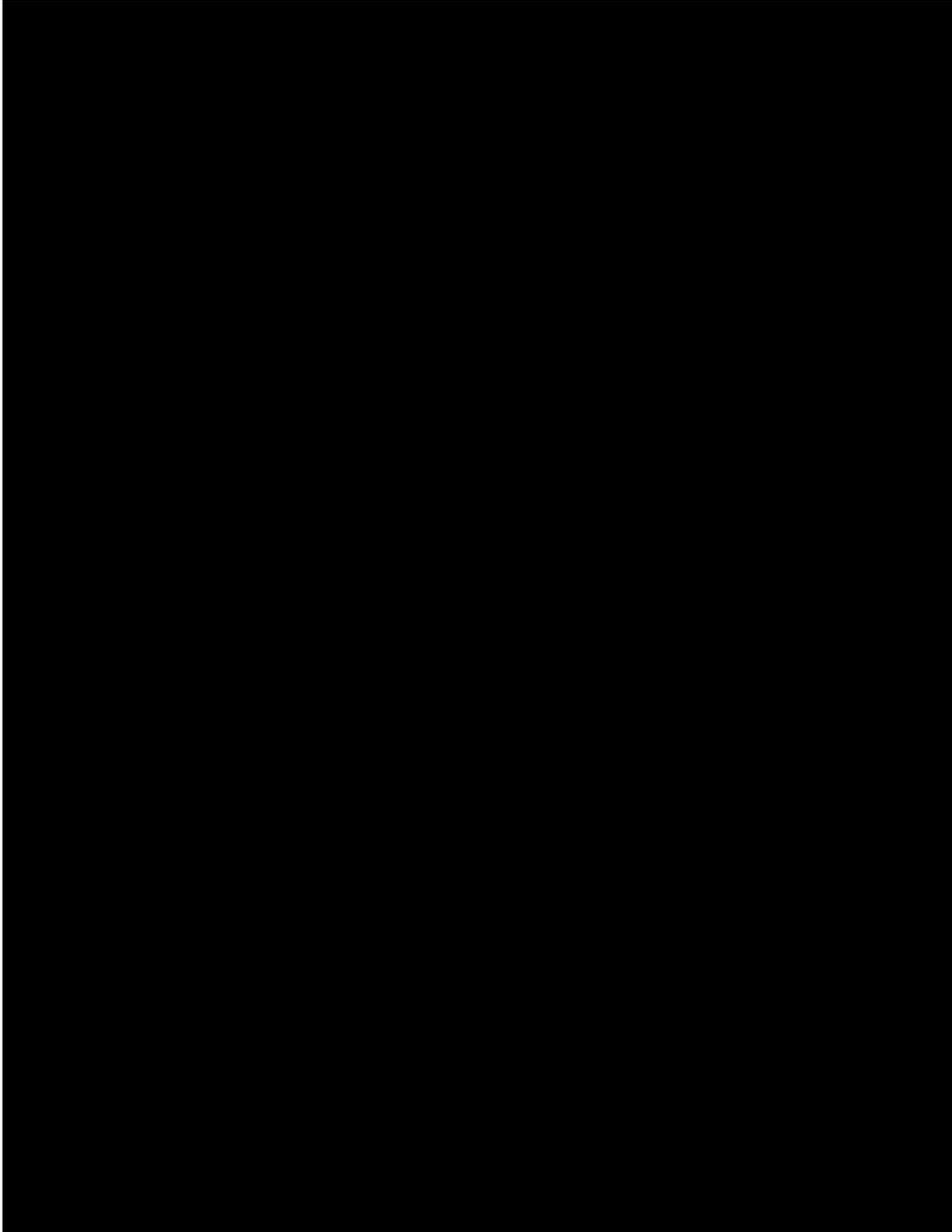
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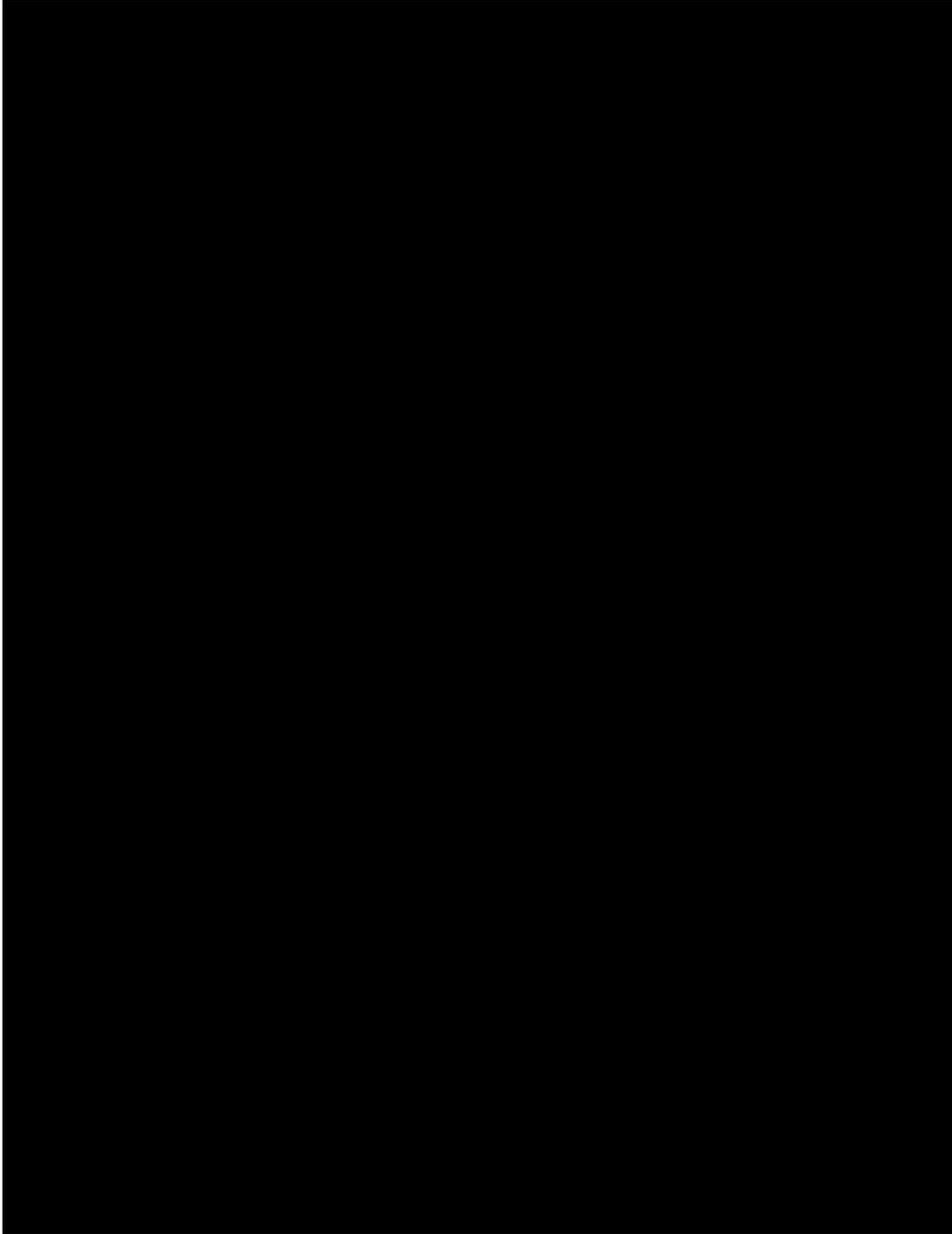
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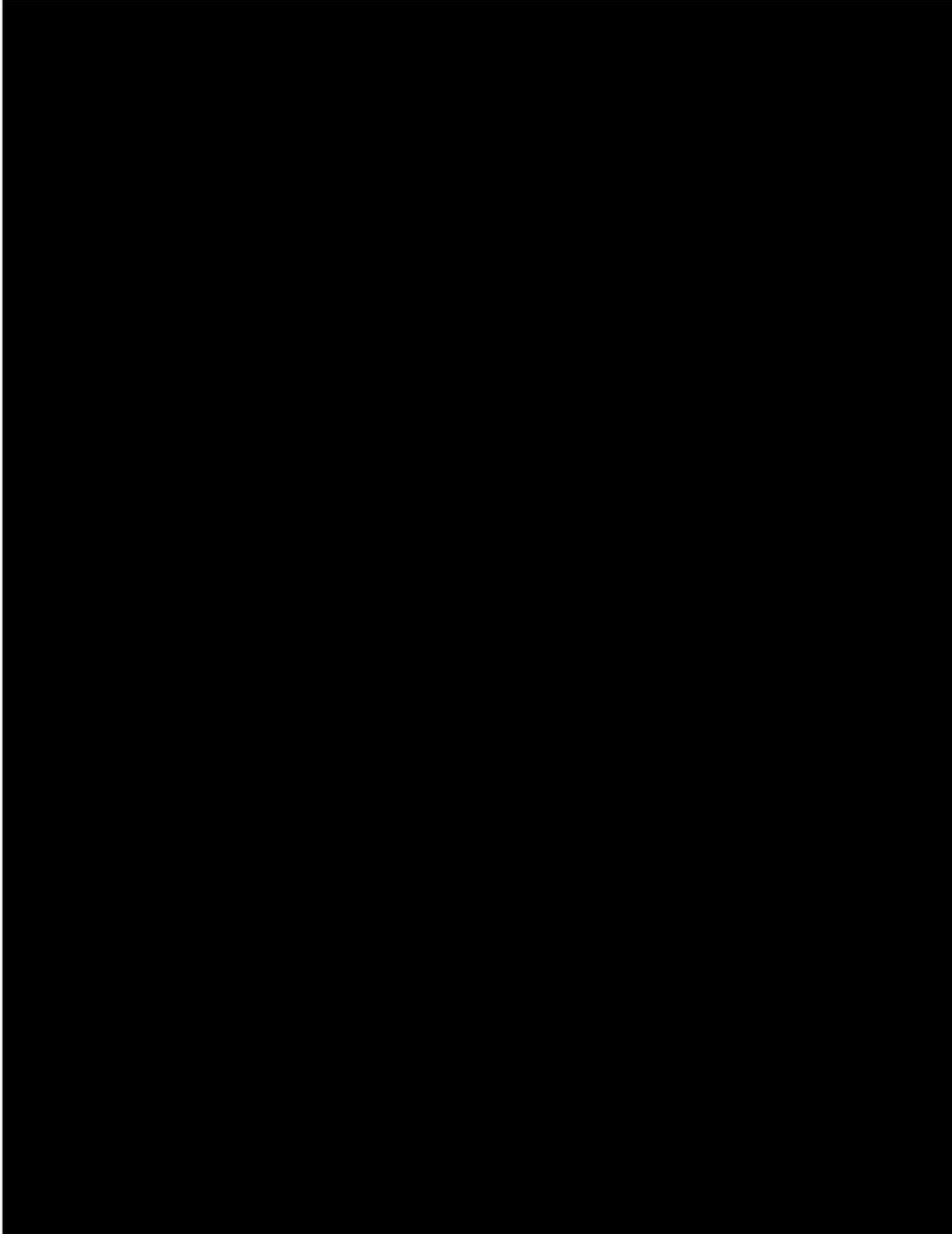
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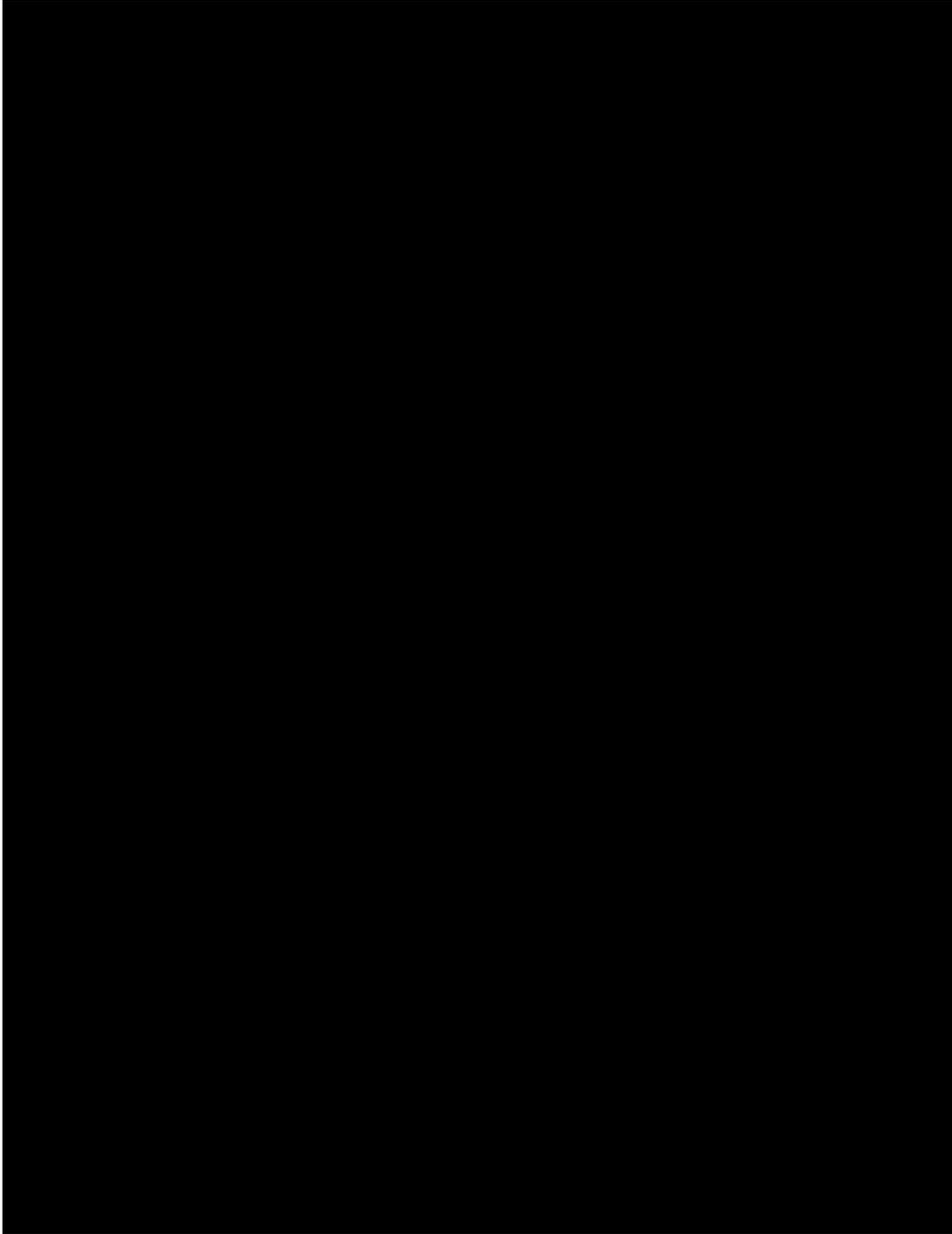
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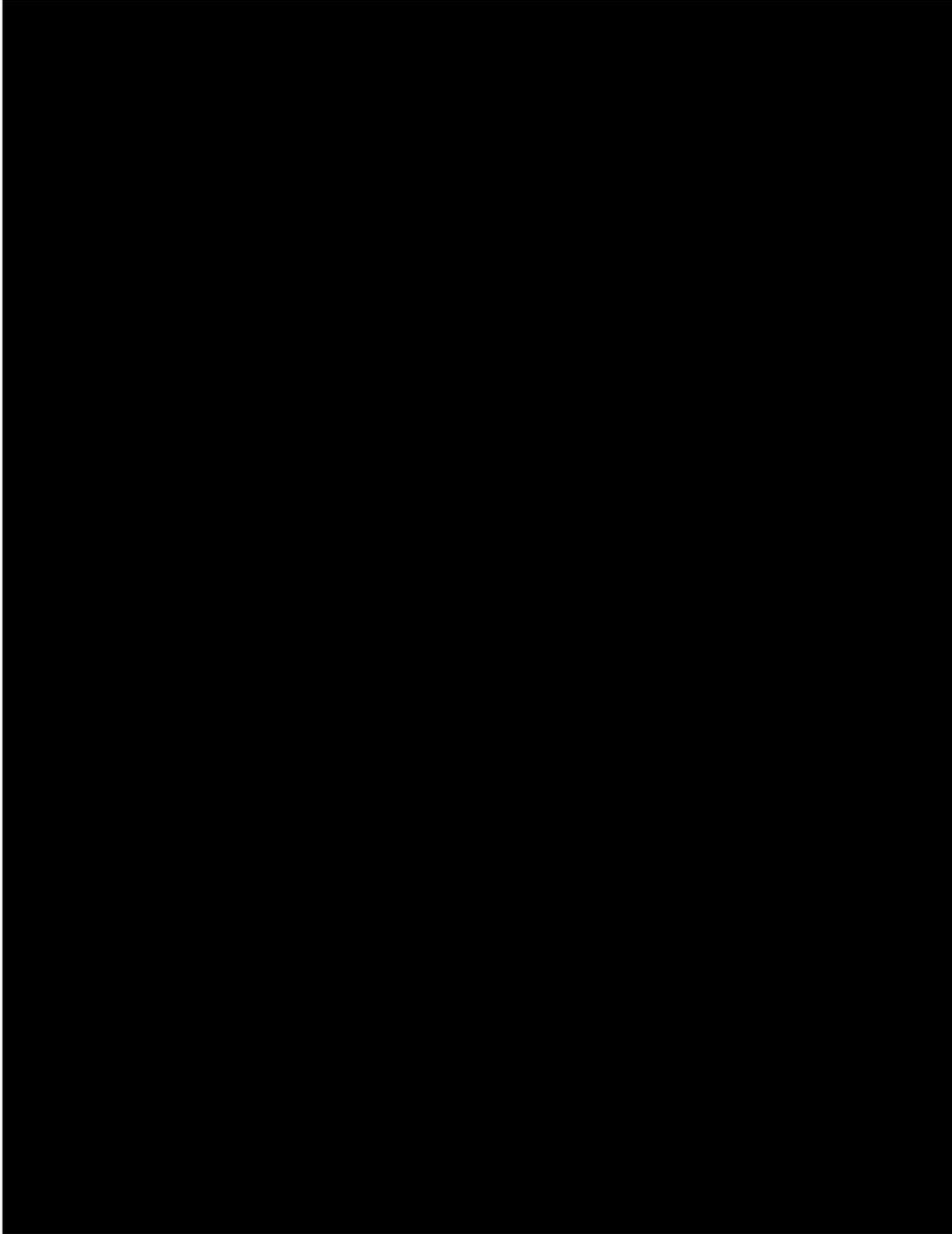
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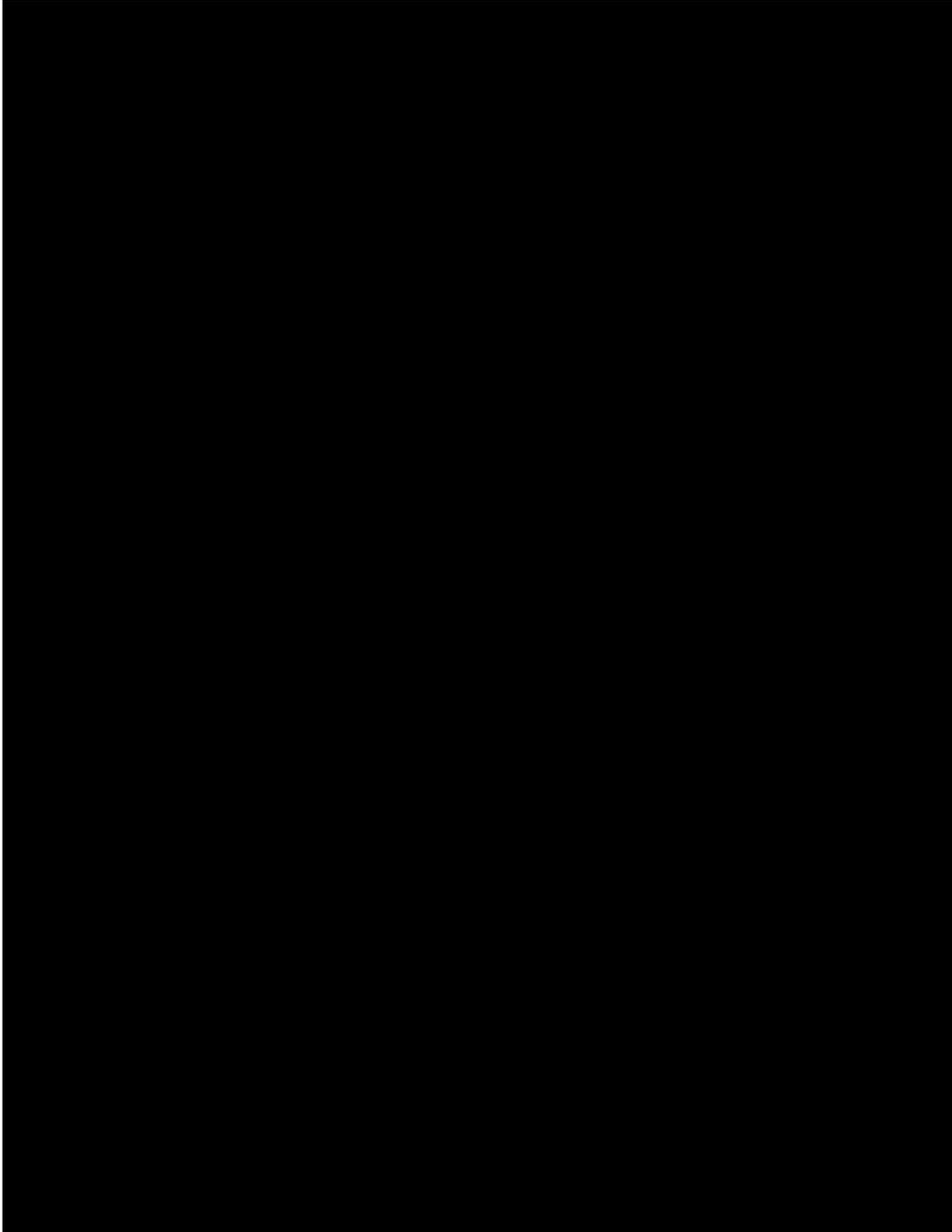
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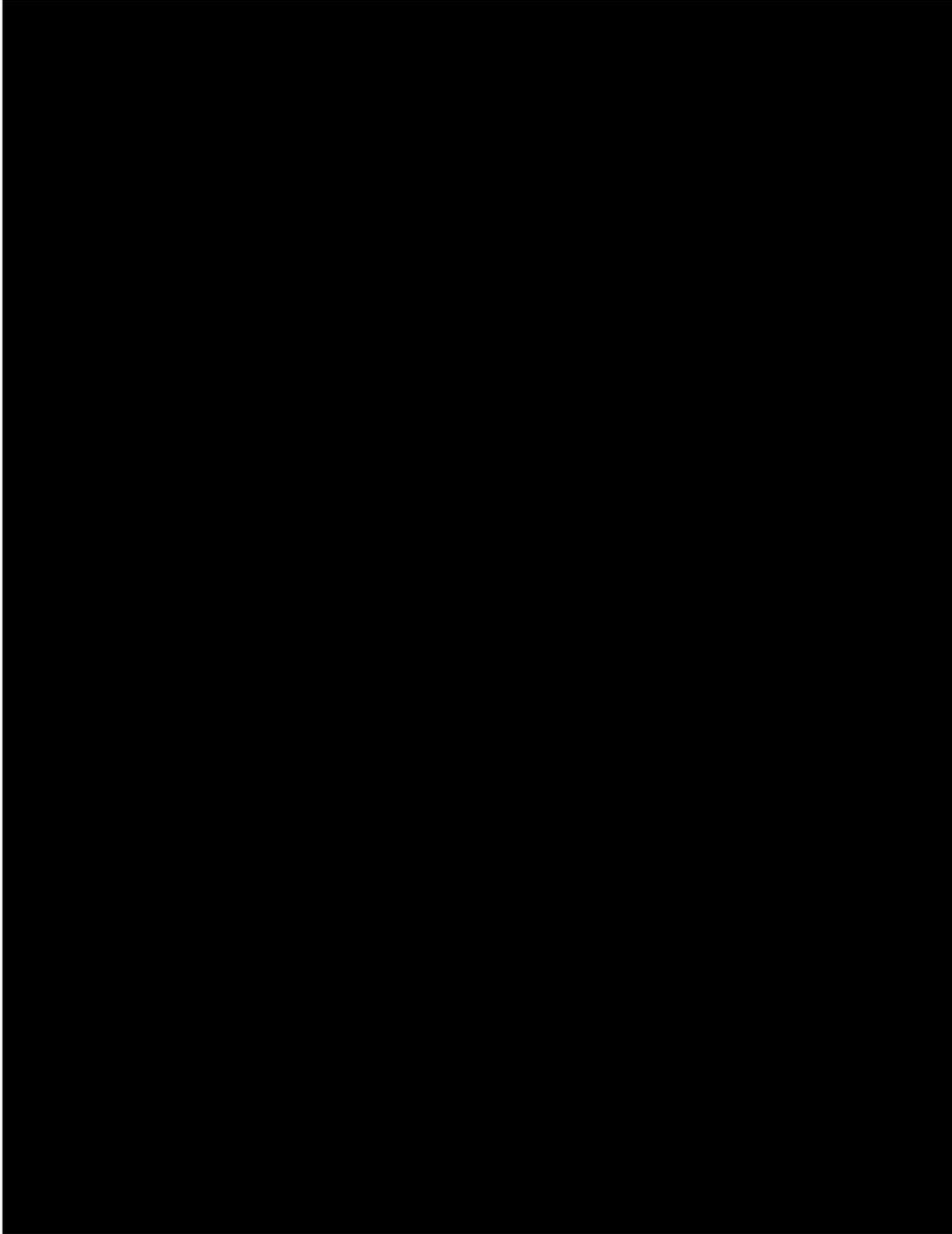
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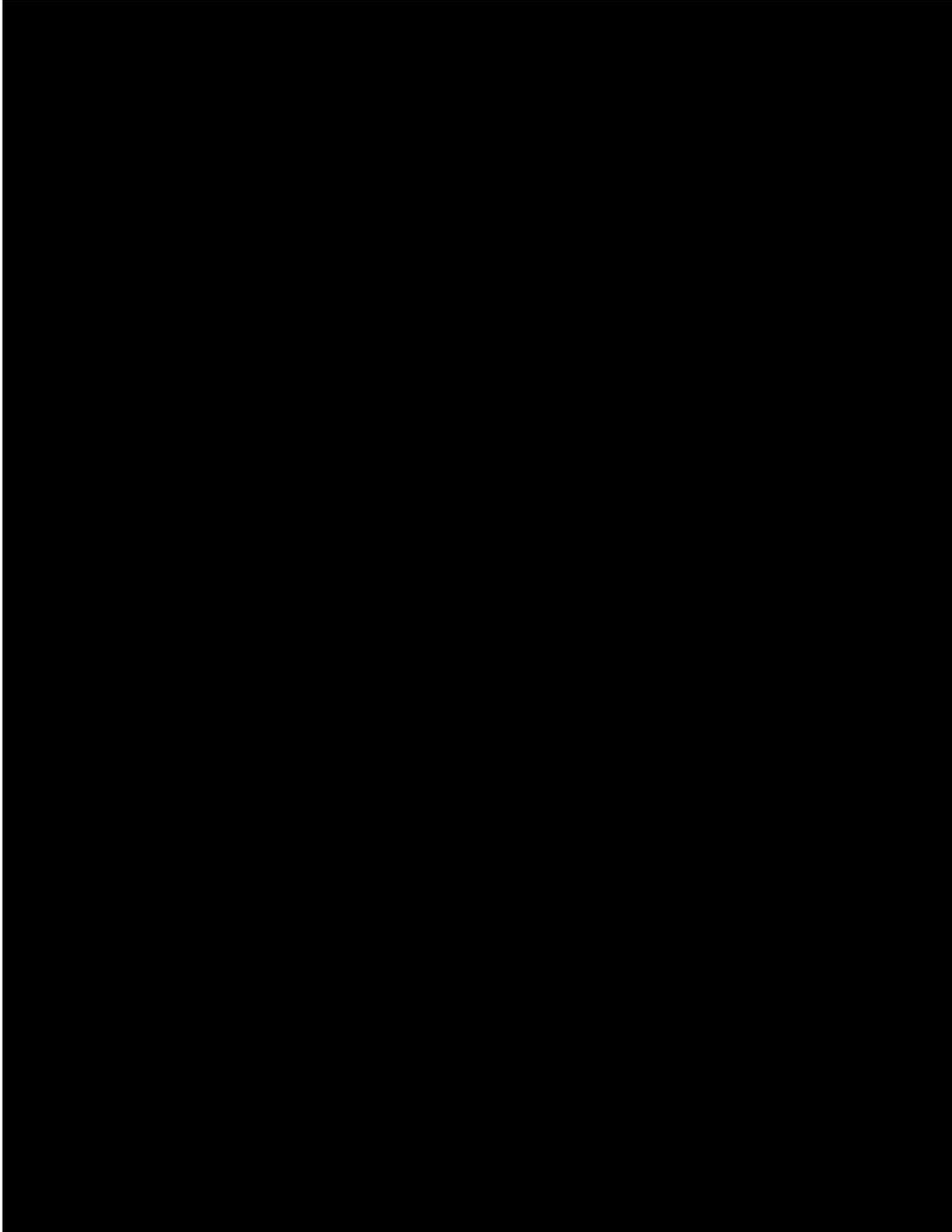
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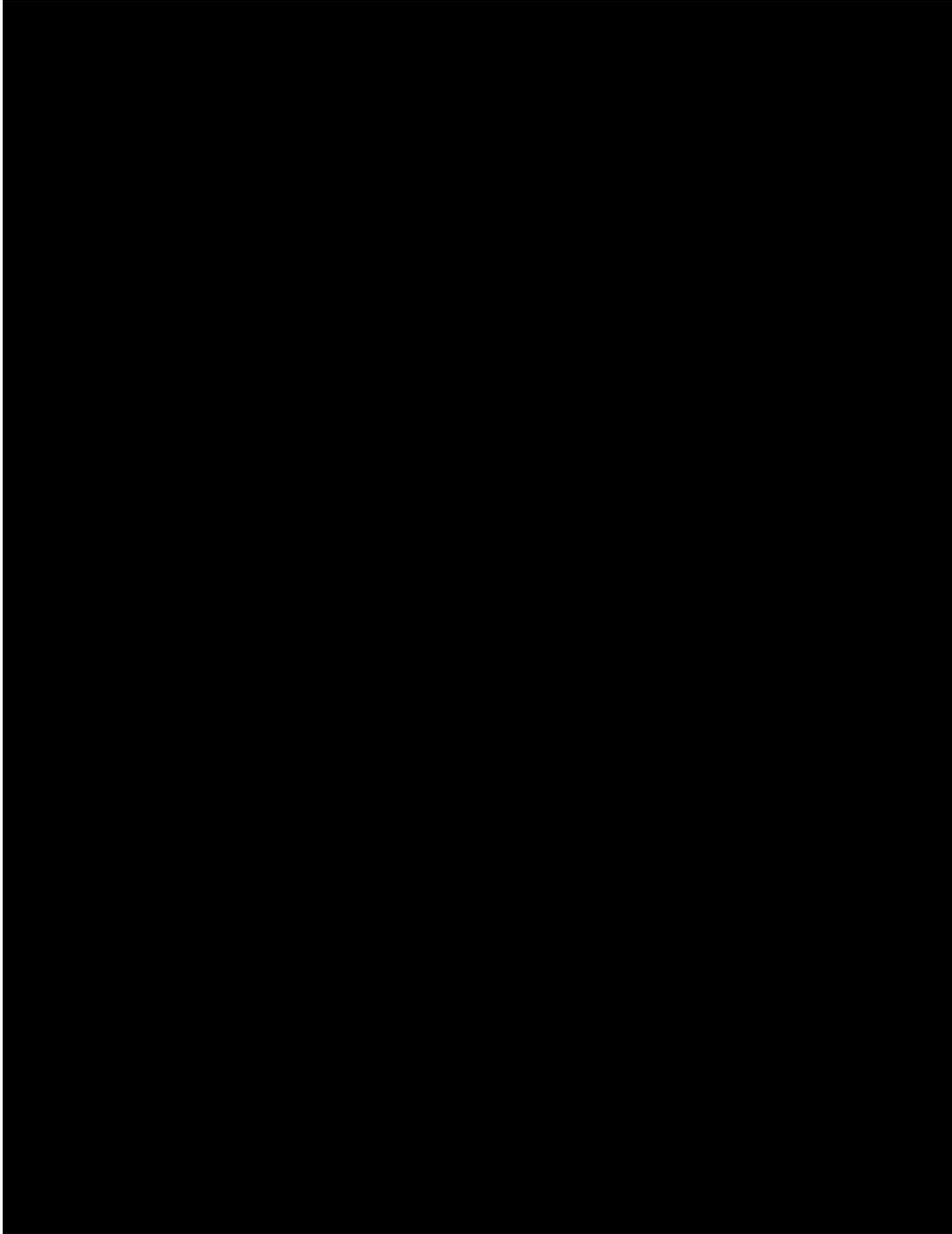
