Terms and Conditions for Services

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TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS

The following terms shall have the following meanings:

A. "Affiliate" means, with respect to any Person, each Person that directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

B. "Agreement" means, collectively, these Terms and Conditions, the document(s) issued by Company called the "Purchase Order" and/or "Contract," the "Contract Documents" listed in either the Purchase Order and/or Contract, and all other documents that the Purchase Order and/or Contract specifically incorporate by reference into the Agreement.

C. "Change Order" means the document issued by the authorized Company Representative that modifies the Agreement.

D. "Company" means the DTE Energy Company entity stated on the first page of the Purchase Order and/or Contract.

E. "Company Data" means Company's Confidential Information and all other information, data, materials, works, expressions, or other content owned or provided by or on behalf of Company to Contractor or its representatives or to which Contractor or its representatives have access, including any that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Company to Contractor or its representatives, or (b) collected, downloaded, or otherwise received by Contractor for Company pursuant to this Agreement or at the written request or instruction of Company. All outputs, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Company Data are themselves also Company Data.

F. "Company Representative" means the Company representative(s) identified in the Purchase Order and/or Contract.

G. "Confidential Information" means any information disclosed by Company, or on behalf of Company, to Contractor, whether written, oral or otherwise and includes, but is not limited to, any and all technical, business or financial information or property owned by or licensed to Company or otherwise relating to Company and/or any of its affiliates and related entities which is disclosed to Contractor, including but not limited to information regarding products, processes, personnel, finances, operations, trade secrets, know-how, formulas, data, network configuration, strategic partners, drawings, proprietary information, marketing, strategic or other plans, energy generation, transmission or distribution costs, customer names or lists, prices, or any other non-public information. Confidential Information also includes written notes, memorandum, analyses, studies or reports made or prepared by Contractor or its agents, employees, or consultants reflecting Confidential Information.

H. "Contract" means a commercial document issued by a Company buyer which indicates specific terms and conditions but does not authorize the performance of any work.

I. "Contract Documents" means the Contract or Purchase Order documents forming the basis of the project to execute the stated scope of Work.

J. "Contractor" means the person or legal entity with whom Company has entered into the Agreement.

K. "Contractor Personnel" means Contractor's employees, agents, Subcontractors and Suppliers (and their respective employees and agents), and any other personnel used by Contractor in performing Work under the Agreement.

L. "Laws" means all applicable federal, state and local laws, ordinances, industry standards, codes, regulations and executive orders or decrees.

M. "Process" or "Processing" means the collection, recording, organization, structuring, alteration, access, disclosure, copying, transfer, storage, deletion, retention, combination, restriction, adaptation, retrieval, consultation, destruction, disposal, sale, sharing, augmentation or other use of Company Data.

N. "Purchase Order" means a commercial document indicating type, quantity and agreed prices for products and services, that is issued by a Company buyer when placing an order with a vendor, supplier, or contractor.

O. "Site" means the Company site or other specified location where the Work shall be performed.

P. "Subcontractor" is any person or legal entity doing all or any portion of the Work on behalf of Contractor. Except as expressly set forth in Section 5, nothing in the Agreement shall create any contractual relationship between Company and any Subcontractor.

Q. "Supplier" is any person or other entity supplying material, equipment or goods in connection with the Work on behalf of Contractor. Except as expressly set forth in Section 5, nothing in the Agreement shall create any contractual relationship between Company and any Supplier.

R. "Third Party Work" means any original works of authorship or inventions or designs created or owned by a third party and used in performing any Work under the Agreement, as identified in writing in sufficient detail in the Agreement so as to distinguish such Work from Work Product developed or created under the Agreement.

S. "Warranty Period" means the applicable warranty length specified in the Purchase Order or, if the Purchase Order does not specify a warranty length, the first to occur of 1) 24 months after the Work is first used for the purposes intended by Company, or 2) four years after the date Company accepts the Work.

T. "Work" means the services and labor to be performed and equipment and materials to be furnished by Contractor to fulfill Contractor's obligations under the Agreement, including all repairs or replacements under any warranty.

U. "Work Documents" means all manuals, designs, specifications, technical descriptions, drawings, plans, reports, calculations, summaries and other items to be delivered by Contractor to Company under the Agreement.

V. "Work Product" means all materials, notes, reports, documentation, computer programs in object code and fully-commented source code, literary works, graphical works, performances or displays and any derivatives, inventions, formulae, processes, machines, manufacturers, composition of matter devices or any portions thereof and Work Documents, and any improvements on any of them, prepared or developed by Contractor for Company in the performance of the Agreement.

2. CONTRACTOR RESPONSIBILITIES

A. Contractor agrees to perform all services, furnish all labor, supervision, materials, equipment and tools and technical and professional services that are necessary or incidental to perform the Work and perform all other obligations described in the Agreement.

B. Any rights of Company to inspect, reject, approve or otherwise oversee the Work and provisions regarding the conduct of the Work, including safety rules and practices, are for Company's benefit only and do not relieve Contractor of its responsibilities under the Agreement.

C. Contractor will adhere to Company's guidelines for the exchange of small business courtesies such as gifts, moderate meals and entertainment. Providing Company employees with cash or cash equivalent of any kind is strictly prohibited. Acceptable forms of entertainment may include infrequent, moderate gifts or hospitality of nominal value as part of vendor relationships. Unacceptable forms of entertainment include gambling expenses or sexually explicit entertainment.

3. INDEPENDENT CONTRACTOR

Contractor and all its employees, Subcontractors and Suppliers are, with respect to Company, independent contractors. Contractor shall be solely responsible for the performance, general direction, supervision and efficient administration of the Work of Contractor Personnel.

4. CONTRACTOR'S EMPLOYEES AND MANAGEMENT

A. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, procedures and coordination of all portions of the Work under the Agreement. Contractor shall be solely responsible for 1) payment of any and all wages, taxes, or benefits that are due and owing to Contractor Personnel, 2) computation of compensation, unemployment compensation, overtime and fringe benefits, and 3) performance of such other duties and obligations as are required to comply with all applicable federal, state and local Laws, ordinances, rules and regulations.

B. Contractor shall be solely responsible for the acts and omissions of Contractor Personnel.

C. Contractor Personnel working on Company premises shall comply with all Laws and applicable Company policies.

D. Contractor shall perform the Work diligently and maintain at all times a sufficient number of competent and highly skilled Contractor Personnel to complete the Work timely, properly, and in a workmanlike manner in accordance with the highest industry standards. Unless specifically waived by Company, a competent Contractor's designated representative with authority to act for and bind Contractor shall be at the Site at all times during working hours to supervise the Work. Work shall be conducted in cooperation with Company's supervisors, engineers, or other Company employees and contractors in such manner that Company's operations shall not be interrupted unnecessarily. Contractor will present workers who are trained, ready, and willing to perform services, without any training, whatsoever, from the Company.

E. At Company's request, Contractor shall remove any Contractor Personnel that Company in its sole discretion deems incompetent, disorderly, insubordinate, careless or otherwise objectionable, without cause, at any time.

F. Contractor shall have established work rules and procedures, at all times, for Contractor Personnel, and shall maintain discipline records. Labor for the Work or Contractor Personnel to be employed shall not cause a conflict or interference with or between the various trades. Contractor shall be solely responsible for all agreements with labor for the Work (or for Contractor Personnel) and for the resolution of all labor problems or disputes. Contractor shall keep the Company and Company Representative fully informed of all developments in labor relations that affect or could affect the Work or the Site. This includes, but not limited to Collective Bargaining Agreement negotiations, Unfair Labor Practice Charges before the National Labor Relations Board ("NLRB"), 10(j) injunctions under the NLRB, and Representation Petitions.

G. The Work is to be conducted in accordance with the standard work week of particular trade(s) involved or conditions of the labor agreements applicable to the Work on the basis of straight time, regular shift work, unless otherwise authorized by Company Representative. Contractor shall not pay wages, overtime rates, shift rates or any allowances including travel, subsistence and other fringe benefits, if any, in excess of those stated in the applicable labor agreements, or engage in practices which are not a part of terms and conditions of labor agreements, including a shortened work week, unless authorized by Company Representative.

H. Company may direct Contractor, whenever Company deems it necessary, to supply and furnish to Contractor Personnel Company approved identification badges, passes or both. Contractor shall not, in any event, admit to the Site any person who does not have proper credentials sufficient to establish that such person has a legitimate purpose for being on or about the Site.

I. Contractor's organization shall include professional management personnel (whose skills shall include engineering expertise and expertise in other disciplines associated with the Work) to support the Work and to interface with Company's management regarding labor relations, planning, scheduling, material quantity take-offs, estimating, quality control and technical matters.

J. Contractor shall take all reasonable and appropriate steps, including but not limited to, prompt initiation of legal proceedings (NLRB and/or other civil action), to end any illegal work stoppages, slowdowns or other labor disturbances, and if it fails to do so, it shall be liable for all damages incurred by Company as a result of such illegal labor disruptions.

5. HIRING AND SUBCONTRACTING

A. Contractor shall not hire aliens who are unauthorized or ineligible for U.S. employment at Contractor, pursuant to the Immigration and Nationality Act as amended (INA). Contractor shall comply with the INA verification and retention requirements for its employees hired after November 6, 1986, and with such other applicable requirements of employers as have been or will be issued, pursuant to the INA, or pursuant to the authority of the Department of Homeland Security and U.S. Citizenship and Immigration Services (USCIS) or their successors.

B. Contractor will not assign, delegate or subcontract any of its obligations or rights under the Agreement without the prior written consent of Company Representative. Any assignment, delegation or subcontract shall not relieve Contractor of 1) its responsibility to complete the Work in accordance with the terms of the Agreement, 2) its liability for any Work performed by Contractor Personnel, or 3) any other obligations that Contractor owes to Company.

C. Contractor shall incorporate the obligations of the Agreement into its respective subcontracts, agreements and purchase orders (a copy of which is to be submitted to Company upon request), including the right to assign to Company all of its Subcontractor, Supplier, equipment rental and/or other agreements applicable to the Work.

D. Company is the intended third-party beneficiary of all contracts for design, engineering or consulting services, all trade contracts, subcontracts, purchase orders and other agreements between Contractor and third parties relating to the Work.

6. COOPERATION AND OTHER CONTRACTS

A. Company may undertake or award other contracts for work at the Site. Throughout the term of the Agreement, close cooperation between Company, Contractor and any other contractors and subcontractors performing any work is to be maintained in order to 1) avoid interference with the Work of Company, other contractors, or with the operation or maintenance of Company's existing facilities, and 2)

ensure that adequate safety precautions and protections are provided and utilized whenever appropriate. Contractor shall cooperate with Company to schedule its Work so as to avoid interference with the performance of work by other contractors, subcontractors or Company.

B. Contractor must anticipate that its Work may be interfered with or temporarily delayed from time to time on account of the concurrent performance of work by others. Company may require that certain facilities be used concurrently by Contractor and other persons or entities.

7. MATERIALS AND EQUIPMENT

A. Contractor shall receive, unload, store, warehouse, protect, handle and maintain all materials, tools and equipment intended for Contractor's use, whether supplied by it, Company or others. Title to any and all materials and equipment to be incorporated into the Work shall pass to Company upon delivery to the Site and risk of loss to all equipment, materials and the Work shall remain with Contractor until the Work is accepted by Company. Without limiting the foregoing, and notwithstanding a contrary Incoterm or other shipping term, Company will in no event be the importer of record of any materials, equipment, or other goods supplied by Contractor or any Subcontractor or Supplier.

B. Contractor agrees that the location and size of lay down areas are within Company's sole discretion and that Company's or another contractor's activities at the Site may limit the lay down area or areas available to Contractor.

8. WORK AREAS AND ACCESS

A. Company may require Contractor to perform Work in a particular area of the Site and at a particular time. Contractor shall confine its office, shops, storage, and equipment parking to the area assigned by Company.

B. Company's representatives and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall at all times, for the purpose of determining compliance with the Agreement or other requirements, have access to such areas and the premises used by Contractor.

C. Contractor shall be solely responsible for any act of trespass or any injury to third party property resulting from or in connection with the Work. Contractor shall be liable for any claims that may arise from Contractor's deposit of debris of any kind upon adjacent property.

9. SITE SERVICES AND FACILITIES

Contractor shall, unless otherwise specified in the Agreement, provide all temporary construction facilities such as portable water, sanitary and storage facilities, heat and ventilation, telephone service, offices, warehouses and other ancillary supplies, materials and equipment necessary or appropriate to properly execute and complete the Work ("Ancillary Facilities"). Before erecting or otherwise installing such Ancillary Facilities, at Company's request, Contractor shall furnish Company, at its request, drawings and other information concerning such facilities (whether planned or existing).

10. LINES, GRADES, AND MONUMENTS

A. Contractor shall complete the layout of all Work and shall be responsible for all measurements that may be necessary or required for the execution of, and shall complete, any Work to the locations, lines, and grades specified in the Agreement, except to the extent expressly stated otherwise in the Purchase Order.

B. It may be necessary at times for Company to temporarily interrupt a portion of Contractor's activities in order that Company or its designate may make measurements or surveys without interruptions or other interferences that may impair the accuracy of the results of such measurements or surveys. At any time, upon request by Company, Contractor shall interrupt its activities to such extent as may be necessary for this purpose.

11. SITE CONDITIONS

A. Contractor shall take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to Contractor with information that is publicly available, provided by Company, or otherwise set forth in the Agreement before commencing any activities. Contractor has sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, particularly (but without limitation) with respect to 1) those affecting transportation, access, disposal, handling and storage of materials, including lay down areas, 2) availability and quality of labor, water and electric power, 3) availability and conditions of roads, climatic conditions and seasons, 4) river hydrology and river stages, 5) physical conditions at the Site, 6) topography and ground surface conditions, 7) subsurface geology, and nature and quantity of surface and subsurface materials to be encountered, 8) equipment and facilities needed prior to and during performance of the Work, and 9) all other matters which can in any way affect performance of the Work or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating the difficulty and cost for successfully performing the Work. If Company furnishes any data or other information concerning surface or subsurface conditions, Contractor shall be responsible for its interpretation of such data or information.

B. Contractor shall promptly, before proceeding with the Work or disturbing such conditions, notify Company in writing of 1) subsurface conditions at the Site differing materially from those indicated in the Agreement, and/or 2) unknown physical conditions at the Site, of an

unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work. Company shall, as promptly as practicable, investigate the conditions and make a determination. If Company determines that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of any Work, whether or not changed as a result of such conditions, an adjustment shall be made in accordance with the Agreement. If Contractor proceeds with any Work without written notice of such conditions to Company, Contractor shall assume responsibility for such performance and bear all costs attributable for any corrections. No claim of Contractor under this Section shall be allowed unless Contractor has given Company the required notice before proceeding with any Work.

12. CLEANUP OF SITE

A. Contractor shall, at all times, keep its work areas and premises and access to such areas and premises in a neat, clean and safe condition. Unless otherwise specified, clean means "broom clean" and in the original condition found by Contractor. If Contractor fails to comply with any of the obligations of this Section, the same may be accomplished by Company at Contractor's sole expense.

B. After completing a portion of Work, Contractor shall promptly remove equipment, temporary structures, waste and surplus construction and other materials and Ancillary Facilities that Contractor is not using at or near the same location during later stages of Work. After completing the Work and before Company makes final payment, Contractor shall, at its expense and to Company's satisfaction, dispose of all Ancillary Facilities, rubbish waste, unused materials and other equipment and materials belonging to it or used in the performance of the Work, and Contractor shall leave the work areas and premises in a neat, clean and safe condition.

13. USE OF COMPANY'S EQUIPMENT, PERSONNEL AND FACILITIES

A. Contractor may request that Company make available to Contractor certain equipment and/or facilities and operators for the performance of the Work. If Company agrees, in its sole discretion, to such request, the equipment and/or facilities fees may be charged to Contractor at rates specified by Company and subject to such terms and conditions (which may be in addition to those set forth in the Agreement) as Company may require.

