AQUARION WATER AUTHORITY
GENERAL TERMS and CONDITIONS
CONSULTING SERVICES

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1. DEFINITIONS.

All capitalized terms used herein, or elsewhere in the Agreement, shall have the meanings ascribed to them in this Article 1, unless such terms are otherwise defined in the Agreement. The terms "include(s)", "included" and "including" are used without limitation.

1.1 ACCEPTANCE**:** The Owner's determination that the Consultant has completed the Work in compliance with the Agreement requirements and satisfied the requirements as applicable, in Article 11 "REQUIREMENTS FOR ACCEPTANCE."

1.2 AFFILIATE: Any company or other business entity that (i) controls, (ii) is controlled by or (iii) is under common control with a Party or its parent. A company or other business entity shall be deemed to control a company if it has the power to direct or cause the direction of the management or policies of such company or other business entity, whether through the ownership of voting securities, by contract, or otherwise.

1.3 AGREEMENT: The collective term used to describe all documents comprising each agreement between the parties for the Work, including the Order, General Terms and Conditions, the Exhibits and Attachments to the General Terms and Conditions, Special Terms and Conditions (if applicable), Specifications, any items specifically incorporated by reference and/or issued (including any documents issued with respect to any change order, modification or amendment) or provided by Owner to Consultant in connection herewith, and any amendments to the foregoing agreed to in writing by the parties. If the Order that references this Agreement inadvertently also references standard terms, PO General Terms and Conditions Rev. 1 (04.02.15) ("PO GTCs"), such PO GTCs shall not apply or bind either party and shall be superseded by the terms of this Agreement.

1.4 BUSINESS DAYS: Any day other than Saturday, Sunday and days observed as legal holidays by the federal or state government applicable to the Owner's Site(s) of Agreement performance.

1.5 CONFIDENTIAL INFORMATION: Confidential and/or proprietary information of a Party to this Agreement. Owner's Confidential information includes written, oral, or electronic information and Information containing personal information, personal financial information, employee or customer information, personally identifiable information, protected health information, proprietary information or any other information provides to Consultant, including, without limitation, business plans, marketing strategies, bidding activities, commercial, technical and performance information, contracts, financial Information, research documentation, information about investors or any company or individual with whom Owner does business, information considered by Owner to be a trade secret and/or of a commercially valuable and sensitive nature or information that may otherwise be deemed confidential by law or regulatory agency, including Information described in Section 34.9 "CONFIDENTIAL INFORMATION". The parties intend that the designation of Consultant's Information as Confidential Information shall be limited to non-public financial information and other non-public information that has unique commercial value and was developed independently from the Work.

1.6 CONSULTANT: The entity issued an Order by Owner.

1.7 CONSULTANT RESOURCES: Consultant's and any Subcontractor's employees, contract employees, consultants, agents, and all other persons of entities employed by or under the control of Consultant or any Subcontractor.

1.8 CONSULTANT'S REPRESENTATIVE: The individual identified by Consultant with authority to act on behalf of Consultant in performance of the Agreement.

1.9 DIRECT ACTUAL COSTS: Reasonable direct expenses actually incurred, supported with adequate documentation, to perform a task.

1.10 ENVIRONMENTAL LAWS: Shall mean all applicable laws and any administrative or judicial interpretations thereof relating to: (a) the regulation, protection or use of the environment; (b) the conservation, management, development, control and/or use of natural resources and wildlife; (c) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (d) noise.

1.11 RESERVED.

1.12 AQUARION WATER AUTHORITY : Aquarion Water Authority Service Company, a Connecticut corporation, for itself or as agent for its Affiliates, dba Aquarion Water Authority .

1.13 FINAL ACCEPTANCE: Owner's written acknowledgement, determined in its sole discretion, that Consultant has completed all or a specified portion, if required or contemplated by the Agreement, of the Work in accordance with the requirements of the Agreement.

1.14 FINAL PAYMENT: That payment to be made to Consultant by Owner after Final Acceptance.

1.15 HAZARDOUS MATERIALS: The collective term used to describe (a) any petrochemical or petroleum products, oil, waste oil, asbestos in any form that is or could become friable, urea formaldehyde foam insulations, lead-based oil paint and polychlorinated biphenyls; (b) any products, mixtures, compounds, materials or wastes, air emissions, toxic substances, wastewater discharges and any chemical, material or substance that may give rise to liability pursuant to, or is listed or regulated under, or the human exposure to which or the release of which is controlled or limited by applicable Environmental Laws; and (c) any materials or substances defined in Environmental Laws as "hazardous", "toxic", "pollutant', or "contaminant", or words of similar meaning or regulatory effect.

1.16 INFORMATION: All intellectual property, computer software and documentation, studies, data, reports, documents, designs, plans, drawings, calculations, test results, Specifications, electronic communications and data, or other information, in whatever form or media. This includes any patents, trademarks, service marks, copyrights, or trade secrets or any devices, designs, methods, or written works developed or capable of being developed during the course of this agreement.

1.17 ORDER: The document issued by Owner for specific Work, which shall be a Purchase Order for any procurements by such Owner. Any PO GTCs that may be referenced in the Order shall be excluded from the Agreement to which these General Terms and Conditions are referenced or attached and are hereby deleted. Any additional or conflicting terms and conditions in Consultant's confirmation thereof, or Consultant's documentation, including invoices, are hereby expressly rejected and excluded from the Agreement, are inapplicable to the Agreement, shall not be considered part of the Order(s), and shall be of no force and effect.

1.18 OWNER: "Owner" shall mean Aquarion Water Authority or its affiliated company or companies listed in the "Furnish and Ship To" block on the face of the first page of the Purchase Order under which the Agreement is issued, or the Aquarion Water Authority Affiliate that has ordered the Work. Each Owner shall be solely responsible to Consultant for Work awarded by such Owner. No Aquarion Water Authority Affiliate that is not the Owner as to any particular Work awarded shall be jointly and severally liable for Owner obligations hereunder with respect to such Work.

1.19 OWNER'S REPRESENTATIVE: The individual identified by the Owner to be the Owner's primary contact and representative for matters relating to the Work.

1.20 PARTY: Each of Owner and Consultant

1.21 SERVICES: A specific service furnished by or on behalf of Consultant under the Agreement and as part of the Work. The Services are specified in the Agreement documents.

1.22 SITE: The location other than Consultant's facilities at which the Work is to be performed. The Site can include Owner's property, Owner rights of way, or other property not owned by Owner where Work is to be performed.

1.23 SPECIAL TERMS AND CONDITIONS: The Special Terms and Conditions, if any, attached hereto and made a part of the Agreement.

1.24 SPECIFICATIONS: The Work requirements, specifications or technical specifications, which may include instructions, scope or statement of work, written requirements for materials, equipment, construction, systems, standards, Information and workmanship for the Work and performance of Services, as provided, supplemental or revised from time to time by Owner.

1.25 SUBCONTRACTOR: Any subcontractor, independent contractor, licensor or supplier, at any tier, who furnishes materials, supplies, facilities and/or Services to Consultant to meet Consultant's obligations to perform Work under the Agreement.

1.26 WORK: The terms used to describe collectively, all materials, Information and Services as referenced in the Agreement documents, and all related duties, obligations and responsibilities undertaken or required to be undertaken by Consultant under the Agreement.

2. CONSULTANT'S BILLING RATES

Whenever Consultant performs Work on a time and materials basis (including but not limited to Work performed as a change or addition to the scope of Work described in the Agreement) Consultant shall be compensated at the billing rates set forth in the Order. Any adjustments to billing rates that are in compliance with Agreement terms must be provided to Owner for review and approval in the form of a new rate schedule in advance of any invoicing based on such new rates. Owner may reject any invoices which contain billing rates that are inconsistent with Owner's approved rate schedule on file.

3. TERMS OF PAYMENT

3.1 Owner shall pay all undisputed charges indicated in properly itemized and supported invoices for Work performed by Consultant and Accepted by Owner in accordance with the terms of the Agreement, within thirty (30) days after receipt of invoice by Owner. If Owner disputes a portion of an invoice, at Owner's request Consultant shall submit a revised invoice for the undisputed amount and Owner shall pay such undisputed portion within thirty (30) days after receipt thereof. Upon Owner's request, Consultant shall provide documentation regarding un-vouchered liabilities including: a) the estimated dollar amount of all Work performed but not invoiced for that month or previous months, and b) any invoice submitted but not yet paid. Documentation must include Owner's Order number and, if applicable, release number.

3.2 Consultant must invoice for Work in a timely fashion and within the period specified by Owner. Subject to Owner's invoicing instructions, Contractor shall issue its final invoice to Owner within one hundred eighty (180) days of the completion of the Work being invoiced

3.3 Each invoice shall (a) be certified in writing as correct by Consultant's Representative; (b) be itemized (with reasonable detail and supporting documentation for any authorized reimbursable expenses in excess of $25.00 per receipt) to fully describe each element of cost charged to Owner and any negotiated early payment discounts and (c) if applicable, contain a certification acceptable to Owner to the effect that all Subcontractors have been paid in full for completed Work as reflected in the immediately preceding invoice. For time and material Work, Consultant shall bill in accordance with Owner's billing instructions.

3.4 Owner may withhold payment of all or part of any invoice to such extent as may be necessary to protect itself from loss caused by: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant and/or Owner in connection with the Work; (c) failure of Consultant to make payments properly to Subcontractors for material, labor or equipment; (d) reasonable indication that the unpaid balance is insufficient to cover the cost to complete the Work; (e) reasonable indication that the Work will not be completed within the Agreement schedule; (f) unsatisfactory performance of the Work by Consultant; (g) failure of Consultant to perform any of its obligations under the Agreement; or (h) failure of Consultant to pay any amounts due Owner. Owner shall notify Consultant of the grounds for any withholding, and when the above grounds are removed, or Consultant provides performance assurance satisfactory to Owner that will protect Owner for the amount withheld, payment will be made of the amounts withheld. When deemed reasonable by Owner, Owner may use such funds to rectify the situation causing the withholding of funds.

3.5 To the extent permitted by law, Owner shall have the right to set-off against any sums due Consultant under the Agreement any claims Owner may have against Consultant under the Agreement, or under any other contract between Owner and Consultant, or that Owner may otherwise have against Consultant without prejudice to the rights of the parties with respect to such claims. In the case of Work incorrectly performed or incomplete, an equitable deduction from the Agreement price may be made.