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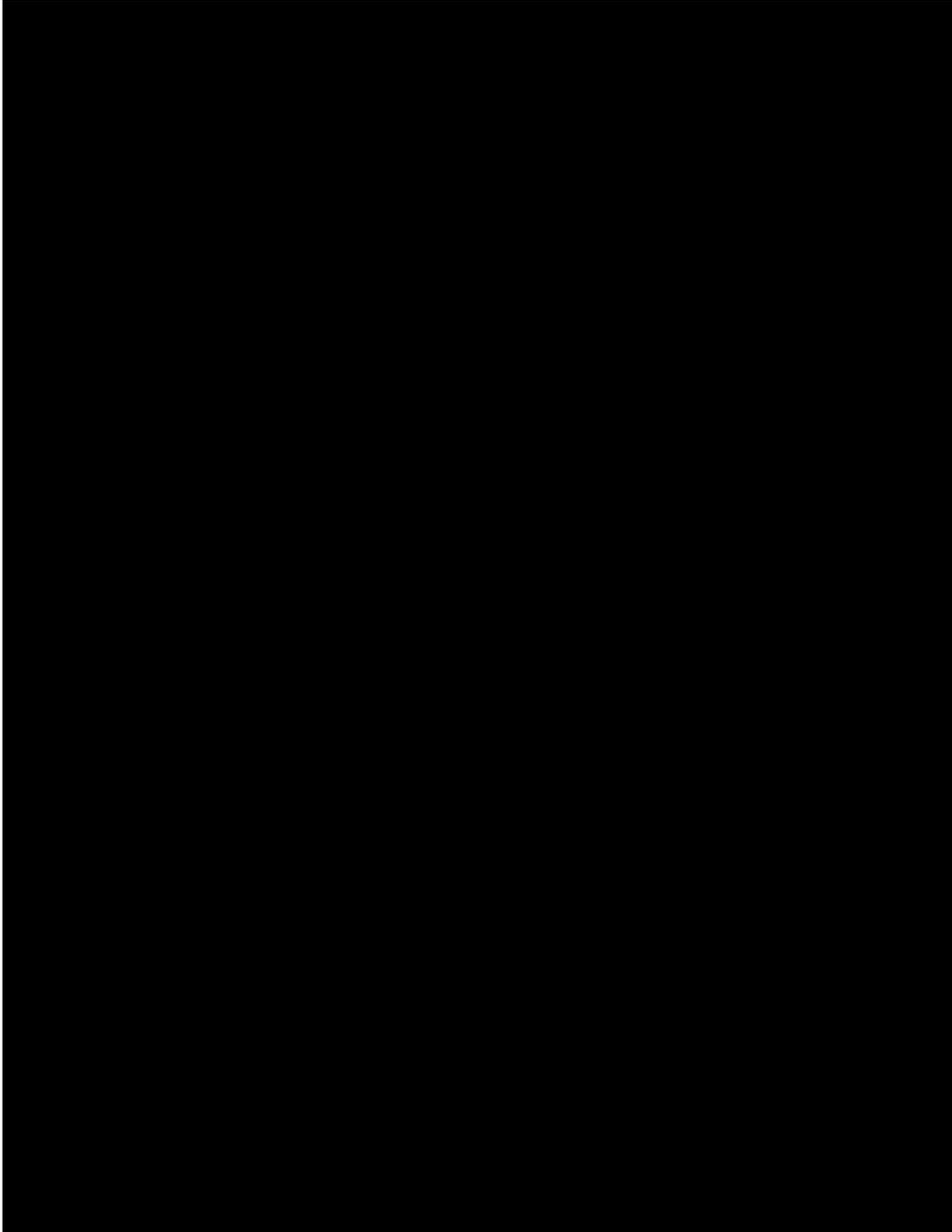
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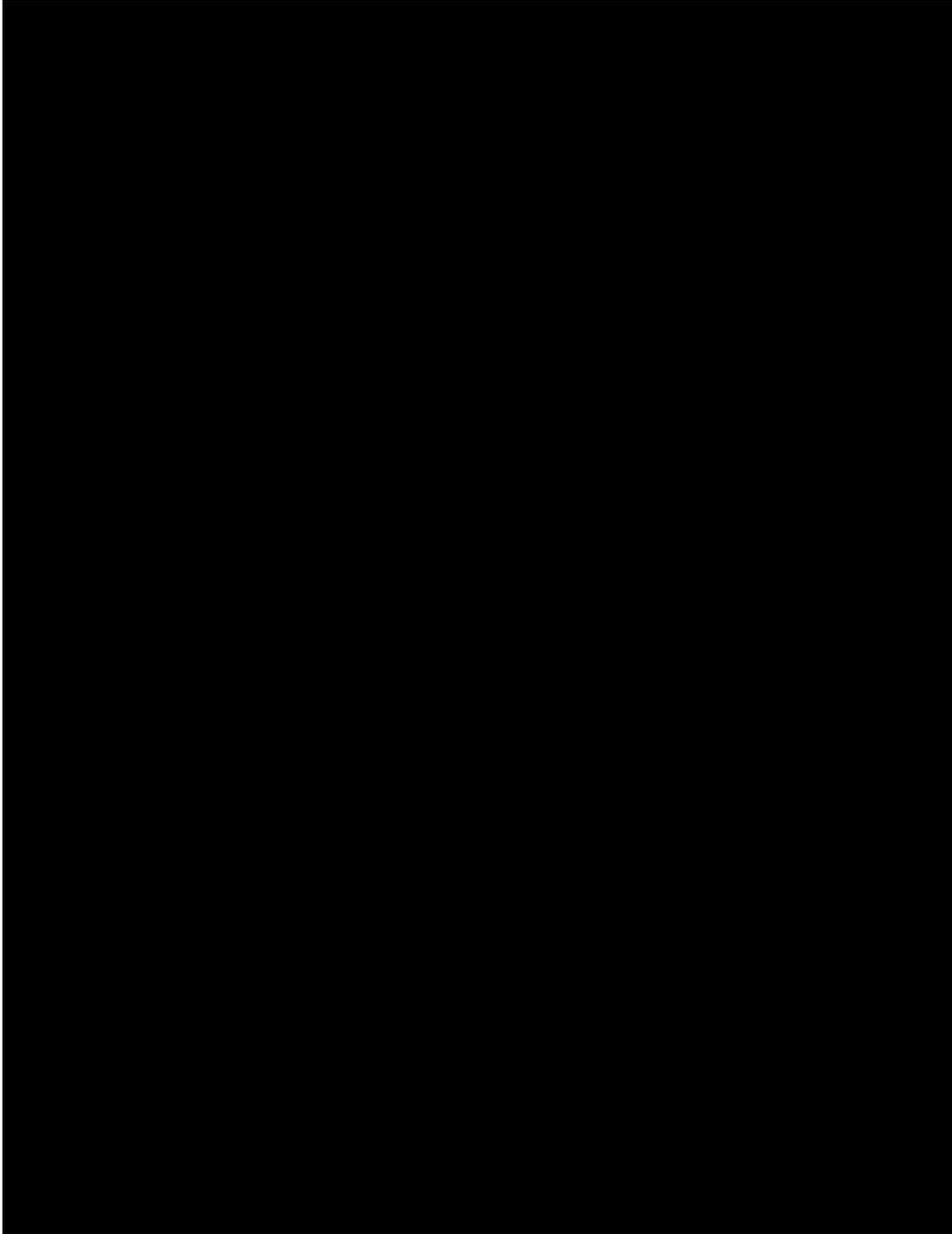
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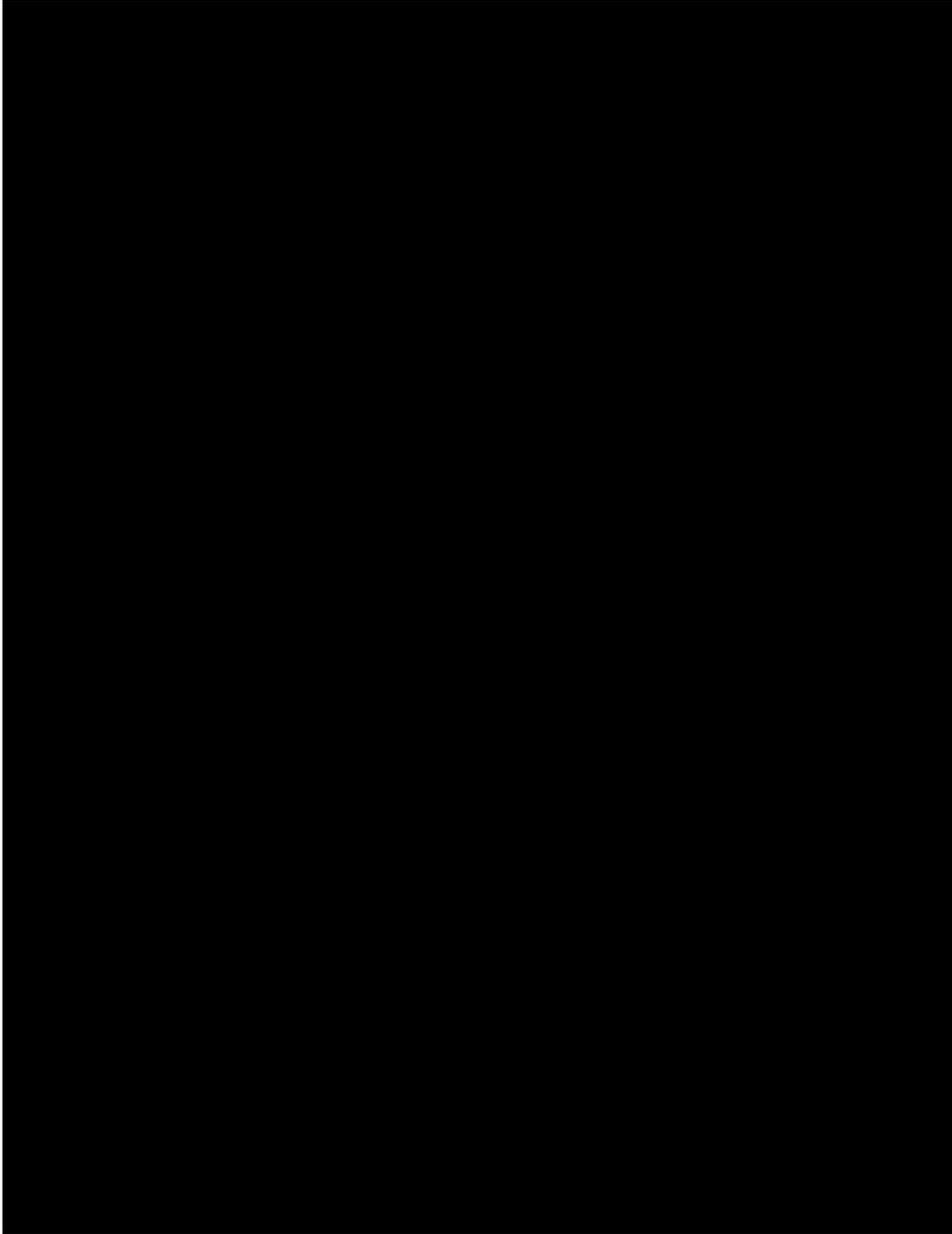
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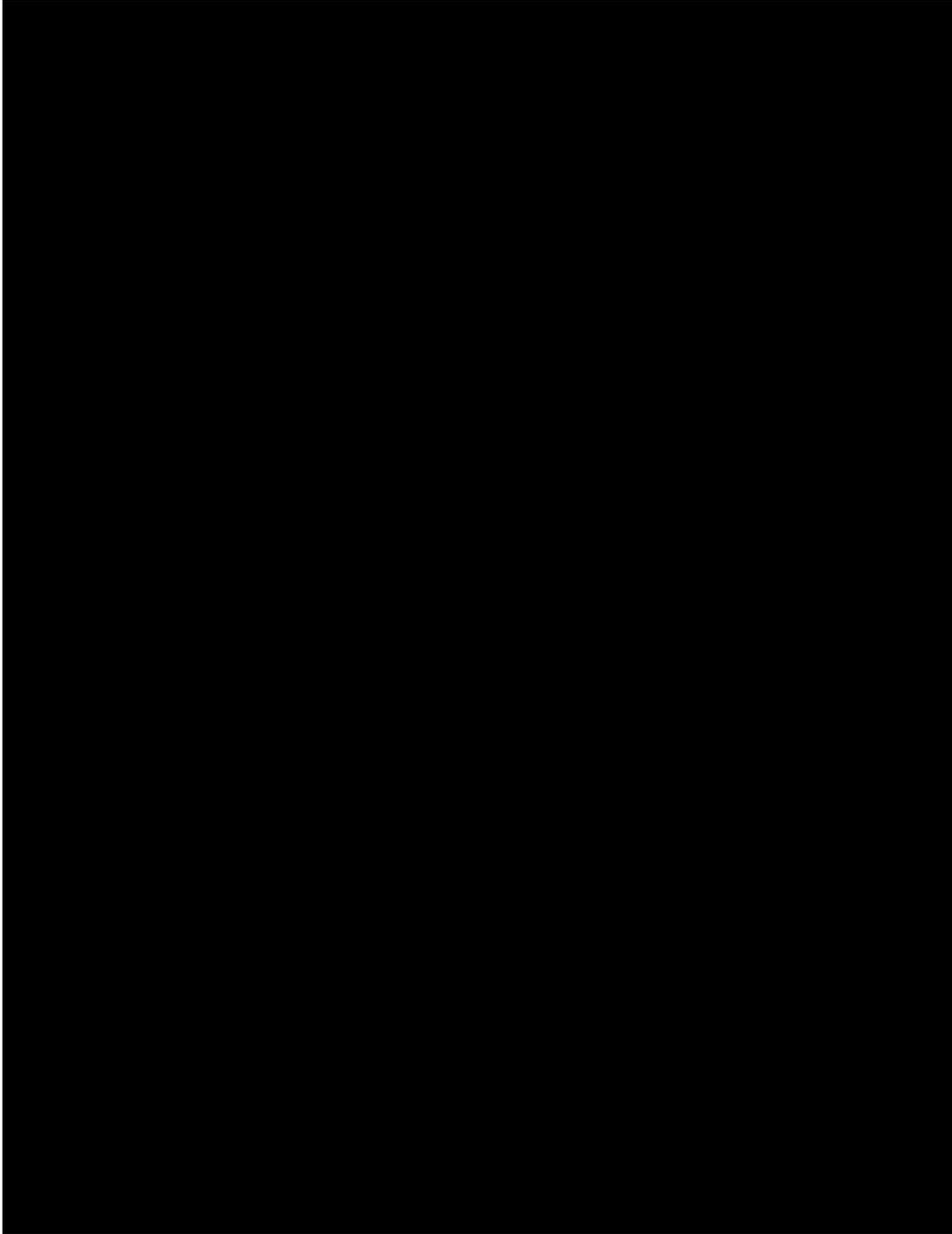
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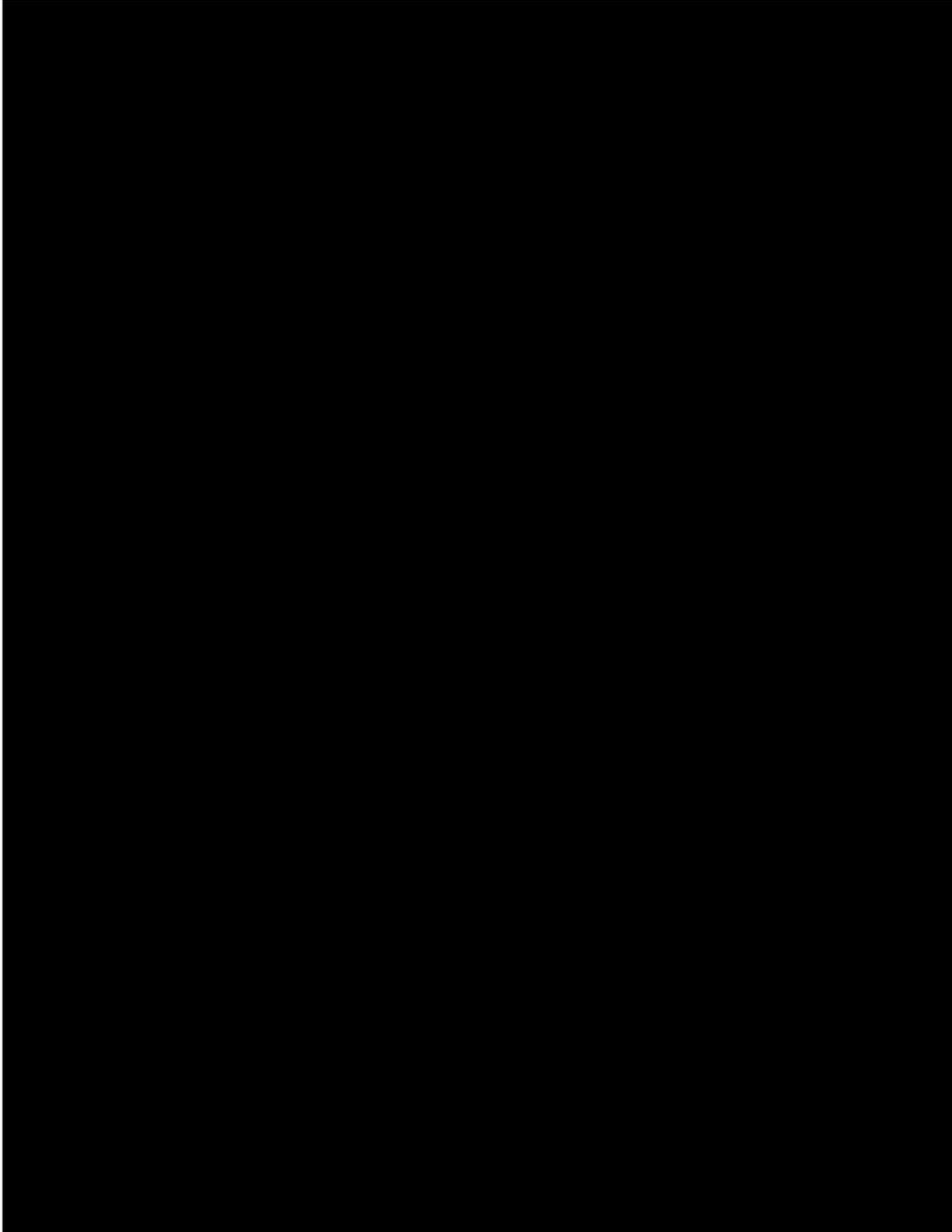
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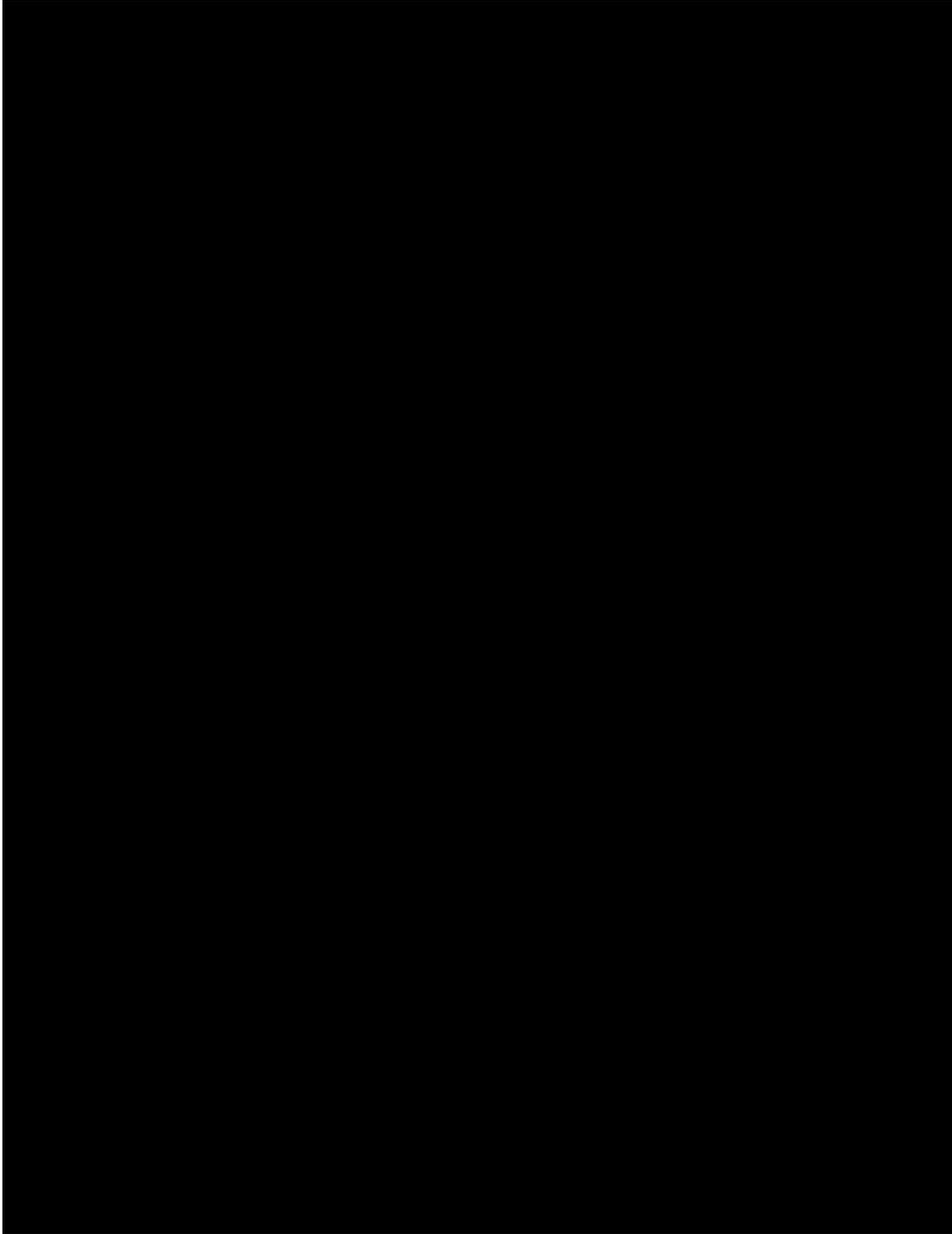
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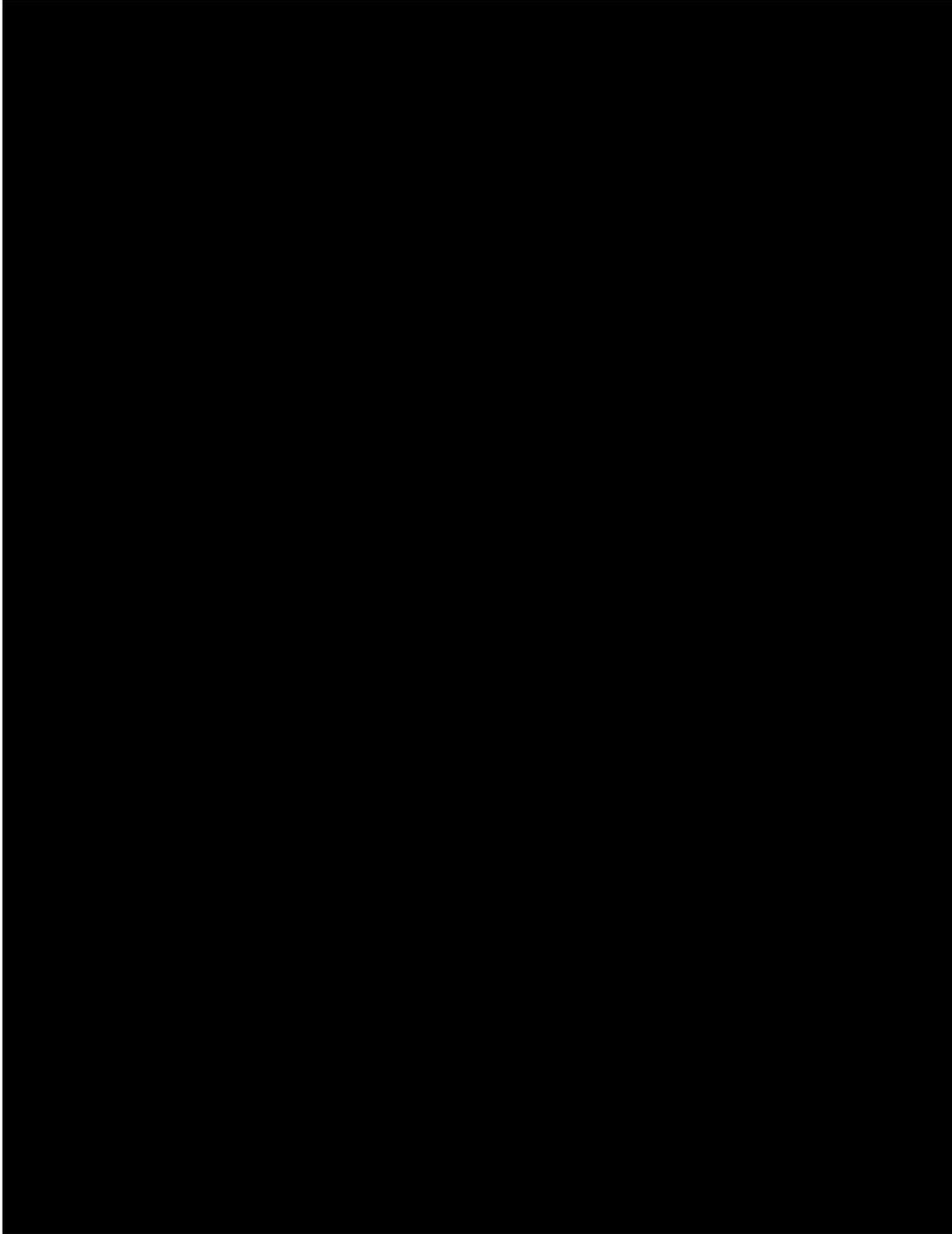
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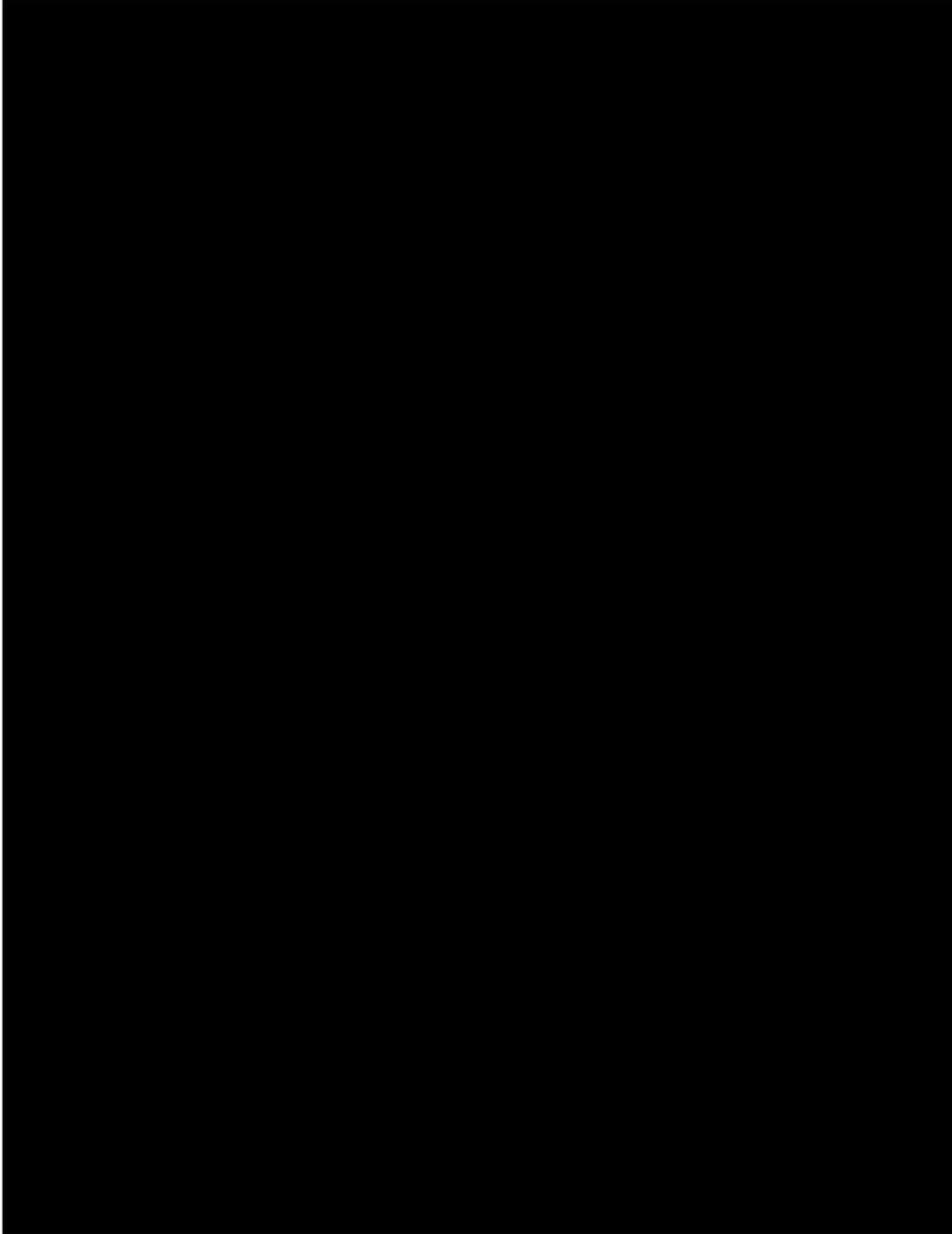