B. Contractor shall assure itself of the condition of such equipment and/or facilities before use and shall assume all risks and responsibilities in its use of the equipment and/or facilities. Contractor shall defend, indemnify and hold Company harmless against any damages or claims that may arise from such use. Before returning such equipment and/or facilities to Company, Contractor shall confirm that no part of the equipment and/or facilities loaned to Contractor have been over-stressed or damaged in any way.

C. In the event such equipment is furnished with an operator, it is understood that such operator shall perform the Work under the complete direction and control of Contractor and shall (for the duration of the Work such operator is performing) be considered Contractor's employee for all purposes other than the payment of wages, Worker's Compensation or other benefits provided directly by Company.

14. SAFETY AND SECURITY

A. Contractor shall take all necessary precautions for the protection of the health and safety of Contractor Personnel, Company, the public and other third parties and shall at all times comply with Company's health, safety and security rules and procedures applicable to the Work or the Site (which are subject to change from time to time).

B. Company may furnish security personnel at the Site to control access, patrol yards and buildings, maintain order, and enforce regulations. The presence or absence of such security personnel shall not modify the responsibility of Contractor for loss and/or damages to persons or property.

C. Alcoholic beverages, controlled substances, drugs, firearms and hunting devices are prohibited from the Site under all conditions. Company security personnel may conduct periodic, random inspections of vehicles, lunch boxes, coolers, cartons, or other containers brought onto the Site.

15. REPORTING OF ACCIDENTS AND SECURITY INCIDENTS

A. Contractor must verbally notify either 1) the Company employee (or his/her designee), who oversees the work day-to-day and is assigned as the contact for the activities of Contractor Personnel working at the Site ("DTE Representative"), or 2) the Company employee (or his/her designee) who is assigned as being responsible for safety communications between Contractor and Company ("Designated Safety Person") whenever Contractor Personnel reports a work-related injury/illness.

B. Injuries/Illnesses resulting in Medical Treatment will be reported to DTE Energy Security Control Center at 313.235.9113.

C. Unless otherwise directed by Company, within 72 hours of the work-related injury/illness, Contractor must complete and submit a written report to either its DTE Representative or Designated Safety Person outlining:

1. Description of event/incident which resulted in the injury/illness,
2. Investigation report outlining Causal Analysis and Corrective Actions. Company does not mandate which Causal Analysis Tool will be employed, however have made available the National Safety Council – Guide for Causal Analysis and Corrective Actions

(This tool can be found on the Quest Site, Corporate Safety – One Stop Shop for Safety Reporting and Recordkeeping). Corrective Actions are required to include a targeted Date of Completion.

D. The Contractor is to make available at Company's request all reports, findings or other documents relating to the Contractor's investigation of the incident.

E. Company reserves the right to conduct its own investigation of any incident/illness occurring on Company's property. Such an investigation may include, but not be limited to, inspection of the incident site, interviews of employees, the procurement of physical evidence, and employee statements deemed necessary by Company.

F. Accidents involving death or serious injury shall be cause, upon Company's discretion, to have the Contractor made ineligible for further work pending review by the Company's Safety and Health Representative(s).

G. Contractor must immediately verbally notify the DTE Representative of any observed, experienced, or known security-related incident (including theft, vandalism, threats, unauthorized access, or other suspicious activity). In addition, Contractor must immediately report any incident involving criminal or suspicious activity to the 24-hour DTE Security Control Center at 313.235.9113.

H. Incidents involving serious security concern shall be cause, upon Company's discretion, to have the Contractor made ineligible for further work pending review by the Company's Corporate Security Team.

16. WORK DOCUMENTS

Contractor shall deliver all Work Documents (whether or not completed) to Company upon request or termination of the Agreement. All Work Documents or Work Product furnished by Contractor in connection with the Agreement are the property of Company and, notwithstanding any markings or notices to contrary included on such Work Documents or Work Product, there shall be no restrictions upon Company's use thereof.

17. CONTRACTOR SUBMITTALS

Contractor shall submit Work Documents to Company for review and approval before implementing the information contained in such documents, and 1) resolve any questions raised by Company's comments, 2) follow Company's instructions indicated on the documents, and 3) obtain Company's authorization to proceed. Without limiting the previous sentence, Work Documents shall be submitted on or before the dates required in the Agreement. Company's review does not mean that a complete design and specification analysis has been or shall be performed. Authorization to proceed shall not constitute acceptance or approval by Company of design(s), detail(s), calculation(s), analysis(es), test method(s), or material developed or selected. Notwithstanding review by Company and Company's authorization to proceed, Contractor remains fully and completely responsible for complying with its obligations hereunder.

18. ELECTRONIC SUBMISSIONS

A. Contractor warrants that 1) it has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, 2) software and related electronic documentation provided to Company does not contain any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability, 3) Contractor has implemented failsafe features for all products that protect the product's critical functionality, even when the product's security has been compromised, and 4) Contractor and Contractor's products comply with all applicable required cyber-security guidelines and standards. Upon Company's request, Contractor shall provide Company or Company's authorized representative with (i) a written copy of its development security standards and/or (ii) a third-party assessment confirming Contractor's product development complies with the requirements in this Section.

B. Without limiting any other rights Company may have under the Agreement, if such virus or other contaminant is brought into Company's computer environment, by or through Contractor, Contractor shall reimburse Company for all labor, material and costs (whether internal or third party) incurred by Company to identify, contain and correct the effects of such virus.

19. INTERRUPTION OF SERVICES

A. Unless otherwise specified in the Agreement, all Work is to be performed without interruption of service to Company's customers, consistent with Company's safety rules and procedures. If, in Contractor's opinion, it shall be necessary to interrupt service, Contractor shall advise the Company Representative as soon as possible in advance of the anticipated interruption. If Company determines, in its sole discretion, that interruption is necessary, it shall make all arrangements and shall advise Contractor of such arrangements. If Company determines it is not necessary, Contractor shall proceed with the Work without such interruption.

B. Public utility facilities, such as plant generating equipment, communications and power lines, gas and water mains, telephone and other cables and structures and the like, are not to be moved or otherwise tampered with until suitable arrangements with the company owning or operating such facilities are completed. Contractor shall, if appropriate, contact MISS DIG®. Contractor shall notify Company reasonably in advance of commencing any Work in the vicinity of such facilities and shall make all necessary arrangements without loss of time or interference with Company's schedules.

20. INSPECTION

A. Contractor is responsible for inspection of all materials furnished for the Work and the workmanship of materials furnished by Contractor or its Subcontractors or Suppliers. However, all equipment, materials and Work shall at all times be subject to inspection and testing by Company. Company shall have the right to reject equipment, materials and Work not complying with the requirements of the Agreement. Company shall notify Contractor in writing that such materials, equipment or Work are rejected. Thereupon, Contractor shall satisfactorily correct rejected Work and repair or replace rejected equipment and material, all in accordance with the Agreement and at Contractor's expense. Contractor shall promptly segregate and remove rejected materials and equipment from the Site.

B. Company shall perform inspections in such manner as not to unreasonably delay the Work, and Contractor shall perform the Work in such a manner as not to unreasonably delay inspection. Contractor shall give Company reasonable advance notice of operations requiring special inspections or tests and may request inspection of a portion of any Work at any time by reasonable advance notice to Company.

C. Company may inspect materials and finished articles to be incorporated into any Work at the place of manufacture or shipment. Contractor shall make provisions for such inspections with its Suppliers and Subcontractors. When such inspections are required by the Agreement, no such materials or finished articles shall be shipped from such place of inspection or incorporated in any Work prior to inspection or without a written waiver of such inspection by Company.

D. No acceptance of equipment, materials or Work shall be construed to result from inspection of the Work in progress by Company. Any inspections or tests or waivers thereof shall not relieve Contractor of its responsibility for meeting the requirements of the Agreement.

E. Nothing herein set forth shall be construed as requiring Company to inspect or otherwise examine the method, manner and means by which Contractor performs the Work or Contractor's safety practices or adherence to applicable Laws, regulations, codes, ordinances and common trade or industry practices and standards, all of which shall be Contractor's sole responsibility.

21. USE OF COMPLETED PORTIONS OF THE WORK

A. Whenever Company determines that any portion of the Work performed by Contractor is in a condition suitable for use, Company may take possession of or use such portion. Such use by Company shall in no event be construed as constituting acceptance, and shall neither relieve Contractor of any of its responsibilities under the Agreement, nor act as a waiver by Company of any of the terms of the Agreement, provided that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use.

B. If, as a result of Contractor's failure to comply with the provisions of the Agreement, such use is unsatisfactory to Company, Company shall have the right to continue such use until such portion of the Work can, without adversely affecting Company, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment by Contractor, as necessary for such Work to comply with the Agreement, provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed 12 months, unless otherwise mutually agreed upon in writing between the parties.

22. LOSS OF OR DAMAGE TO WORK

Until acceptance of the Work by Company, Contractor shall be responsible for the Work and any loss or damage to such Work shall be at Contractor's risk and Contractor shall, at its own cost, promptly repair or replace the damaged Work.

23. SCHEDULE AND PROGRESS

A. All time periods or limits stated in the Agreement, including, but not limited to, the date of commencement of the Work and the date of completion set forth in the Agreement, are of the essence.

B. Unless otherwise specified in the Agreement:

1. Within ten days after the date of the Agreement, Contractor shall submit to the Company Representative for approval, a schedule that provides for the orderly, practicable and expeditious completion of the Work (in a format appropriate for the Work) that takes into account Contractor's Subcontractors and Suppliers, material and equipment delivery schedules and the relationship of the Work to other activities at the Site.
2. Company shall either approve the schedule or return it to Contractor for revision. If returned, Contractor shall submit a revised schedule to Company for approval.
3. Contractor shall furnish to Company every 30 days an updated schedule that reflects the status of the Work and incorporates all changes to the schedule.
4. Contractor shall provide written notice to the Company Representative at least ten days prior to starting the Work or taking measurements preparatory for such commencement. On the day before commencement of the Work, Contractor shall also report to the Company Representative.

C. Company relies upon the approved schedule for the scheduling of work for itself and others, and Contractor shall be liable, in addition to any of the remedies of Company set forth in the Agreement, for any impacts upon itself or others resulting from Contractor's or Contractor Personnel's failure to abide by the schedule and/or failure to update the schedule as required by the Agreement.

D. If Contractor's actual progress appears to Company to be inadequate to meet the requirements of the Agreement, Company may notify Contractor of such imminent or actual non-compliance with the Agreement. Contractor shall thereupon submit a recovery plan to Company for approval and take steps such as overtime or multiple shifts, at Contractor's expense, as may be necessary to improve its progress. Neither such notice by Company or Company's failure to issue such notice shall relieve Contractor from its obligation to achieve the quality of work and rate of progress required by the Agreement or liability for delay.

24. CHANGES

A. During performance of the Work, changes to the Work may be made that require a substitution for, an addition to, or deletion of any Work or a change in the method or manner of the Work, schedule or other requirement. Company may issue Change Orders, without invalidating the Agreement and without notice to Contractor's sureties, if any, by notifying Contractor in writing and Contractor shall submit a written proposal for accomplishing the Change Order within ten days of notice of such request by Company, unless otherwise specified.

B. If Contractor believes events warrant a change to the Work or to the Agreement, Contractor must propose such change to Company within ten days of the occurrence of events giving rise to the change. The proposal shall reflect the basis for a change in compensation, if any, and the schedule. Sufficient detail shall be given in the proposal to permit thorough analysis by Company. If Company agrees with Contractor's proposal, then Company will issue a Change Order. No amendment, alteration or modification of the Agreement shall be binding unless made pursuant to a Change Order. All Change Orders shall be supplementary to and incorporated as a part of the Agreement. Contractor must submit any disputes regarding Change Orders in accordance with Section 28 (Dispute Resolution).

C. Contractor shall be solely responsible for any changes except to the extent such changes are made pursuant to a Change Order. No action, conduct, omission, prior failure or course of dealing by Company shall act to waive, modify, change or alter the requirement that a Change Order must be in writing, issued by Company Representative and, when required by Company, signed by the parties.

D. If Company determines that an emergency has occurred, or immediate action is required to avoid stopping or disrupting the Work in progress, the Company Representative may give Contractor a verbal order, direction or instruction to proceed with a change. Contractor shall, within five days after commencement of the change, unless specified otherwise in the Agreement, provide Company with a written proposal on the effect of the change. The proposal shall be administered as provided in clause B of this Section. If no such Change Order is received by Contractor within 30 days of the event, Contractor shall have the right to suspend the work associated with the change or proceed at Contractor's own risk.

25. DELAYS

A. If Contractor is delayed in the performance of the Work by 1) any act or omission of Company, its representatives, other contractors, subcontractors or suppliers (other than Contractor Personnel) or 2) any other event affecting Contractor, Company, any other contractors, or subcontractors at the Site that could not be reasonably foreseen and guarded against and Contractor is without fault or negligence, then, in each case, Contractor shall receive an extension of time only equivalent to the time that the performance of the Work as a whole was delayed, without any increase in compensation.

B. Immediately upon the onset of the delay, Contractor shall provide written notice to the Company Representative. As soon as possible, but not more than ten days after the delay or at the next scheduled update of the schedule, whichever is earlier, Contractor shall provide the Company Representative with a detailed description and probable duration of the delay, the specific portion of the Work affected, and the requested extension of time. Failure to provide such notices shall be a waiver of any claims of Contractor arising from such delay.

C. If Contractor is responsible for a delay in the progress of the Work, Contractor shall, without additional cost to Company, immediately work such overtime, acquire necessary additional equipment or perform such other acts as may be necessary to avoid delay in the completion of the Work.

D. Company may assist Contractor with expediting drawings, equipment and material to be furnished under the Agreement. Company shall be allowed reasonable access to Contractor's plants, and those of its Subcontractors and Suppliers, for expediting purposes.

26. SUSPENSION

A. COMPANY'S RIGHT TO SUSPENd THE WORK FOR CONVENIENCE

1. Company may, at any time and for any reason, order Contractor to suspend or interrupt all or any part of the Work for such period of time as appropriate for the convenience of Company.

2. If the performance of all or any part of the Work is suspended by Company, an adjustment shall be made for any increase in the cost and time of performance of the Agreement directly caused by such suspension. However, no adjustment shall be made under this Section for any suspension to the extent that performance would have been so suspended, delayed, or interrupted by any other provision of the Agreement, including due to the fault or negligence of Contractor.

3. Upon such suspension, Contractor waives all claims for damages, including, but not limited to, loss of profits, idle equipment, labor and facilities, and any claims of Contractor Personnel. Contractor's sole compensation for any suspension under this Section shall be either reasonable demobilization or standby costs, in each case, as agreed to by Company.

4. Upon receipt of notice to resume the suspended Work, Contractor shall resume performance to the extent required in the notice and, within ten days, submit to Company a revised schedule for review that reflects the effect of the suspension on the schedule. Contractor shall be reimbursed for its reasonable mobilization costs. These adjustments shall be limited to such matters as cost increases required under labor, Subcontractor or Supplier agreements in effect on the date of suspension.

B. COMPANY'S RIGHT TO SUSPEND THE WORK FOR CAUSE

If Contractor 1) fails to perform the Work, 2) fails to correct defective Work, 3) fails to supply materials or equipment in accordance with the Agreement, 4) experiences a safety incident, or 5) fails to provide Company with timely notification of certain events involving safety or affecting performance of the Work, Company may, without prejudice to any other rights or remedies available to it, order Contractor to suspend the Work, or any portion thereof, until the cause for such order has been eliminated. Such work suspensions as well as elimination of the cause therefore shall not result in any additional costs to Company or in any extension of the completion date set forth in the Agreement unless otherwise agreed in writing by Company.

27. COMPANY'S RIGHT TO PERFORM THE WORK

If Contractor fails to perform the Work or any provision of the Agreement, after three days prior written notice to Contractor or immediately if an emergency or catastrophic event takes place, Company may, without prejudice to any other remedy it may have, correct such deficiencies at Contractor's expense.