3.6 Except for Work performed at a fixed price, Consultant shall make available to Owner during the Work and for a period of three (3) years following Final Acceptance of all Work, all source documents necessary to verify the elements of all billable charges, including but not limited to: each worker's name, charge classification, and hours worked; computer usage summaries; and original documentation of all reimbursable expenses (e.g. receipts for travel, business expense and employee expense). Upon five (5) business days prior notice by Owner, this information shall be available for audit by Owner during normal business hours, at Consultant's principal office or at any other location agreed to by the parties.

3.7 RESERVED

4. TAXES.

4.1 Taxes on Owner’s Purchases from Consultant. Consultant’s price(s) and any Billing Rates that apply under the Agreement include all tariffs, imports or similar duties but exclude any and all present and future Federal, state, county, municipal or other jurisdiction’s sales, use, excise or other taxes that may apply to the Work and Owner’s purchase of the Work and any applicable present and future Federal, state, county, municipal or other jurisdiction’s sales, use, excise or other taxes shall be included in invoices and separately identified and itemized. The Owner shall provide any applicable tax exemption certificates to the Consultant upon the Consultant’s request.

4.2 Taxes on Consultant’s Purchases. If Owner informs Consultant that Owner has a tax exemption certificate or a direct pay permit that applies to a specified portion of the Work, Consultant shall notify its Subcontractors and suppliers that their Services performed for, materials supplied for Consultant’s use in, and/or Equipment supplied for installation as part of the specified "tax exempt portion" or "direct pay portion" of the Work are either exempt from sales and use taxes or Owner pays such taxes directly. Consequently, these Subcontractors and suppliers should not collect such taxes from Consultant and Consultant’s prices and Billing Rates to Owner should reflect such tax exemption or Owner's direct payment on Consultant’s purchases from Subcontractors and suppliers for the tax exempt or direct pay portion of the Work. Subcontractors and suppliers providing Services, materials and or Equipment for any portions of the Work that are neither tax exempt nor direct pay shall apply any normally applicable sales or use taxes to such "normal tax" portions of the Work and Consultant's prices and Billing Rates will be deemed to include any and all applicable taxes on such normal tax portions of the Work. If Owner does not inform Consultant

that it has a tax exemption certificate or a direct pay permit that applies to a portion of the Work, Consultant should presume that its purchases from Subcontractors and suppliers associated with the Work are subject to any applicable sales and/or use taxes on such purchases and Consultant will be deemed to have included any and all applicable taxes on its purchases from Subcontractors and suppliers in the prices and Billing Rates stated in the Agreement provided that any Billing Rates using markup percentages will not apply to taxes paid for such purchases.

4.3 Income, Property and Payroll Taxes. Notwithstanding any provision of the Agreement, Owner shall not be required to pay or reimburse Consultant for any taxes levied against Consultant's income, property or payroll.

4.4 RESERVED.

5. CHANGES AND ADDITIONS.

5.1 Either Party may request changes or additions to the Work by submitting a written request to the other. Changes requested by Consultant shall not, however, be implemented until approved in writing by Owner. All changes shall be made in accordance with approved Owner procedures included in the Agreement documents or otherwise provided to Consultant.

5.2 Owner shall have the right to require Consultant to delete from, change or add to the Work, in each case to the extent that any such deletions, changes, additions or other alterations are of the character described in the scope of Work, and to the extent such deletions, changes or additions are within the general expertise of Consultant Resources performing the Work. If such deletions, changes or additions are scheduled to be completed by or within six (6) months following the then-scheduled completion date for the Work as specified in the Agreement, such Work shall be performed at Consultant's time and material rates in effect for the Agreement, unless the parties agree in writing to another method of compensation.

5.3 If a deletion, change or addition will increase or decrease the cost or time required to complete the Work, the Party requesting the change or addition will set forth in its request the appropriate adjustment to compensation or completion deadlines. Written acceptance by the Party receiving the request for change or addition shall be a binding resolution between parties of the issues set forth in the request.

5.4 At no time shall the Work be delayed by Consultant due to a dispute between the parties concerning the cost or time required to accomplish a deletion, change or addition requested by either Party.

5.5 Consultant shall not commence or undertake any portion of any Work for which it contends that any extra compensation or schedule adjustment is or will be owed or due or payable, without prior written authorization from Owner, and such authorization shall be required for payment of any extra compensation to, or adjustment of any schedule requirement for the benefit of, Consultant. In all instances, Consultant shall orally notify the Owner's Representative of any circumstances that could result in a change in the scope of the Work (or a claim therefor) as soon as possible after the occurrence of the event or incident, and in writing within twenty-four (24) hours after such occurrence. Thereafter, Consultant shall submit to Owner appropriate detailed supporting documentation, justifying the basis for the claim, within ten (10) Business Days after the date of the event or incident giving rise to such claim. Without relieving Consultant of its obligations hereunder, any claims by Consultant for increased compensation or extension of completion deadlines shall be irrevocably waived and released unless Consultant provides such immediate oral notice and twenty-four (24) hour written notice and thereafter submits such detailed supporting documentation for the claim to Owner within such ten (10) Business Day period.

6. INFORMATION.

6.1 If Consultant is required to provide Information, complete and accurate Information shall be submitted in sufficient time for review and approval by Owner prior to starting Work affected by such documents. All Work shall conform to the details shown on Information approved by Owner.

6.2 Once Information has been approved by Owner, Consultant shall not make any changes in Information without the prior written approval of Owner.

6.3 Consultant shall immediately notify Owner and request additional instruction whenever Owner-provided Information is found to be unclear, incorrect or conflicting. Consultant shall not undertake any Work based upon such Information until such discrepancy has been resolved by Owner.

6.4 Preliminary, certified for manufacture, certified for construction and as-built drawings shall be submitted to Owner for approval in the form requested by Owner. Any drawing shall be produced in accordance with any Specifications and acceptable industry practices and shall be legible such that Owner is able to clearly distinguish all characters and lines.

6.5 For Work that includes Information that is not prepared exclusively and solely for Owner, Consultant shall retain title to any such Information (excluding any portion thereof that contains Owner's Confidential Information) that is subject to Consultant's patents, copyrights, trademarks, service marks, intellectual property rights or proprietary interests provided that Owner shall have unrestricted and non-exclusive rights and license to use such Information. For Work that includes Information that is prepared exclusively and solely for Owner, all such Information is the proprietary Information of Owner and shall be subject to the requirements applicable to Owner's Confidential Information as set forth in Article 34 "CONFIDENTIAL INFORMATION" herein, whether or not each such document is so identified.

6.6 Consultant shall be responsible for the completeness and accuracy of the Information it provides and shall correct, at its expense, all errors or omissions therein. Without limitation of any and all other rights and remedies available to Owner, the reasonable cost necessary to correct matters attributable to such errors shall be chargeable to Consultant.

6.7 Consultant shall provide Owner with all Information necessary for Owner's use and understanding of the Work and the installation, operation, maintenance and repair thereof, and to allow Owner to satisfy any legal process, or any filing or disclosure requirement required under law or regulation or requirement of a governmental body. Except for Information deemed to be proprietary to Consultant under the terms of the Agreement, and except as set forth in this Article 6, all Information supplied or delivered to Owner pursuant to the Agreement shall be the property of Owner. Consultant may retain for its records only, copies of any Information furnished to Owner, and unless otherwise agreed to by the parties, shall treat such Information in accordance with the requirements applicable to Owner's Confidential Information.

6.8 Consultant shall keep such full and detailed accounts for proper financial management under this Agreement as Owner may reasonably request. Consultant shall also promptly provide other information, copies of such reports, and other information reasonably requested at no cost to Owner.

7. ELECTRONIC DELIVERY OF INFORMATION.

Owner and/or Consultant may agree to exchange business data or information electronically using a point-to-point connection or a value-added network either directly or through a third-party E-Business provider (collectively, "E-Business"). The parties recognize and agree that the electronic transmission of information, including attachments, and access to E-Business systems by Owner employees, cannot be guaranteed to be secure from third party interception, error free or free from viruses or other damaging computer code, and that such information could be intercepted, corrupted, infected, lost, destroyed or incomplete, or otherwise be adversely affected during transmission or harmful to the recipient's computer system. Owner and Consultant have each taken steps within their organization to reduce the foregoing risk, consistent with the industry practices; however, there can be no assurance that outgoing E-Business is free of the foregoing faults or that engaging in E-Business will not create any harm to electronic systems. If Consultant

agrees to transmit information or documents relating to this Agreement using E-Business, Consultant shall be deemed to have accepted and be bound by the terms of this Agreement.

8. DELAYS.

8.1 Schedule Commitment/Notice of Delay. Time is of the essence with respect to the performance of the Work. Each Party shall give the other prompt written notice of any circumstances that may delay performance of the Work including any Force Majeure (as defined in Section 9.1). Consultant shall notify Owner's Representative of any such circumstance orally as soon as possible after such circumstance occurs and in writing within twenty-four (24) hours after the occurrence of such circumstance. Consultant shall record the cause of any resulting delay and the time lost in its reports and in its time sheets and shall submit such reports and time sheets to Owner's Representative.

8.2 Delays in Performance for Reasons Other Than Force Majeure.

8.2.1 Owner may at any time request Consultant to delay performance, fabrication or delivery of all or any portion of any Work to be provided under the Agreement. Consultant shall use its best efforts to accommodate such delay. However, if Consultant is unable to accommodate all or a portion of Owner's request, it shall notify Owner in sufficient time for Owner to take alternative measures.

8.2.2 RESERVED.

8.2.3 If Work or any portion thereof is ready for performance, but performance is delayed beyond the scheduled performance by Owner, the parties will use good faith efforts to negotiate a change order to address the Work schedule and any Direct Actual Costs resulting from such delays.

8.2.4 Consultant shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to acts or omissions of Consultant or any Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to placing Consultant Resources on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the provision of Services, necessary to complete the Work within the time set forth in the Agreement.