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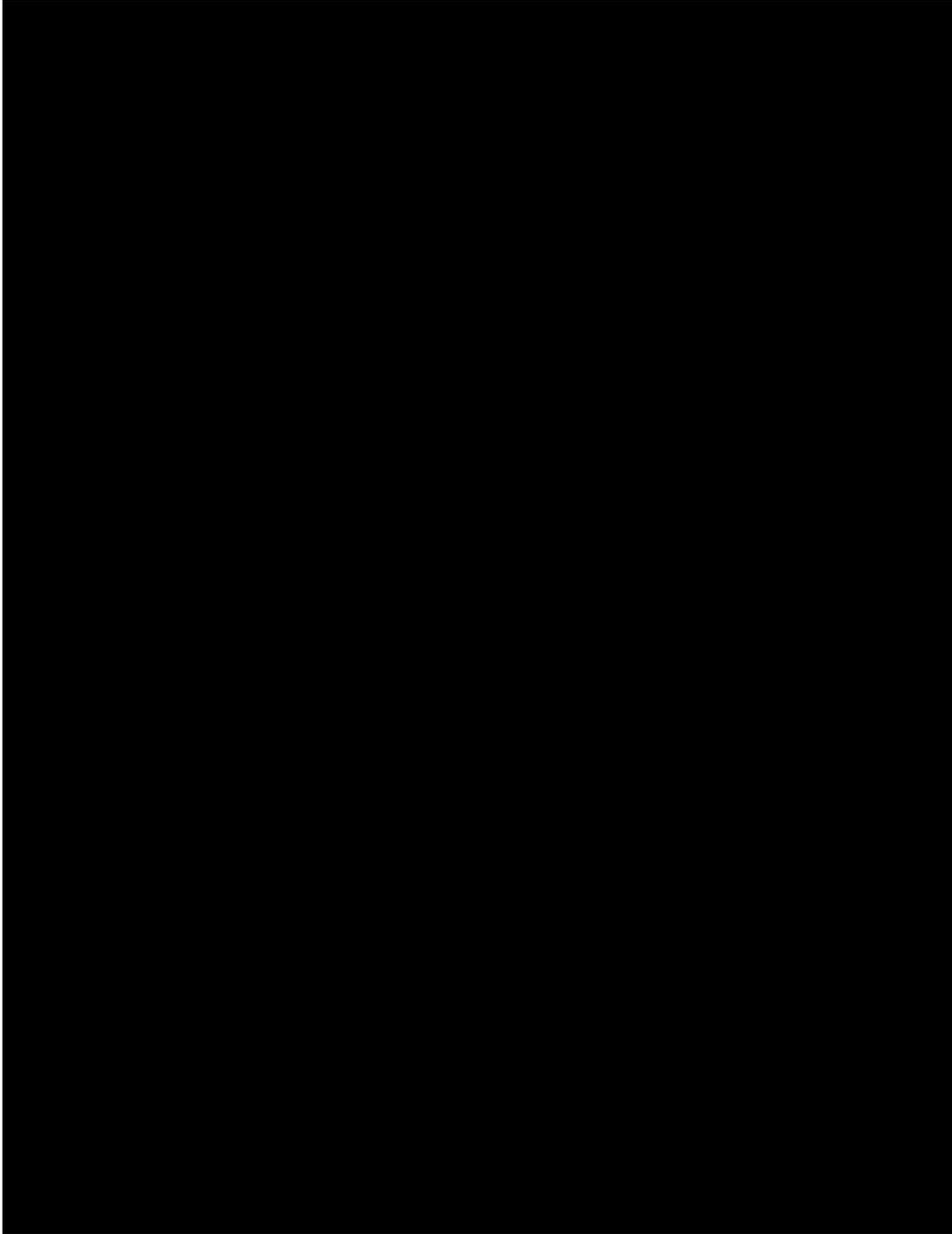
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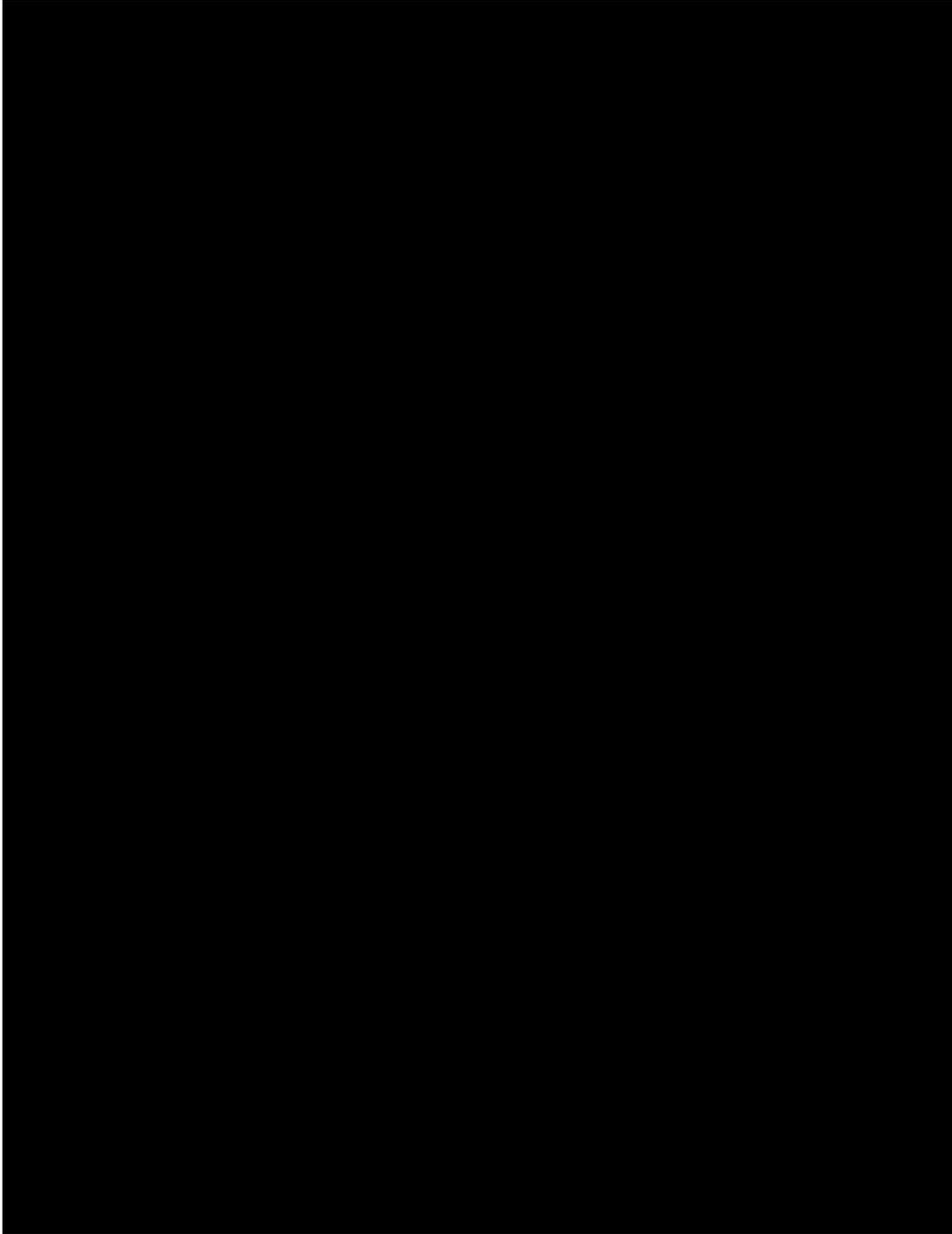
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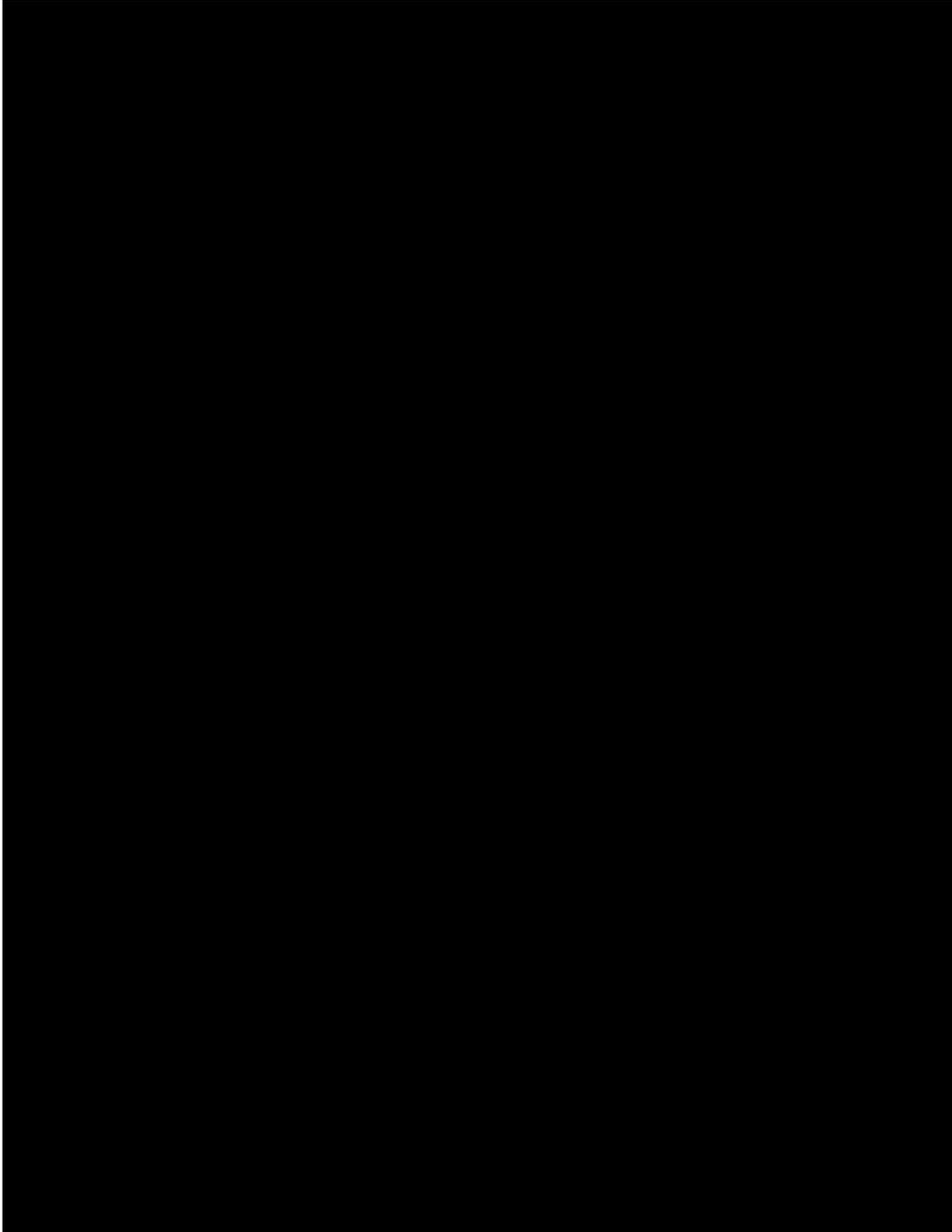
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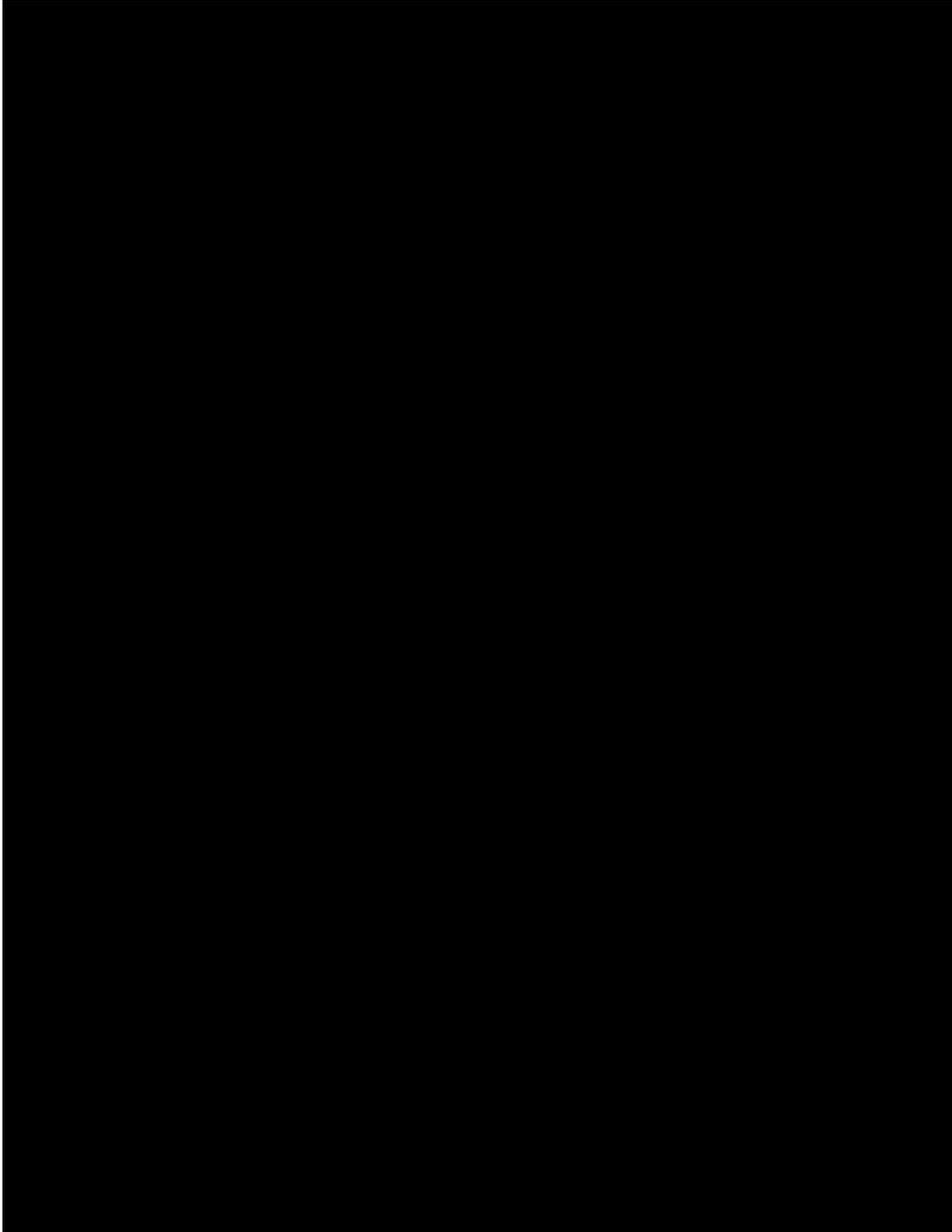
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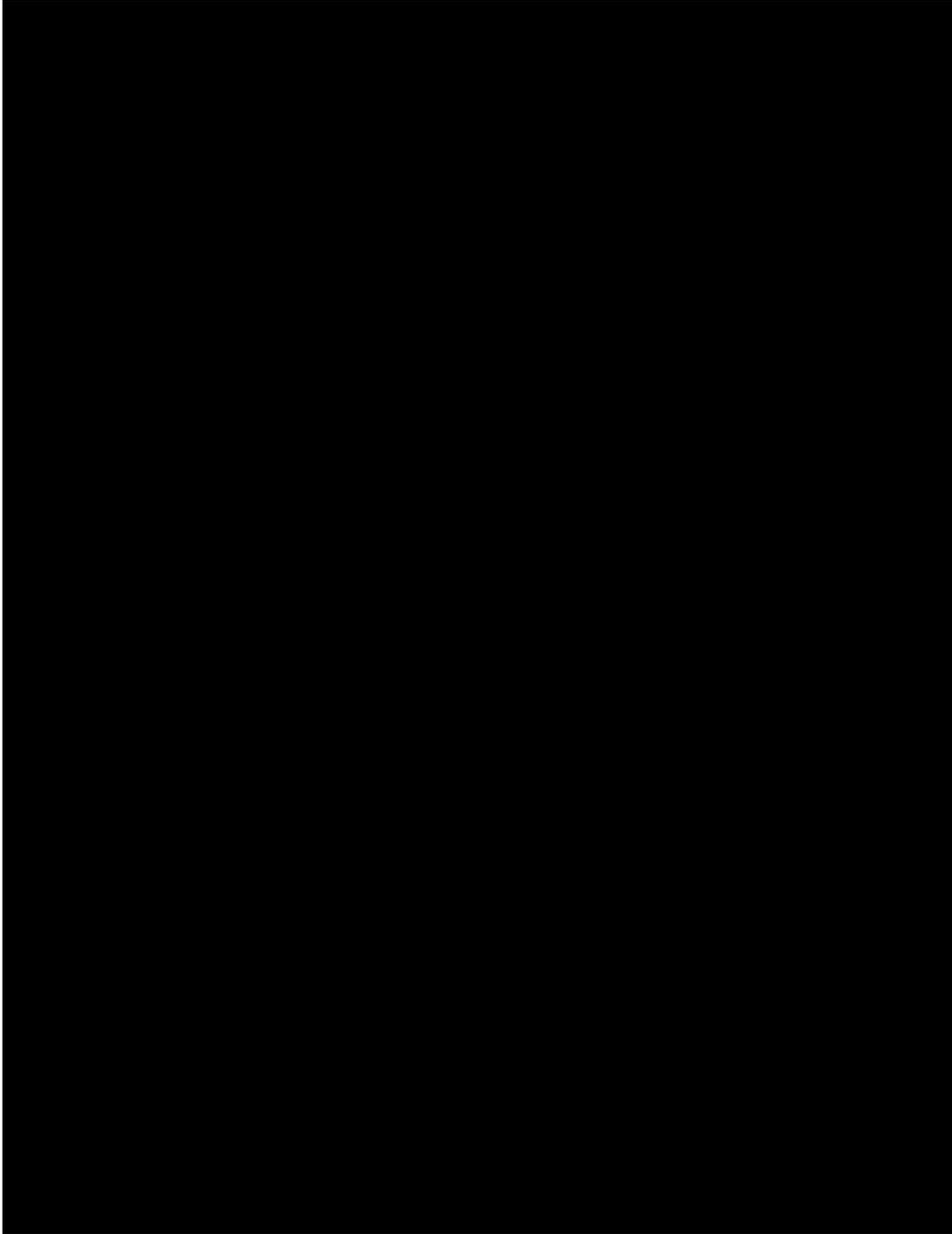
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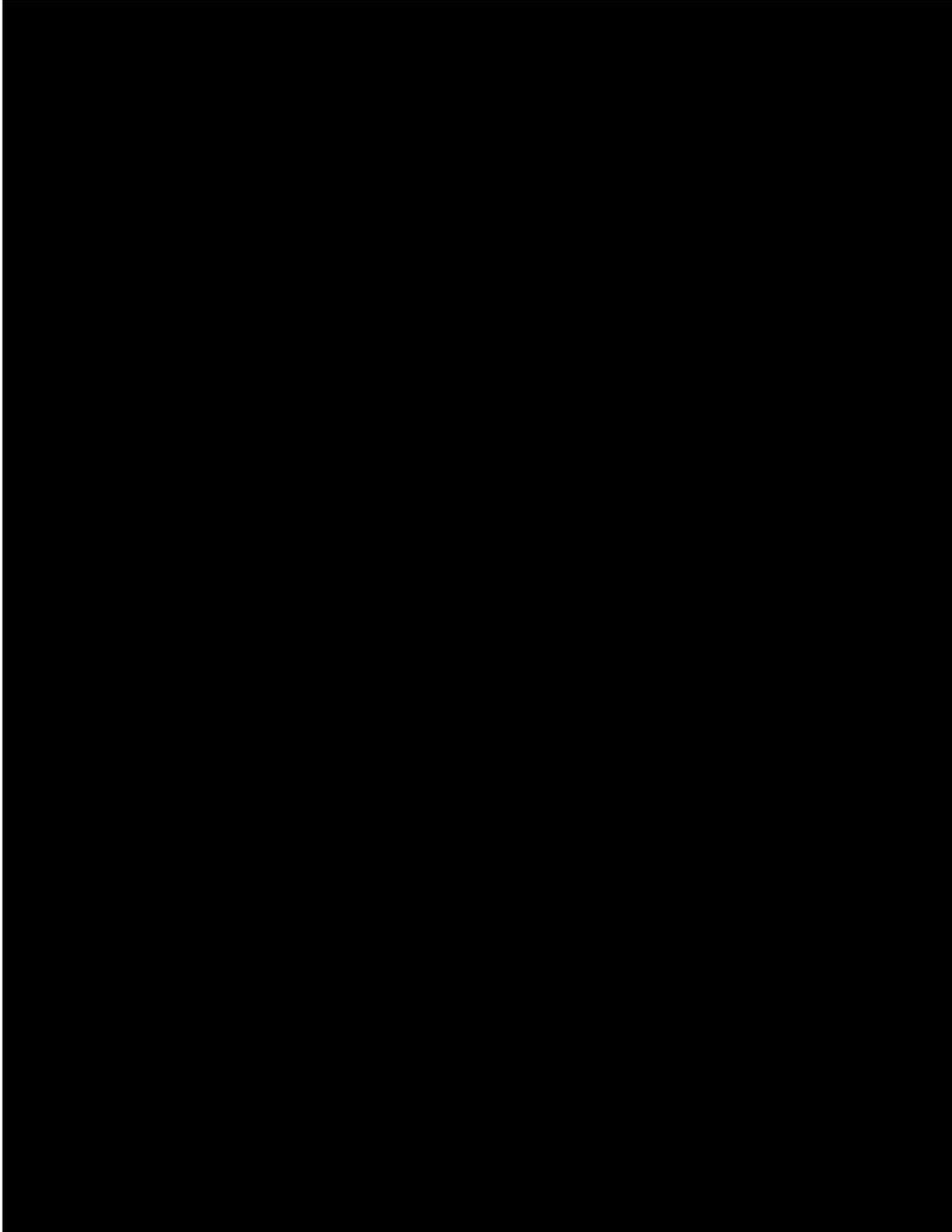
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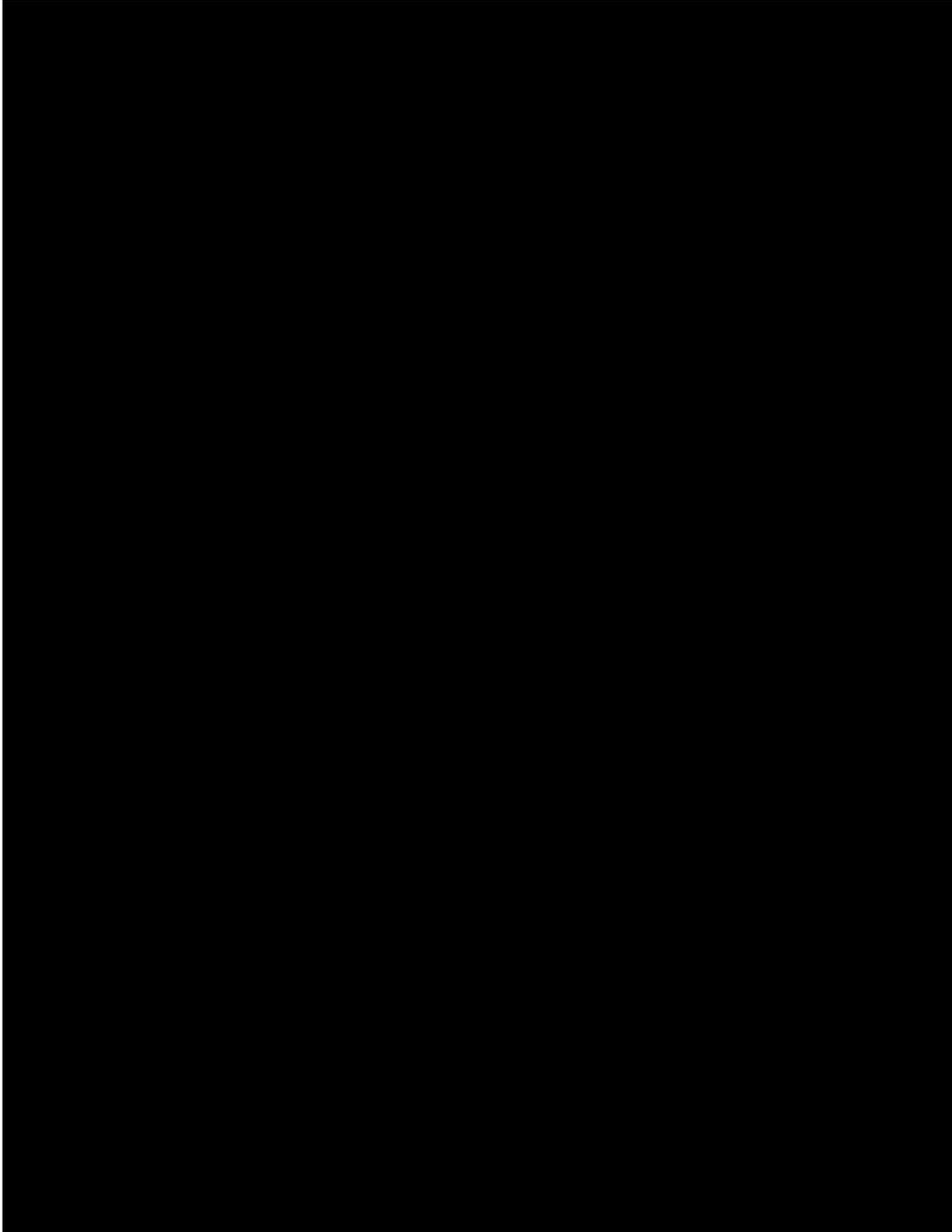
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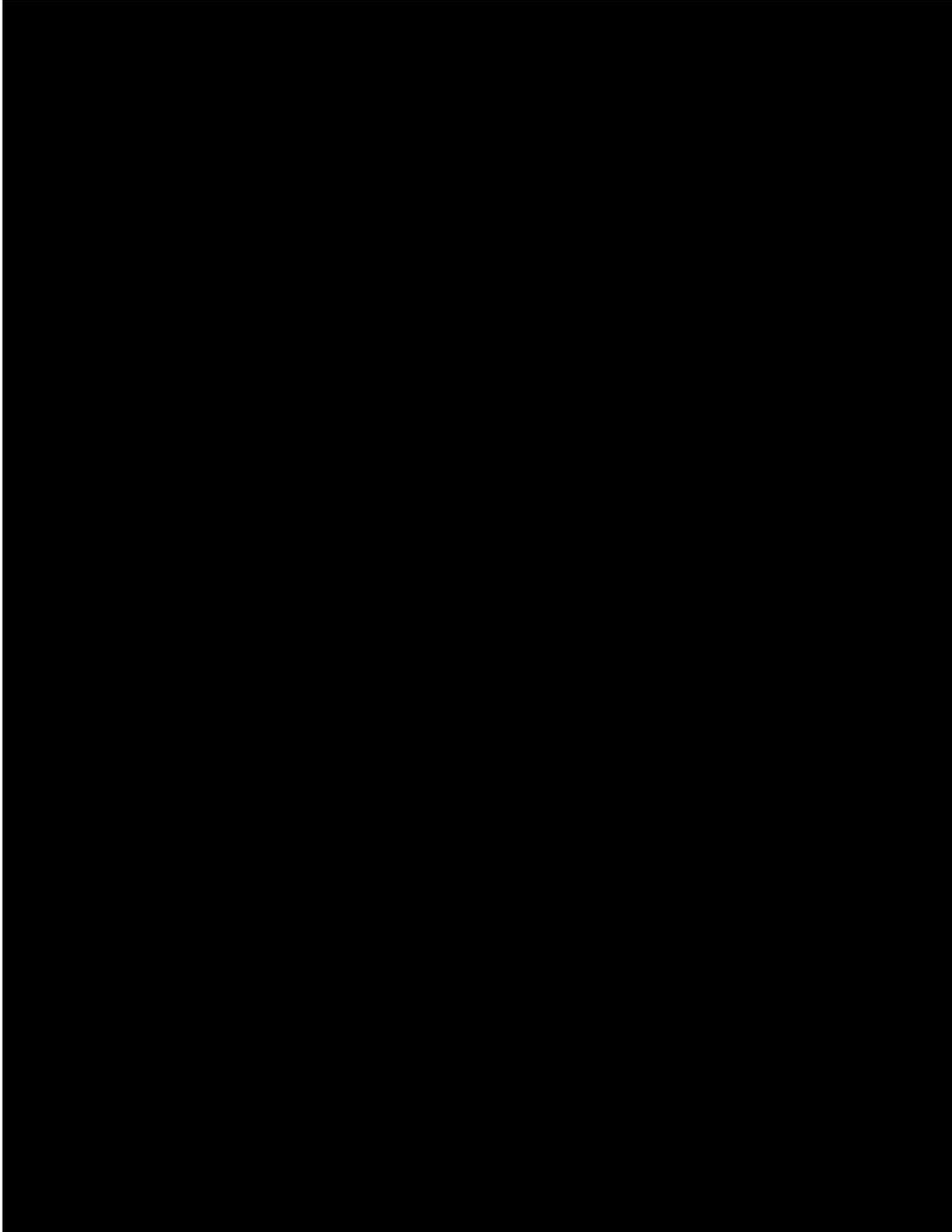
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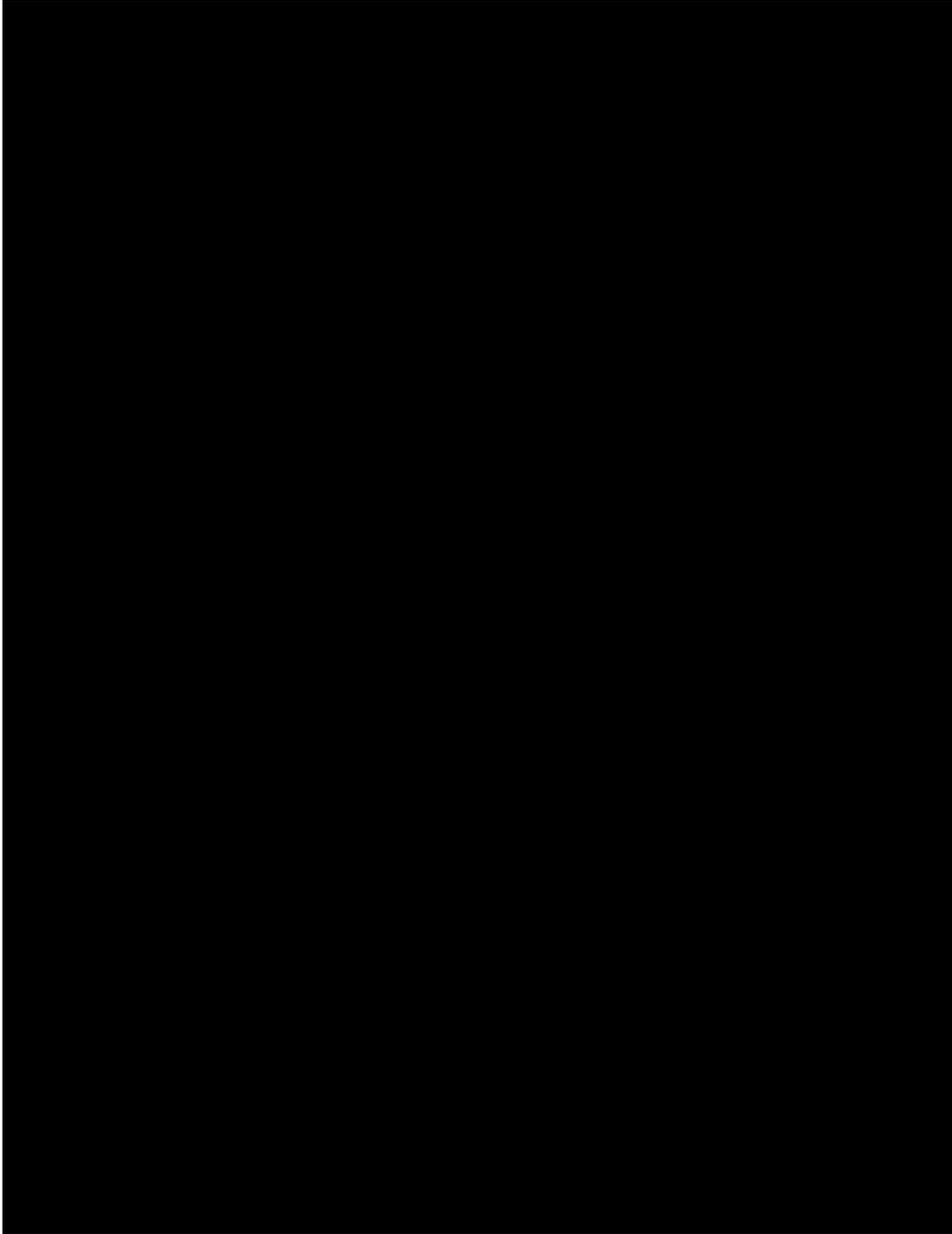