28. DISPUTE RESOLUTION

A. Contractor has the duty to promptly seek clarification and resolution of any error, omission, issue, discrepancy, misunderstanding, conflicts or dispute arising from questions concerning contract interpretations or acceptable fulfillment of the Agreement on the part of Contractor and Company**.** Contractor must submit any request for dispute resolution to Company Representative no later than ten days after discovery of the discrepancy or the event causing the dispute (respectively). Contractor's failure to provide such notice shall constitute a waiver by Contractor of any claim arising out of events occurring more than ten days prior to the date notice is provided to Company Representative.

B. Once Company receives notice of Contractor's formal request for dispute resolution, Company shall make every reasonable effort to arrive at a timely determination. This determination shall be provided to Contractor's authorized representative in writing. All determinations, instructions and clarifications of Company shall be final, and Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company, unless Contractor protests the Company's resolutions within ten days of receipt thereof. Contractor's failure to timely protest Company's resolutions shall be considered a failure of a condition precedent to any other course of action and shall be deemed an express waiver by Contractor of all its rights to further protest, whether through arbitration, litigation or otherwise.

29. LIENS

A. Contractor, as directed by Company, shall, at its own expense, obtain a prompt discharge of any lien or liens arising out of the Work.

B. If any lien is filed, payment for the Work, any other payments due under the Agreement or any other agreement between Contractor and Company may not be made until Contractor offers proof that said lien has been removed. Contractor shall be responsible for all costs, including legal fees, associated with the removal of such liens.

30. PAYMENT

A. Invoices, statement of charges or service receipts (as applicable) for Work performed shall be submitted by Contractor on a timely basis, in the manner, frequency and form, and with such supporting documentation, including acknowledgment of receipt of Work by Company, as required by the Agreement or as reasonably requested by Company. Company shall pay approved invoices, less any retainage specified in the Agreement, in accordance with the payment terms specified in the Agreement or shall notify Contractor of its reasons for disapproval of such invoices. Company shall not be required to pay any portion of an invoice which is disputed in good faith until such dispute is resolved.

B. Contractor shall promptly pay its Subcontractors, Suppliers and laborers upon receipt of each payment the respective amounts owed on account of the Work performed and to the extent of each interest therein.

C. Company may at any time require that invoices covering materials and equipment furnished or labor and services performed, be accompanied by sworn statements, waivers of lien and other documents as provided for by the Michigan Construction Lien Act, MCL 570.1101, *et seq.*, or similar Law in the jurisdiction where Work is performed, as applicable. If such documents are requested, Company may, at its discretion, withhold all or a portion of any payment until such documents are received. Company may, at its option, make payments directly to Subcontractors, Suppliers or other lien claimants with notice of such payment to Contractor, and deduct such amounts from any payment to Contractor or withhold, without interest, any payments otherwise due by Company to Contractor because of any claim arising out of this or any other transaction with Company.

D. Contractor shall defend, indemnify and hold harmless Company from any and all claims, demands, causes of action and/or costs, including reasonable attorney fees, attributable to Contractor's failure to make any payments to Contractor's Subcontractors or Suppliers,

or any payments required by the Agreement. Nothing in the Agreement shall imply or infer an obligation of Company to make payment to any party other than Contractor.

E. Upon receipt of written notice from Contractor that the Work is ready for final inspection or review and acceptance, Company shall have its designated representative make such inspection. If Company's designated representative finds that the Work is acceptable, the lien waivers and evidence required under clause G below have been submitted, and all obligations of Contractor have been paid, a 'Release and Certificate of Final Payment' shall be issued and signed stating that the Work under the Agreement has been completed and is accepted, and the entire balance as set forth in such Release and Certificate of Final Payment is due Contractor. Issuance of such Release and Certificate of Final Payment shall not waive any rights of Company under the Agreement or release any liability of Contractor.

F. Before issuance of the Release and Certificate of Final Payment, Contractor shall submit evidence satisfactory to Company that all payrolls, materials, bills, sales and payroll taxes and other amounts connected with the Work have been paid, and Company shall not be obligated to pay the balance due until such evidence has been submitted and waivers of lien have been furnished to Company.

G. After Contractor receives a Release and Certificate of Final Payment as provided in clause F above, Contractor shall submit a final invoice to Company showing the total price of the Work and the total of all amounts previously paid to Contractor under the Agreement. The final payment shall be the difference between the total price and all amounts previously paid to Contractor or Contractor Personnel. The final invoice shall be accompanied by a release and certificate of final payment signed by Contractor.

31. GENERAL REPRESENTATIONS

Contractor represents and warrants that:

A. Contractor is qualified to perform Work in the State of Michigan or in any other state where any Work is to be performed.

B. Execution, delivery and performance by Contractor of the Agreement have been authorized by all necessary action on behalf of Contractor.

C. The execution, delivery and performance by Contractor under the Agreement does not conflict or result in the breach of any applicable Laws, any judgment or decree of any court, or any agreement to which Contractor is a party.

D. Contractor shall not cause Company or its affiliates to be in violation of any applicable Law, including the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) as amended (the “FCPA”).

1. With respect to its performance under the Agreement, Contractor and its owners, directors, officers, employees, and agents will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to any individual, entity, or government for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including Company or its affiliates.

2. Contractor shall ensure that no part of any payment, compensation, reimbursement or fee paid by Company to Contractor will be used directly or indirectly as a corrupt payment, gratuity, emolument, bribe, kickback or other improper benefit.

3. Contractor shall provide to Company and/or its representatives and advisors all supporting documents requested by Company pertaining to any expenses incurred, products provided, and/or services performed by Contractor and its agents pursuant to the Agreement to ensure compliance with the FCPA. Contractor understands and acknowledges that, notwithstanding any other provision contained in the Agreement, none of Company or any of its affiliates shall be obligated to reimburse any expense incurred or pay for any Work, in Company’s reasonable opinion, (1) Contractor has failed to provide adequate documentation or information to confirm that an expense or charge did not violate the FCPA, or (2) an expense reimbursement or product/service payment would cause Company or any of its affiliates to be in violation of the FCPA.

E. Contractor is not debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits by the General Services Administration pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404.

F. Neither Contractor nor, to the best of its knowledge, any of Contractor’s directors, officers, or employees, are subject to any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury, the US Department of State, the US Department of Commerce, or any other relevant sanctions authority.

32. CONTRACTOR COVENANTS

CONTRACTOR WILL COMPLY WITH ALL LAWS, INCLUDING BUT NOT LIMITED TO 1) THE APPLICABLE LAWS SET FORTH ON THE SCHEDULES TO THESE TERMS AND CONDITIONS AND THE ATTACHMENTS TO THE AGREEMENT, 2) ALL APPLICABLE ENVIRONMENTAL AND POLLUTION CONTROL LAWS, 3) LAWS OF BODIES OR TRIBUNALS HAVING ANY JURISDICTION OR AUTHORITY OVER THE WORK, 4) OSHA AND MIOSHA, AND 5) ANY RULES OR REGULATIONS OF COMPANY RELATING TO HEALTH, SAFETY, OR PERFORMANCE OF THE WORK. IF ANY DISCREPANCY OR INCONSISTENCY SHOULD BE DISCOVERED

BETWEEN THE AGREEMENT AND ANY SUCH LAWS, CONTRACTOR SHALL IMMEDIATELY REPORT THE SAME IN WRITING TO COMPANY REPRESENTATIVE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTOR PERSONNEL'S COMPLIANCE WITH SUCH LAWS AND SHALL BE LIABLE FOR ALL FINES LEVIED AS A RESULT OF A VIOLATION OF SUCH LAWS BY CONTRACTOR OR CONTRACTOR PERSONNEL. CONTRACTOR SHALL IMMEDIATELY NOTIFY COMPANY REPRESENTATIVE IF CONTRACTOR RECEIVES ANY NOTIFICATIONS FROM GOVERNMENTAL AGENCIES ALLEGING NON-COMPLIANCE WITH LAWS OR IF CONTRACTOR BECOMES AWARE OF ANY PUBLIC HEARINGS RELATED TO THE WORK.

33. ENVIRONMENTAL COMPLIANCE

A. Waste. Contractor may not place material in any Company waste storage containers, including but not limited to rubbish dumpsters, used oil drums and tanks, hazardous waste drums, satellite waste collection drums and recycling containers, in each case, without prior written consent from Company Representative. Contractor may not dispose of any waste (including but not limited to solvents, oily waste, and janitorial supplies) in any Company drains or ditches without prior written consent from Company Representative. Contractor is responsible for all clean up and disposal of wastes generated or resulting from work activities unless otherwise specified in the Agreement. Contractor must use Company's Environmental Management and Safety Department approved (or obtain approval for) transportation and disposal facilities for the disposition of all waste. Contractor must package, label and manifest waste prior to disposal, which is subject to inspection by Company Representative. Manifested waste generated at Company's facilities shall be signed by the Company Environmental Professional for the Site unless an alternate arrangement is approved in writing by the Company Representative. Unless otherwise specified in the Agreement, any cost incurred by Company to dispose of Contractor generated waste left behind at the Site will be the responsibility of Contractor.

B. Chemicals. Contractor shall provide Company Representative a list of all chemicals and their Safety Data Sheets (SDS's) used by Contractor and their Subcontractors on Company property or systems at least one week prior to delivery of chemicals to the Site, unless otherwise specified in the Agreement. Company Representative may prohibit the use or request substitution of any chemical substance deemed to be unacceptable (e.g., non-halogenated solvents versus halogenated solvents). Contractor is responsible for proper removal of all unused products and materials (including chemicals) brought onto Company's property. Unless otherwise specified in the Agreement, any cost incurred by Company to dispose of Contractor unused products and materials left behind at the Site will be the responsibility of Contractor. Contractor shall label and store all chemical products used at the Site in accordance with United States Occupational Safety and Health Administration standards. Contractor shall not use Company chemical supplies, without prior written consent from Company Representative. Some Company facilities report under the U.S. EPA's Toxic Chemical Release Inventory (TRI). If Contractor uses or supplies a TRI listed chemical or product at a TRI reporting facility, Contractor shall provide Company with an estimated quantity used and estimated releases to air, water, land or disposal for each listed TRI product. Contractor shall submit all TRI estimates to the Company Representative in pounds/year, within two months of completion of the Work.

C. Tanks. Contractor may not locate temporary fuel tanks on Company property without the prior authorization of Company Representative. Contractor's temporary fuel tanks shall include, at minimum, containment for the volume capacity of the tank and overfill protection. Overfill protection can constitute a gauge clearly visible from the fill point. Contractor, when fueling from a temporary tank (including mobile fuelers) must use drip pans or other means to ensure the capture of any and all drips from connections, nozzle residual, etc. Contractor shall ensure immediate access to appropriate clean-up materials such as absorbent pads, absorbent clay, etc. Contractor tanks on Company property shall materially and operationally meet all federal, state and local requirements. Any parts cleaners brought onto Company property by Contractor shall contain only non-ignitable fluids, with a flash point higher than 140 degrees Fahrenheit, use a pumped filter to remove particles and grease during use and be used in a manner consistent with federal regulations (e.g., lid must remain closed when not in use, must have drip shelf, etc.).

D. Spills. All costs associated with response and remediation of a spill caused by Contractor or Contractor Personnel (including but not limited to: labor, materials, disposal, clean up, reports, sampling and analysis) shall be Contractor's responsibility. Contractor shall notify Company Representative immediately in the event of a spill or release of polluting material to the environment. Unless otherwise designated in the Agreement, Company shall be responsible for notifications to the applicable federal, state, and local authorities, Contractor shall immediately initiate containment of any spill while remaining outside the spill area of impact. Company shall determine whether the spill constitutes an emergency or an incidental release per OSHA 29 CFR 1910.120(a)(3). If Company determines that a spill is an incidental release, Contractor may complete spill response and remediation in accordance with all applicable federal, state and local requirements. If Company determines that a spill constitutes an emergency, Contractor shall not attempt response and remediation beyond containment unless Contractor can verify that it has received training certification under 29 CFR 1910.120. In all cases, the response and remediation plan shall be approved by Company Representative or delegate.

E. Compliance. Contractor and Contractor Personnel shall conduct activities on Company property in compliance with all environmental federal, state, and local regulations. Contractor shall ensure that all environmental permits are in place as required by the Work and prior to commencement of the Work, as applicable. Contractor and Contractor Personnel shall not conduct activities that result in Company exceeding any environmental permit limitation or condition. In the event Contractor's or Contractor Personnel's work causes a permit exceedance or noncompliance, Contractor shall be solely responsible for any associated fines or costs. Contractor shall inform Company Representative prior to any planned activity expected to result in a discharge to the environment, including but not limited to, surface water, groundwater, air, ground, storm sewer, or city sewer ("Release"). Any damage or delays caused by the work release shall be Contractor's responsibility.

F. Environmental Management System. Company is committed to continually improving environmental performance. As part of this commitment, Company has certified some facilities' environmental management systems (EMS) to the ISO 14001 standard. Contractor

shall ensure that Contractor Personnel performing work at a facility with a certified EMS read the "ISO 14001 Environmental Management System Handbook," as may be amended from time to time. An acknowledgement page from each handbook shall be signed by Contractor and submitted to Company Representative. Contractor shall ensure that Contractor Personnel actions comply with the requirements of a facility's EMS.

G. Any communication with external agencies shall only be made by Company Representative, unless otherwise expressly specified in the Agreement.

34. CONFIDENTIALITY

A. Contractor acknowledges and agrees that all Company Confidential Information that Company discloses to Contractor or to which Contractor may have access during Contractor's performance of the Work is considered proprietary and confidential by Company, unless otherwise designated. Such information shall be used by Contractor only in connection with completing the Work and shall, at all times, remain the property of Company. Contractor shall disclose such information to Contractor Personnel only to the extent necessary to perform the Work or other obligations under the Agreement. Contractor shall advise such persons of the existence of the Agreement, of the confidential nature of the information and of Contractor's obligations regarding same under the Agreement. Except as otherwise provided herein, Contractor and Contractor Personnel shall not disclose such Confidential Information to any third party for any reason or purpose whatsoever. In the event of a breach or threatened breach of this Section by Contractor or Contractor Personnel, Company shall be entitled to an injunction restraining such conduct. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach. Contractor shall be responsible for any breach of these confidentiality obligations by Contractor Personnel.

B. Contractor and its employees shall not be required to protect or hold in confidence any Confidential Information which 1) becomes known to the public through no act or omission of Contractor or Contractor Personnel, 2) is ordered to be disclosed by a court or administrative agency, or 3) is thereafter developed independently by Contractor.

C. In the event that Contractor is requested or required under compulsion of legal process to disclose such information, Contractor shall not, unless required by Law, disclose the information until Company has first 1) received prompt written notice of such request or requirements to disclose, and 2) had an adequate opportunity to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the information. Contractor shall not oppose actions by Company to assure such confidential treatment.

D. No publications or advisements concerning the subject matter of the Agreement, Company's name and/or logo, or photographs of the Work or Site or any portions thereof shall be made by or on behalf of Contractor or Contractor Personnel without prior written authorization from Company.

35. TAXES

A. Contractor accepts exclusive liability for all payroll taxes, excise taxes on the rental of heavy equipment, foreign taxes, and/or value-added taxes ("VAT") now or hereafter imposed by the United States or any state or local government, and any penalties and interest on such taxes, resulting from amounts paid to Contractor Personnel. Such persons shall in no event be the employees of Company. Contractor agrees to indemnify Company for any such taxes, penalties and interest levied against Company or which Company may be required to pay.

B. Contractor agrees to indemnify Company from any and all taxes under Section 4980B of the Internal Revenue Code of 1986, as amended, and any penalties and interest thereon, resulting from the failure of Contractor to satisfy the continuation coverage requirements provided in such section with respect to persons used by Contractor in performing under the Agreement. Contractor shall pay all income, property, sales and use, excise and any other taxes now or hereafter imposed by the United States or any state or local government, and any penalties and interest on such taxes, arising out of Contractor's performance of the Work, and shall indemnify Company for all such taxes, penalties and interest levied against Company or which Company may be required to pay.