8.3 RESERVED.

8.4 RESERVED.

9. FORCE MAJEURE.

9.1 Neither Party shall be liable to the other for loss or damage resulting from any delay or failure of a Party to perform its contractual obligations due to conditions or circumstances which are beyond that Party's control, including: acts of God; war; acts of a public enemy; riot; civil commotion, sabotage; Federal, state or municipal action, inaction or regulation; strikes or other labor troubles (excluding those involving such Party's employees); fire; flood; accidents; epidemics; quarantine restrictions; embargoes; damage to or destruction in whole or in part of office equipment or manufacturing plant, to the extent such facilities are necessary to proper performance of the Party's obligations under any Agreement and alternate facilities are not reasonably available; and inability to obtain raw material, labor, fuel or supplies; provided however, that such failure or delay is not caused by that Party's failure to satisfy its obligations under the Agreement or could not have been prevented by reasonable precautions taken by the non-performing Party, or could not reasonably be circumvented by the non-performing Party through the use of alternate sources or plans or other means.

9.2 Force majeure shall extend the time for Consultant's performance to the extent such condition directly

affects completion of Work. Consultant shall use its best efforts to reschedule its Work to mitigate the effect of such condition and to eliminate such condition as soon as possible. If the Work falls behind schedule due to a Force Majeure, Owner may direct Consultant to accelerate the Work by whatever means Owner may deem necessary, including subcontracting Work or working additional hours or shifts, and Owner shall pay Consultant for the agreed Direct Actual Costs incurred by Consultant in connection with any such directed acceleration.

9.3 Neither this Article nor any other provision of the Agreement shall excuse the non-performance or delayed performance of Consultant due to any failure of the Consultant to prepare for the Work or due to any commercial impracticability experienced by Consultant, including market changes, increased costs or insufficient money or other resources.

10. INSPECTION.

10.1 RESERVED.

10.2 Consultant shall provide Owner timely notice of the date of all tests affecting the Work and test results and provide Owner timely delivery of intermediate or draft Work, as required. Owner's approval of Work shall in no way reduce or modify Consultant's obligations to meet performance and other requirements of the Agreement. By such approval, Owner in no way assumes any part of Consultant's responsibility for the satisfactory performance of Work.

10.3 Owner shall have the right to inspect the status of all Work at any time. No Acceptance of Work shall be construed to result from such inspections by Owner.

10.4 RESERVED

11. REQUIREMENTS FOR ACCEPTANCE.

Acceptance of Work shall be conditioned upon Consultant submitting to Owner's Representative the following:

11.1 RESERVED.

11.2 properly executed, unconditional waivers or releases of lien from Consultant and all Subcontractors, conditioned upon payment, who provide labor, materials, equipment or supplies for the Work;

11.3 evidence of satisfactory completion of Work;

11.4 all Information required under the Agreement; and

11.5 Return of all property provided by Owner.

12. PARTIAL COMPLETION AND ACCEPTANCE.

If at any time prior to Acceptance as referred to in Article 11 "REQUIREMENTS FOR ACCEPTANCE", any portion of the Work has been completed and if Owner determines that such portion of the Work is of value, Owner will, if applicable, issue to Consultant a certificate or other written acknowledgement of partial completion. Upon the issuance of such certificate or other written acknowledgement, or at any time thereafter, Owner may take over and use the portion of the Work described in such certificate and may exclude Consultant therefrom. The issuance of a certificate of partial completion or other written acknowledgement will not release the Consultant from any obligations under the Agreement unless such prior use delays the Work or increases its cost. In this event, the Consultant will be entitled to extra compensation or extension of time, or both, as Owner may determine.

13. SUSPENSION OF WORK.

Owner may at any time suspend the Work or any part thereof upon oral notice to Consultant. Such oral notice shall be confirmed in writing by Owner. The Work shall be resumed by Consultant promptly

after written notice from Owner to Consultant to do so. Owner will make payment for all Work completed and accepted by Owner as of the suspension date, in accordance with the agreed payment rates and milestones.

14. TERMINATION FOR CAUSE.

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

14.1.1 insolvency of Consultant;

14.1.2 filing of a voluntary petition in bankruptcy by Consultant;

14.1.3 filing of an involuntary petition in bankruptcy against Consultant;

14.1.4 appointment of a receiver or trustee for Consultant;

14.1.5 execution by Consultant of an assignment or any general assignment (other than an assignment undertaken in connection with a financing) for the benefit of creditors;

14.1.6 commencement of any legal proceeding against Consultant that, in Owner's opinion, may interfere with Consultant's ability to perform in accordance with the Agreement; or

14.1.7 Consultant consolidates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and/or sells, assigns or otherwise transfers the Agreement; in each case without Owner's advance written consent.

14.2 If Consultant fails to diligently perform the Work in accordance with the Agreement or if Consultant otherwise breaches any of the terms of the Agreement, in addition to Owner rights set forth in Section 14.1 above, and Section 25.7 regarding safety or environmental violations, Owner shall have the right without any liability being owed thereby by Owner to Consultant, upon giving Consultant written notice of default and allowing Consultant a period of five (5) Business Days, or such other period as may be agreed upon by the parties or as may be determined by Owner to be necessitated by exigent circumstances, to remedy such deficiency, and such default not being completely remedied, to: cancel the Agreement in whole or in part upon giving written notice to Consultant; and to complete the Work itself or to have the Work completed by another entity, with any additional cost associated therewith being the liability of the Consultant.

14.3 Upon receipt of any notice of termination as described in Section 14.1 or Section 14.2 above, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders.

14.4 Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work and/or contract rights of Consultant relating to the Work, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

14.5 In the event any termination under this Article 14 is subsequently determined pursuant to the dispute resolution process set forth in Article 39 “DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION”, to have been made without cause, such termination shall be deemed a Termination for Convenience under Article 15 hereof.

15. TERMINATION FOR CONVENIENCE.

15.1 Owner shall have the right to terminate and/or cancel the Agreement or all or any portion of the Work for any reason, or for Owner's convenience, and at its sole and exclusive discretion, upon at least one (1) day's prior written notice to Consultant, and the Agreement, or all or any portion of the Work, as the case may be, shall terminate and/or be cancelled on the effective date specified in Owner’s notice. Upon such effective date, Consultant shall immediately cease Work, commence demobilization of any affected Consultant Resources, and, if requested by Owner, promptly remove from the Site all materials and equipment which have not been either fully or partially paid for by Owner. Consultant

shall promptly settle the liabilities and claims arising out of the termination of subcontracts and orders and shall use its best efforts to minimize any associated costs. After termination, Consultant shall cooperate with Owner to the fullest extent for the purpose of allowing Owner or its designee to fully perform all functions previously performed by Consultant under the Agreement.

15.2 Upon Owner's request, Consultant shall promptly transfer title and deliver to Owner completed or partially completed Work (including Information or other work product related to the Work) and/or contract rights of Consultant relating to the Work for which Owner has made payment, and Consultant shall execute and deliver such documents and take all such actions as Owner may require for the purpose of vesting in Owner such ownership, rights and benefits of Consultant with respect to the Work.

15.3 In the event of a termination under this Article 15, except as otherwise expressly agreed to in writing by the parties, Owner shall pay for the Work completed in compliance with the Agreement through the effective date of termination.

16. OWNER'S REPRESENTATIVE STATUS.

Owner's Representative will perform inspection of the Work and has the authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Agreement. He/she also has authority to reject any and all Work that does not conform to the Agreement and to decide questions that arise in the execution of the Work. Owner's Representative will make decisions in writing within a reasonable time on all claims of Consultant and on all other matters relating to the execution and progress of the Work or interpretation of the Agreement documents.

17. CONSULTANT'S SUPERVISORY DUTIES.

17.1 Prior to commencing any Work, Consultant shall identify to Owner a Consultant's Representative authorized to receive all communications from Owner, provide all approvals or authorizations required from Consultant and act on behalf of Consultant in all matters concerning the Work. Owner reserves the right to require the removal and replacement of Consultant's Representative for any reason.

17.2 Consultant shall efficiently and continuously supervise its Consultant Resources required to complete the Work. Consultant shall be fully liable for the acts and omissions of Consultant Resources. Consultant shall provide an adequate and competent supervisory staff throughout the course of the Work.

17.3 Consultant shall at all times enforce strict discipline and good order among Consultant Resources and shall not employ any unfit person or anyone not skilled in the tasks assigned under the Agreement. Owner shall have the right to request that Consultant remove and replace (at no cost to Owner) any person determined by Owner in its discretion to be unqualified or unfit to perform the Work, in which case Consultant shall do so (including reassignment to work other than for Owner and/or Owner Affiliates to the extent allowable under Consultant's labor agreement(s) and Law).

17.4 In the event Consultant Resources are given access to any of Owner's computer systems or equipment or Owner Information (including, without limitation, Owner's Confidential Information), Consultant agrees not to use Owner's systems or equipment or such Owner Information for any purposes other than that contemplated in the Agreement. Consultant further agrees to keep confidential any Information it obtains in the course of performing Work under this Agreement and to utilize data security systems and procedures approved by Owner and compliant with Owner's IT Security Requirements and applicable law. Consultant agrees to cause its Consultant Resources to comply with applicable provisions of Owner's IT Security Requirements and policies and applicable laws and regulation.

17.5 For any Services to be performed on any Site, within five (5) Business Days of Owner's request, Consultant shall provide to Owner, the names, classifications and job locations of Consultant

Resources. Owner's requests and/or reviews concerning any Consultant Resources shall not be construed in any manner as creating any employment, contractual or other relationship between Owner and such person, or otherwise granting Owner control over such person and/or the performance of the related Work.

17.6 Consultant shall, subject to Owner approval, designate certain Consultant Resources as key personnel with respect to the Work. Consultant shall not remove, replace, or reassign such designated key personnel without the prior written consent of Owner, which shall not be unreasonably withheld.

17.7 **THIS SECTION IS APPLICABLE ONLY TO DISTRIBUTION OR TRANSMISSION SERVICES ON SITES**. In addition to the requirements of Section 17.5, Consultant shall provide to Owner, the names, classifications and job locations of Consultant Resources that were former employees of Owner or any of its Affiliates, that Consultant desires to assign to provide Services on behalf of Consultant and/or any Subcontractor at least three (3) business days prior to those Consultant Resources performing any such Services.