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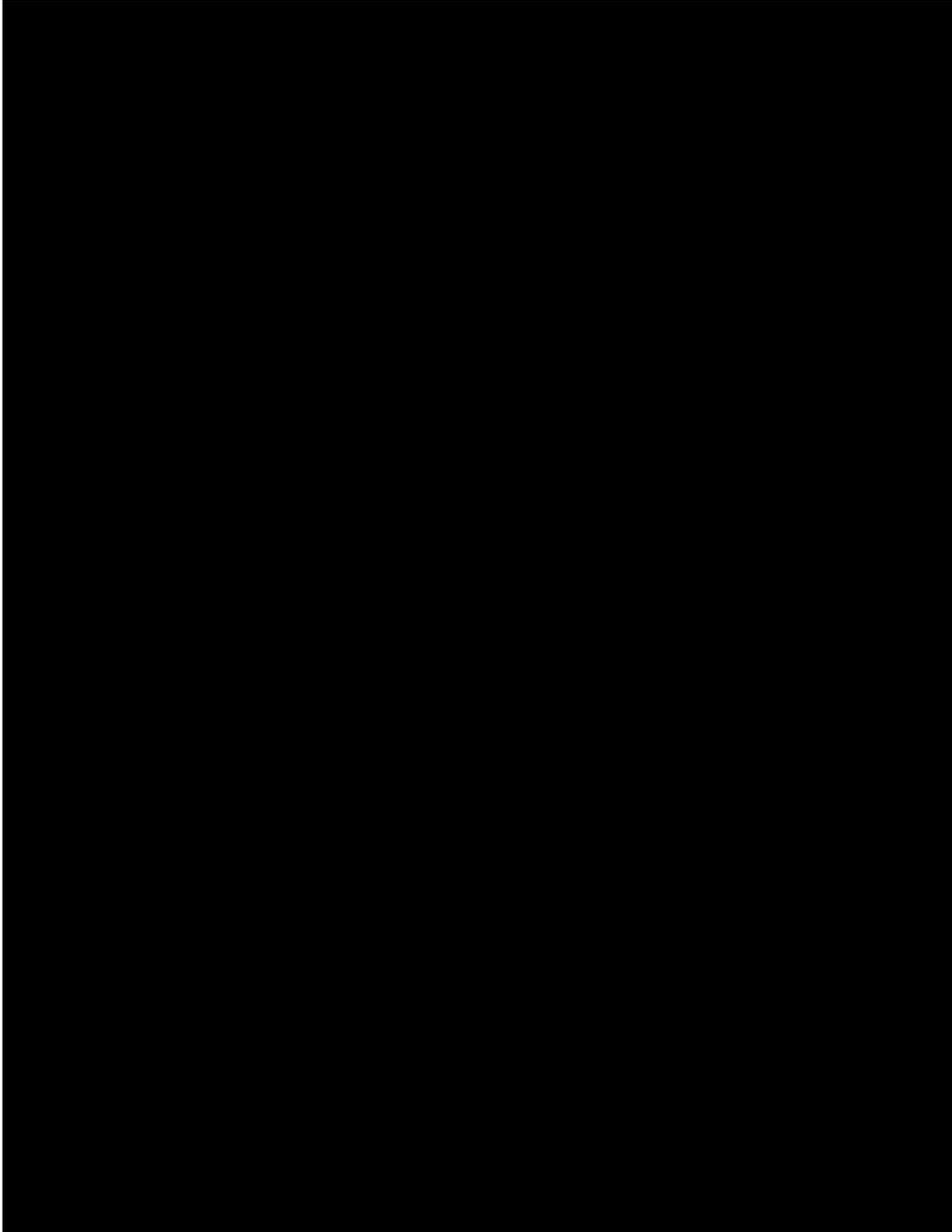
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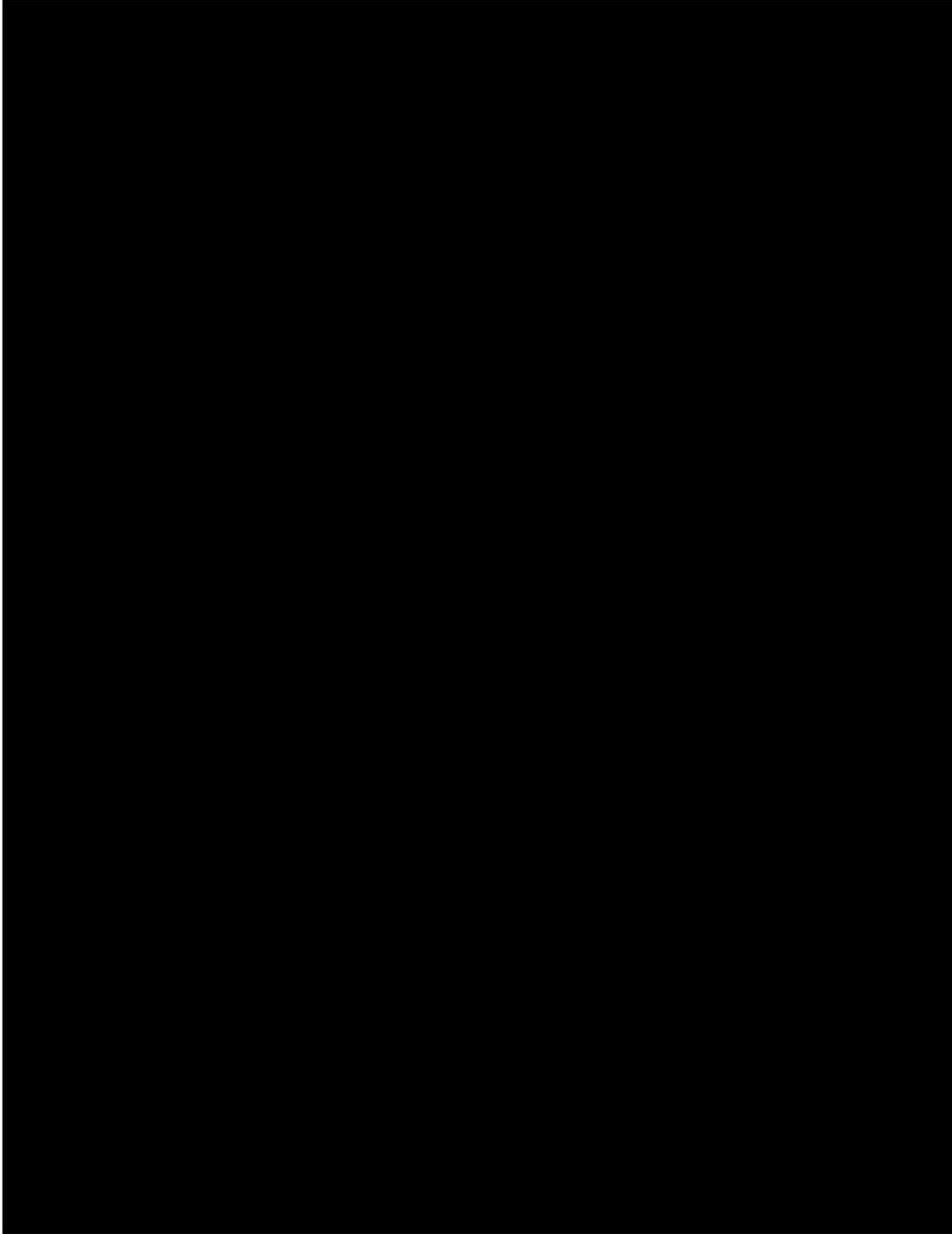
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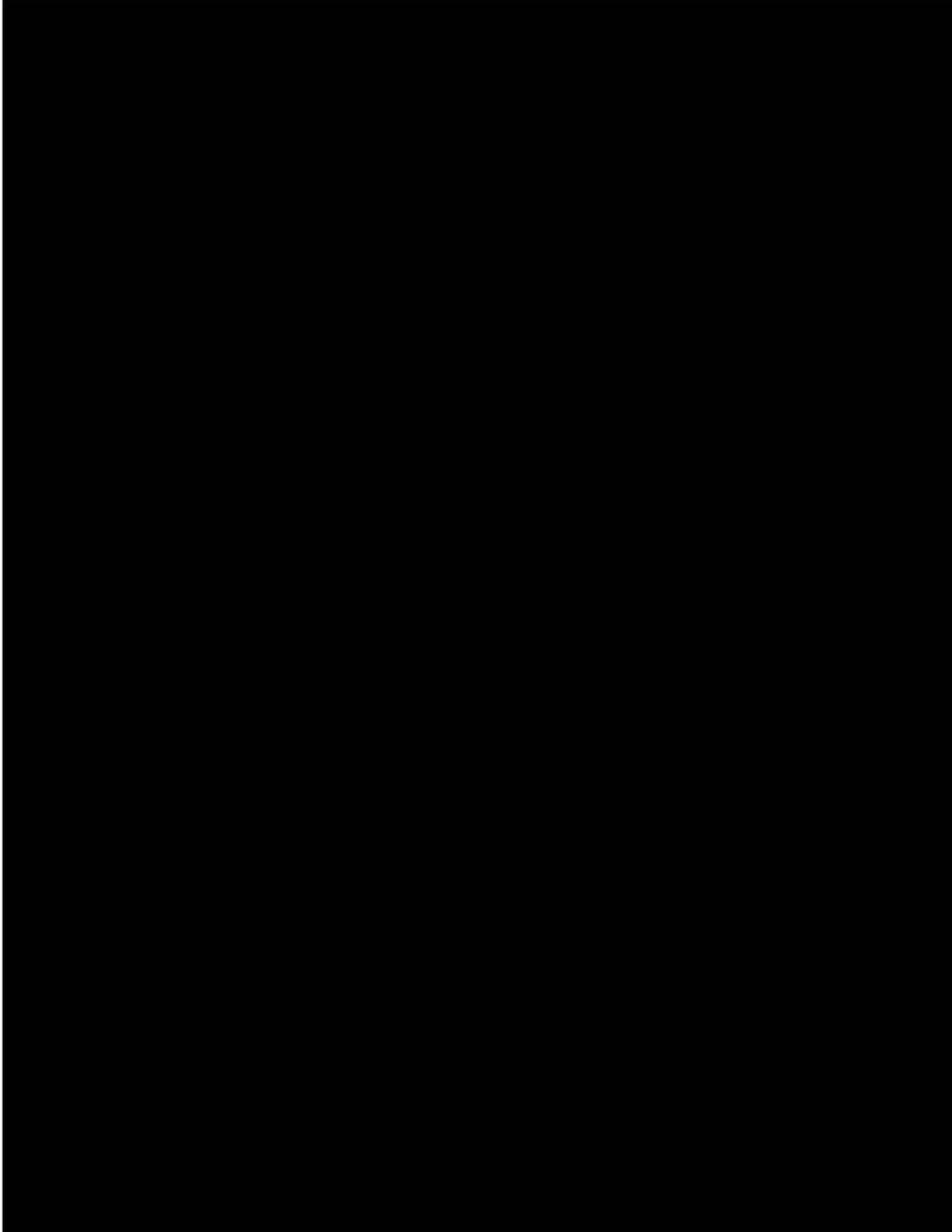
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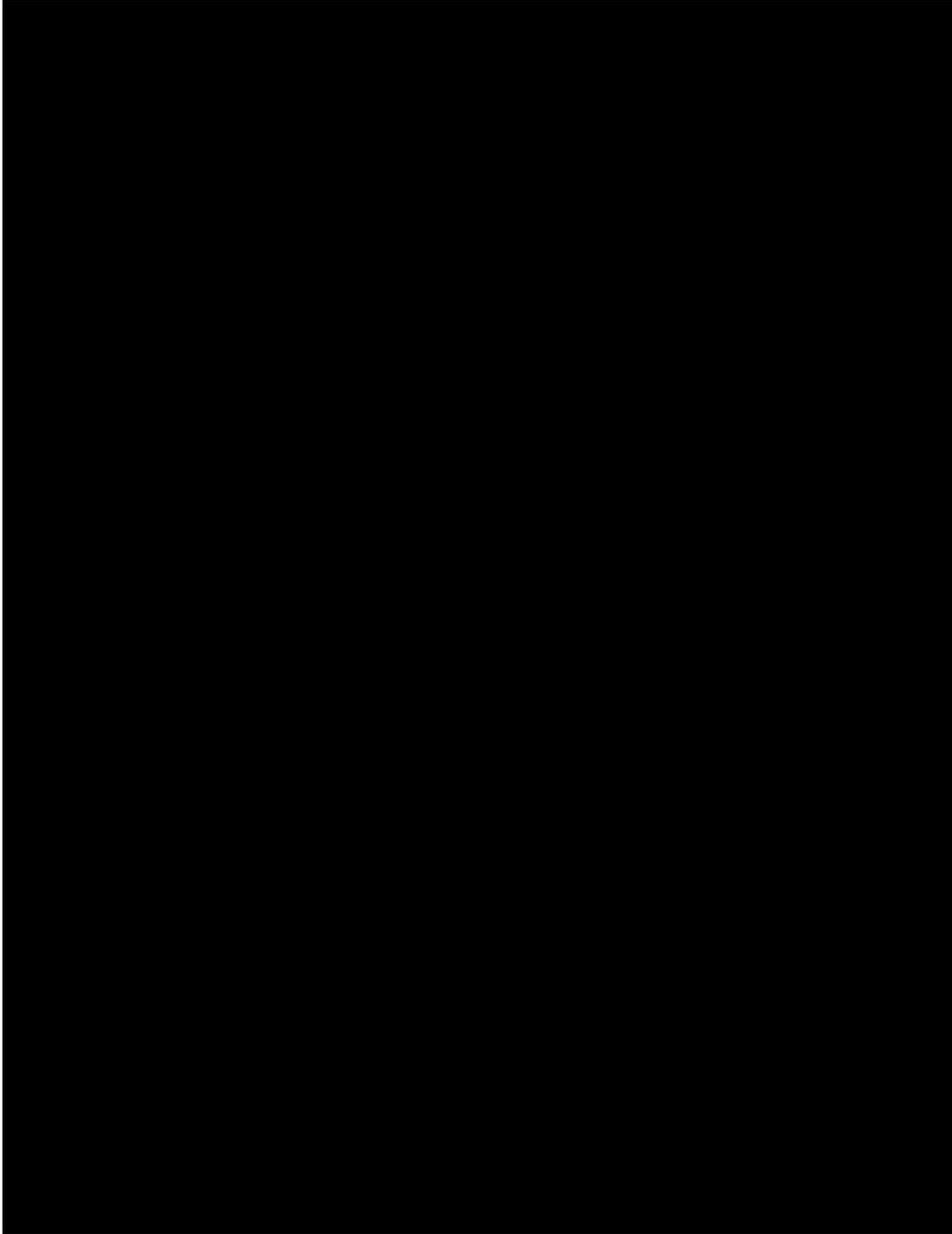
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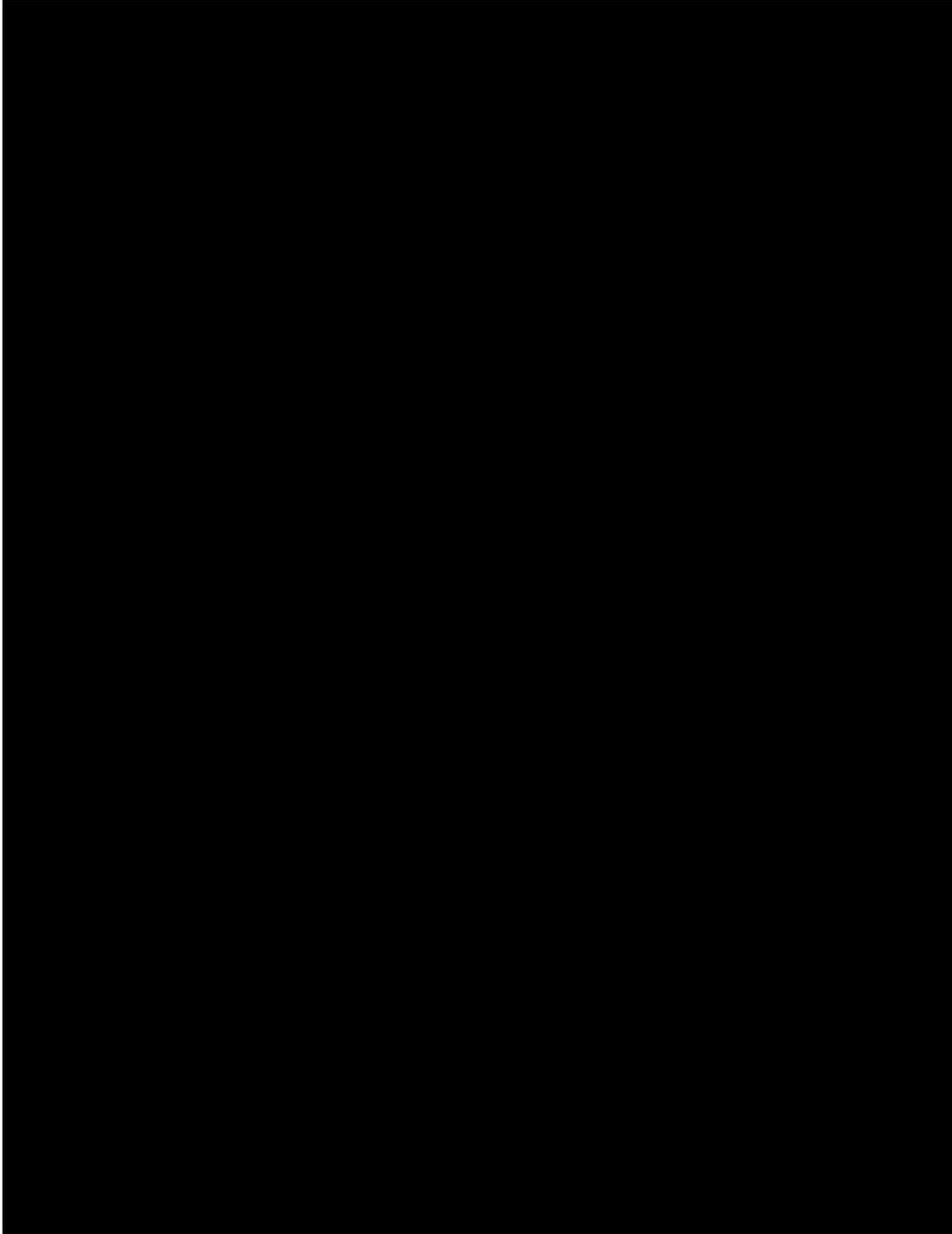
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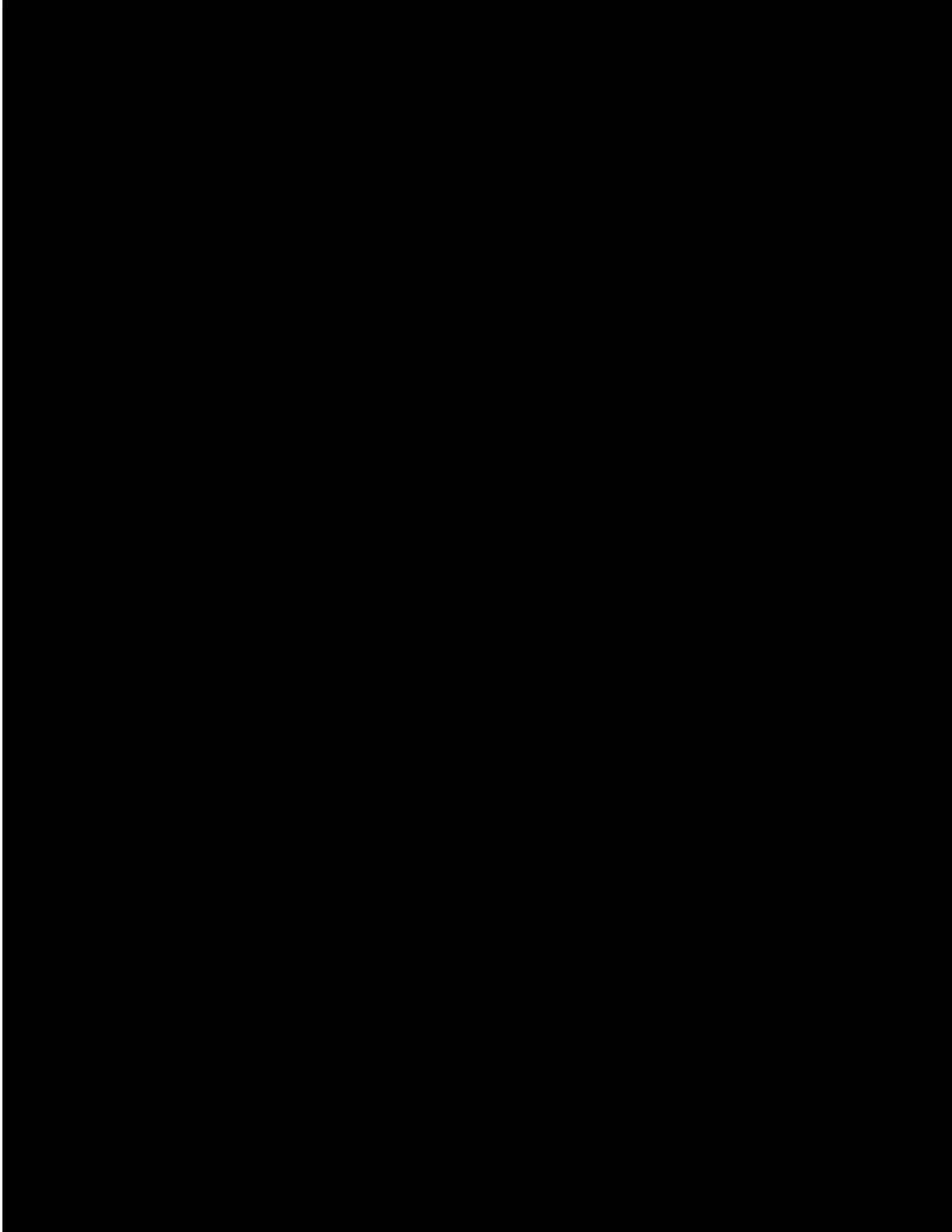
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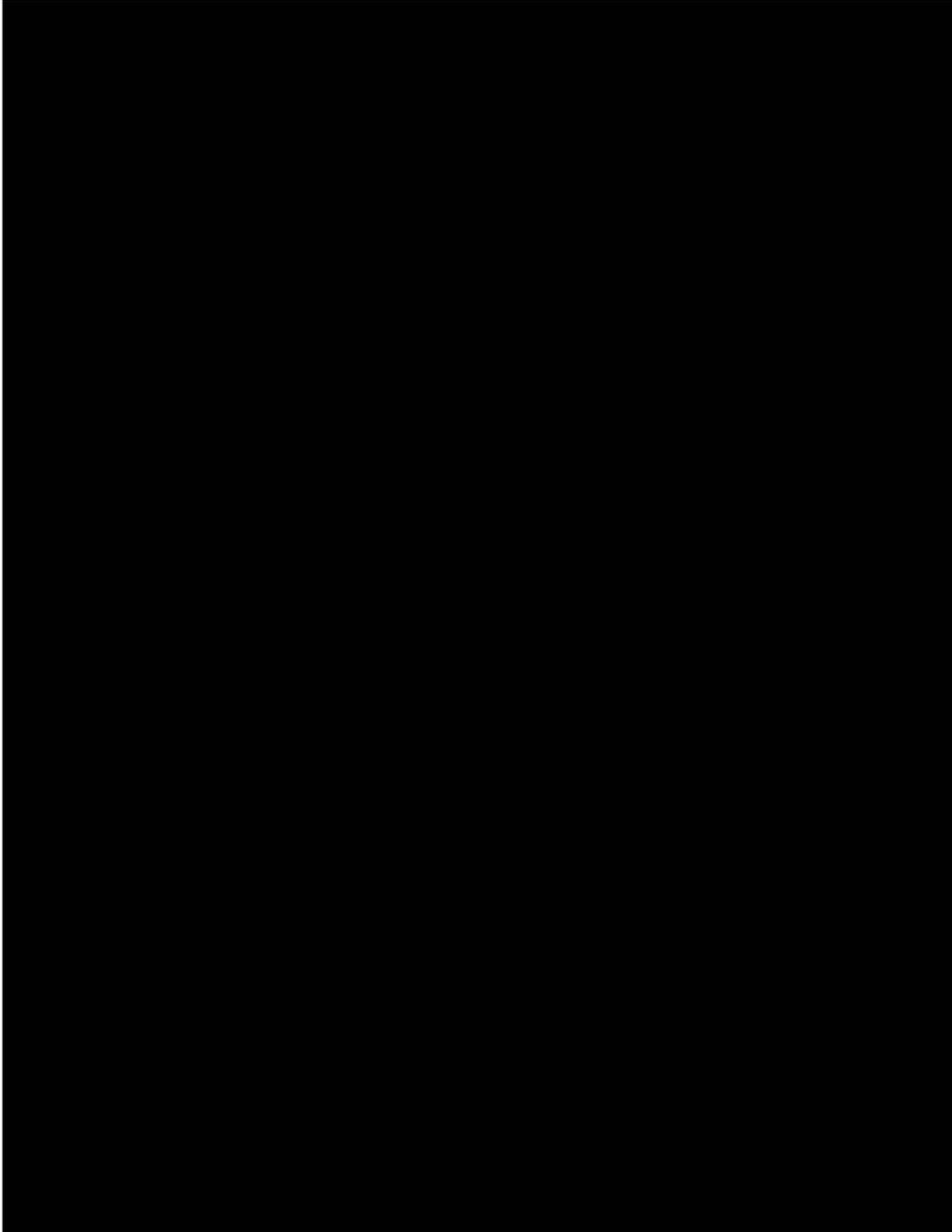
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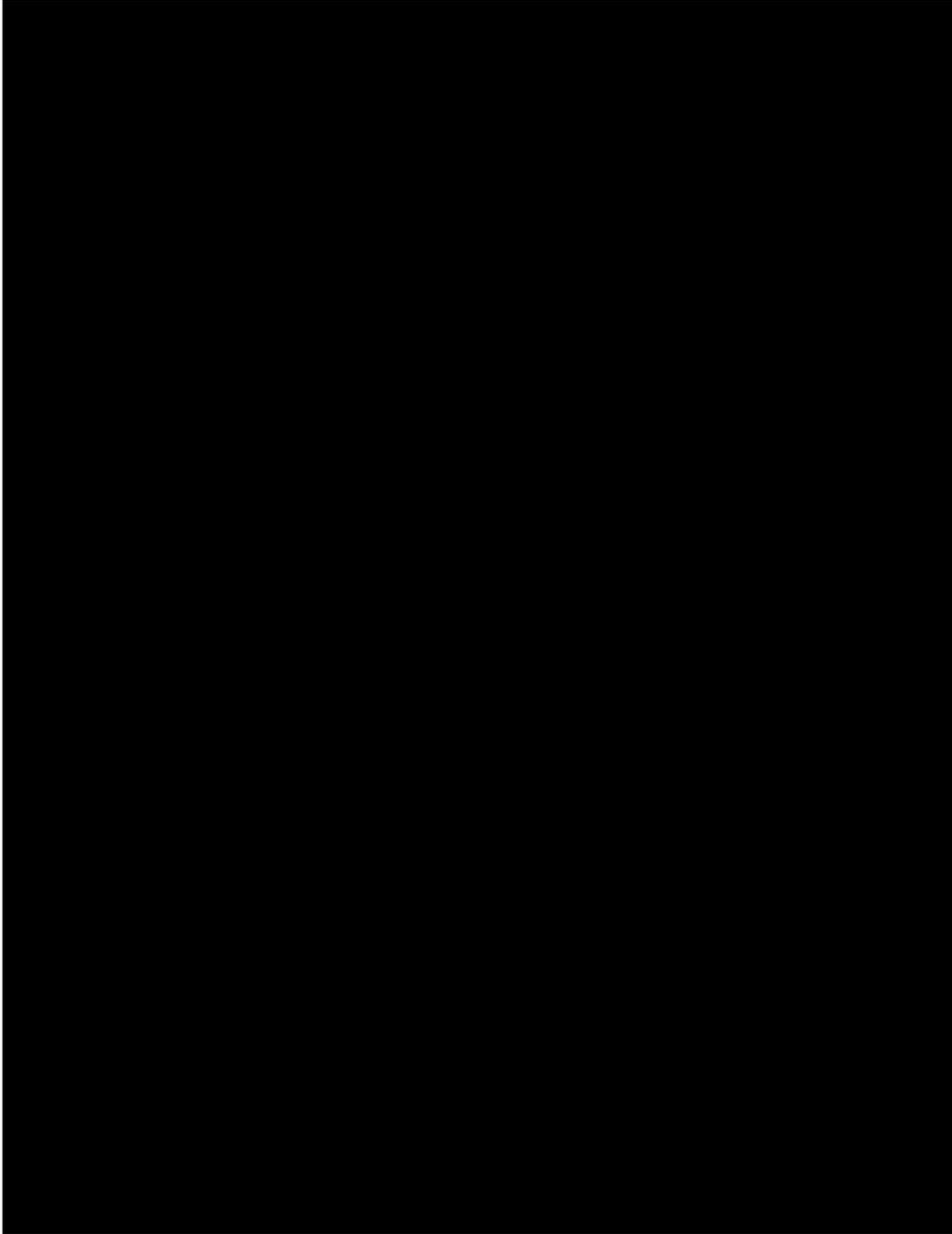