C. Unless otherwise provided in the Agreement, Contractor shall pay all duties and all Michigan sales and use taxes on all materials used in performing the Work. If Contractor is purchasing materials pursuant to the Agreement, Contractor will provide an executed Sales and Use Tax Affidavit in the form attached hereto as Exhibit 1, confirming that the Company's payments under the Agreement includes all applicable sales and use tax and that such taxes have been remitted to the proper taxing authority. If Contractor (or its subcontractors) acquire materials that will be incorporated into the Work or that are for Company's use, then only for the purpose of the tax exemptions listed in this Section, Contractor (or its subcontractors) are acting as Company's agent in acquiring such materials.

D. Contractor shall break out all mixed-use services/materials on invoices as separate line items. If Contractor fails to do so, then such amount shall not be considered sales and use tax payable by Company. If Contractor receives any sales and use tax audit or related correspondence from the State of Michigan related to the Work, Contractor shall notify Company within three (3) business days.

E. Certain materials purchased pursuant to the Agreement may be exempt from sales tax by reason of industrial processing. Specifically, electrical generation materials and equipment qualify for a 100% industrial processing exemption from Michigan sales and use tax. Materials other than electrical generation materials and equipment may also be exempt from Michigan sales and use tax; however, such items will be exempt from Michigan sales and use tax only up to the corresponding exemption percentage listed in the applicable chart below:

ELECTRICAL MATERIALS AND EQUIPMENT:

Category	Exemption Percentage	Tax Rate
Transformers and Components	90	0.6%
Stations and Substations	90	0.6%
Poles and Pole Top Equipment	25	4.5%
Distribution Tools and Supplies	50	3.0%
Wires and Cabling	25	4.5%
Personal Safety and Equipment	50	3.0%
Customer Meters	25	4.5%

GAS MATERIALS AND EQUIPMENT USED WITHIN COMPANY'S NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEM (GAS SYSTEM EQUIPMENT):

Category	Exemption Percentage	Tax Rate
Equipment Pre-City Gate	100	0.0%
Equipment Post-City Gate	50	3.0%

36. PERMITS

Unless otherwise directed by Company or expressly stated otherwise in the Agreement, Contractor shall, at the appropriate time, procure and pay for all permits, licenses, approvals and inspections (including environmental) and furnish any bonds, security or deposits required for the Work. Contractor shall be responsible for performing all necessary activities to comply with such permits, licenses, or other approvals including providing appropriate inspectors (licensed, certified, trained as necessary) to the satisfaction of the Company, performing all required inspections, maintaining all inspection and other records accessible to the Company, and performing all tasks required to comply with, and allow Company to close out such permits, licenses, or other approvals.

37. INSURANCE

A. Prior to the start of the Work, Contractor shall provide Company with Certificate(s) of Insurance evidencing that insurance coverage of the types, amounts and conditions as specified in Appendix A, "Insurance Provided by Contractor," are in effect. Such insurance coverage shall remain in effect during the life of the Agreement (or for such other period as is expressly stated in the Agreement).

B. Contractor shall require its Subcontractors to carry insurance in the amount, type and form of insurance required by the Agreement. If its Subcontractors do not obtain such coverage, Contractor shall insure the activities of its Subcontractors.

38. INTELLECTUAL PROPERTY

A. Contractor represents and warrants that it has authority to grant, and hereby grants Company, a permanent, assignable, nonexclusive, royalty free license to use, maintain and modify (except for software) any third-party Work that is required for the Work.

B. All Work Product shall become the sole and exclusive property of Company, whether delivered to Company or not, and shall be delivered to Company in hard copy, in electronic native file format as well as Adobe Portable Format (PDF) upon request or upon expiration, termination or completion of the Agreement.

C. Company and Contractor agree that all Work Product is a Work-Made-For-Hire under the copyright Laws of the United States. In addition, if any Work Product is not Work-Made-For-Hire, Contractor agrees to assign and does hereby expressly assign to Company for all time, all right, title and interest to all Work Product, including any and all intellectual property rights it may have in any whole or part of

the Work. Contractor agrees to obtain any assignments of rights from other parties, including its employees, it requires to comply with this Section.

D. During and after the expiration or termination of the Agreement, Contractor agrees to assist Company in every reasonable way, at Company's cost, to secure, maintain and defend for Company's benefit all intellectual property rights it may have in any whole or part of the Work Product.

E. Notwithstanding the foregoing, Contractor shall retain ownership of all its pre-existing know-how embodied in the Work Product, provided that the Company shall have a transferable license to use such pre-existing know-how to the fullest extent necessary to realize the benefits of the Work or Work Product, as applicable.

F. Contractor warrants that all materials, equipment and processes used or supplied and the Work performed are free from infringement of any patent, trademark or other intellectual property right. Contractor shall pay all royalties and license fees necessary for the performance or use of the Work.

G. Contractor shall indemnify and defend any action brought against Company based on a claim or allegation that any process or method used, equipment or material supplied or Work performed pursuant to the Agreement constitutes an infringement or violation of any patent, trademark or other proprietary right. Company shall at Contractor's expense give such information and assistance as it may deem appropriate for the defense of same, and Contractor shall pay all of Company's actual costs and expenses of such action, including any damages awarded. If an infringement or violation is determined or held to exist and the use of such process, method, equipment, material or service is enjoined, Contractor shall at its own expense and at Company's option either 1) procure for Company the right to continue using said process, equipment, material or service, 2) replace it with non-infringing process, equipment, materials or service acceptable to Company, or 3) modify it in a manner acceptable to Company so that it becomes non-infringing.

39. WARRANTY

A. Contractor represents and warrants that:

1. All materials and equipment furnished by it and its Subcontractors or Suppliers shall be (a) free from defects in design, material and workmanship, (b) fit for the purpose intended, (c) new and conform to the specifications, drawings, samples and other descriptions as set forth in the Agreement and, (d) where not specified, of the highest quality and best grade of its respective kind for its intended use.
2. It has good and marketable title to all materials at the time the materials are loaded for delivery to Company and that title to all materials and equipment furnished by it shall pass to Company free and clear of all liens, claims, security interests or encumbrances.
3. All Work shall (a) be free from defects in workmanship, (b) performed by qualified and competent personnel in accordance with industry practice and the high standards of care, skill, diligence, and practice appropriate to the nature of the services rendered, and (c) conform in all respects to any Company specifications.

B. Contractor acknowledges and agrees that Company will be relying on the accuracy, competence and completeness of the technical services to be performed and will use the results of such services as input data for Company projects. If at any time during the Warranty Period, it appears that the Work, or any portion thereof, does not conform to the foregoing warranties, Company shall notify Contractor of such breach of warranty within a reasonable time after discovery and Contractor shall promptly provide any redesign, repair, replacement and testing services as necessary to correct any nonconforming Work. The warranty for redesigned, repaired or replaced Work shall be of equal duration and scope as the original warranty and commence upon Company's acceptance of such corrected Work.

C. Contractor shall be responsible for all costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, transportation and all other costs incurred as the result of a breach of warranty. If Contractor fails, or is unable, to promptly make the necessary redesign, repairs, replacements and/or tests, Company may, at Contractor's expense 1) perform, or cause to be performed, the necessary work, 2) revoke acceptance and cover by purchasing substitute materials, or 3) pursue all remedies available to Company at Law or in equity. Contractor shall promptly reimburse Company for such expenses or Company may deduct same from any amounts owing to Contractor.

D. Contractor shall promptly provide Company Representative 1) notice of any defects (latent or otherwise) in the materials and/or equipment, 2) any warnings concerning defects (latent or otherwise) in the materials and/or equipment, 3) any recall notices or safety bulletins related to the materials and/or equipment, and 4) details including corrective action requirements. The provisions of this Section shall survive termination or expiration of the Agreement.

E. In addition to, and without limiting, Contractor's warranty, Contractor shall obtain and extend to Company any manufacturer's warranty for products or processes utilized during, or incorporated into, the Work and procured by Contractor.

40. TERMINATION FOR CONVENIENCE

A. Company may at any time, upon ten days written notice to Contractor, terminate the Agreement in whole or in part. Upon receipt of such notice, Contractor shall discontinue work on the date and to the extent specified in the notice and shall thereafter do only such work

as may be necessary to preserve and protect the Work already in progress and to protect materials, plant and equipment at the Site or in transit to the Site.

B. Upon such termination, Contractor waives all claims for damages as a result of such termination including, but not limited to, loss of profits, idle equipment, labor and facilities, and any claims of Subcontractors or Suppliers as a result of such termination, and shall accept the value of all Work completed through the date of termination as sole and complete compensation. No termination fee(s) shall be payable by Company.

C. The value of all Work shall be calculated using the value for all Work satisfactorily completed at the Site and all specially manufactured goods completed at other locations, but not including any goods that are Contractor's (or any of its Subcontractor's or Supplier's) inventory or not acquired at the direction of Company. Unit prices shall be used to determine value. If there are no unit prices, value shall be determined on a percent-complete basis in relation to the Agreement price.

41. TERMINATION FOR CAUSE

A. Contractor shall be in default if at any time: 1) Contractor refuses, neglects or fails in any respect to prosecute the Work hereunder or any portion thereof with promptness, diligence or in accordance with any of the provisions set forth herein, 2) Contractor refuses, neglects or fails to perform any other obligations under the Agreement or provide adequate assurance of performance, or breaches any other term of this Agreement, 3) Contractor makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Contractor, or 4) in Company's sole judgment, Contractor's financial or other condition or progress on the Agreement shall be such as to endanger timely performance. Upon receipt of any written notice of default, Contractor shall, at its expense, preserve all materials and equipment, and undertake immediate steps to remedy such default.

B. If Contractor fails to remedy such default within 48 hours after receipt by it of such written notice (or, if such default is incapable of being remedied within 48 hours, Contractor fails to commence taking steps to remedy such default as quickly as possible but, in any event, within 30 days), Company may, in writing, and without notice to Contractor's sureties, if any, terminate the Agreement and/or pursue any other remedies available under the Agreement, at Law or in equity.

C. Upon receipt of any such written notice of termination, Contractor shall at its expense: 1) provide a written, detailed inventory of all materials and equipment in storage at the Site, in transit to the Site, in storage or manufacture away from the Site, and on order from its Suppliers, 2) assign to Company at Company's election all or some of its Subcontractor, Supplier and equipment rental agreements, 3) remove from the Site only such construction materials and equipment listed in the inventory which are designated in writing by Company not to be used by Company in completing the Work, 4) return all Company property, 5) obtain any intellectual property rights in any Work Product and provide same to Company, and 6) take all reasonable steps to cooperate with Company to transition any Work (completed or in progress) to Company.

D. In the event of termination under this Section, Company may enter upon the premises and into places of manufacture of Contractor, Subcontractors and Suppliers to complete the Work or enforce these provisions, take possession of all materials, equipment, tools and appliances thereon belonging to or under the control of Contractor, its Subcontractors and/or Suppliers and use them to finish the Work by whatever method it may deem expedient, including the hiring of other contractor(s) or subcontractor(s) under such form of contract as Company deems appropriate, or Company may itself provide any labor or materials and perform any part of the Work. In such case Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of Contractor's compensation hereunder exceeds the sum of the costs and expenses to complete the Work plus compensation to Company for its additional managerial and administrative services and such other costs and damages as Company may suffer, such excess shall be paid to Contractor. If such expense, compensation, costs and damages exceed such unpaid balance, Contractor and its sureties, if any, shall be liable for and shall pay the excess to Company, including any attorneys' fees and costs, plus interest.

E. Termination is not Company's exclusive remedy and is in addition to any other rights and remedies it may have under the Agreement, at Law or in equity. Failure of Company to exercise any of its rights under this Section shall not excuse Contractor from compliance with the provisions of the Agreement nor prejudice rights of Company to recover damages for such default.

F. Upon discovering any breach of the Agreement by Contractor, except as otherwise provided in the Agreement, Company may pursue any and all remedies available at Law or in equity, including, but not limited to, requiring Contractor, at its expense, to replace defective materials and equipment, to re-perform defective work, and to replace or repair (at Company's option) any materials, equipment, or other Company property damaged as a result of Contractor's breach. In the event of an emergency when, in the judgment of Company, delay could cause serious loss or damage, repairs or adjustments may be made by Company or a third party chosen by Company, and the cost of the work shall be paid by Contractor and may be deducted from any amounts owing to Contractor under the Agreement or otherwise.

42. INDEMNIFICATION

A. Contractor covenants and agrees that it shall defend, indemnify and hold Company and all of its officers, agents and employees (each a, "Company Indemnitee") harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, including Contractor Personnel, or property or both, arising out of or in connection with Contractor's or any of its Subcontractor's or Supplier's performance of the Agreement or in connection with the performance of the Work, to which Company or any of its officers, agents or employees may be subject or put by reason of any act, action, neglect or omission on the part of Contractor, any of its

Subcontractors or Suppliers or Company, or any of their respective officers, agents and employees. Without limiting the foregoing, said obligation includes claims involving Contractor's, Supplier's or Subcontractor's employees injured while going to and from the Site. If the Agreement is one subject to the provisions MCL 691.991, then Contractor shall not be liable under this Section for damage to persons or property directly caused or resulting from the sole negligence of Company, or any of its officers, agents or employees.

B. Contractor covenants and agrees that it shall defend, indemnify and hold Company Indemnitees harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, arising out of or in connection with Contractor's or any of its Subcontractor's or Supplier's violation of any applicable Law.

C. In the event any suit or other proceedings for any claim, loss, damage, cost, charge or expense covered by Contractor's foregoing indemnity should be brought against any Company Indemnitee, then upon Company's request, Contractor hereby covenants and agrees to assume the defense thereof and defend the same at Contractor's own expense and to pay any and all costs, charges, attorney's fees, and other expenses, and any and all judgments that may be incurred by or obtained against any Company Indemnitee in such suits or other proceedings. If Company requests that Contractor assume the defense and Contractor fails to do so, then (without limiting any other remedies) Contractor will be liable to Company for all costs, charges, attorney's fees, and other expenses incurred by Company due to Contractor's failure to assume the defense. In the event of any judgment or other lien being placed upon the property of Company in such suits or other proceedings, Contractor shall at once cause the same to be dissolved and discharged by giving bond or otherwise.

43. LIQUIDATED DAMAGES

This Section applies only if liquidated damages are specified in the Agreement. If Contractor fails to complete the Work, or any portion thereof, within the time specified in the Agreement, the damages to Company as a result of such delay shall be substantial. However, the amount of such damages is difficult and impractical to determine and, as such, the parties agree that the amount set forth as liquidated damages in the Agreement is a reasonable estimate of Company's damages for such delay. The amount of any liquidated damages may be withheld from any payments due Contractor or shall be paid by Contractor, or its sureties, if any, to Company. If liquidated damages are withheld during performance and Contractor subsequently remedies its delay, such liquidated damages shall be refunded.

44. WAIVER OF CONSEQUENTIAL DAMAGES

Neither party shall be liable to the other party for incidental, indirect, or consequential damages, including, but not limited to, loss of profits or revenue, except (A) for any indemnity obligations or (B) as may be expressly stated otherwise in the Agreement.

45. SET OFF

Company shall be entitled at any time to set off any sums owing by Contractor or any of Contractor's affiliated companies, to Company or to any of Company's affiliated companies, against sums payable by Company.

46. RECORDS AND AUDITS

Company or its authorized representative shall have access to Contractor's records to review, audit, and verify any information connected with the Agreement for a period of three years after the calendar year in which the Work is completed. Contractor will provide Company or its authorized representative with access to all personnel, property, books, and records necessary to effectuate such audits. Contractor shall keep all records in an electronic format and be able to transmit them to Company in an electronic native-file format as well as Adobe Portable Document Format (PDF). All documents and records shall be provided to Company at no additional cost. Company has the right to use general audit software and other reporting tools to analyze the data.

47. ASSIGNMENT

No assignment of the Agreement or any of its rights or obligations hereunder shall be made by Contractor without first obtaining the written consent of Company. The Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties hereto.

