

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

Pursuant to the terms of this Mutual Confidentiality and Nondisclosure Agreement (the “Agreement”), the undersigned parties provide energy efficiency programs for their respective gas and electric customers through energy efficiency plans (“Energy Efficiency Plans”) approved by the Department of Public Utilities (the “Department”) from time to time in accordance with G.L. c. 25, §19, and in furtherance thereof, may furnish to each other certain Confidential Information (“Purpose”).

The term “Confidential Information” means all non-public or proprietary customer information, trade secrets, and commercial and financial information disclosed to the receiving party by or on behalf of the disclosing party in connection with the Purpose, whether disclosed directly or indirectly, in writing or orally, and that is described (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of disclosure or the content or nature of the information disclosed. “Confidential Information” includes “Customer Information” which includes, but is not limited to, customers’ names, address, email address, account number, billing information, load information, and usage information. Confidential Information does not include:

- (a) information already in the rightful possession of the receiving party at the time of disclosure by the disclosing party, as long as such information was not provided by the disclosing party or its Affiliates;
- (b) information that is now or later becomes publicly available, unless such information becomes publicly available as a result of any action or inaction on the part of the receiving party or its Representatives in violation of this Agreement;
- (c) information received by the receiving party from a third party, unless such third party was under a duty of confidentiality with respect to such information;
- (d) summaries, analyses, or similar information derived by the receiving party from Confidential Information that does not reveal or disclose any Confidential Information;
- (e) information independently developed by the receiving party or its Affiliates without the use of any Confidential Information of the disclosing party; or
- (f) the disclosing party agreed in writing that such information is free of the restrictions set forth in this Agreement.

The undersigned parties consider the Confidential Information to be proprietary, privileged, highly sensitive, confidential, or in the nature of a trade secret and information that would not customarily be released to the public. The parties acknowledge that the undersigned Cape Light Compact JPE (“Compact”) is a public entity subject to the Massachusetts Public Records Act, including, without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10, and the Massachusetts Open Meeting Law, M.G.L. c. 30A §§18-25 and that the remaining undersigned parties would not customarily publicly release the Confidential Information. The parties further acknowledge that pursuant to G.L. c. 4, s. 7, cl. 26(s), the Compact may withhold from public disclosure trade secrets or confidential, competitively sensitive or

other proprietary information provided in the course of its activities as a municipal aggregator under G.L. c. 164, §134, if the Compact determines that such disclosure will adversely affect its ability to conduct business in relation to other entities making, selling or distributing electric power and energy, which may include the Confidential Information shared among the parties to this Agreement as part of the joint administration of energy efficiency pursuant to G.L. c. 25, §§ 19, 21.

In consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. This Agreement shall continue in force for a term of three (3) years from the latest signature date shown below ("Term") but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. Prior to the expiration of such Term, the Agreement may be terminated at any time by a Party giving thirty (30) days prior written notice to the other Party, subject to any continuing obligations regarding Confidential Information set forth herein that survive such expiration or termination, including without limitation, continuing confidentiality obligations regarding Customer Information.

2. Except as otherwise permitted by this Agreement, Confidential Information of one party shall not be disclosed or divulged or otherwise made available, in whole or in part, by the other party or any of its officers, directors, shareholders, employees, agents, examiners, auditors, legal counsel or Affiliates ("Representatives") to any third party or person, or copied, reproduced, used, published or disseminated by any such entity or person for any purpose other than the Purpose. Each party agrees to take all necessary and appropriate actions to keep Confidential Information of the other party, in whatever form or medium contained or represented, confidential and secret in a manner consistent with the measures that the receiving party uses to protect its own most sensitive confidential information, but in no event less than a reasonable standard of care. Each party further agrees that no one shall possess, or have access to Confidential Information of the other party, other than receiving party's Representatives who have a need to know the Confidential Information for the Purpose, and have agreed to comply with receiving party's obligations set forth in this Agreement. The receiving party shall immediately notify disclosing party, and shall be responsible for, any breach of this Agreement to the extent caused by the acts and omissions of Representatives. For purposes of this Agreement, the term "Affiliate" means any Person controlling, controlled by, or under common control with, any other person; "control" shall mean (i) the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or (ii) the right to appoint a majority of such Person's directors. "Person" means any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association. In the case of the Compact, the term Affiliate also means a member of the Compact.