18. INDEPENDENT CONTRACTOR.

Consultant Resources shall perform all Work as independent contractors, and shall not be deemed to be the employees or agents of Owner for any purpose whatsoever.

19. SUBCONTRACTING.

19.1 Consultant shall provide Owner with notice of any Work that it desires to subcontract along with a list of proposed Subcontractors. Owner shall have the right to refuse any proposed Subcontractor and Consultant shall not enter into any such subcontract with any such Subcontractor as to which Owner has made an objection. Consultant shall not make any substitution of proposed Subcontractors prior to or during the term of this Agreement without prior written approval from Owner. Neither Consultant nor any Subcontractor shall assign any Work under this Agreement without the written consent of Owner.

19.2 Irrespective of Owner's consent or the terms of any agreement between Consultant and any Subcontractor, Consultant shall (a) be fully responsible to Owner for acts and omissions of Consultant Resources; (b) remain fully responsible for the full and faithful performance of the Agreement; (c) direct and control the activities of all Consultant Resources; (d) remain fully bound by all terms and conditions of the Agreement including but not limited to all requirements for indemnity and warranty. Consultant shall include all Agreement provisions related to any subcontracted Work in the written agreement between Consultant and such Subcontractor for such Work, including warranty, insurance, audit and indemnity provisions. Consultant shall be responsible for the satisfaction of all contractual and legal obligations to such subcontractor and supplier.

19.3 Owner shall have the right to request that Consultant terminate any subcontract and remove any Consultant Resources determined by Owner, in its sole discretion, to be unqualified or unfit to perform the Work or any portion thereof.

19.4 Nothing contained in the Agreement documents shall create any direct contractual relation between any Subcontractor and Owner.

19.5 Consultant shall not allow access to the Site(s) or any portion thereof under the control of the Consultant by any person not acting under the direction and control of Consultant, other than Owner, the Owner's Representative, other authorized representatives of Owner, other contractors engaged by Owner and governmental authorities.

19.6 RESERVED

20. COMPLIANCE.

20.1 Contractor and Contractor Resources shall comply with all laws, regulations and requirements applicable to the Work, including international, federal, state and local laws, and the laws applicable to any location where any Work is to be performed, constructed, manufactured, stored or delivered. Such compliance shall include environmental, human rights, labor, employment, non-discrimination and anti-corruption laws (including the Foreign Corrupt Practices Act), and all applicable maritime, customs, export, and import laws, requirements, rules and regulations, and the applicable laws, requirements, rules and regulations of the country of origin or destination, any intermediate country, and the United States in the performance of the Work. The country of any location where Work is to be performed, whether it is the country of origin or destination or any intermediate country must be a member of the International Labor Organization (ILO). The costs of such compliance with the foregoing requirements shall be borne exclusively by Contractor and Contractor shall defend, indemnify, and hold Owner harmless from any liabilities, damages, fines, penalties and costs arising from Contractor's noncompliance with this Article 20.

20.2 Contractor and Contractor Resources shall comply with Owner's requirements, procedures, and policies including without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with the Work and as in effect from time to time.

20.3 **THIS SECTION IS APPLICABLE TO WORK PERFORMED PURSUANT TO A FEDERAL GOVERNMENT CONTRACT OR FEDERALLY FUNDED CONTRACT:** In connection with its performance of Work pursuant to a federal government contract or federally funded contract, in addition to all other legal compliance obligations, Contractor shall comply with all laws and regulations specific to and applicable to such contracts, including without limitation, regulations and laws regarding employment and non-discrimination, Executive Order 11246 and the regulations issued pursuant thereto (generally Part 60-1 of Title 41 of the Code of Federal Regulations), unless exempted by said regulations. **The Equal Opportunity Clause set forth in 41 CFR Section 60 1.4(a)), is hereby incorporated by reference. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities**. Contractor and all of its Subcontractors shall comply with the provisions and regulations pertaining to nondiscrimination and affirmative action in employment (41 CFR Sections 60 1.4, 1.40, 1.41 and 1.42), and the filing of Standard Form 100 (EEO 1). Contractor certifies, in accordance with the requirements of 41 CFR Section 60 1.8), that its facilities for employees are not segregated. Further, Contractor will comply with the provisions of (unless exempted from) the notice posting requirements of Executive Order 13496 set forth in 29 CFR Part 471, Appendix A to subpart A, which is incorporated herein by reference.

20.4 Code of Business Conduct - Because Owner places such a high priority on ethical and legal conduct, Owner requires all Contractors and their Contractor Resources to read, understand and comply with Owner's Supplier Code of Business Conduct, available on the Aquarion Water Authority .com website. Owner values its relationships with its suppliers and contractors and shares the following core values with contractors and suppliers wanting to conduct business with Owner: 1) Maintain and adhere to the highest ethical standards; 2) Comply with all federal, state and local laws and regulations, as well as all of Owner's policies and procedures. including this Code; 3) Embed safety in every aspect of work performed; 4) Foster a diverse and inclusive work environment that ensures everyone is treated with respect and dignity 5) Avoid any and all conflicts of interest, and the appearance of such; and 6) Keep property, resources and information secure, and keep confidential Owner's customer, employee and shareholder information. Contractor's failure to conduct business in a manner that meets these standards

could result in a termination of the Agreement under Section 14.2.

20.5 For all Equipment and Services supplied by Contractor and used for Owner's high and medium impact Bulk Electric Systems (BES) and Cyber Systems as described in North American Electric Reliability Corporation (NERC) CIP Reliability Standards, including, without limitation CIP-013, Contractor shall comply with Owner's Supply Chain Cyber Security Risk Management Program requirements as set forth in the Contractor CIP Compliance Agreement, incorporated by reference if applicable to such Equipment and Services.

20.6 Applicable to Work or Services requiring the processing the personal data of Connecticut Residents, compliance with the Connecticut Consumer Data Privacy Act.

20.6.1 To the extent that Contractor processes any personal data of customers of Owner that are Connecticut residents, Contractor agrees to comply with the Connecticut Consumer Data Privacy Act, Public Act No. 22-15, ("CTDPA") available at: https://www.cga.ct.gov/2022/act/Pa/pdf/2022PA-00015-R00SB-00006-PA.PDF .

20.6.2 Limited Use of Personal Information. At all times during the term of the Agreement, Contractor shall collect, access, use, disclose, process or retain Personal Data solely for the purpose of rendering the contracted services to Owner and not for any other purpose. In no event shall Contractor sell any Personal Data to any third party. Contractor shall not share or otherwise disclose any Personal Data to any third party except as is necessary to provide services to Owner and provided Owner has been notified and has consented in writing to such disclosure.

20.6.3 Assistance by Contractor. Contractor shall adhere to Owner's written instructions pursuant to the Agreement and shall assist Owner in meeting Owner's obligations under the CTDPA. Such assistance should include: 1) assisting Owner in fulfilling Owner's obligation to respond to consumer rights requests; 2) assisting Owner in meeting Owner's obligations in relation to the security of processing the personal data and in relation to the notification of a breach of security, as defined in section 36a-701b of the general statutes, of the Contractor's system, in order to meet Owner's obligations; 3) providing necessary information to enable Owner to conduct and document data protection assessments.

20.6.4 Contractor Obligations. Contractor shall: 1) Ensure that each person processing Owner personal data is subject to a duty of confidentiality with respect to the data; (2) at Owner's direction, delete or return all personal data to Owner as requested at the end of the provision of services, unless retention of the personal data is required by law; (3) upon the reasonable request of Owner, make available to Owner all information in its possession necessary to demonstrate Contractor's compliance with the obligations of the CTDPA; (4) after providing Owner an opportunity to object, engage any subcontractor pursuant to a written contract that requires the subcontractor to meet the obligations of Contractor with respect to the personal data; and (5) allow, and cooperate with, reasonable assessments by Owner or Owner's designated assessor, at Owner's expense, or Contractor may arrange for a qualified and independent assessor to conduct an assessment of Contractor's policies and technical and organizational measures in support of the obligations of the CTDPA, using an appropriate and accepted control standard or framework and assessment procedure for such assessments. Contractor shall provide a report of such assessment to Owner upon request.

20.6.5 Nothing in this Agreement shall be construed to relieve Owner or Contractor from the liabilities imposed on Owner or Contractor by virtue of Owner's or Contractor's role in the processing relationship, as described in the CTDPA.

20.6.6 Controller and Processor Relationships. The Parties acknowledge and agree that determining whether Owner or Contractor are acting as a controller or processor with respect to a specific processing of data is a fact-based determination that depends upon the context in which personal data is to be processed. If Contractor is not limited in processing personal data pursuant to Owner's instructions, or if Contractor fails to adhere to such instructions, Contractor acknowledges and agrees that Contractor is a controller and not a processor with respect to a specific processing of

data. If Contractor continues to adhere to Owner's instructions with respect to a specific processing of personal data, then Contractor shall remain a processor. If Contractor begins, alone or jointly with others, determining the purposes and means of the processing of personal data, Contractor is a controller with respect to such processing and may be subject to an enforcement action under the CTDPA.

21. SITE REQUIREMENTS.

21.1 For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request.

21.2 Owner shall have the right to place its forces or any other Consultant's forces at the Site to perform work not included in the Agreement. All Work performed by Consultant shall be undertaken in full cooperation with Owner's personnel or the personnel of other Consultants at the Site, in order to achieve the least possible interference with the continuity and efficiency of all Owner's interests or activities at the Site. Consultant's forces shall work in harmony with all such other forces, and in accordance with Owner's schedules.

21.3 Consultant represents that prior to commencing Work it has advised its forces of Owner's requirements, procedures and policies; satisfied the applicable training requirements; and conducted such inspections and made such inquiries as it deems necessary concerning the conditions at each Site which might affect Consultant's execution and completion of the Work. Consultant agrees and acknowledges that Information provided by Owner concerning Site conditions has been used for reference only and shall not be claimed to relieve Consultant from its obligation to independently assess the requirements of the Work.