48. FORCE MAJEURE

Neither party shall be liable for a failure to perform any of its obligations hereunder to the extent due to fire, flood, storm, other natural disaster, national emergency or war (such, "Force Majeure" events), and not due to labor problems, inability to obtain financing, negligence or other similar condition of such party, provided that either party has given the other prompt notice of such occurrence and Contractor provides notice in accordance with Section 24 above. Within seven days of the commencement of any Force Majeure event described in this Section, Contractor must notify Company Representative in writing of the nature, cause, date of commencement and expected impact of the event. Contractor must exercise due diligence in proceeding to meet its performance, obligations hereunder notwithstanding the delay. Upon Contractor satisfying these conditions, Company may extend the schedule for the period of time equal to the time actually lost by reason of the delay. Pandemic/epidemic related impacts do not constitute a Force Majeure event unless the result of a change of Law after the date of the applicable Purchase Order.

49. NON-WAIVER

None of the provisions of the Agreement shall be considered waived by either party unless such waiver is given in writing by the other party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of the Agreement unless expressly set forth in such waiver.

50. NOTICES

Notices and other written communications shall be sent to Company Representative and Contractor's representative identified in the Agreement. Such notices and other written communications must reference the Purchase Order and/or Contract Number appearing in the Agreement.

51. SAVING CLAUSE-INDEPENDENT TERMS

Each term and condition of the Agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph or section shall not invalidate the remaining paragraphs or sections. The obligation to perform all of the terms and conditions shall remain in effect regardless of the performance of any invalid term by the other party.

52. SURVIVAL

All of the terms of the Agreement which by their nature extend beyond: 1) the termination or expiration of the Agreement, or 2) the completion of the Work shall, in each case, survive and remain in full force and effect and apply to respective successors and assigns.

53. NON-EXCLUSIVITY

It is agreed that the Agreement is not exclusive, and that nothing herein shall be deemed to prevent Company from engaging others to perform any of the Work or to prevent Company from performing any of the services through its own employees or agents.

54. CONSTRUCTION OF TERMS; SECTION HEADINGS

The terms of the Agreement have been arrived at after mutual negotiation and the parties agree that its terms shall not be construed against any party by reason of the fact that the Agreement was prepared by one of the parties. References to Laws refer to such Laws as they may be amended from time to time. The words "shall" and "will" have equal force and effect. The words "include", "including" or "includes" shall be read to be followed by the words "without limitation." All references to day(s) shall mean calendar day(s), unless otherwise expressly specified. The section headings contained in the Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.

55. GOVERNING LAW AND JURISDICTION

The Agreement, and the rights, obligations and liabilities of the parties hereto shall be construed in accordance with the Law of the State of Michigan or the location of the Company Site where Work is performed, as applicable, without regard to its conflict of Law principals. The parties agree that any action with respect to the Agreement shall be brought in a court of competent subject matter jurisdiction located in the State of Michigan and the parties hereby submit themselves to the exclusive jurisdiction and venue of such court for the purpose of such action.

56. ENTIRE AGREEMENT

A. The Agreement represents the entire agreement between Company and Contractor respecting the Work and no modification of the Agreement shall be effective unless made by a Change Order. Any agreements, negotiations or understandings of the parties prior or contemporaneous to the date of the Agreement, whether written or oral, are superseded hereby. In the event of any inconsistency or conflict between these Terms and Conditions, the document(s) issued by Company called the "Purchase Order" and/or "Contract," the "Contract Documents" listed in either the Purchase Order and/or Contract, or any other documents that the Purchase Order and/or Contract specifically incorporated by reference into the Agreement, precedence shall be given in the following descending order of priority:

1. the Purchase Order, including the price, and any modifications to the Purchase Order;
2. the Contract (if applicable), including the price, and any modifications to the Contract
3. these Terms and Conditions;
4. any applicable scope or work;
5. any other documents incorporated into any Contract Document by reference.

B. Any document submitted by Contractor (including any Contractor document referenced in the Agreement) is used solely for the purpose of describing the Work and to the extent containing any terms in addition to or inconsistent with the terms of the Agreement, or a rejection of any terms of the Agreement, shall be deemed to be a counteroffer to Company and shall not be binding upon Company unless specifically accepted in writing by Company Representative. In the absence of written acceptance of such counteroffer by Company, commencement of performance by Contractor shall be deemed to be an agreement by Contractor to perform in accordance with the terms of the Agreement and an acceptance hereof, notwithstanding any prior dealings or usage of trade.

57. NUCLEAR POWER PLANT ADDITIONAL TERMS

If Contractor performs any Work for or at a Company nuclear power plant, Contractor shall comply with the attached Nuclear Terms Schedule attached, which may be modified by Company from time to time to conform to any change in Law.

58. U.S. DEPARTMENT OF TRANSPORTATION PIPELINE FACILITY REQUIREMENTS

If Contractor is performing Work on a pipeline facility, Contractor shall comply with the federal requirements set forth on the attached USDOT Pipeline Facility Requirements Schedule, which may be modified by Company from time to time to conform to any change in Law.

59. FEDERAL CONTRACTING REQUIREMENTS

Contractor shall comply with the Federal Contracting Requirements as set forth on the attached Federal Requirements Schedule, which may be modified by Company from time to time to conform to any change in Law.

60. BACKGROUND INVESTIGATION REQUIREMENTS

Contractor shall comply with the requirements set forth on the attached Background Investigations Requirements Schedule, which may be modified by Company from time to time to conform with any change in Law.

61. PROTECTION OF COMPANY DATA

Contractor shall comply with the requirements set forth in the attached Protection of Company Data Schedule, which may be modified by Company from time to time to conform with any change in Law, if Contractor will have access to Company Data. To the extent any provisions of the Protection of Company Data Schedule conflict with the provisions set forth in Section 35 of these Terms and Conditions (Confidentiality), the provision of the Protection of Company Data Schedule will control.

62. VENDOR REMOTE OR ONSITE ACCESS SECURITY

If Contractor will have access to Company's computer or electronic communications network, either remotely or onsite at a Company facility, Contractor shall abide by the attached Terms and Conditions for Remote or Onsite Access Schedule, which may be modified by Company from time to time to conform with any change in Law. To the extent any provisions of the Terms and Conditions for Remote or Onsite Access Schedule conflict with the provisions set forth in the Protection of Company Data Schedule, the provisions of the Terms and Conditions for Remote or Onsite Access Schedule will control.

63. NERC CIP COMPLIANCE

If Contractor requires physical or cyber (including remote) access to areas containing BES Cyber Assets or sells products to Company that impact the availability or reliability of Company's BES Cyber Assets, Contractor shall comply with the attached Contractor NERC-CIP Compliance Requirements Schedule, which may be modified by Company from time to time to conform with any change in Law. To the extent there is any conflict between a provision of the Terms and Conditions for Remote or Onsite Access Schedule and the Contractor NERC-CIP Compliance Requirements Schedule, the provision of the Contractor NERC-CIP Compliance Requirements Schedule will control.

64. TERMS AND CONDITIONS FOR EQUIPMENT SERVICE (CONTRACTOR FACILITY)

If Contractor will be performing Work on Company's equipment at Contractor's facility, then Contractor shall comply with the attached Terms and Conditions for Equipment Services (Contractor Facility) Schedule, which may be modified by Company from time to time to conform with any change in Law.

65. CALLING AND/OR TEXTING TECHNOLOGY SERVICES

If Contractor will be performing calling and/or texting technology services, then Contractor shall comply with the attached Terms and Conditions for Calling and/or Texting Technology Services Schedule, which may be modified by Company from time to time to conform with any change in Law.

66. GEN AI TOOLS

If Contractor will be using generative artificial intelligence in connection with the Work, then Contractor shall comply with the attached DTE Generative Artificial Intelligence Schedule, which may be modified by Company from time to time to conform with any change in Law. To the extent any provisions of the DTE Generative Artificial Intelligence Schedule conflict with the provisions otherwise set forth in these Terms and Conditions, the provision of the DTE Generative Artificial Intelligence Schedule will control.

NUCLEAR TERMS SCHEDULE

PROTECTION AND INSPECTION OF MATERIALS

If Contractor is providing goods for delivery to or for use at a Company nuclear power plant, Contractor shall establish cleanliness control and foreign material exclusion practices that shall ensure that: (i) the Materials when delivered are free from oil or grease (not being used as a preservative or protective coating), machine tailings, dirt, mill scale, weld splatter, residue, broken or loose parts, contaminants, loose fasteners, tags and labels (not permanently affixed to internals) or other foreign material that may adversely affect the operation of the Materials or may be introduced into interfacing equipment and systems; (ii) if the Materials are shipped with other parts (such as seals, gaskets, lubricants, mounting hardware), precautions should be taken to ensure smaller items cannot be introduced into openings or cavities of larger parts and equipment; (iii) where appropriate, every item included with a shipment should be identified in the packing list or by other means; (iv) if necessary, clearly visible protective devices such as caps, plugs or covers (protective devices shall be validated for material compatibility to guarantee no impact to the Materials provided (for example, protective devices containing halogens or heavy metals should not be used on stainless steel items)); and (v) if desiccants or other preservatives are used to protect the Materials, the affected part of equipment shall be clearly labeled or tagged with information including the type of preservative, its location, and any special instructions pertaining to its removal prior to installation or other applicable information such as quantity of desiccant packages.

Prior to shipping any radioactive material to any Company Site, Contractor must notify Radiation Protection (734-586-5302) no less than 48 hours in advance and inform them of what is being shipped, curie content, purchase order number and estimated time of arrival. Prior to receiving any material at any Company Site that might have been used at another nuclear facility, Contractor must contact Radiation Protection Department to survey the material prior to entering the protected area.

DELIVERY OF SUSPECT/COUNTERFEIT ITEMS

The delivery of suspect/counterfeit materials is of special concern to Company. If any materials specified in the Agreement are described using a part or model number, a product description, and/or industry standard referenced in the Agreement, Contractor shall assure that the materials supplied by Contractor meet all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard unless otherwise specified. If the Contractor is not the manufacturer of the materials, the Contractor shall make reasonable efforts to assure that the materials supplied under the Agreement are made by the original manufacturer and meet the applicable manufacturer data sheet or industry standard. Should Contractor desire to supply an alternate item that may not meet the requirements of this paragraph, Contractor shall notify Company of any exceptions and receive Company's written approval prior to shipment of the alternate materials to Company.

If suspect/counterfeit materials are furnished under the Agreement or are found in any of the materials delivered hereunder, Company may dispose of or return such materials to Seller in accordance with the warranty provisions applicable to the Agreement. The Seller shall promptly replace such suspect/counterfeit materials with items meeting the requirements of the Order. In the event the Seller knowingly supplied suspect/counterfeit materials, the Seller shall be liable for reasonable costs incurred by the Purchaser for the removal, replacement and reinstallation of such materials in accordance with the warranty provisions applicable to the Agreement.

INSURANCE, INDEMNIFICATION, AND WAIVERS

Definitions

The following definitions shall apply for purposes of this Nuclear Terms Schedule:

"Act" shall mean the Atomic Energy Act of 1954, as amended;
"NRC" shall mean the Nuclear Regulatory Commission;
"Nuclear Damage" means any damage or bodily injury to or loss of life of any person or loss of, loss of use of, or damage to property which arises out of or results from a Nuclear Incident, whether or not the injury or damage is caused solely by a Nuclear Incident or jointly by a Nuclear Incident and any other cause, and includes, without limitation, lost wages, loss of financial income or other benefits or profits of a business or job, costs of temporary housing, and other expenses and losses which arise out of or result from a Nuclear Incident or a precautionary evacuation ordered by a governmental body because of a threat of a Nuclear Incident. The term "Nuclear Damage" also includes damage to the Nuclear Power Plant itself and property on the site of the Nuclear Power Plant which is used or is intended to be used in connection with that installation;
"Nuclear Incident" shall mean a nuclear incident as defined in Section 11(q) of the Act; and
"Nuclear Power Plant" means a nuclear power station in the United States of which Company is licensed by the NRC as the operator.

Insurance

Company shall, without cost to Contractor, procure and maintain the following financial protection against damage arising from a Nuclear Incident:

A. Nuclear Liability Insurance
Self-Insurance or nuclear liability insurance from American Nuclear Insurers (ANI) or other, in such form and in such amount as shall meet the financial protection requirements of Section 170 of Act, as amended.

In the event that the nuclear liability protection provisions established by Section 170 of the Act are repealed or changed, Company shall maintain in effect during the period of Plant operation equivalent financial protection (or if such protection is not available, the maximum reasonably available in the market) for plants of similar size and character and in accordance with the practice then prevalent for such similar plants.

B. Nuclear Property Damage Insurance - Nuclear property damage insurance available from Nuclear Electric Insurance Limited (NEIL) or other similar insurer (or other financial protection if demonstrated to the NRC's satisfaction) in the amounts required by the NRC pursuant to 10 CFR § 50.54(w).

Such insurance shall be in effect prior to the scheduled date of delivery of any part or the performance of any services supplied by Contractor to Company and shall remain in effect as long as required in accordance with NRC regulations.

Indemnity and Waiver

Company agrees to indemnify and hold harmless Contractor and its subcontractors for any Nuclear Damage arising out of or from a Nuclear Incident at the Nuclear Power Plant or during transportation to or from the Nuclear Power Plant. The foregoing shall in no manner restrict or limit Contractor's or its subcontractor's obligations or liabilities under any other provision of the Agreement, except as such obligations or liabilities arise out of a Nuclear Incident.

Neither Contractor nor any of its subcontractors shall be liable to Company for any Nuclear Damage. To the full extent permitted by law, Company hereby waives, and shall cause its insurers to waive, any claim against Contractor and its subcontractors, with respect to liability for Nuclear Damage, any right of recovery against Contractor and its subcontractors (including, without limitation, right of recourse and right of subrogation) and liability for workers' claims and environmental cleanup costs.

ADDITIONAL PROVISIONS

Contractor is encouraged to utilize employees who have been previously trained and screened at a Company nuclear plant, if possible, to expedite in-processing and assure the passing of training. Failure to pass initial training on the first attempt will result in remedial training, increased costs, and possible delayed schedules. Company is not responsible for increased costs due to failed training. All personnel working in the radiological restricted area are required to have base level radiation worker training and have accurate annual dose records.

Contractor shall specify, as part of its quote if known at that time, but in no event later than 30 days prior to shipment to Company, whether each device or component Contractor is providing to Company either IS or IS NOT a "Digital Asset" under the following definition:

"Digital Asset": A device that uses any combination of hardware, firmware, or software to execute internally stored programs and algorithms, including numerous arithmetic operations, without operator action (e.g., a microprocessor-based component with configurable software (including firmware) and data). Solid state devices (e.g., electro-mechanical on/off devices, relays, hard-wired logic devices, circuit boards, etc.) that do not have firmware and/or software are not considered Digital Assets.

If the item is identified as a Digital Asset, then Contractor shall additionally provide the type of digital component and the revision of the software or firmware.

Contractor certifies that all services, technical assistance, and transfers of nuclear technology provided under this Agreement will fully comply with 10 CFR Part 810. Contractor shall obtain all US Department of Energy authorizations required for any activities involving foreign nationals or entities, ensure proper reporting and documentation, and maintain internal controls to prevent unauthorized technology transfers. Any actions that could contravene U.S. export control laws, including Part 810, ITAR, EAR, or NRC regulations, are expressly prohibited.

Contractor and its personnel shall at all times comply with the Nuclear Generation Supplemental Terms and Conditions, as modified by Company from time to time.

USDOT PIPELINE FACILITY REQUIREMENTS SCHEDULE

In addition to other representations, warranties and covenants made by Contractor in other provisions of this Agreement, if Contractor is performing Work on a pipeline facility that is an operations or maintenance task required by 49 C.F.R. Part 192 and the Work affects the operation or integrity of the pipeline (collectively, "Covered Tasks"), Contractor does hereby represent, warrant and covenant that:

A. Contractor shall comply with all applicable controlled substance and alcohol testing, education, and training requirements set forth by the U.S. Department of Transportation (DOT) and the Pipeline and Hazardous Materials Safety Administration (PHMSA) under 49 C.F.R. Part 40 and Part 199 for Contractor Personnel who actually perform, are ready to perform, or are immediately available to perform covered functions, including construction operation, maintenance or emergency-response functions on a regulated gas or hazardous material pipeline or LNG facility as defined therein. Contractor shall also comply with all applicable alcohol and controlled substance testing requirements set forth by the Federal Highway Administration (FHA) for employees or subcontractor's employees whose job requires a commercial driver's license.