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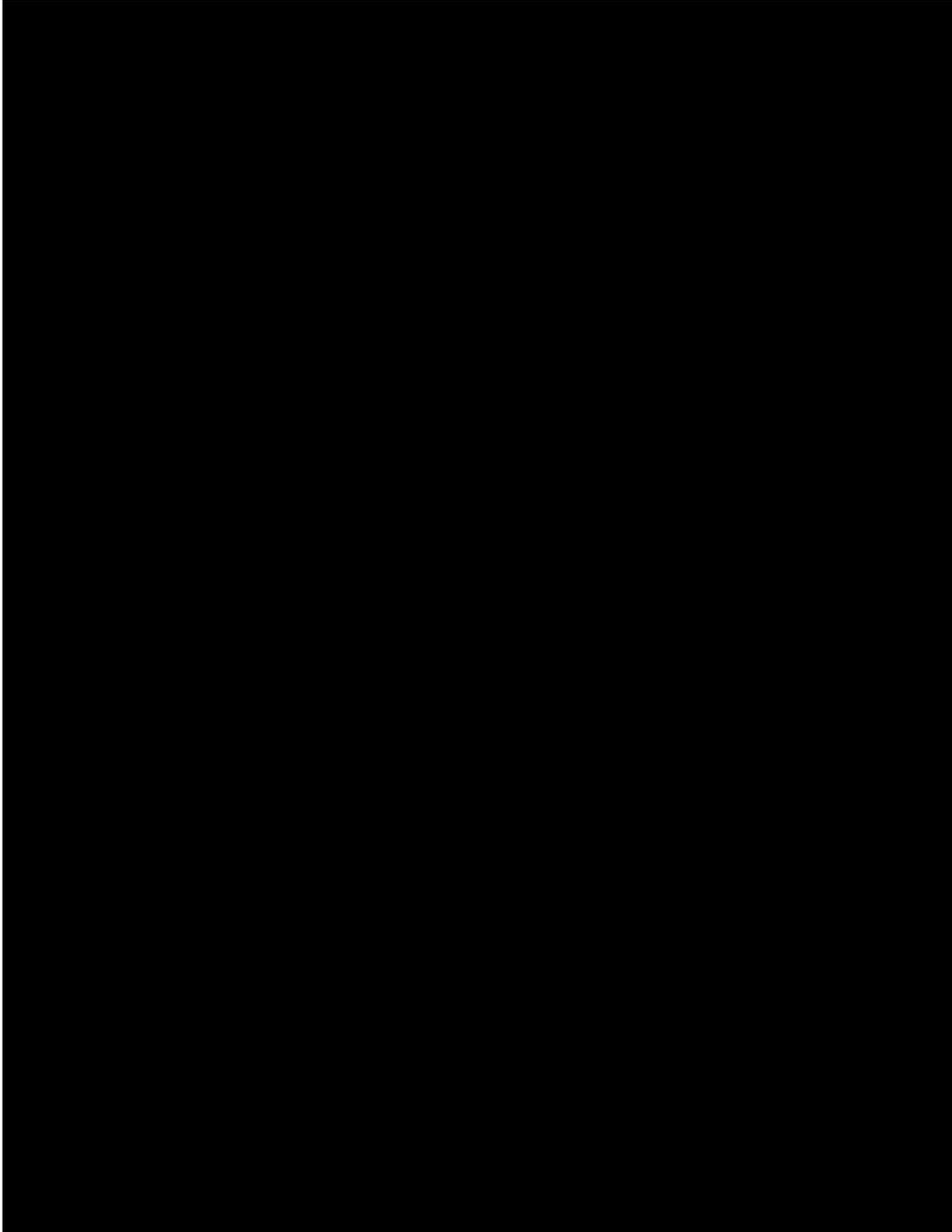
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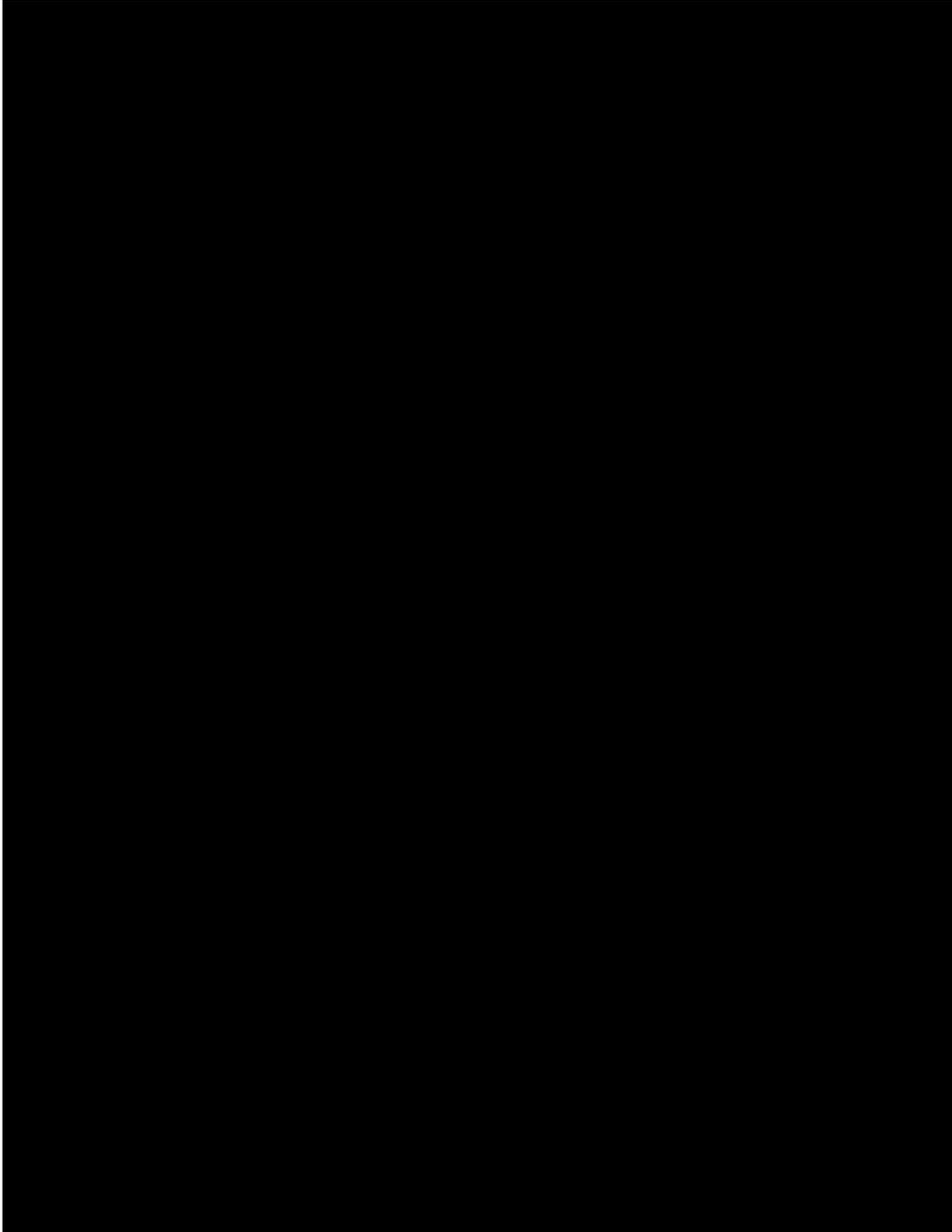
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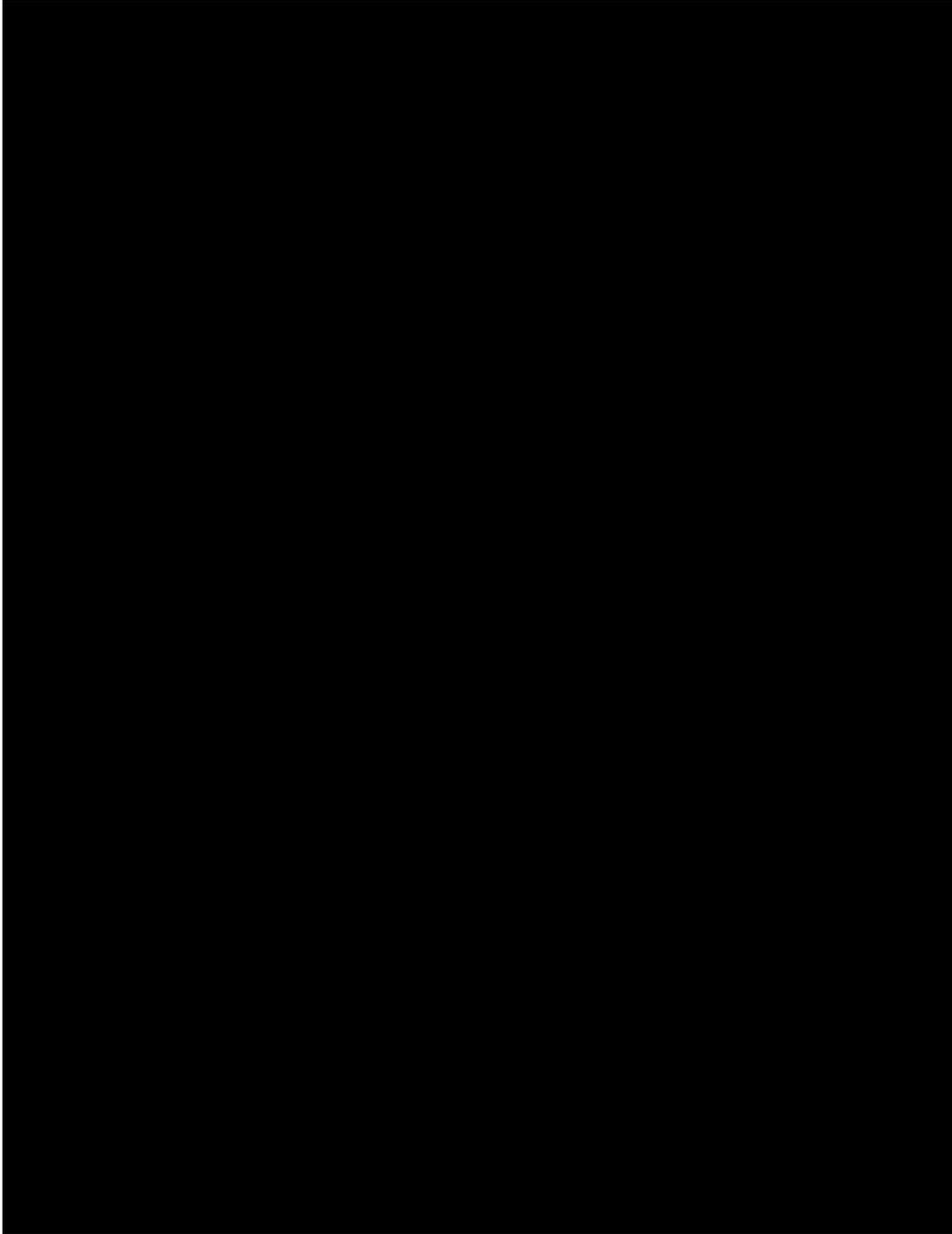
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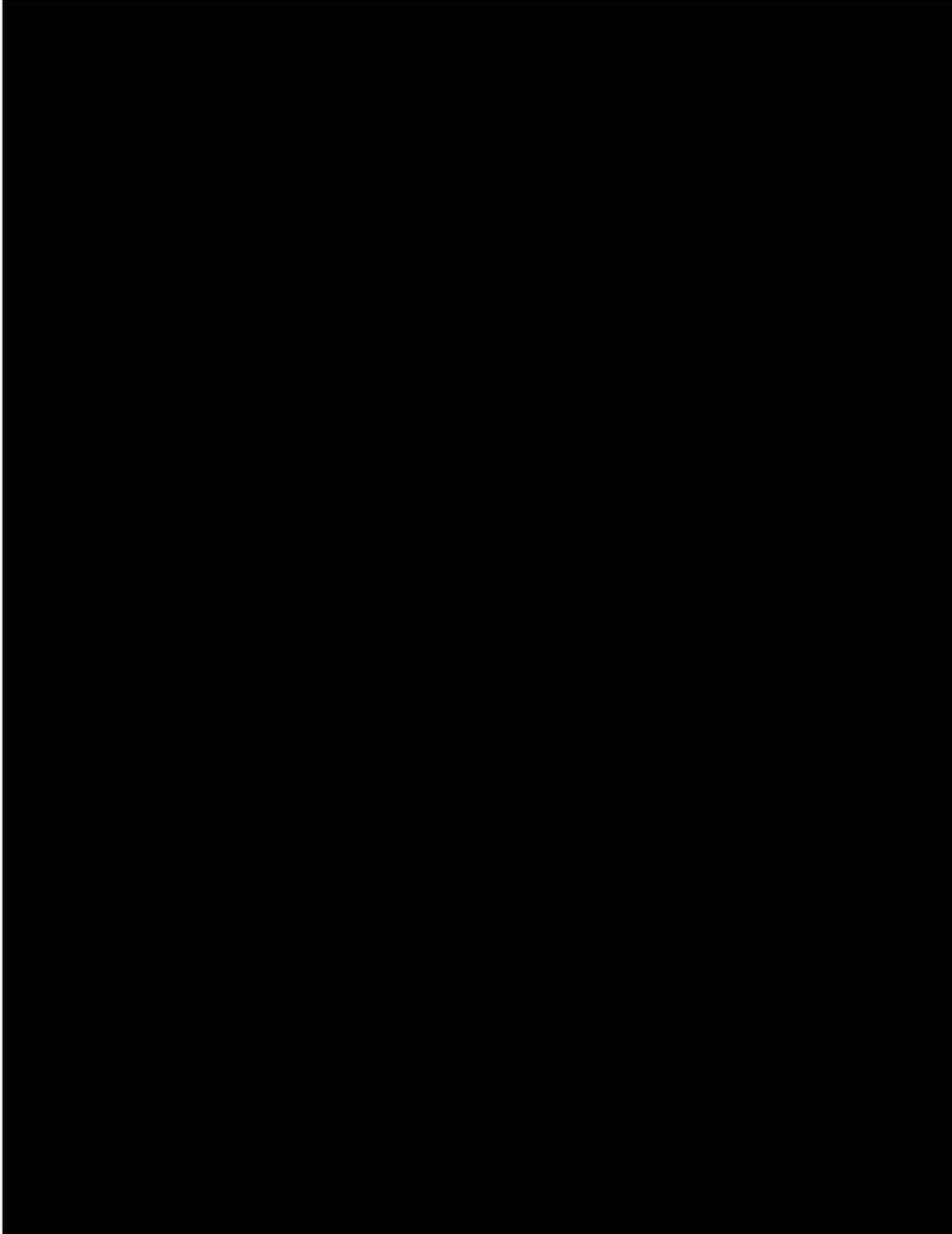
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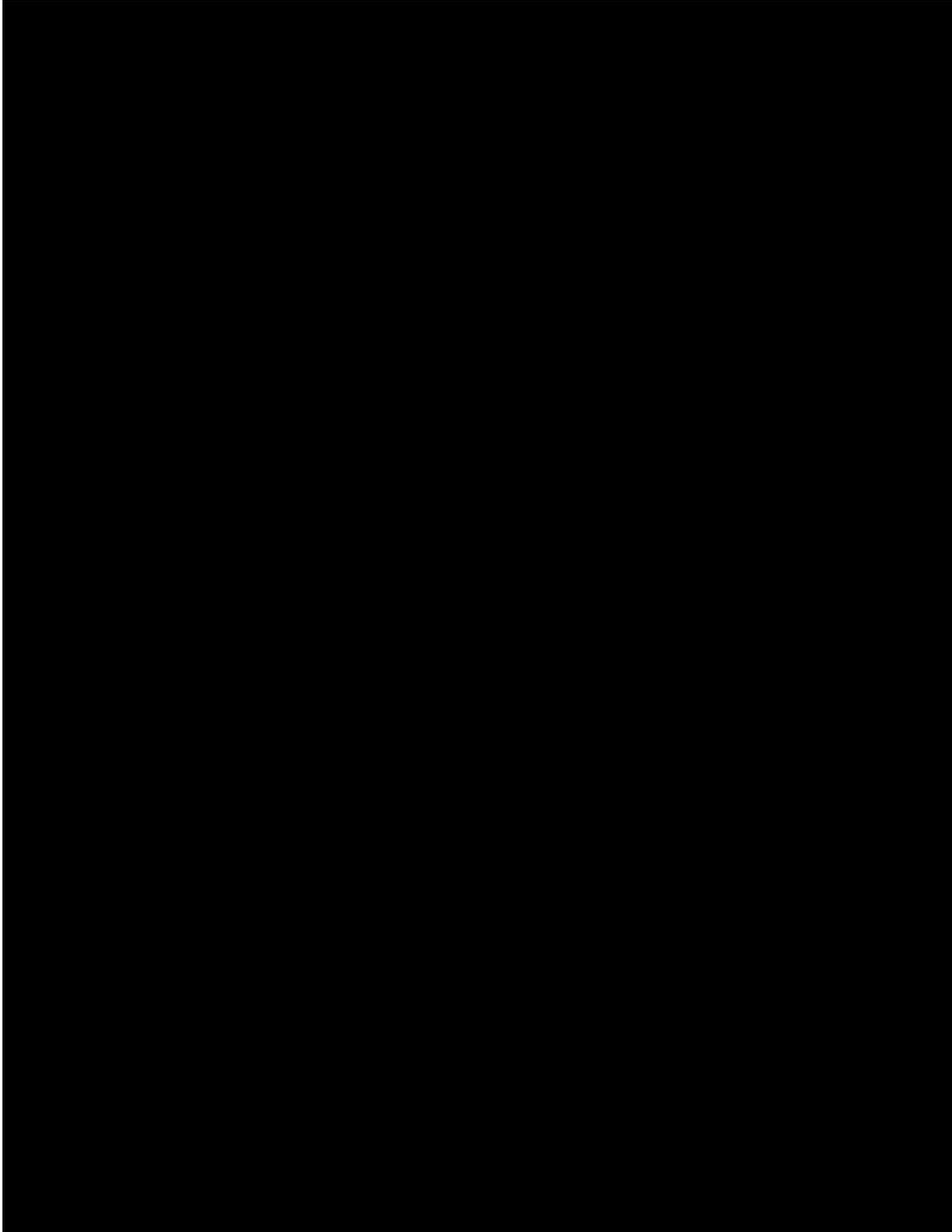
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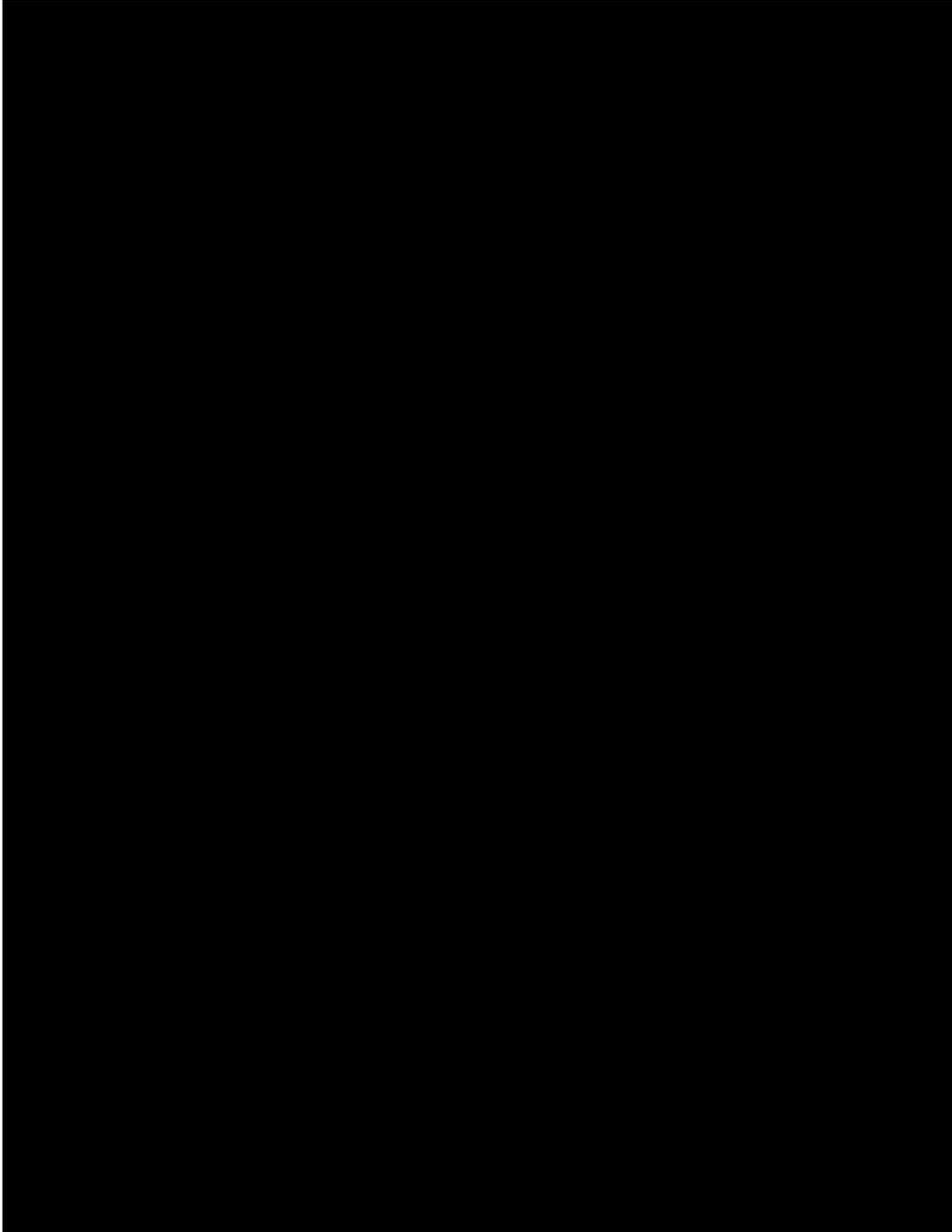
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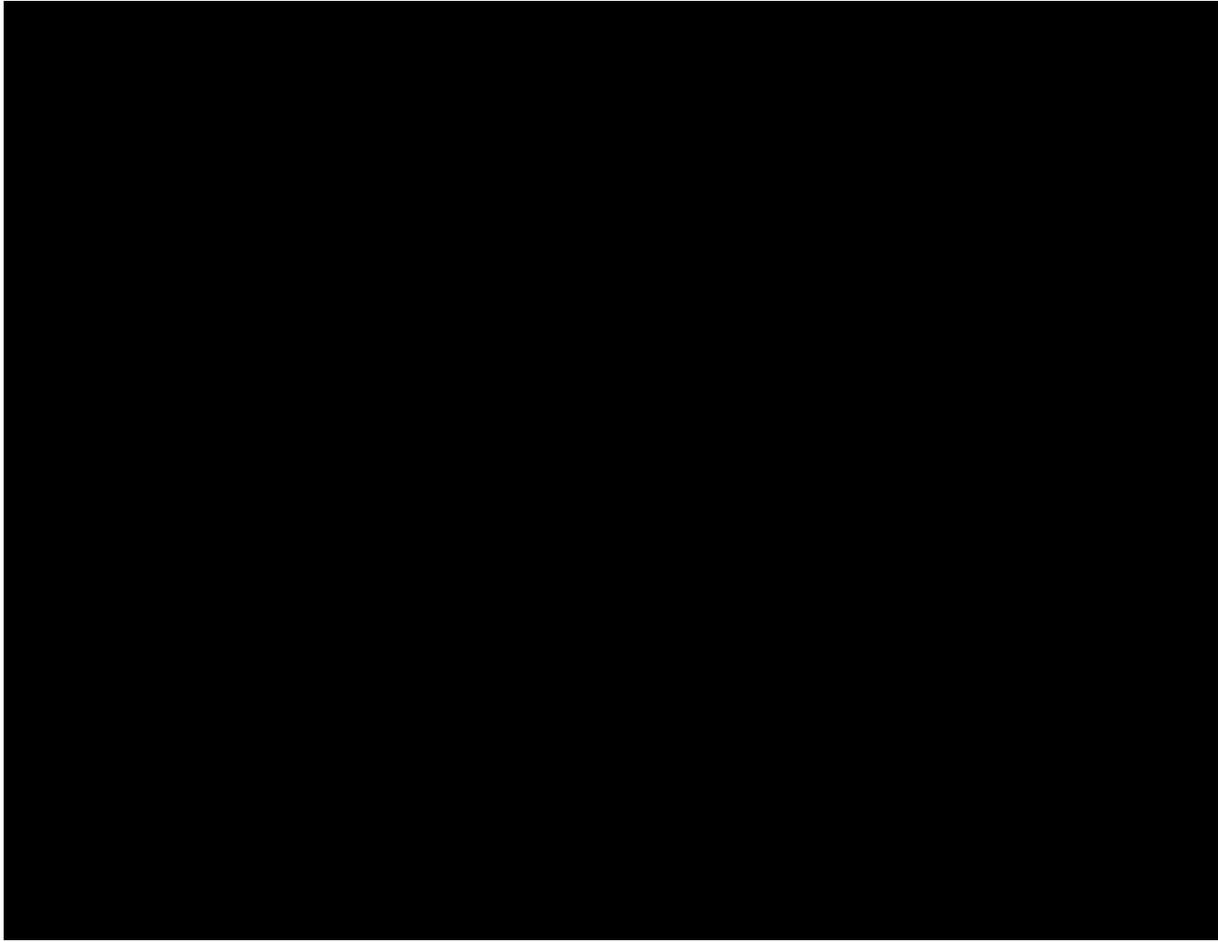
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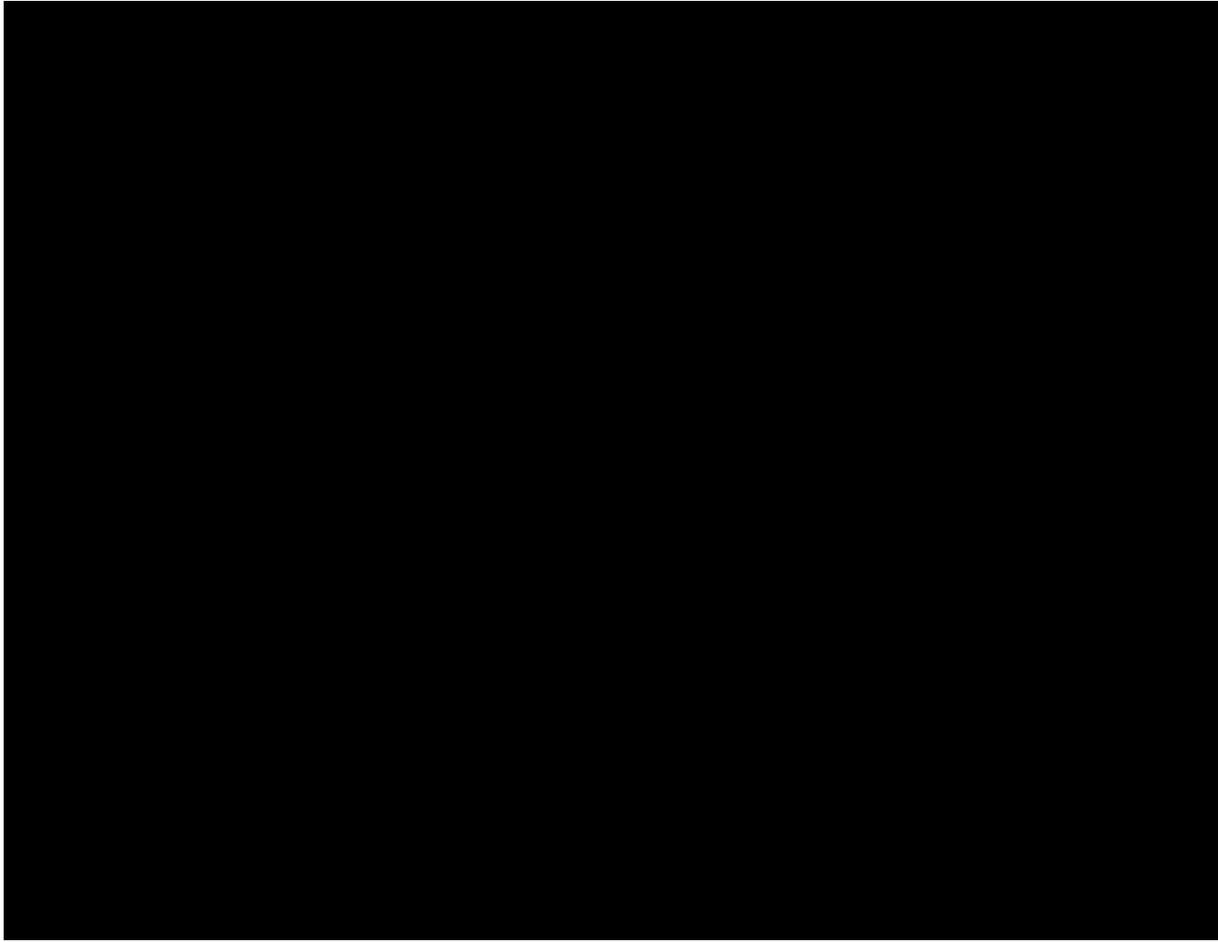
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Supplier Code of Conduct