3. Except as otherwise set forth in Section 2, the receiving party may not disclose any Confidential Information to any third party without the prior written consent of the disclosing party. After having obtained the written consent of the disclosing party, the receiving party agrees that it will: (i) advise the third party of the terms of this Agreement; (ii) advise such party that he or she is bound by the terms of

this Agreement; and (iii) requires such party to execute a non-disclosure agreement with terms as least as protective as those set forth in this Agreement. The receiving party may disclose Confidential Information only to consultants of the receiving party who execute Non-Disclosure Certificates. The receiving party shall promptly notify the disclosing party of all disclosures to third parties.

4. The "Confidentiality Period" starts on the date of receipt of Confidential Information and continues for the duration of the Term and for any period thereafter that either party has under its control the Confidential Information of the other party provided that in the case of Customer Information, the term of receiving party's obligations and duties for Customer Information shall survive for a period that is the greater of (i) the Term plus such period thereafter that either party has under its control of the Confidential Information of the other party, or (ii) so long as such Customer Information is required to be kept confidential under applicable law. This Agreement shall govern the delivery and use of all Confidential Information until terminated by written notice from either party or termination of the Confidentiality Period, except that the confidentiality and nondisclosure obligations hereunder with respect to Confidential Information which, by their nature, survive the termination of this Agreement, will do so to give full force and effect to those provisions.

5. Following termination, or at any time upon written request of the disclosing party, all Confidential Information given by either party to the other party, and all copies thereof, in tangible form, shall be returned by the receiving party or destroyed (as directed by the disclosing party), and the receiving party shall give the other party prompt written confirmation of such actions. Notwithstanding the foregoing, neither party is obligated to return or destroy Confidential Information that (a) it is required by law or regulation to retain, (b) is commingled with other information or documents of the receiving party if it would pose a substantial administrative burden to destroy such Confidential Information, or (c) is contained in an archived computer system or backup made by the receiving party in accordance with its standard security or disaster recovery procedures, provided in each case that: (i) such retained documents will eventually be erased or destroyed in the ordinary course of records management and/or data processing procedures; and (ii) that the receiving party remains fully subject to the obligations of confidentiality in this Agreement until the later of the eventual destruction or the termination or expiration of the confidentiality obligations set out in this Agreement.

6. Neither party may assign this Agreement or any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any such assignment or delegation will be void. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns. The covenants and obligations contained herein shall be binding on any and all Affiliates.

7. All Confidential Information disclosed under this Agreement will remain the property of disclosing party. Nothing in this Agreement shall be construed as granting or implying any right under any copyright, trademark, patent, or other intellectual property right, or the right to use copyrighted material, trademarks or inventions covered thereby, beyond the limited rights granted herein. Nothing in this Agreement will restrict or limit the right of receiving party to assign personnel for any purpose or to independently receive, review, procure or otherwise access products or services competitive with those of disclosing party without using disclosing party's Confidential Information.

8. The receiving party may disclose the disclosing party's Confidential Information if such information is required to be disclosed by such party by law or regulation, or in response to a valid order or decree of a court or other governmental body of competent jurisdiction (and in the case of the disclosing party, such information shall be disclosed pursuant to a request by a governmental body with jurisdictional authority over the disclosing party or its Affiliates), but only to the extent of or for the purposes of such law, regulation or order; and only if the disclosing party first notifies the other party of the law, regulation or order and reasonably cooperates with such party in seeking any available and lawful confidential or protective treatment or to otherwise limit such disclosure; provided, however, that such notification is not prohibited by applicable law or regulation. Notwithstanding anything herein to the contrary, the receiving party will not be liable for disclosure of Confidential Information if made in connection with any audit or regulatory examination of the receiving party or any of its Affiliates by any governmental agency or authority having jurisdiction over the receiving party.