B. Contractor and its Subcontractors shall maintain the records specified under such requirements and allow access to such records and to their property by Company, any duly authorized DOT, PHMSA or FHA official and any representative of any State agency charged with the duty of monitoring compliance with DOT, PHMSA or FHA requirements. Contractor shall monitor the compliance of all Subcontractors working under it, either directly or through subcontract, and Contractor shall include this compliance requirement in each of its subcontracts. Company reserves the right to require modifications to Contractor's compliance procedures if Contractor is found at any time to be out of compliance with DOT, PHMSA or FHA regulations, and the costs of such modifications shall be borne by Contractor.

C. Contractor shall provide the documents listed below to Company's Supervisor- Health and Welfare Benefits and the Drug and Alcohol Program Coordinator, One Energy Plaza, 250 General Offices, Detroit, MI 48226:

(1) Immediately after entering into the Agreement, Contractor's Drug and Alcohol Program.

(2) Drug and Alcohol Quarterly Testing Results by the 30th day after the end of the applicable quarter.

(3) Semi-Annual Lab results by the 30th day after the applicable period.

(4) Management Information System (MIS) reports no later than February 1 for the previous calendar year.

D. For all Covered Tasks except those tasks required under 49 CFR Section 192.12, Contractor shall also comply with the following requirements:

(1) Contractor shall develop and maintain, acquire, and/or participate in a written program to ensure that its employees are qualified to perform Covered Tasks encompassed within this Agreement (the "Operator Qualification Program" or "OQ Program"). The OQ Program shall be consistent with the requirements of 49 CFR Part 192, Subpart N Qualification of Pipeline Personnel, and DTE Gas Company Standard 801. At a minimum, Contractor's OQ Program shall:

(a) Ensure through evaluation that individuals performing covered tasks are qualified to perform the Covered Tasks, and recognize and react to abnormal operating conditions they may encounter while performing Covered Tasks.

(b) Allow individuals that are not qualified to perform a Covered Task to perform a Covered Task if directed and observed by an individual that is qualified. Qualified individuals shall be trained on their responsibility for directing and observing individuals performing Covered Tasks for which those individuals are not qualified.

(c) Suspend the qualification of an individual, if Contractor has reason to believe that the individual is no longer qualified to perform a Covered Task, or if the individual's actions or inactions may have contributed to a pipeline incident, or if the individual's actions or inactions cannot be ruled out as a contributing factor to an incident. The individual's qualification may be reinstated when Contractor has completed an investigation, and determined and documented the reason why the suspension no longer applies, or the individual's ability to perform the Covered Task has been established consistent with the documented evaluation process.

(d) Communicate changes that affect Covered Tasks to individuals performing those tasks before the changes become effective.

(e) Maintain and provide records that demonstrate compliance with Contractor's OQ Program.

(2) Prior to the commencement of any Work, Contractor shall submit its OQ Program to Company and complete any related forms required by Company. Contractor's OQ Program shall be subject to audit by Company or its designee, at any time. Contractor shall fully cooperate during such audits, and make available copies of any documents, training and qualification materials, and records to support such audits, including but not limited to (1) the identity of the specific individuals employed by Contractor or any subcontractor performing the Covered Tasks, (2) the specific certification(s) of each such individual and (3)

the expiration date of such certification. An accurate and current list of individual qualifications and the DTE Gas Distribution & Transmission Procedures must be on the job site at all times.

(3) Any changes in the identified individuals performing Covered Tasks must be promptly reported to Company together with any requisite qualifications. In no event shall any individual, whether employed by Contractor or any subcontractor, perform Covered Tasks outside of the scope of their respective qualifications.

(4) Contractor shall notify Company, within three working days of any individual whose qualification is suspended. The circumstances leading up to the suspension and the results of any investigation or evaluation shall be provided to Company within 10 working days of completion of any investigation or evaluation.

(5) Company shall qualify Contractor's employees or verify that they are qualified to perform the Covered Tasks for joining plastic pipes and fittings, welding steel pipe and components, and applying proprietary engineered pipe repair systems such as Clockspring repair sleeves. Company shall notify Contractor of the schedule for testing and qualification. Contractor shall fully cooperate in such qualification. In the event Contractor cannot make employees available, consistent with the schedule for qualification or verification, Company may charge Contractor for necessary make up sessions.

(6) Company shall make available to Contractor, in electronic form, copies of Company's Distribution and Transmission (DTS) Standards, Distribution and Transmission (D&T) Procedures, and any additional requirements that are relevant to the Work. Contractor shall duplicate and distribute DTS Standards and D&T Procedures to qualified individuals performing the Covered Tasks. The current editions of D&T Procedures, the Plastic Pipe Joining Procedures, and Welding Procedures must be made available by Contractor on the job site whenever those Covered Tasks are being performed.

FEDERAL REQUIREMENTS SCHEDULE

Company, as a federal contractor, requires that Contractor agree to be bound by and comply with the following clauses which are incorporated by reference herein and have the same force and effect as if set forth in full text.

(1) The following Federal Acquisition Regulation ("FAR") and Code of Federal Regulations ("CFR") clauses, as amended, are incorporated by reference in these Terms and Conditions unless Contractor is exempt thereunder: Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment FAR 52.204-25 (applies to all orders); Anti-Kickback Procedures, FAR 52.203-7 (applies to all orders over $150,000); Restrictions on Subcontractor Sales to the Government, FAR 52.203-6 (applies to all orders over $350,000); Combat Trafficking in Persons, FAR 52.222-50 (applies to orders of $500,000 or more), Equal Opportunity for Veterans, FAR 52.222-35 (applies to orders of $150,000 or more); Equal Opportunities for Workers with Disabilities, FAR 52.222-36 (applies to orders of $15,000 or more); Privacy Training, FAR 52.224-3 (applies if Contractor's (or subcontractor's) employee(s) will have access to personally identifiable information (PII) or a system of records on individuals) and FAR 52.222-90 (applies to all orders). To the extent not exempt, Contractor shall abide by the requirements of 41 CFR 60-300.5(a) (applies to orders of $100,000 or more) and 60-741.5(a) (applies to orders of $10,000 or more). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities. The terms "Contractor," "Government" and "Contracting Officer" as used in the FAR clauses shall be deemed to refer to "Contractor," "Company" and "Company Representative", respectively.

(2) Except to the extent that the Agreement is exempt from any of these requirements, Contractor agrees to be bound by and comply with the clauses set forth at 48 CFR 52.219-8 (Utilization of Small Business Concerns) and 48 CFR 52.219-9 (Small Business Subcontracting Plan) (only if the Agreement exceeds $900,000 and if Company requests submission of a Small Business Subcontracting Plan).

(3) In accordance with Executive Order (EO) 14398, the following FAR clause is hereby incorporated into the Agreement:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (APR 2026)

(a) *Definitions*. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

BACKGROUND INVESTIGATION REQUIREMENTS SCHEDULE

A. Contractor must conduct a background check (as set forth herein) on all of its workers assigned to provide services to Company, prior to that respective worker starting work on Company's project.

B. In performing the background checks, Contractor agrees to comply with all applicable local, state and federal Laws, including the Fair Credit Reporting Act and agrees that such background check will be performed by a National Association of Professional Background Screeners Accredited Company.

C. Background checks will include, but not limited to:

Social Security Number (SSN) Trace;
Criminal history check in all federal, state, and county jurisdictions as revealed by address history on social security trace. Criminal search shall also include any name variations and/or aliases located on the social security trace. County records must be searched at the court level to maintain maximum possible accuracy. Automated county searches, commonly referred to as Bots, may not be used unless guaranteed to be equivalent by county court clerk.
US Patriot Act Watch Lists.
National Criminal Index Search to include State Sex Offender Registries; Office of Foreign Asset Control (OFAC).
Verification of Immigration Status, including valid I-9 Form where applicable. Note the Company expressly prohibits any contractor from employing any person on Company premises who does not have valid authorization to work in the United States.
U.S. Law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. Contractor must validate eligibility through E-Verify.
Driving History (where permitted by Law and if contractor is required to operate a Company motor vehicle).

D. Unless restricted by applicable Law, all convictions for misdemeanors or felonies shall be reviewed by Contractor to determine whether the criminal conviction disqualifies the worker from working on Company's project.

E. Examples of convictions that shall be carefully reviewed by Contractor for possible disqualification include, but are not limited to: crimes of dishonesty (i.e., theft, embezzlement, fraud, forgery, etc.) and violence (i.e., murder, rape, kidnapping, assault, robbery, stalking, harassment, etc.).

F. In evaluating the results of background checks, Contractor shall consider factors such as the nature and severity of the crime, the length of time that has passed since the offense occurred, how the crime relates to the worker's proposed job responsibilities, truthfulness and completeness of the worker's disclosure of convictions, and evidence of rehabilitation and subsequent job history.

G. Contractor provides Company an ongoing representation and warranty that it has conducted background checks consistent with the requirements set forth in this Schedule. Further, if Contractor breaches this warranty, it agrees that it will make Company whole for any cost, claim, fine, or penalty that Company may incur as a result, directly or indirectly, from a breach of this warranty.

H. Federal and state Laws and/or regulations may require Contractor to conduct periodic background checks for Temporary Personnel assigned to certain positions (e.g., positions requiring Nuclear, NERC or TWIC access). Company may also require Contractor or Contractor employees be subject to additional background investigative activities completed by the Company or other 3rd party vendors, to satisfy the federal regulations for access to a nuclear facility or other NERC / TWIC regulated assets. Company will notify Contractor of any assignments requiring periodic updates or re-completion of background check activities. If any worker moves from one assignment to another, Contractor shall verify with Company whether a re-analysis is required.

PROTECTION OF COMPANY DATA SCHEDULE

1. **Definitions.**

1.1. "Sensitive Personal Confidential Information" shall have the meaning set forth in Attachment A to this Protection of Company Data Schedule.

1.2. "Offshore" means any location which is not physically within the United States, Canada or their respective territorial possessions and subject to United States or Canadian Law.

1.3. "Offshore Outsourcing" means any Processing of Company Data not performed within Canada or the United States.

1.4. "Director, Compliance and Security" means the Company representative responsible for the DTE Energy information security program management. The mailing address and notification number for the Director, Compliance and Security is:

Director, Chief Information Security Officer
One Energy Plaza, 749 GO
Detroit, MI 48226
Ph: 313-235-5100

1.5. "Information Incident" means any circumstance when the confidentiality, availability, or integrity of any Company Data has been compromised, including but not limited to incidents where Company Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an accidental or unauthorized manner, or for an unauthorized purpose.

1.6. "One-way hash" means a cryptographic algorithm that generates a fixed string of numbers from a text message. As used herein, "one-way" means that it is extremely difficult to turn the fixed string back into the text message.

1.7. "Vulnerability" means a "flaw" or "weakness" in a system or application that could be triggered or intentionally exploited, resulting in an Information Incident.

1.8. "Vulnerability Management" means a security practice designed to identify, track, and mitigate vulnerabilities in order to minimize the risk of the exploitation of those vulnerabilities.

1.9. "Code Review" means the identification of potential areas of weakness or actual vulnerabilities. The areas that must be prioritized for investigation are (a) code that handles user input, including file upload, (b) code that changes frequently, (c) code which calls system-level functions or executes with elevated permissions, (d) code that uses language-specific functions (e.g. file access) and (e) code that Processes Company Data.

1.10. "Secure Coding Practices" means software coding practices that adhere to industry best practices for system or application protection security.

2. **General**. Contractor may only use or otherwise Process Company Data for purposes of performing the Work. Company Data is and shall, at all times, remain the property of Company. Contractor shall disclose such information to Contractor Personnel only to the extent necessary to perform the Work or other obligations under the Agreement. Contractor shall advise such persons of the existence of this Agreement, of the confidential nature of the information and of Contractor's obligations regarding same under this Agreement. Except as otherwise provided herein and subject to the terms of Section 4 below, Contractor and Contractor Personnel shall not disclose Company Data to any third party for any reason or purpose whatsoever. In the event of a breach or threatened breach of these confidentiality obligations by Contractor or Contractor Personnel, Company shall be entitled to an injunction restraining such conduct. Nothing herein shall be construed as prohibiting Company from pursuing any other remedies available to Company for such breach or threatened breach. Contractor shall be responsible for any breach of these confidentiality obligations by Contractor Personnel.

3. **Contractor Data Security Program**. Contractor shall maintain a written data security program that meets or exceeds the expectations defined in this Agreement and that contains reasonable administrative, technical and physical safeguards appropriate to the nature of the Company Data Processed by Contractor, which are designed to protect Company Data against anticipated threats or hazards to its confidentiality, availability, or integrity.

4. **Subcontractors**. Prior to permitting any Subcontractor to Process Company Data, Contractor will conduct reasonable due diligence of such Subcontractor to verify that it is capable of maintaining the confidentiality, availability, and integrity of such data in compliance with this Schedule. Contractor will ensure that all Processing of Company Data by any Subcontractor is subject to a written agreement with Contractor that imposes on the Subcontractor obligations substantially equivalent to those to which Contractor is subject under this Schedule.

5. **Assistance with Requests**. Contractor will notify Company promptly upon receipt (and in no event later than five (5) days thereafter) of a request, inquiry, complaint or claim from any individual, governmental authority or other person relating to the Processing of Company Data, unless Contractor is prohibited from providing such notice under Law. Contractor will not respond to any such request without Company's prior written instruction, except as required under Law. Upon receipt of any request from any governmental

authority to access Company Data, Contractor will take all reasonable measures to the extent permitted by Law to prevent and/or limit the scope of any disclosure of Company Data, including rejecting any voluntary requests and attempting to redirect the governmental authority to request the data directly from Company.

6. **Audit and Examination.**

6.1. Annual General Audit. Contractor agrees to allow Company or a Company-approved third-party vendor to perform at least one information security audit annually that consists of a review of Contractor's information security policies, a review of Contractor's information security incident response plan, a review of vulnerability management procedures, a review of disaster recovery documentation, a review of signed nondisclosure agreements, network perimeter vulnerability scans, web application vulnerability scans and visits to any location(s) where Sensitive Personal Confidential Information is stored, transmitted, or processed.

6.2. Code Audit. In addition to the foregoing General Audit, Contractor agrees that Company or a Company-approved third-party vendor may perform, at any time, in Company's sole discretion, code analysis on any code created by Contractor for Company ("Contractor-Developed Code") to ensure that the Contractor-Developed Code is not vulnerable and that Secure Coding Practices were adhered to in the creation of such Contractor-Developed Code. Such testing may include but is not limited to Code Review, penetration testing and scanning of the Contractor-Developed Code by a third-party software designed for such purposes.

7. **Information Handling, Protection, and Disposal.** Contractor represents and warrants that any medium and/or media that contain Sensitive Personal Confidential Information for the purposes of delivery or transfer between Company and Contractor is sufficiently secured and protected to prevent disclosure or examination by any unauthorized party.

7.1. Contractor shall immediately revoke access privileges to Company Data for Contractor Personnel following their separation (either involuntarily or voluntarily).

7.2. Contractor shall label all printouts or tangible materials incorporating Company Data with, "DTE Energy Confidential and Proprietary Information" or other classification as determined by the designated Company Representative.

7.3. Contractor shall physically secure work areas where materials containing Company Data is stored.

7.4. Before providing any media to a Subcontractor, Contractor must redact or obfuscate any Company Data contained in such media that Subcontractor does not need to perform its Work.