September 2016

Introduction

National Grid is an international electricity and gas company at the heart of one of the greatest challenges facing our society – delivering clean energy to support our world long into the future. Based in the UK and north-eastern US we play a vital role in connecting millions of people safely, reliably and efficiently to the energy they use.

Working with all our stakeholders including our supply chain we promote the development and implementation of energy solutions that are sustainable, innovative and affordable.

The purpose of this Supplier Code of Conduct is to share our expectations and fundamental principles which should extend into your own supply chain. We value our business relationship with you as you play an essential part in helping create a more socially and environmentally responsible supply chain.

We expect you to carry out your business in line with the values and aspirations outlined in this document, and expect all suppliers to act in accordance with the highest ethical standards and to comply with all relevant laws, regulations and licences when working for National Grid. We must ensure that we keep to the law, our policies and licences, and that we behave in line with our values.



Vivienne Bracken
Chief Procurement Officer



1. Business ethics standards

At National Grid we are committed to promoting an environment where everyone can do the right thing and feel comfortable raising concerns about actions or decisions that they think are unethical.

We should all build an open culture in which doing the right thing comes naturally and wrong-doing is unthinkable and unacceptable. To do this, we must all take responsibility for achieving the highest standards of ethical behaviour.

At National Grid we will not tolerate poor ethical standards. We expect all of our suppliers to be prepared to challenge unethical behaviour. Examples of unethical behaviour may include, but are not limited to, bullying, harassment, discrimination, and any other unfair practices committed at a personal or corporate level. If you believe that an employee or contractor, or anybody else doing business with us, has acted unethically or unlawfully, you should quickly bring this to our attention.

In return, we will investigate the facts thoroughly, fairly and promptly when you raise a concern. We will not tolerate any form of retaliation or victimisation, where a concern is raised in good faith.

1a Our core values

Our core values define the way in which we are expected to act as individuals and in teams.

National Grid shall:

- respect others and value their diversity;
- take ownership for driving performance; and
- demonstrate integrity and openness in all relationships

These values are the foundation of our business and everything we do.



1b Fraud, bribery and corruption

At National Grid we are committed to carrying out our business in a fair, honest and open way, and we expect you to be honest and fair when you carry out your business. We have a zero tolerance approach to any type of bribery, fraud or corrupt business practices, and we expect you to have a similar approach.

We expect you to have a programme in place to prevent and detect fraud, bribery and corrupt business practices. In particular, we expect you to have procedures in place to prevent bribery in accordance with all applicable local, state, federal or national laws or regulations. This includes without limitation the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

We expect you to have programmes which protect employees who give you information on any unfair or inappropriate business activities (whistleblowing), making sure that you do not reveal their identity.

If you find that bribery, corruption or fraud has taken place and this relates to work done on National Grid's behalf or otherwise relates to our business, you should contact our Global Assurance Team, contact details below. International enquiries can call either number.

United Kingdom

Focus helpline: **0800 854 572**
(lines are open 24 hours a day, seven days a week)
Email: support4u@focuseap.co.uk

In-house

Business conduct helpline: **0800 328 7212**
Email: business.conducthelp@nationalgrid.com

United States of America

Alertline: **1-800-465-0121**
(lines are open 24 hours a day, seven days a week)
Email: www.nationalgridalertlineus.com

In-house

Toll-free helpline: **1-888-867-6759**
Email: businessconduct@nationalgrid.com

National Grid reserves the right to review your control procedures associated with the prevention and detection of fraud, bribery and corrupt business practices. If we have serious concerns, whether they relate to our business or not, we will review our relationship with you.



1c Entertainment, hospitality, gifts and cash rewards

We expect you to help us keep to our rules on business rewards, such as gifts, meals, hospitality and entertainment. We may accept hospitality and entertainment as long as it has a genuine business purpose, and is within the guidelines as set out in 'Always Doing the Right Thing.' The best way to avoid a potential conflict of interest is to avoid offering gifts, rewards, hospitality or entertainment to our employees altogether.

We encourage our employees not to take part in any activity that would affect their judgement when dealing with you. In particular, we do not allow our staff to accept cash or cash equivalents, such as gift certificates.

Employees who buy goods, works or services for our business are not allowed to give or receive any gifts, hospitality or entertainment.

We do not allow our employees to seek or take part in any:

- offensive or inappropriate entertainment;
- hospitality or entertainment based on the value of anything we or another organisation has bought; or
- hospitality or entertainment in return for influence or for a specific decision

1d Testimonials

We will not give testimonials and you should not request them. This includes testimonials in return for a potential discount.

1e The Prompt Payment Code

National Grid has demonstrated its commitment to the fair treatment of our suppliers by signing up to the Prompt Payment Code. We encourage our suppliers to adopt the principles of this code throughout their own supply chains.

For further information please visit the website www.promptpaymentcode.org.uk

2. Health and safety

We want to be a recognised leader in the development and operation of safe, reliable and sustainable energy infrastructure to meet the needs of our customers and communities.

One of the ways we will achieve this is to deliver excellent levels of safety, and ensure the wellbeing of our employees.

We recognise that our operations potentially give rise to risk. We believe that we can eliminate or minimise those risks to achieve zero injuries or harm, and to safeguard members of the public. We further believe that everyone in National Grid and those who we contract with, collectively and individually, has a part to play to achieve this.

You must ensure safety, health, and environment (SHE) aspects of contracted work and supplies are managed and robustly undertaken so as to ensure compliance with legislative requirements and industry good practice and enable sharing of SHE information and continuous improvement.

You must be committed to creating an environment which is safe, healthy and secure for all of your employees.





3. Protecting the environment

At National Grid we recognise the value of sustainability. For us this means that we are committed to business practices that preserve natural resources, save money and that are good for the community. That's why we make decisions that have a positive impact on environmental factors linked to our operations, and also on social and economic factors. We look to our suppliers to support us in meeting our policy objectives.

As a minimum we expect all suppliers to comply with all legal requirements and obligations and to have in place an environmental management system that is aligned to the requirements set out in standards such as ISO14001. In particular you should:

- set meaningful targets to improve environmental performance and openly report on performance against these targets
- identify and manage any chemicals, other materials and substances which would be hazardous if released into the environment, and make sure that you handle, move, store, recycle and dispose of these materials safely and in a way that will not be hazardous to the environment
- use materials in a responsible way which does not affect the well-being of people, animals, and other living systems
- identify all chemicals and other substances in your products, communicate this to National Grid when required and show that you are working to substitute or reduce where possible any harmful substances from your products
- ensure that any activities that have an impact on natural habitats will be conducted in a manner that is compliant with all legal/planning requirements and conditions, including the restoration and where possible the enhancement of any habitats impacted

We expect our suppliers to use renewable and non-renewable resources more efficiently. In particular you should:

- make a reasonable effort to reduce all types of waste including reduction at source, reuse and recycling
- ensure all waste is managed, treated and disposed of as the law requires, measure and report how much waste you produce and put in place processes to continually reduce the amount of waste sent to landfill

- make an effort to focus on eco-design and think of the 'life cycle' of products, for example, think about using less packaging, using fewer natural resources, reducing the energy you use, using more recycled materials and facilitating reuse, refurbishment or recovery of materials
- reduce the amount of energy consumed and use recognised methods to work out and report on your carbon footprint (how much carbon dioxide and carbon dioxide equivalent you directly or indirectly release into the environment) and demonstrate how you plan to reduce this impact

4. Resilience and business continuity

National Grid expects all businesses in our supply chain to have business continuity arrangements in place to ensure that you can continue to provide your services to National Grid in the event of any disruption to your operations. As a minimum these resilience arrangements should consider: People, Premises, Process (Information and Technology) and Providers. More detail will be provided through the procurement process and contained within individual contracts, where business continuity arrangements may be subject to review as part of the ongoing management of the contract.

4a Security

National Grid is committed to ensuring effective controls are in place to protect corporate assets and employees. Any significant compromise of physical or cyber security could result in disruption, with potentially serious social and economic consequences. We would expect our supply chain partners to demonstrate a similar commitment to security and have appropriate policies and procedures in place to provide a continued safe and secure work environment. Security related controls should be proportionate to the risk, the detail of which will be contained within, and managed, through individual contracts.





5. Work and human rights

National Grid expects all businesses in our supply chain to respect the people they employ and to offer a safe workplace that is free from harm, intimidation, harassment or fear. The Ethical Trade Initiative Base Code, and the UN Global Compact Principles along with any local employment health and safety legislation, will be considered to be the minimum standard.

The extent of these rights extends, as a minimum, to the right of collective bargaining, a fair, or living, wage (or minimum wage if determined by local legislation outside of the UK), working age and hours. You must not use any forced labour, whether in the form of involuntary prison labour, indentured labour, bonded labour, or otherwise. All of your employees must have volunteered to work and must be free to leave or end their employment by giving reasonable notice. You must comply with the requirements of the Modern Slavery Act 2015.

National Grid is committed to promoting equal opportunities to all our employees, customers and suppliers. We treat all people equally with respect and dignity including those contracting to supply goods or services. We do not discriminate on the grounds of age, colour, disability, race, ethnicity, gender, marital status, gender reassignment, sexual orientation, maternity, religion, faith, caste, or on any other unjustifiable or illegal grounds. National Grid expects the same standards to be adhered to by all suppliers in our supply chain.

5a The Living Wage Foundation (LWF)

In the UK National Grid has demonstrated its commitment to fair pay via accreditation with The LWF.

The commitment to our direct employees also extends to contractors and their work on behalf of National Grid. In particular, this is defined as contractors aged over 18 who work on our sites for two or more hours in any given day in the week, for eight or more consecutive weeks.

This is an important principle for us, not just because it is the right thing to do but because as a responsible business, we believe that everyone should be appropriately rewarded for the vital work we do to safely and reliably connect people to the energy they use. How we go about our business is as important as what we do; doing the right thing in the right way.

We are asking for voluntary participation from suppliers within existing contracts, and the requirements of the Living Wage will be mandated for all new contracts.

6. Conflict minerals

National Grid is committed to complying with Section 1502 of the Dodd-Frank Act ("Conflict Minerals Rule") which is a US federal law that requires us to publicly disclose the use of conflict minerals. The term "conflict minerals" refers to certain identified minerals:

- columbite-tantalite
- cassiterite
- wolframite
- gold ores

which are respectively refined into:

- tantalum
- tin
- tungsten
- gold

and other minerals that the US Secretary of State may designate in the future, emanating from mining operations in the following covered countries:

- Democratic Republic of the Congo (DRC)
- The Republic of the Congo
- Central Africa Republic
- Tanzania
- South Sudan
- Burundi
- Zambia
- Rwanda
- Angola
- Uganda

Our policy is not to use products containing conflict minerals. We expect you, as a business in our supply chain, to have a policy and controls in place to monitor and prevent the use of materials sourced illegally or unethically and in particular conflict minerals sourced from any of the covered countries.

However, if you know, or have reason to believe, that conflict minerals may be contained within the product that you are supplying to us and these are not from recycled or scrap sources you must exercise due diligence to determine the source and chain of custody of the conflict minerals or derivatives. You must document your efforts and make your due diligence measures available to us upon request and provide us with evidence of the origin of the conflict minerals in products supplied by you to us.



7. Community and supplier diversity

National Grid expects suppliers to have an understanding of how their activities impact their local area and wider community, and we encourage them to make positive contributions and investments, for example by providing appropriate local employment opportunities, workforce volunteering and charity activities. We expect our suppliers to minimise disruption to communities.

It is National Grid’s corporate policy to provide small and local businesses, minority ethnic, women owned and diverse business enterprises, with an equal opportunity to participate in National Grid’s procurement and sourcing processes. The Procurement Department will develop, administer, and implement processes to ensure these businesses have an opportunity to participate in the procurement process at National Grid, which will include extending this policy through our supply chain.

8. Monitoring and reporting

National Grid expects you to evaluate your own activities to make sure you are keeping to this code of conduct throughout your work. We expect you to have the ability to demonstrate compliance to the principles set out in this document whilst working on behalf of National Grid.

You must have a process in place to remedy any instances of breaches, non-compliance, or problems you find through audits, reviews or inspections.

You should bring to our attention immediately you are aware of any significant issue or potential breach of legislation which may affect your working with National Grid.

We also expect you to investigate and report any concerns or complaints you have about issues to do with breaking the law or standards which relate to our business, sub-suppliers or sub-contractors. We can then investigate and deal with these issues. We expect you to co-operate with us fully during any investigation we carry out, and we do not accept any type of retaliation against any person or business who raises any concerns.

We may request, periodically, a letter of assurance certifying that you have complied or have brought issues to National Grid’s attention in a timely manner.

You should have suitable training in place for key personnel working with National Grid introducing this document along with your relevant policies and procedures.

9. Subcontracting and supply chain

Where you are allowed under the terms of your contract with National Grid to sub-contract work or services to third parties, we expect those third parties to be informed of the provisions of this Supplier Code of Conduct and to adhere to its provisions. The same shall apply to any third parties supplying goods to your organisation in relation to your contract with National Grid.



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FINAL
Confidential Information