22. INCIDENTAL MATERIALS AND CONSUMABLES.

Unless expressly set forth in the applicable Specifications, Contractor will use its facilities, tools and equipment, in its discretion, necessary to perform the Work (other than Equipment purchased by Owner) and Owner will have no right to use such tools, equipment or facilities and Contractor may substitute comparable tools, equipment and facilities for completion of the Work (but not components or materials of Equipment or Equipment purchased by Owner) provided that at all times, Contractor shall meet the Specifications and all Agreement requirements. Consultant, at its sole expense and prior to delivering consumables or materials incidental to performance of Work at the Site, shall inspect or test such consumables or materials to ensure compliance with the Agreement, including the Specifications.

23. HAZARDOUS MATERIALS.

23.1 Consultant shall provide to Owner's Representative or designee a written description of and purpose for the use of any products or processes in the Work that are Hazardous Materials or may result in the generation of Hazardous Materials. Such written submission must identify, prior to the start of the Work and to the satisfaction of Owner's Representative or designee, the practices used to minimize such generation and demonstrate that it has taken all possible steps to eliminate or reduce to the maximum extent possible such generation.

23.2 Consultant shall ensure the environmentally responsible management of any Hazardous Materials included in or resulting from the Work. In performing the Work, Consultant shall comply fully with all Environmental Laws. Consultant is solely responsible for the proper identification and labeling, documentation, handling, storage, minimization, processing and recycling of any and all such Hazardous Materials. Unless otherwise indicated, Consultant shall be responsible for manifesting,

transporting and removing from Site any and all Hazardous Materials. Consultant shall be liable for any and all costs incurred by Owner, at Owner's sole discretion, for the storage, handling, processing, removal and disposal thereof.

23.3 Consultant shall defend and indemnify Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants and hold it and them harmless from and against any and all damages, claims, demands, or suits of any kind for injury to persons, including death, and damage to property suffered by any person (including Consultant Resources) or by any firm or corporation arising out of, or claimed to have arisen out of, any acts or omissions of Consultant and Consultant Resources related to or involving Hazardous Materials generated during the course of the Work or brought to the Site by the Consultant or Consultant Resources. This indemnification shall include any liability or claims related to the storage, handling, processing, release, or removal from Site of any such Hazardous Materials by Consultant, Consultant Resources, transporters, recyclers, or any treatment, storage or disposal facility used by Consultant or such other persons. Further, this indemnification shall include liability for any and all costs or penalties (including legal, attorney, administrative, or regulatory fees and expenses) incurred or imposed as a result of actions pursued by federal, state or local governments or agencies related, in any way whatsoever, to the management of such Hazardous Materials.

23.4 Consultant agrees to use the EPA identification number assigned to the Site at which Consultant is working. The use of such EPA number shall not constitute assumption of environmental liability by Owner. In the event Owner has no EPA number for the Site in question, Consultant shall apply for a temporary number.

23.5 No chemical consumable product may be delivered to any Site without prior written approval by the Owner's Representative or designee in the manner provided in the first paragraph of this Article 23. As a condition precedent to such pre-approval, Consultant shall identify to Owner's Representative any and all chemical consumable products that will be used in performing the Work or are listed on the Site's approved Chemical Consumables Products List. Such identification shall include a copy of the product's Material Safety Data Sheet (MSDS), the specific use and location of use, and the expected quantity that will be required to perform the Work. Owner's consideration of Consultant's request shall involve the products' health and safety hazards, environmental and fire hazards, potential for degrading Owner's systems or components, potential for creating Hazardous Materials, and availability of suitable alternatives. A substitute product may only be used following the receipt of express written permission by the Owner's Representative. Consultant is solely responsible for any costs or expenses incurred by Owner as a result of Consultant's use of a product that has not been specifically authorized.

23.6 Following completion of the Work, Consultant shall identify to Owner's Representative all materials or waste that it reasonably believes constitute Hazardous Materials. Final classification of such waste shall be at the sole discretion of Owner's Representative. Unless directed otherwise by Owner, Consultant shall promptly remove any and all equipment and consumables from the Site. In the event that Consultant fails to complete such removal in a timely fashion following completion of the Work, Owner may, at its sole discretion, retain any such material as property of Owner or arrange for its removal at the sole expense of Consultant. Such expenses to be borne by Consultant include, without limitation, the costs of laboratory testing, storage fees, processing, treatment, transportation, recycling, and disposal. The manifesting, transportation and removing from Site of any and all Hazardous Materials shall be effected by Consultant, at Consultant's sole cost and expense.

24. RESERVED.

25. SAFETY PRACTICES, SECURITY, PROTECTION OF THE PUBLIC, WORK AND PROPERTY.

25.1. Consultant and Consultant Resources shall be instructed in, familiar with and required to follow safety rules and regulations applicable to the Work being performed, and comply with (1) all Owner policies and procedures including, without limitation those found in the Exhibits hereto, and as additionally incorporated by reference in the Order or Agreement documents and/or issued in connection with

the Work, and as in effect from time to time; and (2) those policies and procedures referenced in the Agreement or Order. Consultant shall coordinate site specific Personal Protective Equipment (PPE), arc flash protection and FR clothing requirements with the Owner. Consultant shall have the sole responsibility to see that Consultant Resources are so informed, properly trained and that safety practices are followed.

25.2. Consultant shall establish and maintain safeguards, controls, work rules, or other measures to protect the Owner's property that is placed under Consultant's control, from damage, harm, or sabotage for the entire time during the performance of the Work until Final Acceptance. Consultant shall fully comply with any applicable Owner Site rules. For all Work to be performed at a Site, Consultant Resources shall comply with Owner's requirements, standards, procedures, and policies and training requirements, including among others those relating to safety, security, environmental practices and access authorization, currently in effect, copies of which are available upon request or may be available electronically, through an Owner web-site. Consultant shall conduct safety briefings and job hazard assessments. Upon Owner's request, Consultant shall provide documentation, confirming Consultant's compliance with this Article 25, including OSHA logs, qualification requirements and training certifications, licenses and detailed job safety and hazard assessment job plans, and reports of accidents involving Consultant Resources during the performance of the Work on Owner's Site.

25.3. While performing all Work, Consultant shall, and shall ensure that Consultant Resources strictly observe and fully comply with all federal, state, and local safety laws, rules and regulations applicable to the Work and/or the Site. Consultant shall provide and maintain all necessary precautions for the protection and safety of the public. It shall continuously take all necessary precautions to protect Owner's property from injury or loss arising in connection with the Agreement. In addition, when performing Work in close proximity to Owner's employees, Owner's safety rules shall be applicable.

25.4. Consultant shall train all Consultant Resources who carry out Work in the vicinity of energized conductors and equipment, in approved methods of artificial resuscitation, before such persons begin any Work.

25.5. Except with respect to Hazardous Materials, for which the provision of MSDS is required, pursuant to Article 23 "HAZARDOUS MATERIALS", upon Owner request, Consultant shall furnish to Owner's Representative Material Safety Data Sheets (MSDS) for any other product intended for use with the Work and make copies of such MSDS available to Owner at the Site or other mutually agreed upon location. No product for which an MSDS submittal has been requested shall be used until the MSDS has been reviewed by Owner.

25.6. For any Work that takes place at Owner facilities, Consultant shall comply with Owner's security requirements then in effect. Consultant Resources shall strictly adhere to the security regulations and obey the directions of Owner's security personnel. Consultant shall develop and, after review and approval by Owner, implement a security program to account for and protect all tools and equipment under its sole and exclusive care, custody and control in the performance of the Work. Owner shall not be liable to Consultant for loss of or damage to such tools or equipment.

25.7. Owner may immediately suspend or terminate all or any portion of the Work, without any added cost to Owner, and with no adjustments made to the schedule for the Work, if Owner determines that any safety or environmental violations have occurred, including conditions that could result in injury to any individual or damage to property or to the environment.

25.8. RESERVED.

25.9. RESERVED.

25.10. RESERVED.

25.11. RESERVED

25.12. Contractor shall have obtained identity verification, criminal background checks (federal, state and county checks for prior 7 years) and drug tests for all Contractor Resources prior to using such Contractor Resources to perform Work at customer facilities or Owner Sites. Contractor shall not assign Work to Contractor Resources that have any record of convictions (including any record since employment with Contractor) for any felonies and misdemeanors involving violence, sexual offense, drugs, theft, computer crimes or identity theft, or otherwise present a risk of injury to any individual or damage to or loss of property.

25.13. RESERVED.

26. DELIVERY, TITLE AND RISK OF LOSS TO EQUIPMENT AND MATERIALS.

26.1 Whenever Consultant provides Work that will not be subject to further work by Consultant, title shall pass to Owner upon the performance and delivery of the Work as set forth in the Agreement documents and Acceptance.

26.2 RESERVED.

26.3 RESERVED.

26.4 RESERVED.

26.5 Consultant shall deliver the Work materials purchased by Owner to the location stated in the Agreement in accordance with the delivery dates and any schedule of performance provided in the Agreement, time being of the essence for each such delivery for which a date or a length of time is fixed for delivery.

27. CLEANUP.

For Work performed at any Site, Consultant shall at all times keep the Site free from accumulations of waste material or rubbish. Consultant shall remove at its sole cost and expense from the Site and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations.

28. RESERVED.

29. RESERVED.

30. REMOVAL OF EQUIPMENT.

Except as required to comply with the directions of Owner, Consultant shall promptly remove all Consultant provided materials and supplies from the Site upon completion or termination of the Agreement subject to requirements set forth in Article 27 “CLEANUP”. If Consultant fails to complete such removal within fifteen (15) days after notice from Owner, Owner may elect (i) to retain all or any portion of such remaining materials and supplies as its property, or (ii) to remove and dispose of all or any portion of such items at the expense of Consultant.

31. INSURANCE BY CONSULTANT.

As a condition to undertaking the Work, Consultant shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A.M. Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Contract or Acceptance of all Work under the Contract, unless a longer period is specified below:

31.1 Workers' Compensation in the amounts mandated by law (statutory coverage) and Employers Liability

Insurance with limits of not less than $1,000,000

31.2 Comprehensive or Commercial General Liability Coverage on Form CG 00 01 or its equivalent excluding Professional Liability but including Operations, Products and Completed Operations, Contractual Liability and Broad Form Property Damage Liability written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per occurrence and annual aggregate. Products and Completed Operations coverage shall remain in effect for a minimum of three (3) years from the date of final payment under the Contract or Acceptance of all Work under the Contract, whichever is later, unless the Work is to be performed solely in CT, in which case the required coverage should be in force for two (2) years from such date.