9. This Agreement constitutes the entire agreement between the parties with respect to the Purpose, and supersedes any prior or contemporaneous agreements, understandings, representations or discussions, written or oral, regarding the Purpose. For purposes of clarity, this Agreement does not affect any agreement between the parties with respect to other matters, including but not limited to any agreements related to the receiving party's provision of services to the disclosing party. This Agreement shall not be modified or amended except by the written agreement of the parties. No waiver of any provision of this Agreement, or any consent made pursuant to this Agreement, shall be effective unless made in writing by the waiving or consenting party. A party's failure to enforce any provision of this Agreement will not constitute a waiver.

10. The parties acknowledge that performance of the Agreement is subject to compliance with applicable federal and state laws, regulations, or orders relating to such Confidential Information, as may be amended, and agree to comply with all such laws, regulations or orders.

11. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. The undersigned consent and submit both to the exclusive personal and subject matter jurisdiction of any federal or state court located within the Commonwealth of Massachusetts in any action to enforce, or arising out of, this Agreement. In the event that any provision of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable, the court will replace it with a valid and enforceable provision that most closely approximates the intent of the parties, and the remaining provisions of this Agreement shall continue to be in full force and effect.

12. It is understood and agreed that money damages would not be sufficient remedy for any breach of this Agreement, that the non-breaching party would suffer irreparable harm from any such breach and that the non-breaching party shall therefore, be entitled to seek specific performance and injunctive relief as remedies for any such breach without the necessity of showing irreparable harm or the insufficiency of money damages. Such remedies shall not be deemed to be the exclusive remedies for a breach of the Agreement but shall be in addition to all remedies available at law or in equity to the non-breaching party.

13. Disclosing party warrants that it has the right to disclose Confidential Information but makes no other warranties, express or implied. CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.

14. This Agreement does not create any agency, partnership or business relationship between or among the parties. This Agreement: (a) is not made for the benefit of any third parties; (b) may be executed and delivered in counterparts, including by fax or email, each of which will be deemed an original; (c) may be imaged and stored electronically and introduced as evidence in any proceeding as if an original business record.

15. Notices under this Agreement must be sent in writing to the addresses below or to such other address as a party has notified the other in writing.

**EVERSOURCE ENERGY SERVICE COMPANY
AS AGENT FOR NSTAR ELECTRIC COMPANY
NSTAR GAS COMPANY AND
EVERSOURCE GAS COMPANY
OF MASSACHUSETTS**

**NATIONAL GRID USA SERVICE COMPANY, INC. AS AGENT FOR
MASSACHUSETTS ELECTRIC COMPANY, NANTUCKET ELECTRIC
COMPANY, BOSTON GAS COMPANY EACH D/B/A NATIONAL
GRID**

By: *Tilak Subrahmanian*
Name: Tilak Subrahmanian
Title: Vice President, Energy Efficiency,
Electric Mobility and Demand Management
Date: March 18, 2022

By: _____
Name: John Isberg
Title: Vice President, Customer Solutions
Date: March 18, 2022

The Berkshire Gas Company

By: *EJ Robie*
Name: Erik Robie
Title: Director Customer Programs and
Products
Date: March 18, 2022

**LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY)
CORP. D/B/A LIBERTY**

By: _____
Name: R.J. Ritchie
Title: Director, Legal Services
Date: March 18, 2022

**FITCHBURG GAS AND ELECTRIC LIGHT CAPE LIGHT COMPACT JPE
COMPANY D/B/A UNITIL**

By: _____
Name: Patrick H. Taylor
Title: Chief Regulatory Counsel
Date: March 18, 2022

By: _____
Name: Margaret T. Downey
Title: Administrator
Date: March 18, 2022

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Name: Tilak Subrahmanian
Title: Vice President, Energy Efficiency,
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Date: March 18, 2022

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By: _____
Name: Erik Robie
Title: Director Customer Programs and
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Date: March 18, 2022

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By: _____
Name: R.J. Ritchie
Title: Director, Legal Services
Date: March 18, 2022

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Date: March 18, 2022

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Date: March 25, 2022

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Name: Margaret T. Downey
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Date: March 18, 2022

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Date: March 18, 2022

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Name: Margaret T. Downey
Title: Administrator
Date: March 18, 2022