7.5. Prior to Contractor, or any Subcontractor, storing or accessing Company Data offshore, pre-approval must be provided in writing by the Director, Compliance and Security. If Contractor desires to store or access Company Data offshore, then Contractor must complete the form (see Attachment B) to the best of its ability and send it to the Company Representative. The Company Representative will then work with the respective DTE business unit reps to determine whether Contractor is granted permission to store or access Company Data offshore.

7.6. Contractor shall ensure that any Company Data is encrypted in transit and at rest using a method or tool which encrypts the Company Data using a mutually agreed upon encryption algorithm of sufficient strength that it renders the Company Data unreadable and unintelligible by any means other than decryption. Contractor shall ensure that the encryption key or keys used to encrypt the information is not stored on the media or medium with the Company Data nor transmitted in the same session as the Company Data.

7.7. Contractor shall properly dispose of any Company Data and any documents and media that contain any Company Data. Company defines "properly dispose of Company Data" as being in the state that is beyond recognition and beyond reconstruction. Specifically, data should be destroyed in one of the following methods:

7.7.1. Contractor will format and overwrite the media with meaningless data – either with some fixed pattern (e.g. binary zeroes) or random data. There are numerous software utilities that are designed to securely remove files from disks.
7.7.2. Contractor will degauss the media – Degaussing equipment is available for magnetic tapes, hard disks, and floppy disks.
7.7.3 Contractor will destroy the media – by crushing, incinerating, cross-cut shredding, or melting.

7.8. Upon destruction, the Contractor will notify the Company Representative that the Company Data has been destroyed within 72 hours of the completed action. Further, Company maintains the right to request proof of data destruction after notification from the Contractor that the Company Data has been destroyed. The Contractor will provide Company with proof of data destruction within 72 hours of request for the information. Formal notification and method of destruction must be submitted in writing to the Company Representative and the Director, Compliance and Security.

7.9. Contractor agrees to provide Company's Director, Compliance and Security at least 30 days prior written notice if Contractor is contemplating on moving its facility where the Company Data is stored. During that 30-day period, at Company's sole discretion, Company may initiate a review of the Vendor Security Review Questionnaire (VSRQ) and perform an information security audit.

7.10. Even after the termination or expiration of the Agreement, Contractor represents and warrants that it shall continue to protect any Company Data in accordance with the obligations in this Schedule as long as Contractor possesses any Company Data.

8. **Password Security**
   8.1. Contractor shall ensure that stored and transmitted passwords are hashed using a one-way hash of sufficient strength that it is rendered unreadable and unintelligible.

   8.2. Passwords or Login IDs shall never be distributed to end users in clear text via email messages.

   8.3. The following password standards must be programmatically enforced
      8.3.1. All passwords shall change at least every 90 days.
      8.3.2. Passwords can only change once every two days.
      8.3.3. The previous five passwords shall not be repeated.
      8.3.4. All passwords shall contain a minimum of 12 characters.
      8.3.5. All passwords shall contain a minimum of one alpha and one numeric character.

9. **Information Incident and Response**. Contractor shall notify the Company Representative and the Company's Director, Compliance and Security at 313 235-5100 within twenty-four (24) whenever Contractor has reasonable cause to believe there has been an Information Incident. Contractor will use best efforts to mitigate and remediate the Information Incident and prevent similar Information Incidents from occurring in the future. Contractor agrees to keep Company informed of the progress of such efforts, and to provide Company with all facts about the Information Incident as appropriate for Company to conduct its own assessment of the risk to Company Data and to Company' business. Company, in its sole discretion, will determine whether to notify regulators or affected individuals about Information Incidents. Contractor agrees to provide reasonable assistance and cooperation requested by Company and/or Company's designated representatives in the furtherance of any correction, remediation, investigation of any Information Incident and/or the mitigation of any potential damage, including any notification that Company may determine appropriate to send to affected individuals, regulators or third parties, and/or the provision of any credit reporting service that Company deems appropriate to provide to affected individuals..

10. **Security Awareness and Compliance**. Contractor shall provide annual information security awareness training for its personnel assigned to provide services to Company. Contractor shall maintain training attendance documentation for a minimum of twenty-four (24) months following the termination of the respective Company Contract or Purchase Order and, if requested by Company, make the documentation available for review by Company.

11. **Vulnerability Management**
   11.1. Contractor shall develop, maintain and adhere to documented procedures for network vulnerability management, including quarterly scanning of systems transmitting, processing or storing any Sensitive Personal Confidential Information.

   11.2. Vulnerability management procedures shall define timely remediation of detected vulnerabilities.

   11.3. Contractor shall accurately log all activities of network vulnerability scanning and remediation and maintain appropriate documentation of sufficient detail that demonstrates reasonable good faith efforts to remediate vulnerabilities on systems which contain or have the potential to contain any Sensitive Personal Confidential Information. Contractor shall maintain this documentation for a period not less than 24 calendar months and provide same to Company upon request.

   11.4. Contractor's vulnerability management procedures shall include some automated inspection or scanning of any code Processing any Company Data for OWASP Top 10 Most Dangerous Programming Errors.

   11.5. Contractor shall accurately log all activities of any code vulnerability scanning and remediation and maintain appropriate documentation of sufficient detail that demonstrates reasonable good faith efforts to remediate vulnerabilities in any code which Process any Sensitive Personal Confidential Information. Contractor shall maintain this documentation for a period not less than 24 calendar months and provide same to Company upon request.

12. **Disaster Recovery.** Contractor shall develop and maintain a disaster recovery plan ("DRP") which will provide for a back-up system and plan to maintain operations in the event of an emergency or catastrophe that would otherwise significantly impact the ability to perform services.

13. **Secure Coding.** Contractor shall develop, maintain, and disclose to Company the frameworks, Code Reviews, code analyzing tools, and methodologies that Contractor applies to identify and reduce common programming errors that may lead to any vulnerable code. Contractor shall adhere to Secure Coding Practices.

14. **Operating System**. Contractor must use and maintain an operating system, which is updated on an as needed and required basis for security and operating system fixes. These security and operating system fixes must be maintained by the Contractor's suppliers and vendors as well as downstream distributors. Contractor shall immediately notify Company in writing if Contractor is unable to maintain the obligations in this Section.

Attachment A
To Protection of Company Data Information Schedule

1.1 "**Personally Identifiable Information**" or "**PII**" means any information related to an identified or identifiable individual. PII may relate to Company's customers, employees, shareholders, or other individuals. Examples of PII include, but are not limited to, an individual's name, address, email address, telephone number, date of birth, employment information, salary, performance rating, or number of shares held. Sensitive PII is a subset of PII.

1.2 "**Sensitive Personally Identifiable**" or "**Sensitive PII**" means the following types of PII: Social Security or identity card number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; credit or debit card details or financial account number, with or without any code or password that would permit access to the account or credit history; username and password; information on race, religion, ethnicity, sex life or practices or sexual orientation, medical information, health information, genetic or biometric information, biometric templates, political, religious or philosophical beliefs, political party or trade union membership, background check information or judicial data such as criminal records (including alleged commission of an offense) or information on other judicial or administrative proceedings; precise geolocation information; citizenship or immigration status.

1.3 "**Sensitive Personal Confidential Information**" means:

1.3.1. Sensitive PII;

1.3.2 Customer related information, including PII related to Company customers who are individuals and information that relates to a Company customer that is an identified or identifiable entity;

1.3.3. PII related to Company employees; and

1.3.4. PII related to Company shareholders.

Attachment B
To Protection of Company Data Schedule

Instructions for completing this form: Contractor is to fill in as much information as possible and then forward that form to Company Representative.
Contractor does not have Company's permission to store or access Company's Data offshore until Company and Contractor further discuss this matter and until both parties sign this form below. Company retains the right, in its sole discretion, to not approve this request.

Request Date: _____

Company's Contract Number: _____

Company's Purchase Order Number: _____

Information regarding Contractor's representative submitting this request:

1. Name: _____
2. Phone number: _____
3. Email address: _____

Is Contractor requesting permission to store Company Data offshore, access Company Data offshore, or both (enter which one): _____

Which Country and City will Company's Data be stored or accessed from: _____

Company's approval as of {enter date}
_____

Company
By:
Name: _____
Title: Security Relationship Manager

Company's approval as of {enter date}
_____

Company
By:
Name: _____
Title: Director, Compliance and Security

Company's approval is granted subject to the following conditions:

_____

Contractor's Acceptance {enter date}
_____

By:
Name: _____
Title: _____

TERMS AND CONDITIONS FOR REMOTE OR ONSITE ACCESS

1. Definitions

1.1. "Access" refers to (i) any privilege or authority, which Company makes available to Contractor via any software or hardware, including onsite at Company facilities, to view, download, create, modify or otherwise Process Company Data or otherwise perform the Work; and (ii) the utilization of such privilege or authority.

1.2. "Company Computing Resources" refers to any Company or third-party computing or electronic communications resource to which Company provides Access.

1.3. "Computer" refers to any workstation, laptop, or other device that is owned or used by the Contractor to access the Company Computing Resources.

1.4. "Disclosed" means any circumstance when the security, integrity, or confidentiality of any Company Information has been compromised, including but not limited to incidents where Company Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose.

1.5. "Information Incident" has the meaning stated in the Protection of Company Data Schedule.

1.6. "NIST" shall mean the National Institute of Standards and Technology.

1.7. "Remote Session" refers to access that is established through either a dial-up connection, a wireless connection, or through a Virtual Private Network ("VPN").

1.8. "Security Incident" means any circumstance when (i) Contractor knows or reasonably believes that an Information Incident has occurred; (ii) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Company's systems storing or hosting Company Data; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Company Data or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products and services provided to Company by Contractor. This includes, but is not limited to:

i. Attempts (either failed or successful) to gain unauthorized access to a system or its data,
ii. Unwanted disruption or denial of service,
iii. The unauthorized use of a system for processing data, storing data, or removing data from a system or network,
iv. Changes to system hardware, firmware, or software characteristics (malicious code, etc.) without the owner's knowledge, instruction, or consent,
v. Physical security breach that may have a cybersecurity impact,
vi. Reportable cybersecurity incidents per NERC guidelines for threat and incident reporting.

2. Contractor Cybersecurity Policy

Contractor will provide to Company the Contractor's cybersecurity policy, which shall be consistent with NIST Special Publication 800-53 (Rev. 4), ISO 27001, and/or ISO 27002 as may be amended. Contractor will implement and comply with that cybersecurity policy. Any changes to Contractor's cybersecurity policy as applied to products and services provided to Company under the Agreement that are inconsistent with the security requirements of NIST Special Publication 800-53 (Rev. 4), ISO 27001, and/or ISO 27002, as may be amended, shall be subject to review and approval by Company prior to implementation by Contractor.

3. Notification of Security Incidents

3.1. Contractor shall notify Company immediately, by calling the Company's Director of Compliance and Security at (313) 235-5100 and notifying Company's Cyber Security Defense Center ("CSDC"), by emailing csdc@dteenergy.com, and subsequently via written letter, whenever a Security Incident occurs, and consistent with Section 4.1(ii) of this Schedule.

3.2. Contractor agrees that Company will immediately terminate Access to Company Computing Resources, until Company has re-authorized Contractor to access such Company Computing Resources.

3.3. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount and nature of Company Data known or reasonably believed to have been involved, (c) the IP address or computer name of affected system(s), (d) name of user(s) impacted and contact

information, (e) screenshots and/or logs that may be helpful, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

3.4. Contractor shall provide written updates of the notice to Company addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with Company in Company's efforts to determine the risk to the Company systems posed by the Security Incident, including providing additional information regarding the Security Incident upon request from Company.

4. Incident Response

4.1. Development and implementation of a Response Plan

i. Contractor shall have policies and procedures to address Security Incidents ("Response Plan") by mitigating the harmful effects of Security Incidents and addressing and remedying the occurrence to prevent the recurrence of Security Incidents in the future. Contractor shall provide Company access to inspect its Response Plan. The development and implementation of the Response Plan shall follow best practices that at a minimum are consistent with the contingency planning requirements of NIST Special Publication 800-61 Rev. 2, NIST Special Publication 800-53 Rev. 4 contingency planning requirements (CP-1 through CP-13) and incident response requirements (IR-1 through IR-10) as those standards may be amended, or ISO 27001, and/or ISO 27002, as may be amended.

ii. Immediately upon learning of a Security Incident, Contractor shall implement its Response Plan and, within 24 hours of implementing its Response Plan, shall notify Company of that implementation by contacting Company's CSDC.

4.2. Coordination of Incident Response with Company

Within one (1) day of notifying Company of the Security Incident, Contractor shall recommend actions to be taken by Company on Company-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Contractor shall coordinate with Company in developing those action plans and mitigating controls. Contractor will provide Company guidance and recommendations for long term remediation of any cyber security risks posed to Company Data, equipment, systems, and networks as well as any information necessary to assist Company in any recovery efforts undertaken by Company in response to the Security Incident.

4.3. Notification to Affected Parties

i. Contractor shall, at its sole cost and expense, assist and cooperate with Company with respect to any investigation of a Security Incident, disclosures to affected parties, and other remedial measures as requested by Company in connection with a Security Incident or required under any applicable laws related to a Security Incident.

ii. In the event a Security Incident involving Company Data that results in any required notification to any person or entity, including any customer, shareholder, or current or former employee of Company under any applicable laws, including privacy and consumer protection laws, or pursuant to a request or directive from a governmental authority, such notification will be provided by Company, except as required by applicable law or approved by Company in writing. Company will have sole control over the timing and method of providing such notification.

4.4. Prevention of Recurrence

Within 30 days of a Security Incident, Contractor shall develop and execute a plan that reduces the likelihood of the same or a similar Security Incident from occurring in the future consistent with the requirements of its Response Plan and NIST Special Publication 800-61 Rev. 2 and NIST Special Publication 800-184, ISO 27001, and/or ISO 27002, as may be amended, and shall communicate that plan to Company. Contractor shall provide recommendations to Company on actions that Company may take to assist in the prevention of recurrence, as applicable or appropriate.

4.5. Unrelated Incidents

In the event (a) Contractor's confidential information has been corrupted or destroyed or has been accessed, acquired, compromised, modified, used or disclosed by any unauthorized person, or by any person in an unauthorized manner or for an unauthorized purpose; (b) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided by Contractor to an entity other than Company; or (c) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (i) Contractor's handling of confidential information or Contractor's compliance with applicable law in connection with confidential information or (ii) the cybersecurity of the products and services provided by Contractor to an entity other than Company ("Unrelated Incident"), Contractor shall disclose general information regarding the Unrelated Incident to Company in response to Company's next scheduled periodic due diligence review of Contractor.

5. Remote Access

5.1. Restricted Access and Use

i. Contractor shall Access Company Computing Resources only as necessary to perform work for Company. Contractor agrees it will not Access Company Computing Resources for the Contractor's own benefit or for any other purpose.

ii. Contractor shall only Access Company Computing Resources and Company Data for which Contractor has been specifically granted Access by Company.

iii. Contractor shall not attempt unauthorized access to Company Computing Resources.

iv. Contractor shall not access, or attempt to access, any third-party network or systems from Company Computing Resources, unless authorized in advance by Company.

v. Contractor shall not input, delete or otherwise modify data accessible via Company Computing Resources, except to the extent that Contractor is authorized to do so in advance by Company.

vi. Contractor shall not make any changes to Company Computing Resources, unless authorized by Company in advance.

5.2. Notification by Contractor when Remote or Onsite Access Should No Longer Be Granted to Contractor Representative

i. Development and Implementation of Access Control Policy: Contractor shall develop and implement policies and procedures to address the security of remote and onsite Access to Company Data, Company Computing Resources, and other Company property (an "Access Control Policy") that is consistent with the personnel management requirements of NIST Special Publication 800-53 Rev. 4 AC-2, PE-2, PS-4, and PS-5 as may be amended, ISO 27001, and/or ISO 27002 and also meets the following requirements:

1. Company Authority Over Access: Access by Contractor and its employees, agents, contractors, and other personnel or entities within its control ("Contractor Personnel") shall only be provided with Company's prior express written authorization, which authorization may subsequently be revoked by Company at any time in its sole discretion. All Company authorized connectivity or attempted connectivity to Company's systems or networks shall be in conformity with Company's security policies as may be amended from time to time with notice to the Contractor.