31.3 Automobile Liability Coverage, including all owned, non-owned, and hired vehicles, written in one or more layers with a combined single limit for Bodily Injury and Property Damage of not less than $2,000,000 per accident. If the Contractor is transporting any hazardous materials, a Pollution Liability Broadened Coverage for Autos endorsement must be added to the Business Automobile Policy by ISO endorsement CA 9948 3/06 or its equivalent and MCS-90.

31.4 If applicable, Errors and Omissions coverage for professional Services and products provided by Consultant, including coverages for intellectual property infringement and related risks, with limit of not less than $2,000,000 per occurrence and annual aggregate, which coverage Consultant shall maintain in effect for a period of at least seven (7) years following the final payment under the Contract or Acceptance of all Work Under the Contract, whichever is later.

31.5 All policies contemplated in this Article 31 other than Workers' Compensation and Errors and Omissions shall be endorsed to include, Owner, its affiliates and their respective directors, officers, employees and agents (including, the Owner's Representative), as additional insureds using ISO additional insured endorsement CG 20 10 11 85 or at a minimum CG 20 10 07 04 and CG 20 37 07 04 providing equivalent coverage for both ongoing and completed operations, if any.as respects any and all personal and/or bodily injury and/or property damage claims arising out of Contractor's operations hereunder. The limits required under this Article 31 may be satisfied by a combination of primary and excess (umbrella) coverage layers. The foregoing insurance policies, including Workers' Compensation, shall include a waiver of any right of subrogation of the insurers thereunder against the additional insureds thereunder, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

31.6 Consultant shall provide certificates of insurance and copies of additional insured endorsements and all applicable endorsements to Owner to evidence Consultant's insurance policies within thirty (30) days of the award of any Contract but in no event later than prior to the commencement of any Work. Consultant shall ensure that its broker shall provide Owner with replacement certificates and additional insured endorsements evidencing required insurance coverage prior to the expiration of prior certificates. Failure to provide such certificates shall be grounds for withholding payment and/or termination of the Contract.

31.7 Such insurance coverage shall be primary and non-contributory to any other coverage available to Owner or its affiliates, and shall not be deemed to limit Consultant's liability under the Contract.

31.8 Consultant shall have and maintain in effect the insurances required by this Article 31 for the duration of the Contract and thereafter for any period of continuing contractual obligations, including Consultant's warranty obligations. In addition, Consultant and any Subcontractor whose scope of work may include professional services shall procure tail coverage through the applicable warranty period on each errors and omissions policy maintained in accordance herewith upon the expiration and/or

non-renewal thereof, unless Consultant's replacement errors and omissions policy provides continuing coverage for the Work through the applicable warranty period.

31.9 Consultant shall be solely responsible for payment of any and all deductible or self-insured retention amounts relating to any and all of the policies of insurance required by this Article 31, regardless of the number of losses.

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31.10 For any Services to be provided by any Subcontractor, Consultant shall require such Subcontractor to provide the foregoing insurance coverages and amounts and comply with the requirements set forth in this Article 31, including additional insured, primary and non-contributory and waiver of subrogation.

31. INDEMNIFICATION BY CONSULTANT.

To the fullest extent permitted by law, Consultant shall be responsible for and shall indemnify, and shall defend and save Owner, its parent, and its Affiliates and their respective employees, trustees, shareholders, officers, and directors, as well as their respective agents and consultants (each, an "*Indemnified Person*") harmless from and against any and all costs and expenses (including all costs and expenses of litigation, as well as related attorneys' fees), losses, liabilities, fines, penalties, damages, claims, demands, judgments, awards, obligations, actions, or proceedings arising from the acts or omissions of Consultant Resources or related to the Work or Consultant's obligations under the Agreement Documents. Consultant further agrees to obtain, and maintain at its expense, such insurance as will insure the provisions of all indemnity obligations in the Agreement. Nothing in this Article shall derogate or reduce Consultant's obligations under Article 31 hereof.

32. INFRINGEMENT OF PROPRIETARY RIGHTS.

32.1 Consultant shall indemnify, defend and hold harmless Owner, its parent, its Affiliates and its and their employees, agents, officers, and directors from any and all liabilities, penalties, damages, claims, actions or proceedings based upon any allegation that (i) any portion or all of the Work furnished under the Agreement, or any use thereof for purposes intended by the Agreement constitutes an infringement of any patent, copyright, trademark or other proprietary interest or (ii) Consultant has, other than solely for Owner’s benefit in connection with the Work, made use of Information in which a third party claims a proprietary interest which Information was obtained by Owner from third parties under agreements for confidentiality.

32.2 If Owner provides Consultant notice of a claim of infringement with respect to any material, equipment or Information used in connection with the Work (collectively, the "Product") or Owner's use of all or any portion of the Product is enjoined due to a claim of infringement, Consultant shall promptly and at its sole expense either (i) procure for Owner the right to continue using the Product or (ii) replace the Product with non-infringing and functionally equivalent Product, (iii) modify the Product so that it becomes non-infringing and functionally equivalent, or (iv) take such other action as is necessary to assure Owner's uninterrupted use of the Product.

33. CONFIDENTIAL INFORMATION.

33.1 Each Party acknowledges that it may be necessary to disclose Confidential Information to the other Party. Except to the extent set forth in this Article 34, or as otherwise agreed to in writing by the parties, each Party shall maintain the Confidential Information of the other Party in a secure and confidential manner. Consultant agrees to use Owner’s Confidential Information solely for the provision of Work and to make Confidential Information available to its employees on a need-to know basis only, and to not disclose to third parties or to publish any of Owner’s Confidential Information without Owner’s advance written consent. Consultant also agrees to comply with all other applicable state, federal and local laws, regulations, codes and policies regarding the protection of Owner Confidential Information, and the avoidance of theft or fraud through the improper use or disclosure of such information, including, without limitation, Mass. Gen. Laws c93H and the regulations promulgated thereunder. Each Party shall advise its employees, Consultants, consultants, agents and those under its and/or their respective control of these requirements for confidentiality with regard to Confidential Information.

33.2 Consultant shall give immediate notice to the Owner of any incident that may cause Owner Confidential Information to be disclosed or otherwise used in an unauthorized manner. Such immediate notice shall be given first by telephone and shall be followed by a more complete written notice to be sent by express mail overnight courier by the close of business on the day that the incident took place and capable of delivery on the day following the date of the notice. Such notice shall set forth all relevant information regarding the incident, including the specific nature and extent of the disclosure / use, the measures taken and to be taken to retrieve and restore the Confidential Information and/or to otherwise prevent the unauthorized use or disclosure of the Confidential Information.

33.3 If Owner, within one hundred eighty (180) days of receipt of Consultant's Confidential Information, disputes the proprietary nature of such Information by written notice to Consultant, the parties shall consult to resolve such dispute. In the event that the parties are unable to resolve such dispute after an initial consultation, the Parties shall proceed to mediation and, if necessary, arbitration pursuant to the terms of Section 39 hereof.

33.4 Owner shall have the right, without Consultant's approval, to disclose Consultant's Confidential Information to the limited extent required (i) for financing, acquisition or conveyance of ownership share, licensing, construction, startup, commissioning operation, maintenance or repair of the facility at which the Work is performed, and (ii) to comply with any request or order of a governmental agency or court. Each party shall have the right to disclose the other party's trade secret or other Confidential Information (a) to federal, state, or local government officials, to their attorneys, or in a sealed court document, for the purpose of reporting or investigating a suspected violation of the Defend Trade Secrets Act of 2016; or (b) to their attorneys or in a sealed court document in connection with a lawsuit for retaliation by an employer for reporting a suspected violation of the Defend Trade Secrets Act of 2016. If Owner discloses Consultant's Confidential Information to any governmental agency or court, Owner shall, to the extent it does not violate or fail to comply with any such request or order, advise Consultant prior to disclosure and, at Consultant's sole cost and expense, cooperate in any effort by Consultant to minimize the amount of Confidential Information disclosed, secure confidential treatment of such Confidential Information, or seek permission from such governmental agency or court to revise the Confidential Information in a manner consistent with Consultant's interests, the interests of Owner, and in a manner that meets the requirements of the governmental authority or court.

33.5 Any Information transmitted to either Party will not be deemed Confidential Information if that Information is: (a) in the receiving Party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving Party; (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving Party can reasonably determine, did not acquire any such Confidential Information directly or indirectly from the other Party subject to requirements of confidentiality or (e) if such Party independently discovers or develops such Information..

33.6 Consultant shall notify Owner as soon as possible in writing if any Confidential Information provided to Owner has been changed to a non-proprietary status.

33.7 The provisions of this Article 34 shall also apply to Information that a Party identifies and establishes in writing to the others as having been obtained from third parties under agreements for confidentiality.

33.8 Owner may demand the return and/or disposal of its Confidential Information at any time upon giving of written notice to Consultant. Within fifteen (15) days of receipt of such notice, Consultant shall return all of the original Confidential Information and shall dispose of all copies, reproductions or extracts (both written and electronic) in its possession and in the possession of any representatives to whom it was disclosed using methods authorized by the National Association for

Information Destruction for the media on which the Confidential Information is stored. Except as may otherwise be agreed upon by the parties in writing, Consultant shall provide Owner with written certification of the return and/or disposal of such Confidential Information promptly following the return or disposal of such Confidential Information.

33.9 The provisions of this Article shall survive the termination of the Agreement and shall bind the parties and their successors and assigns.

33.10 **THIS SECTION IS APPLICABLE ONLY TO WORK RELATING TO GENERATION, TRANSMISSION AND DISTRIBUTION FACILITIES:** In addition to the foregoing confidentiality obligations, to the extent that Consultant obtains or generates any critical energy infrastructure information ("CEII"), as defined by Federal Energy Regulatory Commission ("FERC"), pursuant to 18 C.F.R. §388.13, in its performance of the Work, Consultant shall keep confidential any CEII applicable to Owner and the Work, and shall observe all obligations associated therewith applicable laws and regulations. To the extent any such Work involves critical cyber assets, Consultant agrees to be bound by and comply with the North American Electric Reliability Council ("NERC") Critical Infrastructure Protection ("CIP") standards. Consultant shall indemnify Owner for any liabilities or penalties arising from any failure to comply with the requirements of this Section 34.10 by Consultant, or its subcontractors, at any tier. In addition, upon request by Owner, Consultant shall execute an agreement confirming such compliance with the foregoing obligations.