Exhibit I



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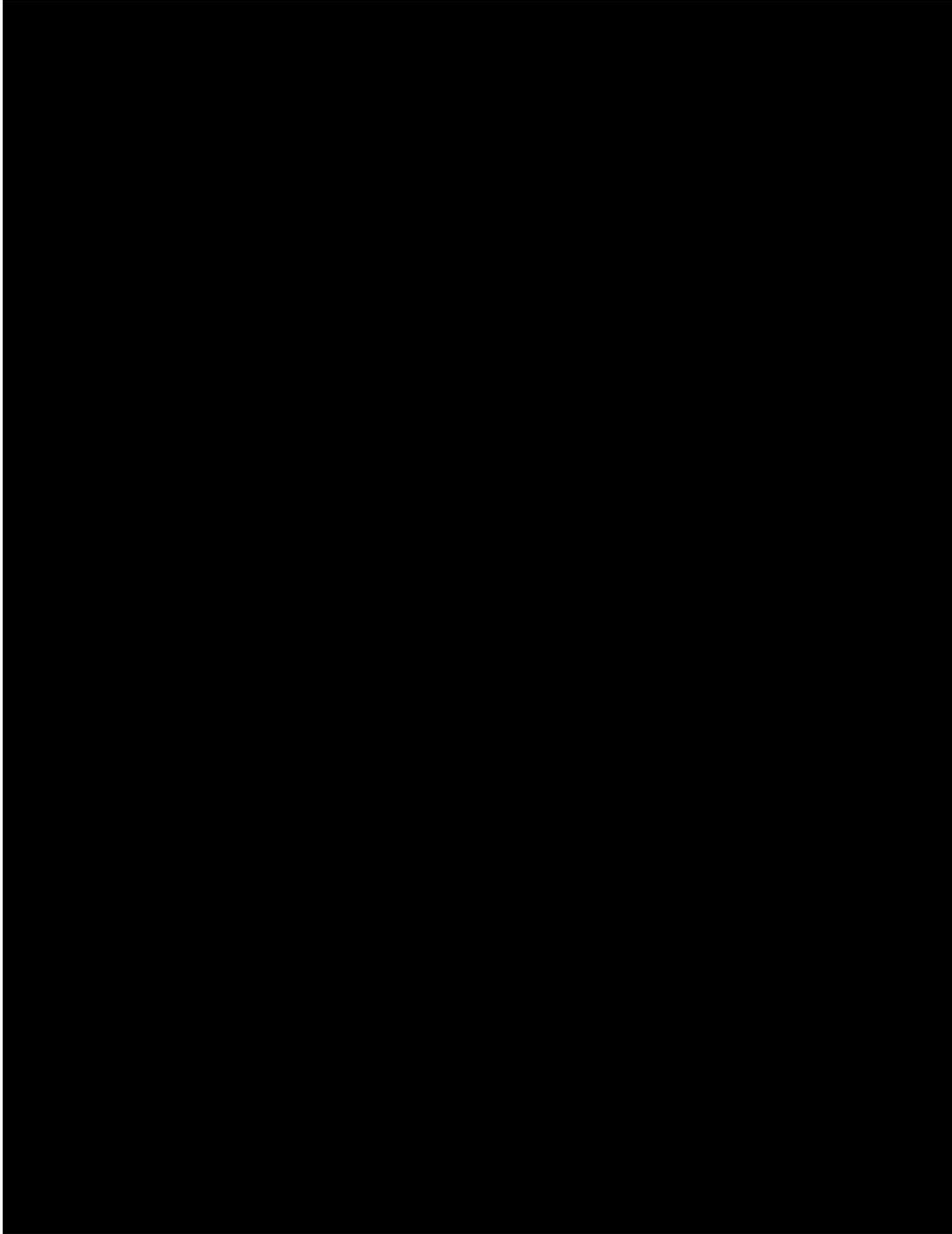
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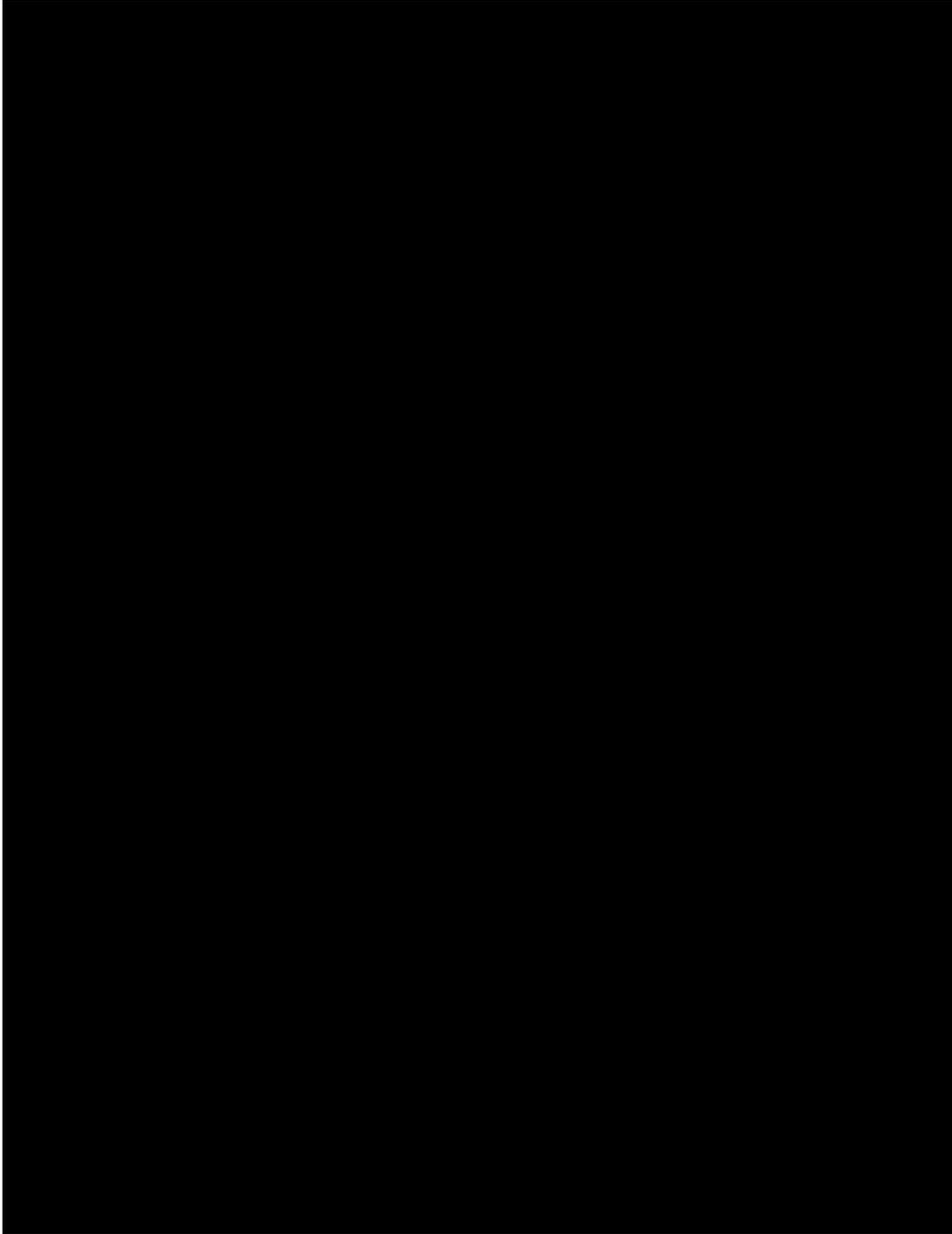
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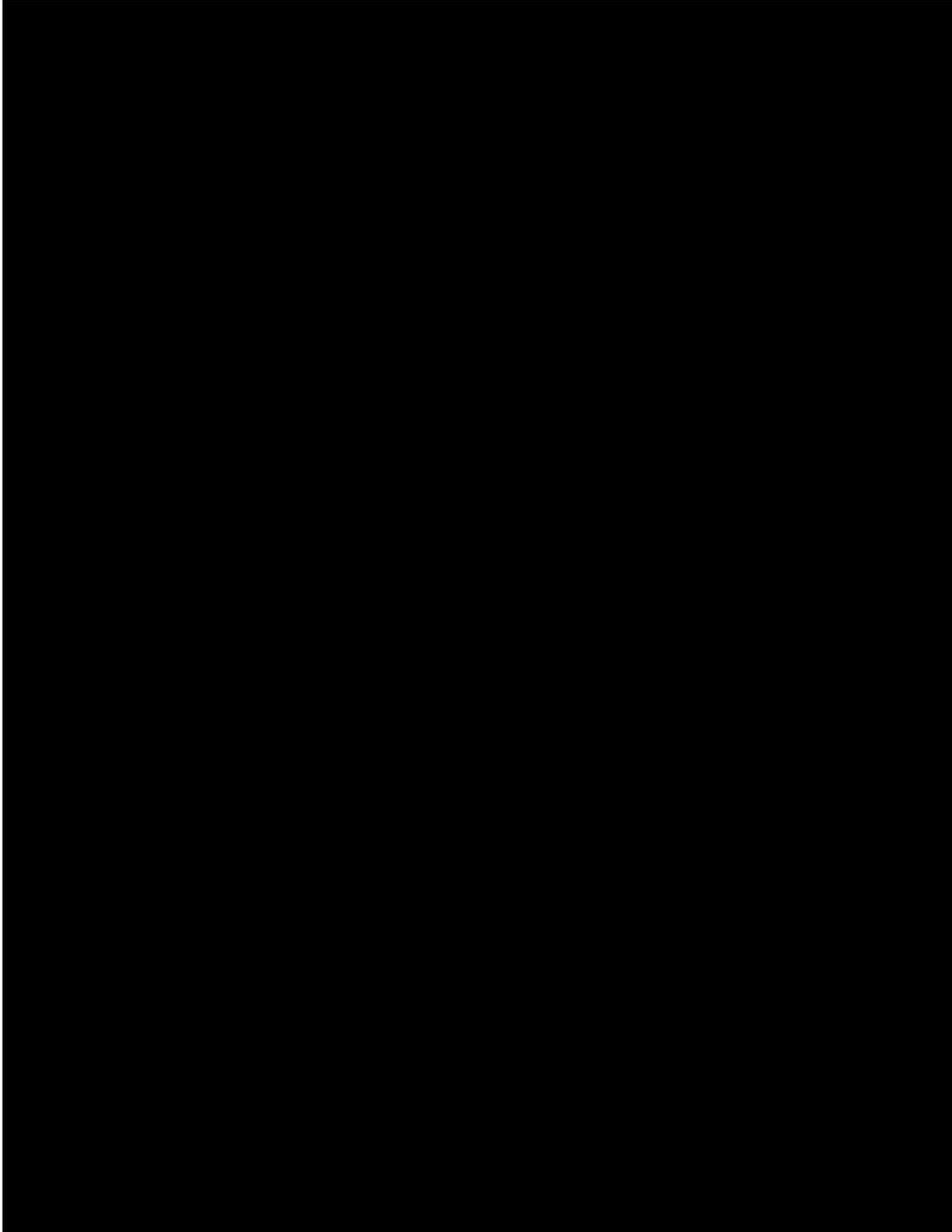
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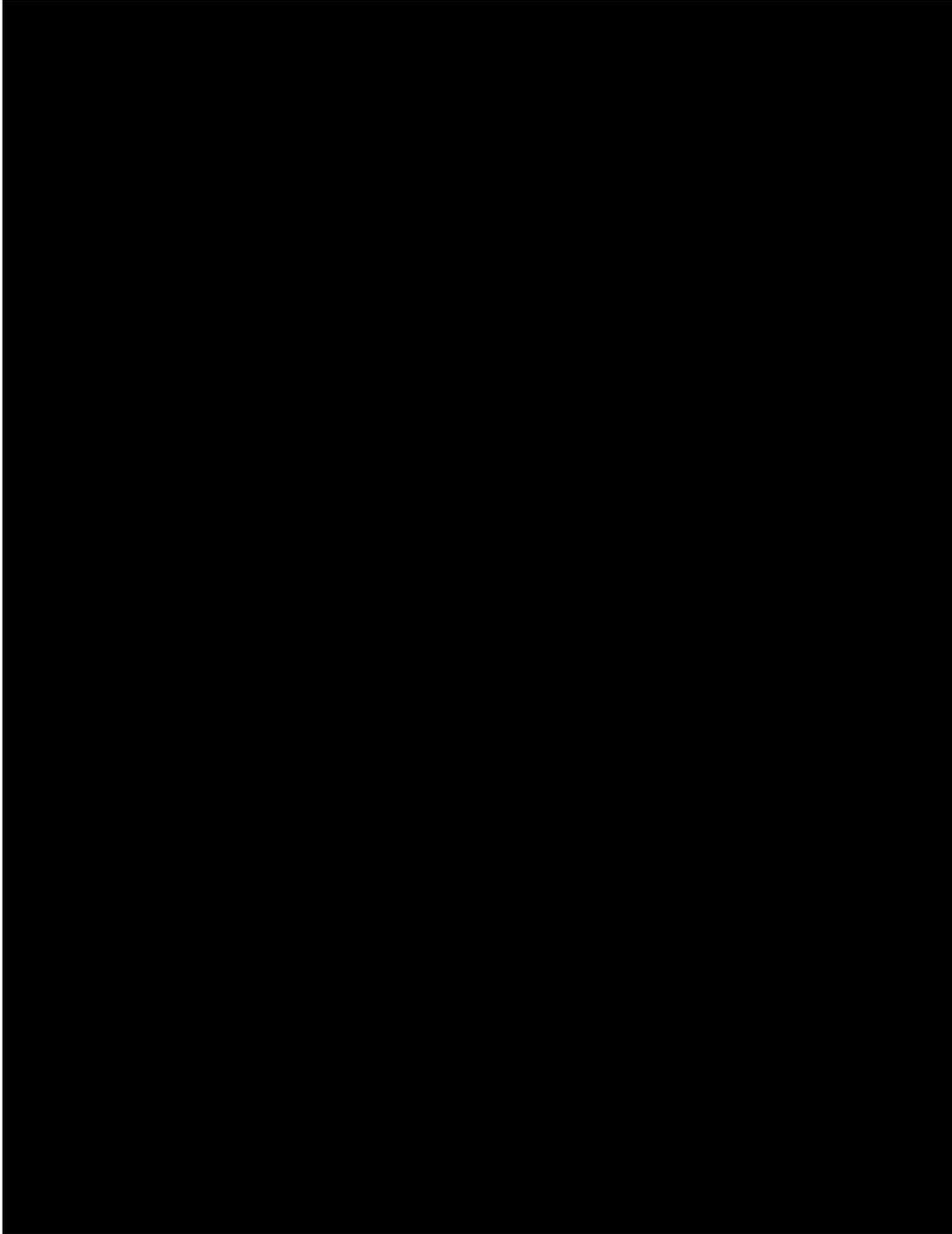
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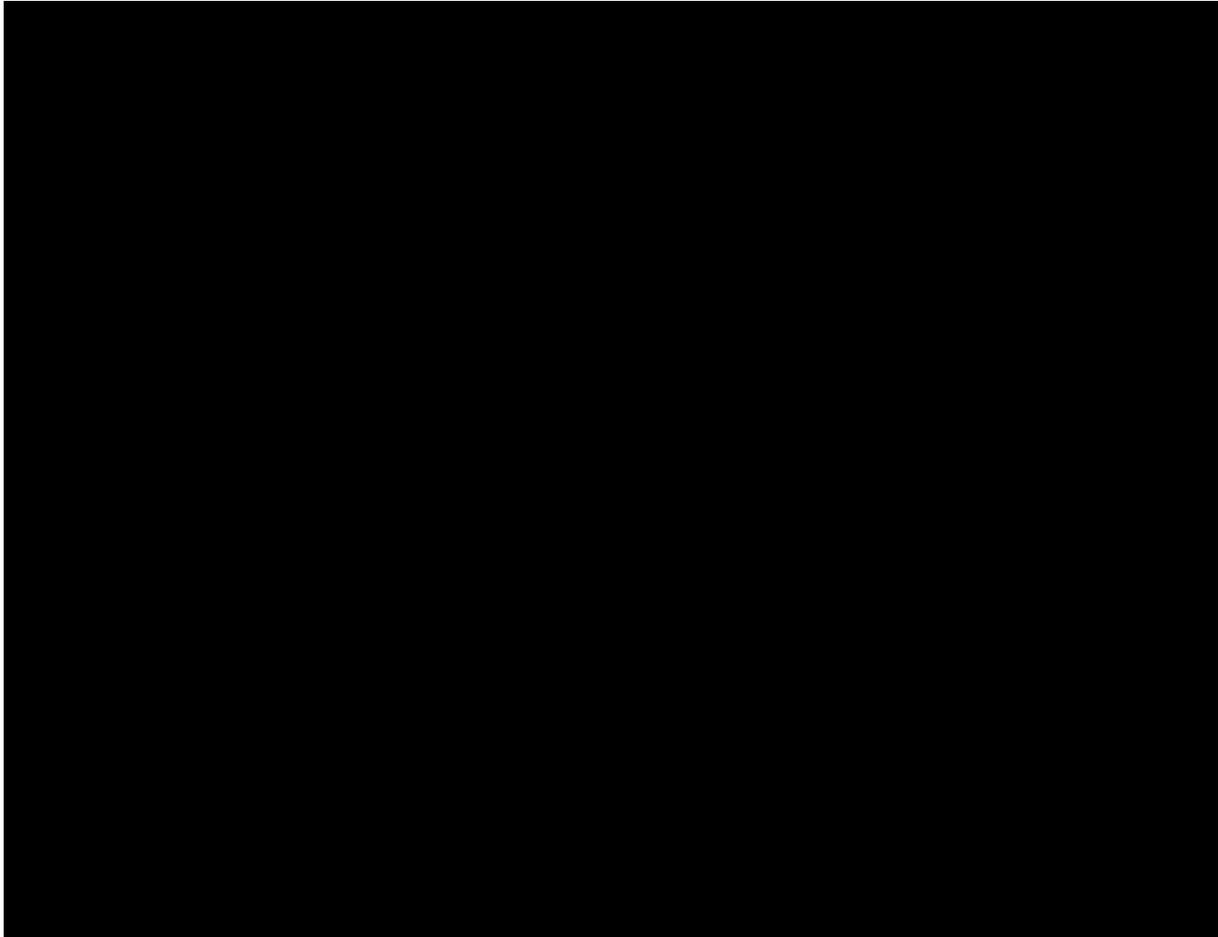
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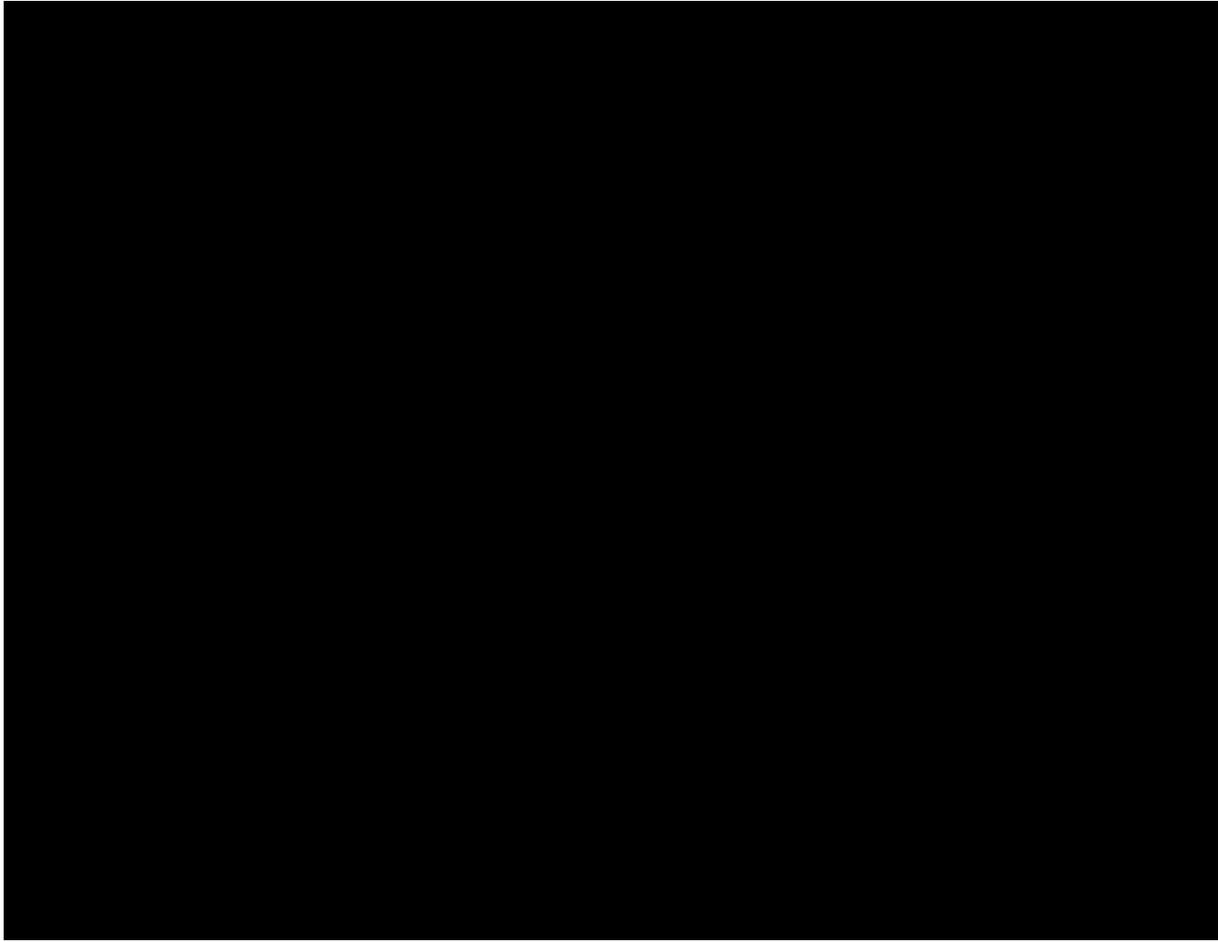
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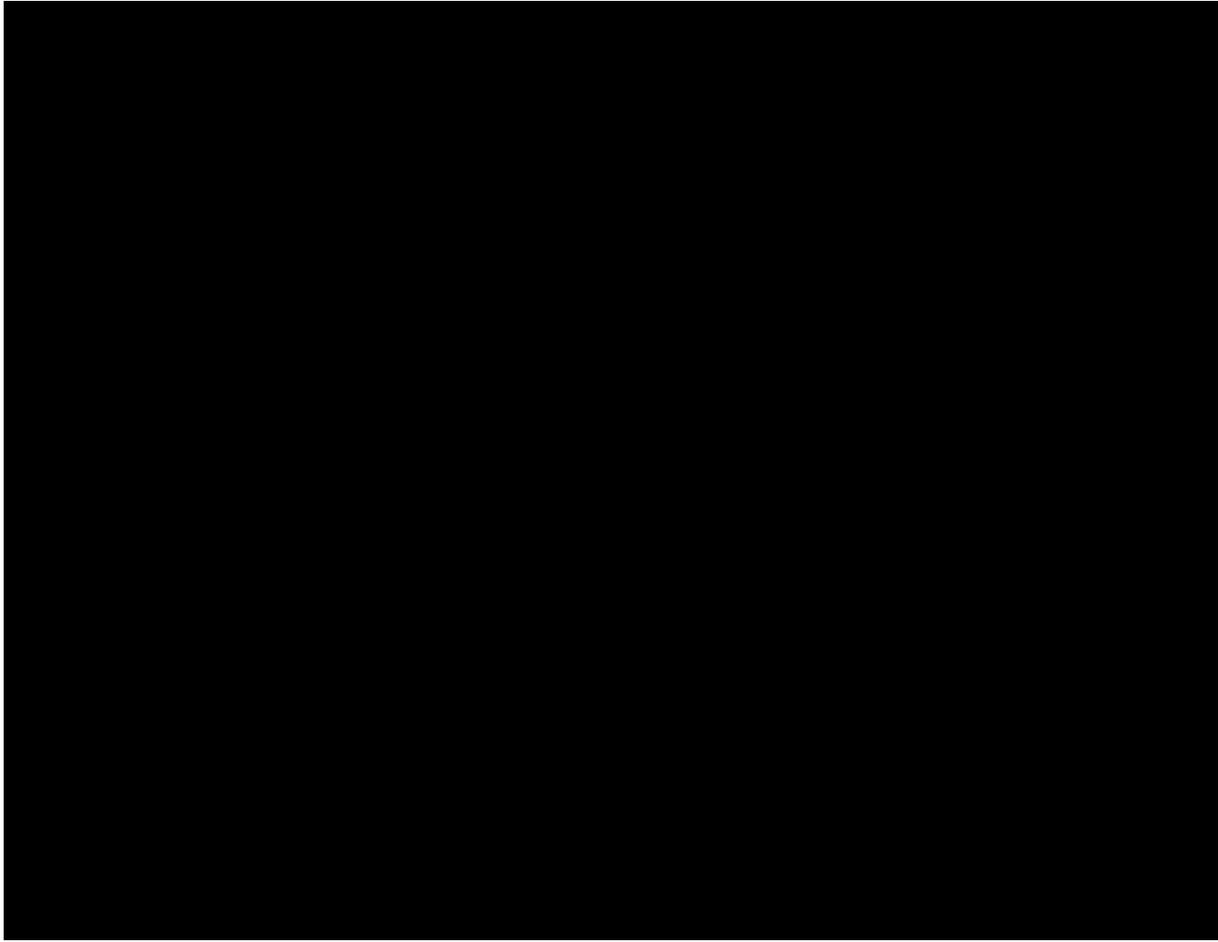
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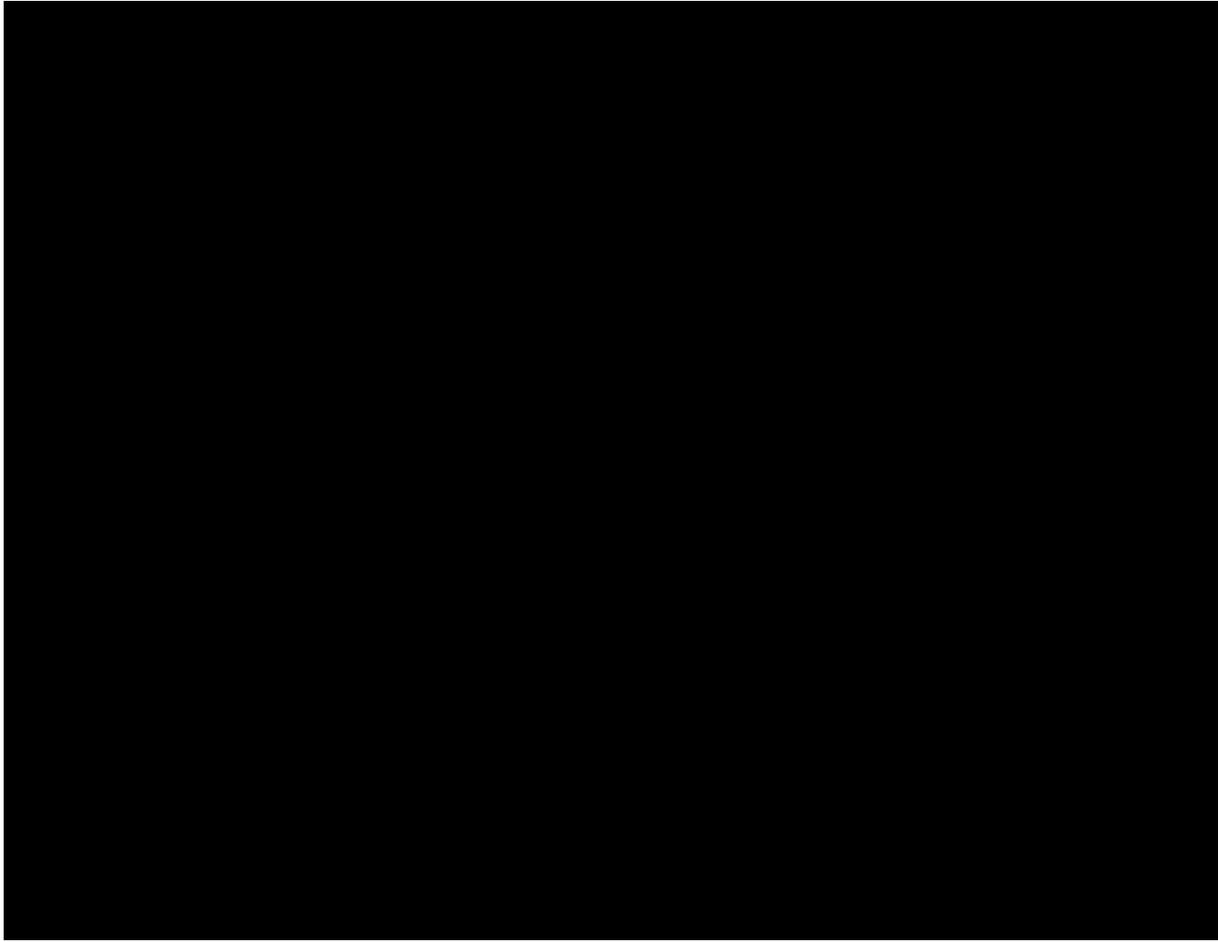
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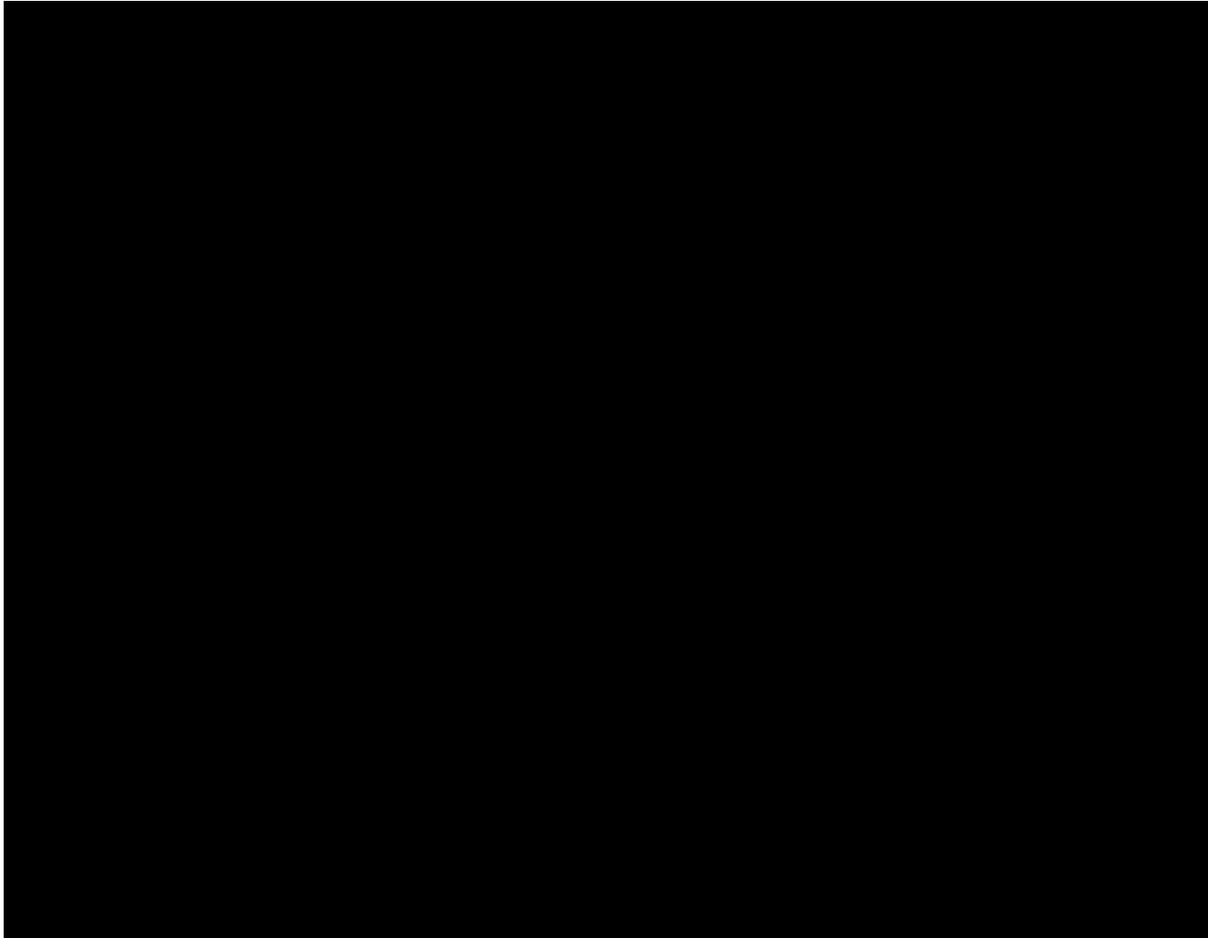