34. WARRANTY.

34.1 Services Warranty.

34.1.1 Consultant warrants that any Services performed or provided by, through, or on behalf of Consultant as part of or in connection with the Agreement shall (i) be performed by Consultant Resources who are fully qualified and competent and whose recommendations, guidance and performance reflect professional knowledge, judgment, and performance in accordance with the highest professional standards applicable to the utility industry and the industry applicable to such Services; and (ii) comply with and conform to all provisions and requirements of the Agreement and to any and all provisions of any and all applicable laws.

34.1.2 Within the period of two (2) years after Final Acceptance of all Work under the Agreement, if Owner determines that any portion of the Services performed by, through, and/or on behalf of Consultant fails to comply with the warranties set forth above, or if a defect or error is discovered in any Information supplied with such Services, Consultant shall, at its sole cost and at Owner's option, (i) correctly re-perform such Services or correct the defect or error in the Information, or (ii) return to Owner the charges paid by Owner and attributable to such Services or defective or erroneous Information supplied. Owner shall have the right to set-off against other amounts due Consultant hereunder or otherwise any amount owed by Consultant to Owner under this Article 35.

34.1.3 RESERVED

34.2 Supplier Warranties
Consultant shall take all reasonable steps to transfer for the benefit of Owner all warranties or guarantees available from the suppliers of any portion of the Work.

34.3 Information Warranty. Consultant warrants that it has the full legal right, title and ownership of the Information furnished pursuant to the Agreement.

34.4 RESERVED

34.5 Completion Warranty. Consultant warrants that it shall complete the Work in accordance with the Work schedule. If the Work falls behind schedule due to causes attributable to Consultant or

Consultant Resources, Consultant shall, at its sole cost and expense, use its best efforts to restore the Work to schedule, including but not limited to the following measures: placing Consultant Resources on extended working hours; assigning additional personnel to the Work, and prioritizing Consultant's resources and obligations to ensure that the Work is completed on schedule.

34.6 Additional Warranty Provisions.

34.6.1 Reserved.
34.6.2 Owner shall notify Consultant in writing of any breach of warranty.

34.6.3 Reserved.

34.6.4 Reserved.

34.6.5 Corrective Work performed by Consultant shall be subject to the applicable warranty provisions of this Article. The warranty period for such corrective Work shall be the remainder of the original warranty period plus an additional two years.

34.6.6 The warranties provided for in this Article 35 shall apply regardless of where the Work is performed.

34.6.7 In the case of Work affecting government-owned property, warranties shall also be enforceable directly by the applicable government agency having jurisdiction.

34.7 Subcontractor Warranties.

34.7.1 Consultant shall obtain usual and customary warranties from Subcontractors. Such warranties shall be obtained for the benefit of Owner as well as for Consultant. Consultant shall ensure that the benefit of any warranty offered by any Subcontractor at any tier is passed through to Owner, shall provide a copy of the terms of any such Subcontractor warranty to Owner, and shall identify relevant Subcontractor contracts and otherwise actively assist Owner, as required or desired by Owner and without additional charge, in enforcing any such warranty in the event such enforcement should become necessary.

34.7.2 The existence and/or absence of any Subcontractor warranties, including compliance or non-compliance therewith, shall not affect or impair in any manner whatsoever Consultant's obligations to Owner hereunder.

35. LIMITATION OF LIABILITY.

35.1 CONSULTANT'S LIABILITY TO OWNER UNDER THE AGREEMENT WHETHER BASED UPON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE SHALL BE THE SUM OF (i) FOR WARRANTY AND INDEMNITY OBLIGATIONS, THE REMEDIES DESCRIBED IN THE AGREEMENT, PLUS (ii) FOR DAMAGES CONSULTANT IS REQUIRED TO INSURE AGAINST, ANY RECOVERY AVAILABLE UNDER THE INSURANCE COVERAGES REQUIRED BY THE AGREEMENT PLUS (iii) FOR ANY ADDITIONAL DIRECT DAMAGES TO THE OWNER, AN AMOUNT EQUAL TO THE GREATER OF THE TOTAL OF ALL CHARGES PAID BY OWNER TO CONSULTANT UNDER THE AGREEMENT OR TWO MILLION DOLLARS ($2,000,000). OWNER'S AGGREGATE LIABILITY TO CONSULTANT UNDER THE AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES WHATSOEVER, THAT PORTION OF THE COMPENSATION DUE UNDER ARTICLE 3 "TERMS OF PAYMENT" THAT HAS NOT YET BEEN PAID BY OWNER WITH RESPECT TO THE WORK.

35.2 EXCEPT TO THE EXTENT ALLOWED UNDER THE INSURANCE, WARRANTY OR INDEMNITY PROVISIONS OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

35.3 CONSULTANT WAIVES ALL CLAIMS AGAINST OWNER FOR ANY LIABILITY OR LOSS IN CONNECTION WITH: (i) PAYMENT OF ALL FEDERAL, STATE AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; (ii) ALL LOSSES IN CONNECTION WITH ANY CLAIMS FOR LOST WAGES, SEVERANCE PAY, PENSIONS OR OTHER BENEFITS WITH RESPECT TO CONSULTANT'S WORK UNDER THE AGREEMENT; AND (iii) ALL CLAIMS FOR LIABILITY FOR DAMAGE TO CONSULTANT'S PERSONAL PROPERTY OR INJURY TO CONSULTANT RESOURCES IN CONNECTION WITH THE AGREEMENT.

36.4. The parties understand and agree that the liability of Consultant to Owner under the Agreement, at law, and/or in equity shall not be limited by the amount of insurance coverage required or made available pursuant to the provisions of Article 31 “INSURANCE BY CONSULTANT”.

36. RIGHTS AND LIABILITIES OF PRINCIPALS.

All benefits, protections, indemnifications and other rights in favor of Owner under the Agreement shall also benefit, protect and indemnify the principals of Owner.

37. RESERVED.

38. DISPUTE RESOLUTION; NEGOTIATION; MEDIATION; ARBITRATION.

38.1 The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other written notice of any dispute, which notice shall include a summary of that Party's position and the name and title of the executive who will be representing that Party. Within twenty (20) days after delivery of the notice, unless otherwise agreed, the receiving Party shall respond with a summary of that Party's position and the name and title of the executive who will represent that Party. Within forty-five (45) days after the initial notice, unless otherwise agreed, the Parties’ executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. All reasonable requests for information, essential to a matter of import in the dispute, made by one Party to the other in support of the negotiation will be honored, and all negotiations pursuant to this Article 39 shall be confidential and treated as compromise and settlement negotiations.

38.2 If the dispute has not been resolved by negotiation within sixty (60) days after the disputing Party's notice, or if the Parties failed to meet or arrange to meet within sixty (60) days, unless otherwise agreed, the Parties shall proceed to mediation under the then current CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

38.3 Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, that has not been resolved by a non-binding procedure as provided herein within ninety (90) days of the initiation of such procedure, unless otherwise agreed, shall be finally resolved by arbitration in accordance with the then current CPR Non-Administered Arbitration Rules or, at Owner’s option, the then current CPR Administered Arbitration Rules. The Parties may mutually agree to arbitration in accordance with the then current CPR Expedited Arbitration Rules .Disputes involving amounts in the aggregate under Three Million Dollars ($3,000,000), shall be decided by a sole arbitrator, and disputes involving amounts in the aggregate equal to or greater than Three Million Dollars ($3,000,000), shall be decided by three arbitrators, unless the Parties mutually agree to a decision by fewer than three arbitrators. The selection of a single arbitrator shall be in accordance with Rule 5.3. The selection of three arbitrators shall be in accordance with the "screened" appointment procedure provided in CPR Rule 5.4, with each Party selecting one

arbitrator and the third arbitrator, who will serve as the panel chair, will be selected pursuant to CPR Rule6. Unless otherwise mutually agreed, the arbitrators shall be selected from the CPR Panels of Distinguished Neutrals.
The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. Unless otherwise agreed to by the parties, the place of arbitration shall be at Owner's option, Hartford, Connecticut, Manchester, New Hampshire or Boston, Massachusetts.

38.4 Any award or determination made by the arbitrator(s) shall be subject to the limitations of liability set forth in this Agreement. The arbitrator(s) are not empowered to award damages in excess of compensatory damages and each party expressly waives and foregoes any right to punitive, exemplary or similar damages unless a statute *requires* that compensatory damages be increased in a specified manner. Each Party shall be responsible for its own costs and expenses, including attorney's fees. Unless otherwise directed in writing by Owner and to the extent permitted by law, Contractor shall continue performance of the Work in compliance with the Agreement notwithstanding the existence of any Dispute between the Parties. Nothing herein shall prejudice, impair or otherwise prevent Owner from receiving equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

38.5 Each Party will proceed in good faith to conclude the arbitration proceeding as quickly as reasonably possible. If a Party refuses to participate in an arbitration proceeding as required by this Agreement, the other Party may petition any governmental authority having proper jurisdiction for an order directing the refusing Party to participate in the arbitration proceeding. All costs and expenses incurred by the petitioning Party in enforcing such participation will be paid for by the refusing Party. The parties hereby consent to the exclusive jurisdiction of the state or federal courts located within the State of Connecticut, State of New Hampshire or the Commonwealth of Massachusetts for enforcement of all arbitration procedures pursuant to this Article 39 and any other legal proceedings arising out of or relating to the Agreement and the transactions contemplated hereby.

38.6 Nothing herein shall prejudice, impair or otherwise prevent Owner from seeking equitable relief pending the conclusion of any mediation and/or arbitration proceeding.

39. ADVERTISING.

Unless authorized in writing by Owner or except as required by applicable law, Consultant shall not engage in any advertising, publicity or other promotional activity which directly or indirectly mentions or refers to the relationship between the parties or the Work furnished under the Agreement.