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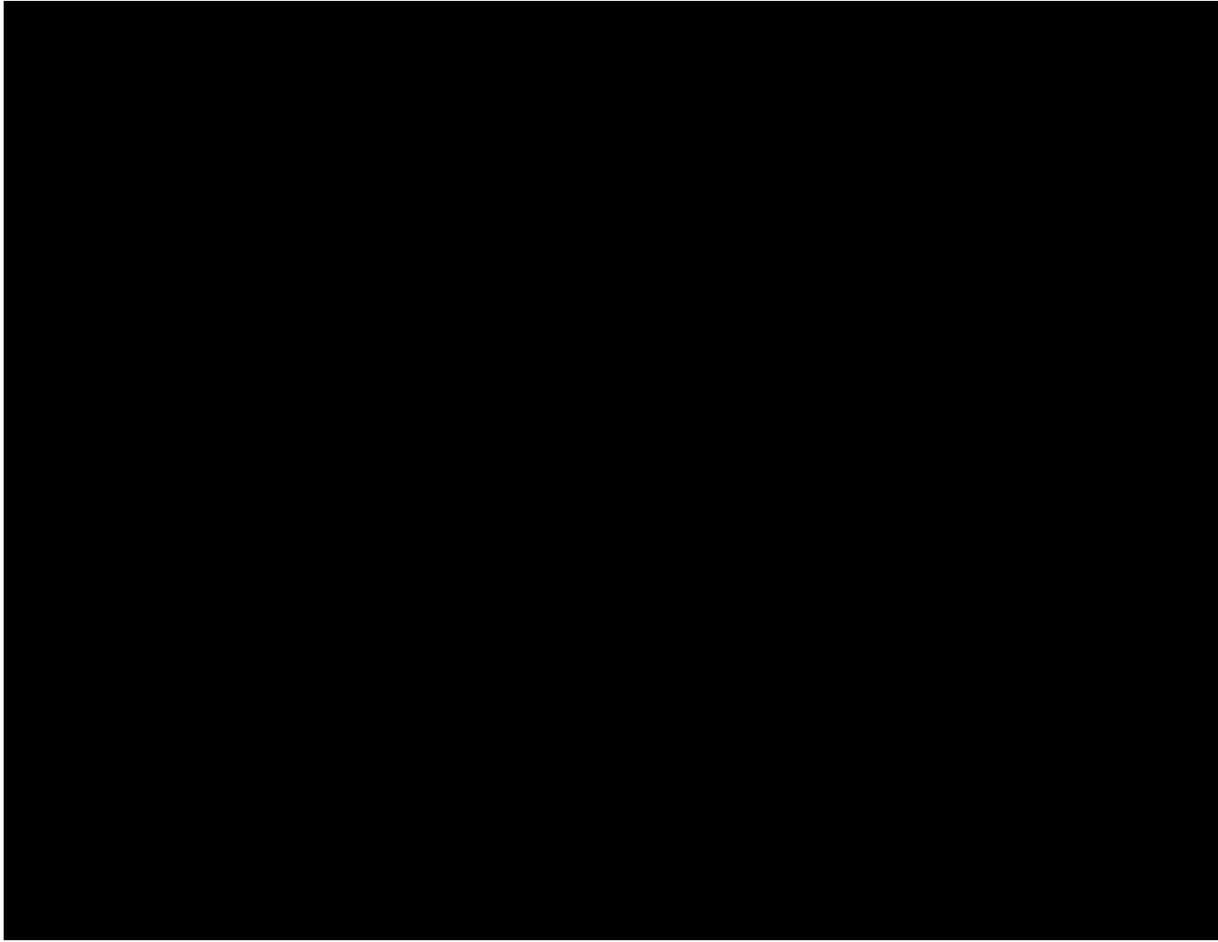
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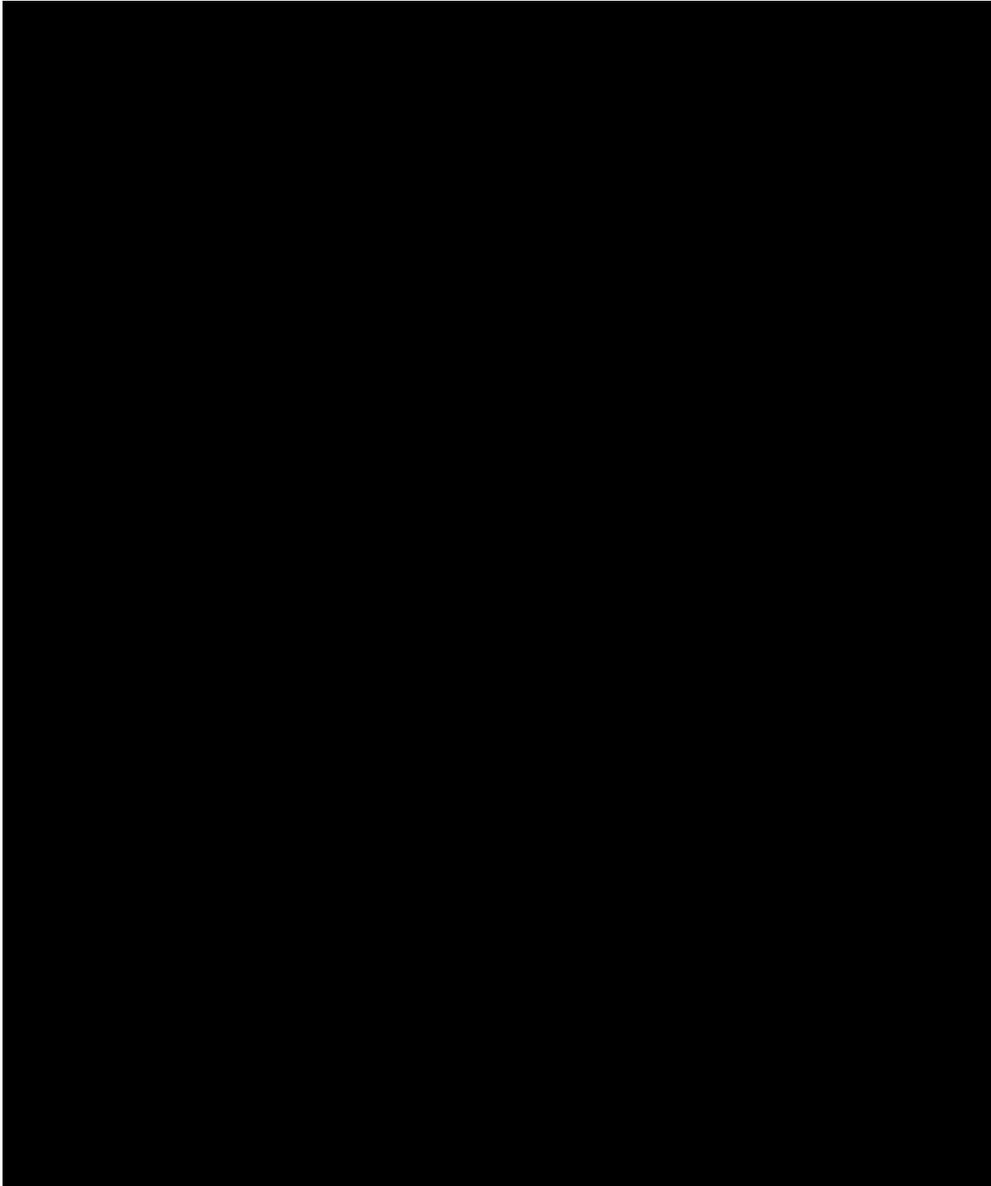
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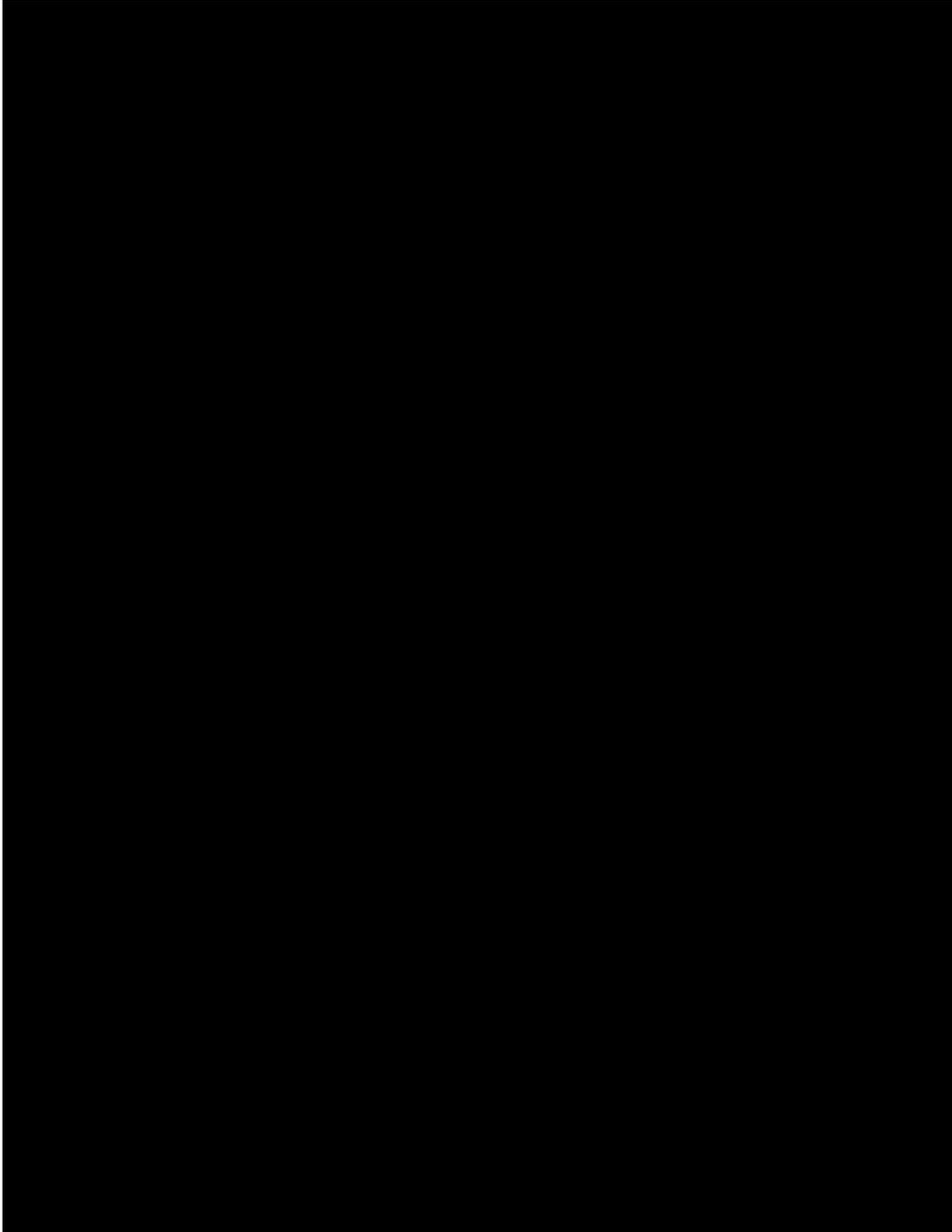
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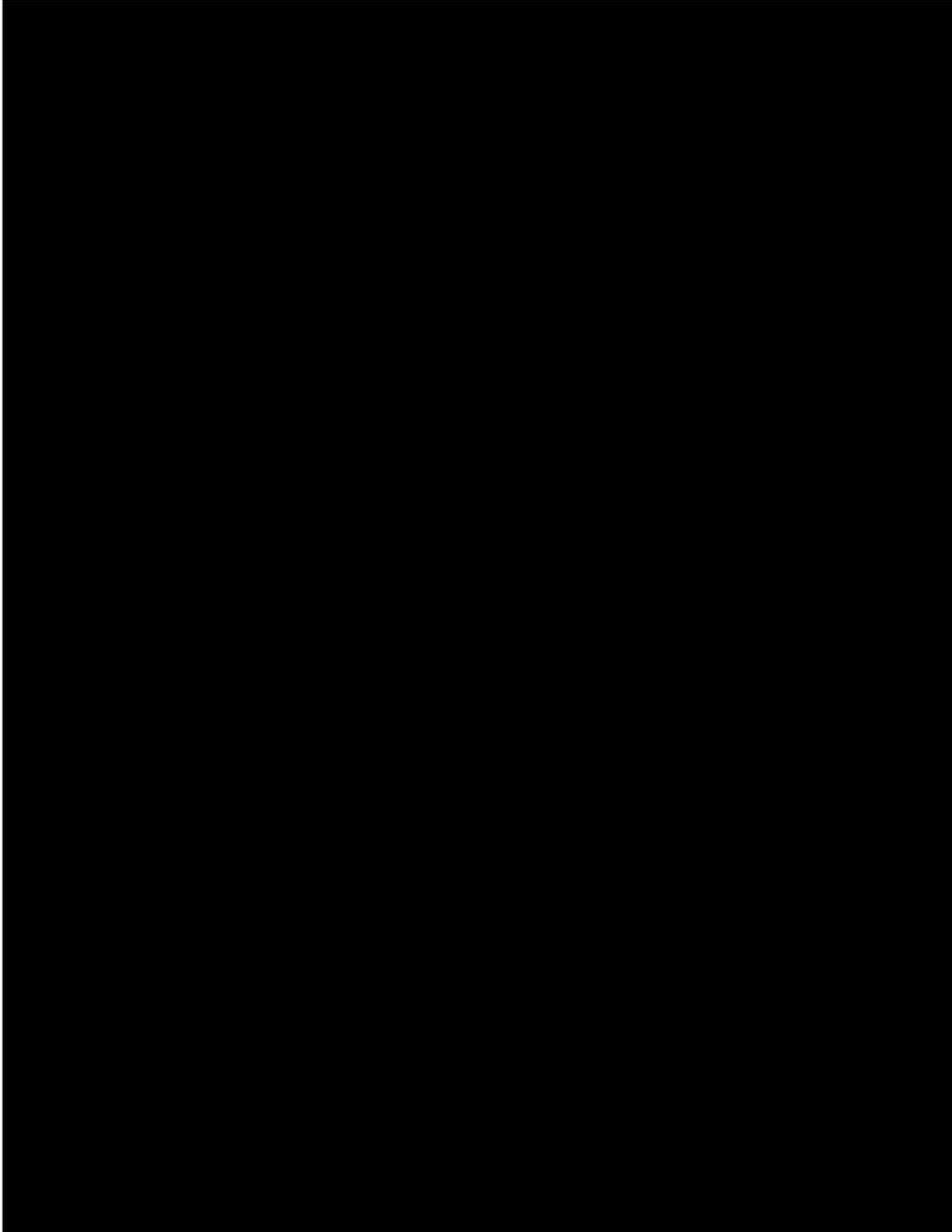
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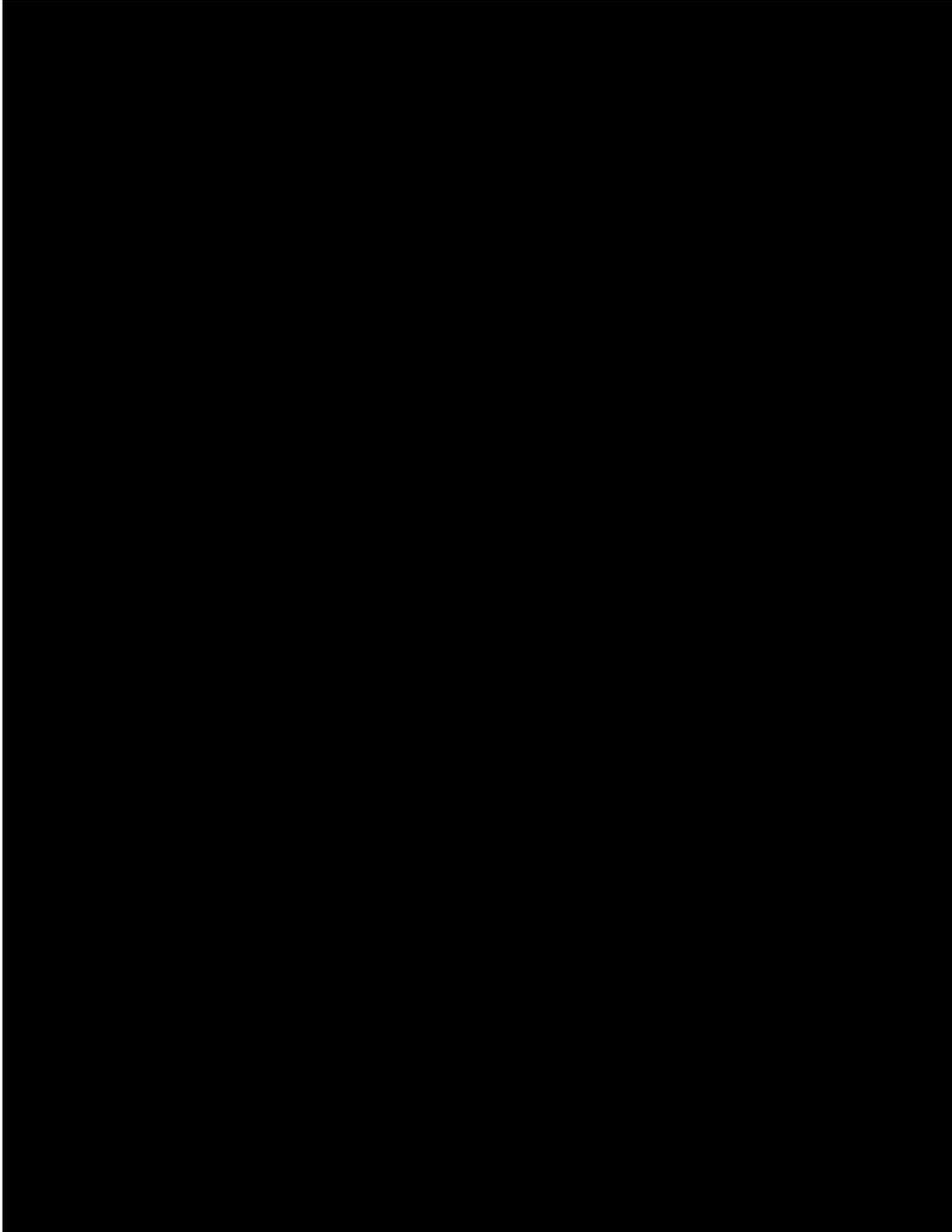
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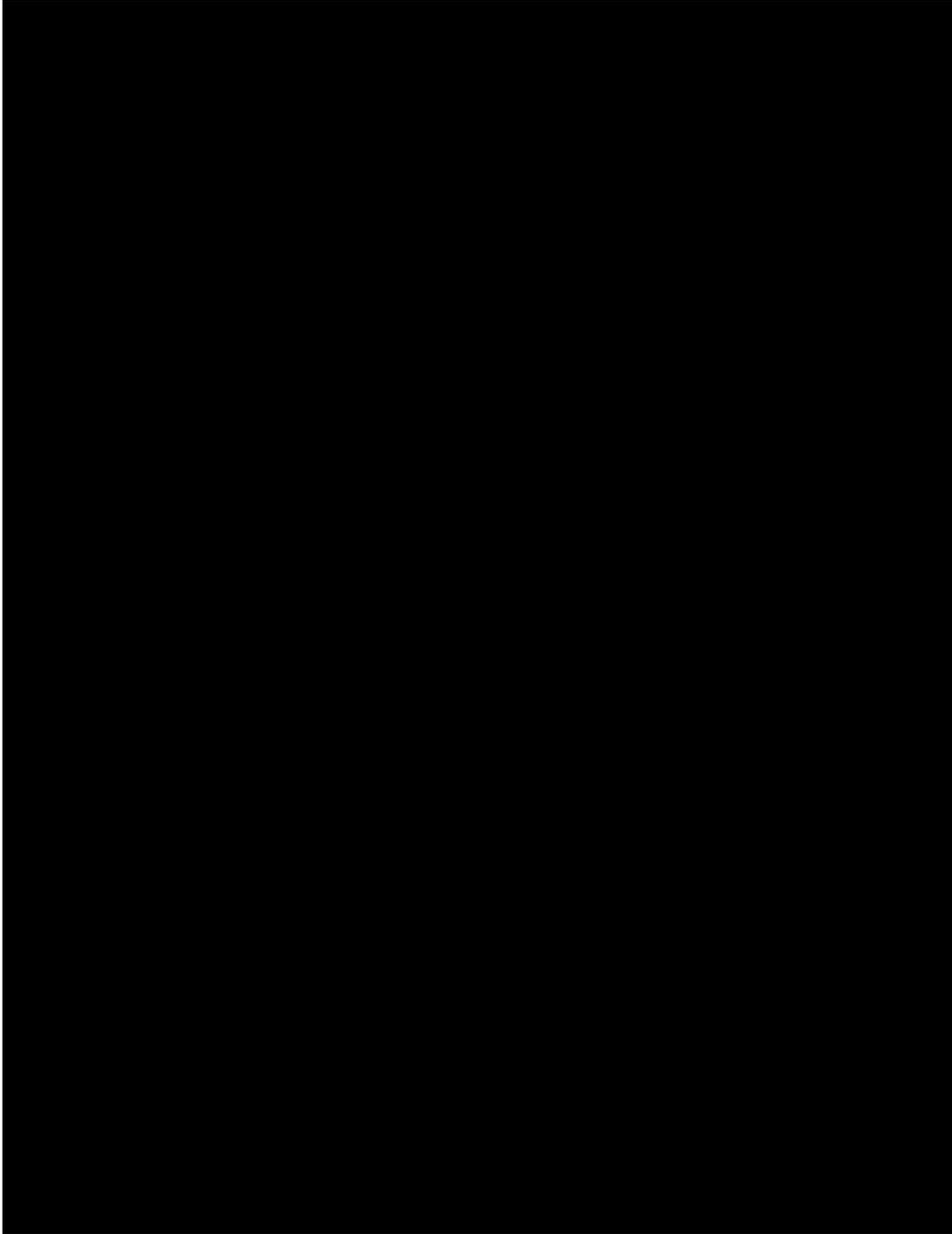
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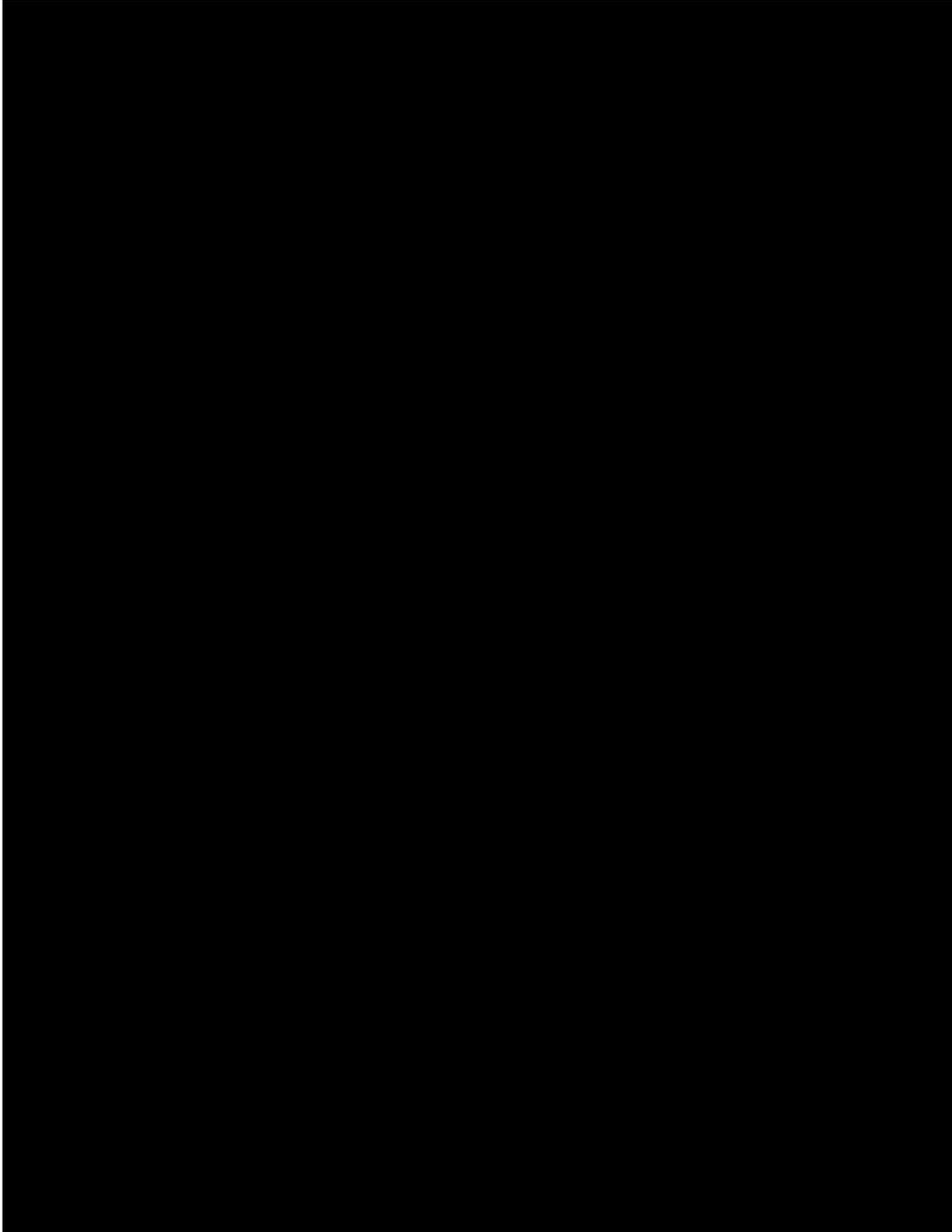
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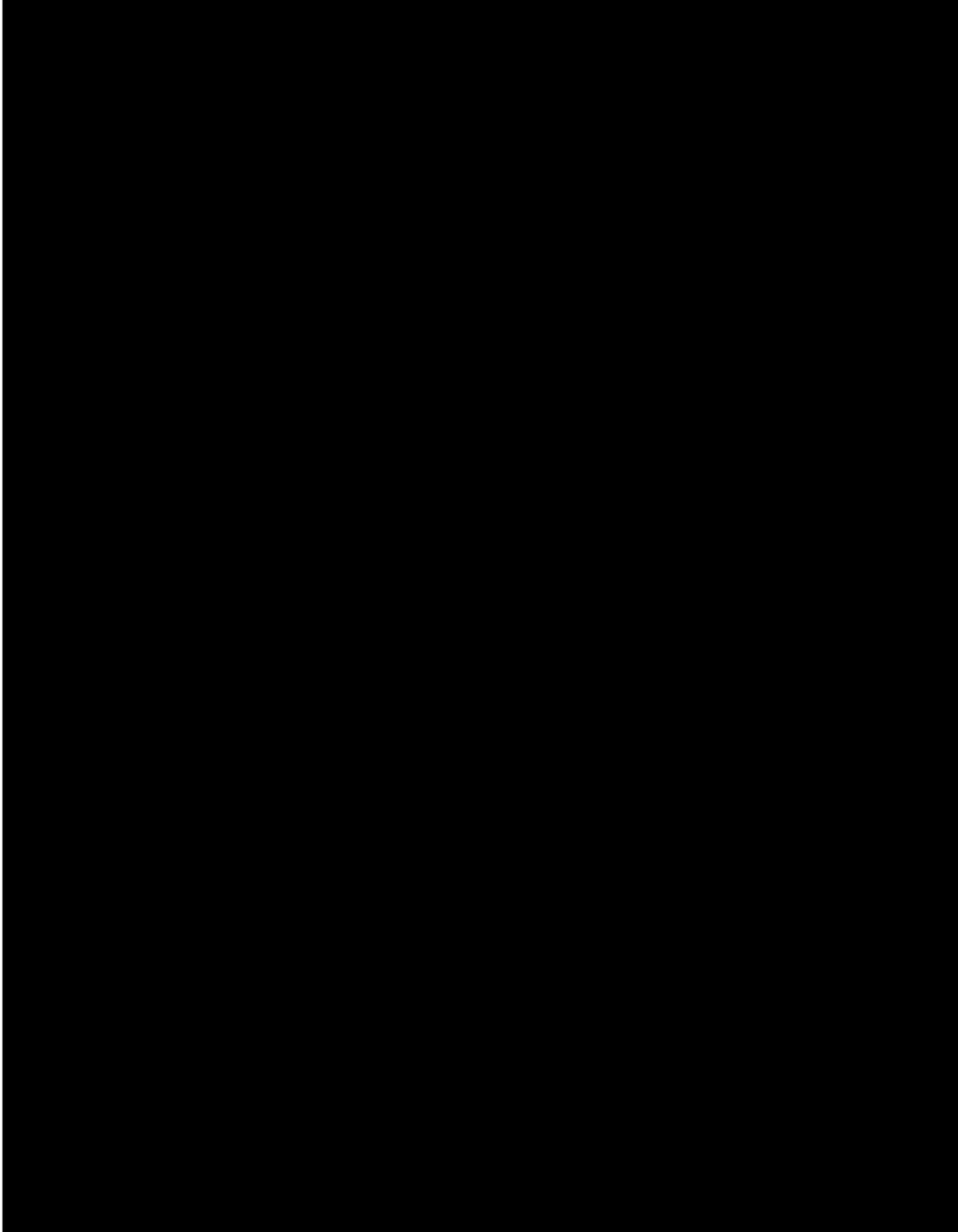
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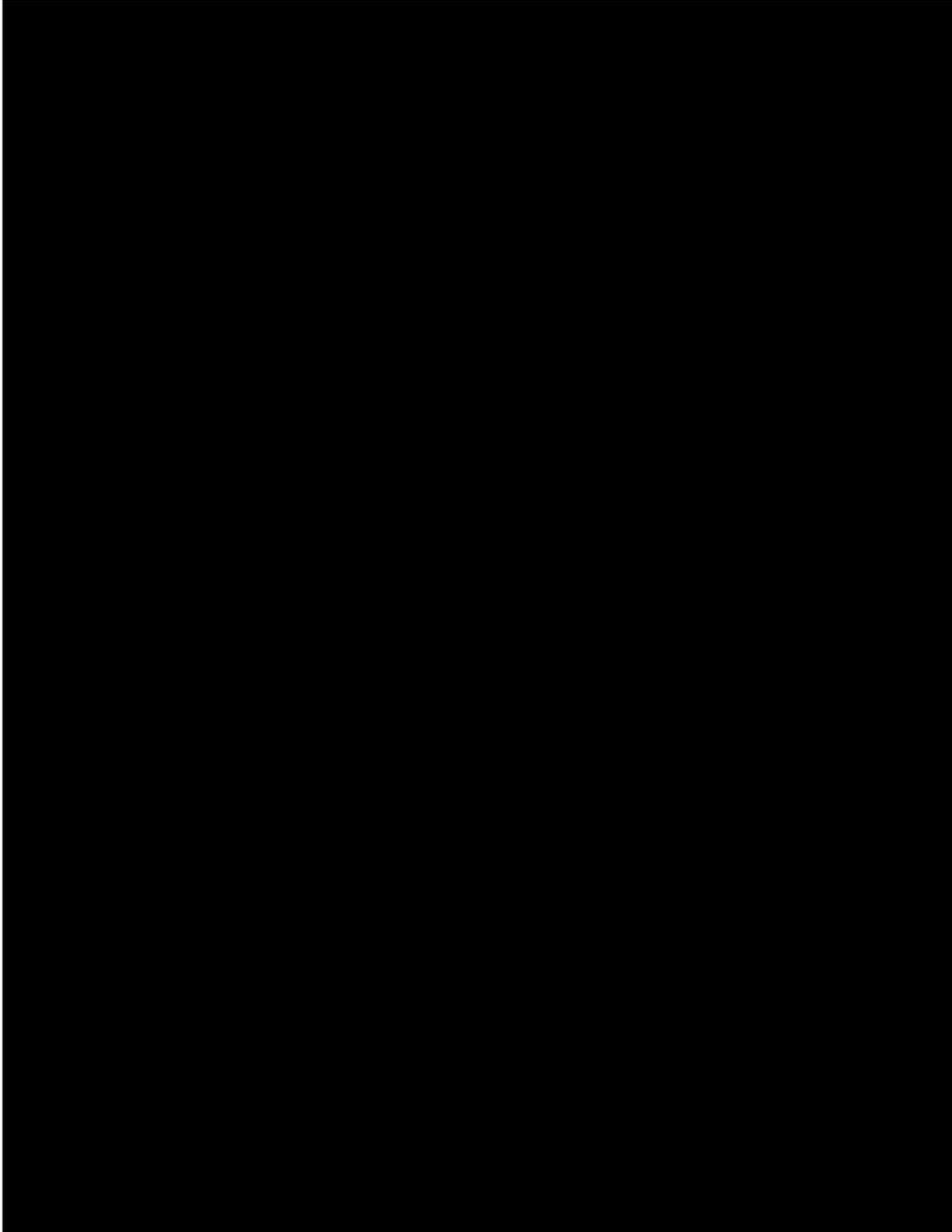
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