40. BINDING EFFECT: ASSIGNMENT.

The Agreement shall be binding upon the Parties and their respective successors and permitted assigns. Owner may assign this Agreement to any Affiliate of Owner. Consultant is not authorized to and shall not directly or indirectly (through an equity sale, merger or other transaction) sell, assign or otherwise transfer the Agreement, in whole or in part, or any of the Work to be performed hereunder, without the prior written consent of Owner, which may be granted or withheld in Owner's sole discretion. Without waiving any rights and remedies Owner may have against Consultant, upon discovering that Consultant has purported to sell, assign or otherwise transfer, in whole or in part, the Agreement or any of the Work to be performed, without the Owner's prior written consent, Owner may, at its sole option and in its sole discretion, deem such action to be binding and enforceable against such assignee, successor, or transferee, or may deem such action to be null, void, and of no force or effect.

41. WAIVERS.

The waiver by any Party of a breach of and/or other non-compliance with any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach or non-compliance.

42. APPLICABLE LAW.

42.1 The Agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law *provided* that if the Site is located entirely outside of the State of Connecticut, then the Law of the State/Commonwealth where the Site is located (and where the Work is performed) may govern certain aspects of the enforcement of the rights and remedies of Owner (including legal process and procedure) with respect to such Work.

43. NOTICES; DEMANDS.

All notices required under the Agreement shall be in writing and shall be deemed to be given when received upon personal delivery, or if mailed, as of the date indicated on the receipt document provided by the mail carrier, if so delivered or if so mailed (a) with respect to Owner, to the individual set forth on the "Direct Inquiries" line on Owner's Order at the address set forth thereon; or (b) with respect to each of the Owner's Representative, Consultant or the Consultant's Representative, to the applicable individual set forth in the Special Terms and Conditions, at the address of such individual set forth thereon, unless otherwise indicated in the Agreement.

44. RIGHT TO AUDIT.

Owner shall have the right to inspect and audit all of Consultant's and any Subcontractor's books, records, correspondence, receipts, vouchers and memoranda relating to or affecting the Agreement. Consultant shall provide for such right to audit by Owner in all contracts with Subcontractors relating to the Work or the Agreement.

45. DOCUMENT RETENTION.

Except as set forth in Section 6.5 “INFORMATION”, Article 34 “CONFIDENTIAL INFORMATION” and below in this Article 46, all Information shall remain the exclusive property of Owner, regardless of where it is stored. Consultant shall preserve Owner’s Information in its care, custody or control for a period of six (6) years following Final Acceptance of the Work or return such Information to Owner in a form acceptable to Owner. Consultant shall not destroy any such Owner Information prior to the expiration of such six (6) year period absent Owner’s prior written consent. Owner reserves the right to access such Owner Information at any time while such Information is in Consultant’s possession and such Information shall be provided to Owner on a timely basis whenever requested, regardless of whether such requests are for audits, regulatory or legal proceedings such as lawsuits or arbitrations. Any Owner Information in Consultant’s possession shall be disclosed to third parties only as necessary to comply with applicable laws and government orders or requests so long as Owner receives advance written notice of such disclosure and an opportunity to contest such requests. Consultant agrees to access Information in its possession only for the purposes of performing the Work and to operate or maintain its information systems and will take appropriate and Owner approved measures and precautions to protect against unauthorized access or disclosure. Consultant agrees for itself, and on behalf of any Subcontractor, to (a) access Owner Information in its, or in any Subcontractor's, possession only for the purpose of performing the Work on a Project, and (b) operate, maintain and/or take appropriate and Owner-approved measures and precautions to protect its information systems against unauthorized access or disclosure of Owner Information. Consultant shall be responsible for ensuring that Owner Information is protected from damage and/or loss while in the care, custody or control of Consultant and/or any Subcontractor, including making backups of Information and using disaster recovery best practices for any computer systems used to store Information. Owner reserves the right to audit Consultant to ensure such Information is managed in accordance with this Article 46. The foregoing obligations and restrictions regarding disclosure of Information in this Article 46 shall not apply to Consultant’s Confidential Information, which shall be governed by Article 34 “CONFIDENTIAL INFORMATION” The provisions of this Article shall survive the termination of the Agreement and shall bind the parties

and their successors and assigns.

46. SUPPLIER DIVERSITY AND SUBCONTRACTING PLAN.

47.1. Owner fully supports the government's policies of ensuring that Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), Veteran-Owned Small Businesses (VOSB) and Businesses Located in and qualified as Historically Underutilized Business Zones (HUBZone) have maximum practicable opportunity to compete for contracts and subcontracts. Owner has and will continue to commit to filing annual subcontracting plans regarding the utilization of SDB, WOSB, SDVOSB, VOSB and HUBZone as contractors and subcontractors in accordance with Federal Acquisition Regulation (FAR) 52.219.

47.2. For all Work awarded to Contractor as a subcontractor under Owner's government contracts pursuant to FAR 19.704, Subcontracting Plan Requirements, and FAR Clause 52.219-9, Small Business Subcontracting Plan, Contractor shall be required to submit data and/or subcontracting plans regarding Contractor's utilization and intended utilization of such SB, SDB, WOSB, SDVOSB, VOSB and HUBZone during the term of the Agreement for such work as follows:

Aquarion Water Authority ; Procurement Department; 600 Lindley St; Bridgeport, CT 06606.

Contractor may be required to submit data and/or subcontracting plans upon request. Contractor shall supply requested documentation to Owner within a reasonable time after the request is made (but in no event more than fifteen (15) days after the request) and shall comply with such plan in performing the Work to the maximum practicable effort.

47.3. The text of FAR 52.219 may be accessed electronically at the following address: https://www.acquisition.gov/far/. To the extent applicable to Work performed pursuant to a federal government Agreement, this Article 47 incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

47. **PRIORITY OF DOCUMENTS.**

In the event of any conflict, inconsistency or ambiguity between or among the Agreement documents, the order of priority shall be: as follows, except as otherwise designated in advance and in writing by Owner: (1) Owner's Order; (2) Special Terms and Conditions (if any); (3) these General Terms and Conditions; (4) Specifications; and (5) any remaining documents referred to in the Agreement documents. The provisions of change orders and other changes, amendments, deletions, additions or other alterations to Agreement documents shall have the priority of the applicable Agreement documents to which they relate. In the absence of written direction from Owner to the contrary, the more/most stringent requirement of the Information included in the Specifications shall be deemed to apply in the event of any inconsistency, conflict, or ambiguity between or among two or more requirements therein.

48. SEVERABILITY.

In the event that any provision of the Agreement is deemed invalid or unenforceable, it shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of the Agreement shall remain fully enforceable notwithstanding the unenforceability of any individual provision.

49. FINANCIALS.

Upon written request by Owner, Consultant shall furnish the Owner, the Consultant's financial statements, including the accompanying notes thereto, for the immediately preceding quarter or fiscal year, as Owner requests, throughout the term of this Agreement. Such financial statements shall be prepared and certified internally by the chief financial officer of the Consultant and shall be reviewed annually by an independent certified public accountant hired by Consultant. All such non-

public financial information shall be considered Consultant's Confidential Information.

50. **PERFORMANCE ASSURANCE**.

50.1 Owner may require prior to the signing of the Agreement that Consultant provide performance assurance in favor of Owner with respect to all or any portion of the Work, in an amount and form and from an issuer satisfactory to Owner. Unless otherwise specified by Owner, such performance assurance shall remain in effect until the expiration of the warranty period for the applicable Work. In Owner's sole and exclusive discretion, Consultant shall increase the amount available to Owner on account of such then outstanding performance assurance within ten (10) days after written notice to Consultant. The Agreement compensation shall include Consultant's cost of procuring such performance assurance but shall not include any cost for Consultant's extension of such performance assurance due to failure of Consultant to complete Work in accordance with the applicable Work schedule.

50.2 Owner reserves the right to supplement these terms and conditions with provisions regarding liquidated damages as stated or referenced in the Order.

51. NO GIFTS OR INDUCEMENTS.

Consultant warrants and represents to Owner that neither it nor its Consultant Resources have either provided or offered to provide any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose. Consultant shall not provide or offer any gifts, payments, or other inducements to any officer, employee or agent of Owner for any purpose and shall ensure that no employee or agent of Consultant offers any such gifts, payments or inducements. Consultant also represents and warrants to Owner that it and its Consultant Resources has neither provided nor offered to provide any gifts, payments, or other inducements to any government official, employee or agent in violation of any laws or regulations, including the Foreign Corrupt Practices Act.

52. MOONLIGHTING RESTRICTION.

Consultant shall neither employ, nor knowingly permit subcontractors to employ, Owner employees to perform the Work while the employees are employed by Owner.

53. CONFLICTS OF INTEREST

Contractor shall disclose to Owner any potential conflict of interest between the Contractor and Owner, and receive written permission from Owner prior to entering into any business transactions. Examples may include: 1) Contractor who has business or non-business relationships with Owner employees who can make decisions impacting Contractor's business; 2) Owner employees or their family members who have an ownership interest in Contractor's business; or (3) Contractor employees or their family members who serve as an officer, director, employee, agent or consultant of Owner or any Owner Affiliate. This policy also applies to any Subcontractor of Contractor who performs Work.

54. RESERVED.

55. RESERVED.

56. INTERPRETATION AND CAPTIONS.

The parties acknowledge that (a) they are of equal bargaining strength and have jointly participated in the preparation of the Agreement; and (b) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of the Agreement, any portion thereof, or any amendments thereto. The captions for the Sections and Articles contained in the Agreement have been inserted for convenience only and form no part of the Agreement and shall not be deemed to affect the meaning or construction of any covenants, agreements, conditions or terms of the Agreement.

57. SURVIVAL.

All agreements, representations, warranties and covenants made by a Party to the Agreement and in the certificates or other documents delivered by a Party pursuant to the Agreement shall be considered to have been relied upon by the other Party and shall survive Final Acceptance of the Work hereunder. All requirements, terms, conditions and provisions that by their nature are incapable of being fully performed within the period of performance hereof shall survive cancellation, termination or expiration of the Agreement, including, without limitation, all of Consultant's non-disclosure obligations, warranties, and indemnities for the benefit of Owner.

58. COMPLETE AGREEMENT.

The Agreement shall constitute the complete agreement between the parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the parties. No change to the Agreement shall be binding upon the parties unless made in writing and signed by both parties.