2. Contractor Review of Access: Contractor will review and verify Contractor Personnel's continued need for Access and level of Access to Company Data on a quarterly basis and will retain evidence of the reviews for three years from the date of each review.

3. Notification and Revocation: Contractor will immediately notify Company in writing (no later than four (4) hours from the moment of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's Access when:

   a. any Contractor Personnel no longer requires such Access to perform the Work,

   b. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended,

   c. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at Company or to any Company property, including to employees, customers, buildings, assets, systems, networks, trade secrets and/or Company Data,

   d. there are any material adverse changes to any Contractor Personnel's background history, including any information not previously known or reported in his or her background report or record,

   e. any Contractor Personnel fails to maintain conduct in accordance with the qualification criteria set forth herein,

   f. any Contractor Personnel loses his or her U.S. work authorization, or

   g. Contractor's performance of Work under this Agreement is either completed or terminated.

ii. Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel electronic and physical Access to Company Data, Company Computing Systems, and Company facilities, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to Company any Company-issued property including, but not limited to, Company photo ID badge, keys, parking pass, documents, laptop, or mobile device in the possession of such Contractor Personnel. Contractor will notify Company at 313-235-7123 and csdc@dteenergy.com, once all such access has been removed.

iii. Upon notification of termination or change in Access, Company will remove all Contractor Personnel's Access to all Company Data, Company Computing Resources, and Company facilities.

5.3. Coordination of Controls

i. Contractor shall coordinate with Company on all remote Access to Company Resources, regardless of interactivity, and shall comply with any controls for interactive remote Access and system-to-system remote Access sessions requested by Company.

ii. Contractors shall implement the additional following protective measures:

1. Contractor shall implement processes designed to protect credentials as they travel throughout Contractor's network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.

2. Contractor shall ensure Contractor Personnel do not use any virtual private network or other device to simultaneously connect any Company Computing Resources to any machines on any Contractor or third-party systems (other than Accessing the Company Computing Resources from the Computer).

3. Contractor shall ensure Contractor Personnel Accessing Company Computing Resources are uniquely identified and that accounts are not shared between Contractor Personnel.

4. Failure to comply with these requirements will result in the immediate removal of all Access for Contractor Personnel.

5.4. Contractor Computers

i. Contractor Computers must:

1. not be physically accessible by the general public,

2. utilize security and password controls that restrict Access to Company's Computing Resources to only authorized Contractor Personnel,

3. not contain any loaded software or remote node connection which allows TCP/IP routing, unless such routing capability is disabled, and

4. not utilize a function that automates passwords in the logon process, such as storing a password in a macro, logon script or function key, or checking the "save password" box.

5.5. Contractor Changes to Company Computing Resources

i. This section applies when the Work entails Contractors providing technical support of Company systems in a production environment.

ii. For any changes that Contractor makes to Company's production systems, including, but not limited to programs, configuration, or environment, Contractor shall:

1. Functionally test all such changes in a test system which replicates the Company production system, and if such testing isn't possible, then Contractor must obtain approval from Company to modify or omit testing).

2. Obtain prior Company approval and then schedule the change, except on an emergency exception basis, in which case, Contractor shall notify Company within four (4) hours of the change.

3. Supply updated documentation and backout procedures, if pertinent, to Company at the time of the change.

4. Create, maintain, and administer a written change log including: date/time, name of Company authorization personnel, and functional change, which shall be made available within twenty-four (24) hours of Company's request for one year following the change.

5.6. Contractor User Creation and Authentication

i. Company User ID Administration. Where Company manages user IDs used by Contractor Personnel for Access, Contractor shall provide Company with the following:

1. the full name and date of birth of each individual who will require Access, and

2. the telephone number at which the individual may be reached during business hours.

ii. Tracking Access and Use. If Company authorizes Contractor to perform only one or a series of Remote Sessions, Contractor will

1. Maintain a log of Access authorizations for a period of one year.

2. The log shall contain the following information for each Remote Session: date, user ID, first and last name of user, start of session, end of session, purpose, tests performed or actions completed.

3. Inform Company within twenty-four (24) hours after the authorized Remote Session(s) has been completed so that Company may terminate the Access.

iii. Protection of Credentials. Company may establish a mechanism for strong authentication credentials, such as digital certificates, tokens, smartcards, biometrics, etc. to provide access, accountability and revocation. Contractor will use the mechanism Company requires it to use.

1. Company may administer or delegate to Contractor the administration of credentials for Contractor's Access. In either case, Contractor must validate the credential for each authorized Contractor user who will Access Company Computing Resources.

2. Credential attributes must provide for granular access controls within applications. Contractor will provide such information to Company at Company's request.

3. Company will deliver credentials to Contractor in a secure manner. Contractor must disseminate credentials securely and protect them from unauthorized use.

iv. Passwords. Passwords used to authenticate Contractor user IDs or to restrict access to a resource, process or system, must comply with the following standards, which may be changed from time to time by Company with reasonable notice to Contractor:

1. The password must have a minimum of 12 characters, with one numeric character.

2. The password must be non-decipherable and non-associative.

3. The password must be changed when the password has been or is suspected of having been made available to an unauthorized user.

4. The password must be changed, at a minimum, every ninety (90) days.

v. Confidentiality of User IDs and Passwords.

1. Contractor acknowledges that any user ID or password granted to Contractor is Company Data and is for Contractor's exclusive use in connection with the Work.

2. Contractor must encrypt all user IDs and passwords. Contractor shall not share, disclose or use in unauthorized manner Company granted user IDs and passwords.

3. Contractor is responsible for the actions of any individuals using the user IDs and passwords to Access Company Computing Resources. Contractor shall defend and hold Company harmless from any demands, claims, actions or causes of actions, losses, damages, costs, expenses, judgments, awards, fines, amounts paid in settlement and other liabilities arising out of Contractor's Access and/or failure to maintain the security and confidentiality of its user IDs and/or passwords used for Access.

vi. Revocation by Company. Company may revoke such IDs and passwords at any time at Company's sole discretion.

5.7. Contractor Personnel Obligations

i. Each individual having access through Contractor to a Company Computing Resources must:

1. Have their respective information added to the Security Schedule, which is on last page of these Terms and Conditions;

2. use only their assigned user ID when Accessing a Company Computing Resources;

3. log-off any Company Computing Resources before leaving their Computer with such Access unattended;

4. not allow unauthorized individuals to Access Company Computing Resources or Company Data;

5. keep strictly confidential the logon ID, password, and all other information that enables such Access; and

6. not replicate or store Company Data in a way which unnecessarily exposes the information.

ii. Contractor User Notification. Contractor must ensure that all Contractor Personnel comply with this Security Schedule, and Contractor is liable for any breach of this Schedule by Contractor Personnel. Contractor must provide security awareness training to enforce the obligations under this Security Schedule.

iii. User Violation. If any Contractor Personnel violates any provision of this Security Schedule, then such personnel shall not be eligible to perform services for Company through Contractor.

5.8. Company Computing Resources Addresses

Information on Company Computing Resources addresses shall not be published on any external network to which Contractor is connected.

5.9. Transmission of Information from Contractor

i. Encryption. Company may provide Contractor with an approved encryption mechanism for use in all electronic business transactions with Company. If provided such a mechanism, Contractor must use the Company approved encryption methodology for any electronic sharing of information with Company.

ii. Communication software. Contractor will use only Company-approved network communication programs for interactions with Company Computing Resources.

iii. Personal Firewall software. Contractor shall take all reasonable precautions to detect and prevent external threats to Company Data while Accessing Company Computing Resources. Computers must not broadcast personal computer addresses and a personal firewall must be employed to close off the Computer to scanning and entry by blocking unnecessary ports, prevent information from leaving the PC, and block non-trusted services or applications from accessing the Computer.

1. Contractor shall use a personal firewall on all Computers.

2. Contractor shall notify Company immediately if any Computer becomes vulnerable to internet exposures that cannot be timely patched.

iv. Operating System Patches. Contractor shall be responsible for preventing potential vulnerabilities that may compromise Company systems while connecting to Company Computing Resources.

1. Contractor shall ensure that all Computers are kept up to date with the latest operating system security patches.

2. Contractor shall notify Company immediately if any Computer becomes vulnerable to an operating system vulnerability that cannot be timely patched.

5.10. Remote Access Audit and Monitoring of Access and Compliance

Contractor's Access of Company Computing Resources may be monitored and recorded by Company or a third-party authorized by Company. Contractor expressly consents to such monitoring and recording.

5.11. Trademarks and Notices of Intellectual Property

Contractor shall not remove or alter copyright or trademark notices or notices of confidentiality from any material accessed via a Company Computing Resources.

5.12. Disclaimers and Limitations on Liability

i. Company is providing Access on an "as is" basis and makes no representations or warranties of any kind with respect to the Company Computing Resources or its contents. Company disclaims all such representations and warranties, whether express, implied or statutory, including, for example, warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Company does not represent or warrant that the information accessible via its network is accurate, complete or current. The Company Computing Resources must not be relied upon in connection with any investment decision. Company does not warrant that the operation of the Company Computing Resources will be uninterrupted or error-free. Contractor is responsible for taking appropriate precautions against damage to its operations that could be caused by defects, interruptions, or malfunctions of the Company Computing Resources and assumes the risk of such occurrences. Changes are made periodically to the information contained in the Company Computing

Resources. Company reserves the right to make improvements and/or changes to its Company Computing Resources or to discontinue operation of any part of it at any time.

ii. Company is not responsible for technical, hardware or software failures of any kind; lost or unavailable network connections; incomplete, garbled or delayed computer transmissions. Under no circumstances shall Company or its suppliers be liable for any damages or injury that result from the use of the materials on the Company Computing Resources.

iii. By accessing the Company Computing Resources, the Contractor agrees that neither Company nor any of its directors, employees or other representatives shall be liable for any direct or indirect loss or damages arising out of or in connection with the use of the Company Computing Resources, or the information contained in the Company Computing Resources, even if Company has been advised of the possibility of such damages. This is a comprehensive limitation of liability that applies to all damages of any kind, including direct, indirect, compensatory, incidental, consequential, special or exemplary damages, loss of data, income or profit, loss of or damage to property, and claims of third parties.

6. Return or Destruction of Company Data

Upon completion of the Work, or at any time upon Company's request, Contractor shall return to Company all hardware and removable media provided by Company containing Company Data. Company Data in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. Contractor shall securely destroy all Company Data maintained on Computers or other hardware or media owned by Contractor or a third-party, including all copies, abstractions, and compilations, and a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of the Work, or at any time upon Company's request. Contractor's destruction or erasure of Company Data pursuant to this Section shall be in compliance with best industry practices (e.g., Department of Defense 5220-22-M Standard, as may be amended).

7. Audit Rights

7.1. Company or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor's IT or systems environment and procedural controls to determine Contractor's compliance with the system, network, data, and information security requirements of this Agreement. These audits and tests may include coordinated security tests, visits to Contractor's sites, interviews of relevant Contractor Personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Company Data. Contractor shall provide all information reasonably requested by Company in connection with any such audits and shall provide reasonable access and assistance to Company upon request. Contractor will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. Company reserves the right to view, upon request, any original security reports that Contractor has undertaken or commissioned to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to Company security contact. Contractor will notify Company of any such security reports or similar assessments once they have been completed. Any regulators of Company or its affiliates shall have the same rights of audit as described herein upon request.

7.2. These audit rights are additional to those that Company may be entitled to in regard to other aspects of the Agreement.

8. Regulatory Examinations

Contractor agrees that any regulator or other governmental entity with jurisdiction over Company and its affiliates may examine Contractor's activities relating to the performance of its obligations under this Agreement to the extent such authority is granted to such entities under the law. Contractor shall promptly cooperate with and provide all information reasonably requested by the regulator or other governmental entity in connection with any such examination and provide reasonable assistance and access to all equipment, records, networks, systems, and Contractor Personnel reasonably requested by the regulator or other governmental entity. Contractor agrees to comply with all reasonable recommendations that result from such regulatory examinations within reasonable timeframes at Contractor's sole cost and expense. The foregoing cooperation and assistance will be rendered at Contractor's then-current time and materials rates, subject to Company's prior written authorization.

9. Contractor Personal Information

For any Personally Identifiable Information of Contractor that is disclosed to Company, Company agrees that it will treat the PII in the same manner it treats like information of its own and exercise a reasonable degree of care for preventing unauthorized disclosures of the PII. Company may disclose PII to the extent required or compelled by administrative or judicial process, or as requested or required by the Michigan Public Service Commission or the Federal Energy Regulatory Commission.

VENDOR REMOTE ACCESS SECURITY SCHEDULE (THE "SECURITY SCHEDULE")

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR ALL USERS THAT REQUIRE ACCESS:

First Name	Last Name	Phone Number	Email Address	Job Title

CONTRACTOR NERC CIP COMPLIANCE REQUIREMENTS SCHEDULE

A. Definitions

1. "Access" refers to (i) any privilege or authority, which Company makes available to Contractor via any software or hardware, including onsite at Company facilities, to view, download, create, modify or otherwise Process Company Date or otherwise perform the Work and (ii) the utilization of such privilege or authority.

2. "BES" means Bulk Electric System, as defined by NERC and approved by FERC, and as may change from time to time.

3. "BES Cyber Asset" means a cyber asset that if rendered unavailable, degraded, or misused would, within 15 minutes of its required operation, mis operation, or non-operation, adversely impact one or more facilities, systems, or equipment, which, if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the BES. Redundancy of affected Facilities, systems, and equipment shall not be considered when determining adverse impact.

4. "Company Computing Resources" refers to any Company or third-party computing or electronic communications resource to which Company provides Access.

5. "Computer" refers to any workstation, laptop, or other device that is owned or used by the Contractor to access the Company Computing Resources.

6. "Information Incident" has the meaning stated in the Protection of Company Data Schedule.

7. "FERC" shall mean the Federal Energy Regulatory Commission.

8. "NERC" shall mean the North American Electric Reliability Corporation.

9. "NIST" shall mean the National Institute of Standards and Technology.

10. "Remote Session" refers to access that is established through either a dial-up connection, a wireless connection, or through a Virtual Private Network ("VPN").

11. "Security Incident" means any circumstance when (i) Contractor knows or reasonably believes that an Information Incident occurred; (ii) Contractor knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services provided to Company by Contractor or the physical, technical, administrative, or organizational safeguards protecting Contractor's systems or Company's systems storing or hosting Company Data; or (iii) Contractor receives any complaint, notice, or communication which relates directly or indirectly to (A) Contractor's handling of Company Data or Contractor's compliance with the data safeguards in this Agreement or applicable law in connection with Company Data or (B) the cybersecurity of the products and services provided to Company by Contractor. This includes, but is not limited to:

    i. Attempts (either failed or successful) to gain unauthorized access to a system or its data,
    ii. Unwanted disruption or denial of service,
    iii. The unauthorized use of a system for processing data, storing data, or removing data from a system or network,
    iv. Changes to system hardware, firmware, or software characteristics (malicious code, etc.) without the owner's knowledge, instruction, or consent,
    v. Physical security breach that may have a cybersecurity impact,
    vi. Reportable cybersecurity incidents per NERC guidelines for threat and incident reporting.

B. Notification of Incidents that Pose Cyber Security Risk (CIP-013 1.2.1)

1. Contractor shall notify Company immediately, by calling the Company's Director of Compliance and Security at (313) 235-5100 and notifying Company's Cyber Security Defense Center ("CSDC"), by emailing csdc@dteenergy.com, and subsequently via written letter, whenever a Security Incident occurs.

2. Contractor agrees that Company will immediately terminate Access to Company Computing Resources, until Company has re-authorized Contractor to Access such Company Computing Resources.

3. The notice shall include the date and time of the Security Incident occurrence (or the approximate date and time of the occurrence if the actual date and time of the occurrence is not precisely known) and a detailed summary of the facts and circumstances of the Security Incident, including a description of (a) why the Security Incident occurred (e.g., a precise description of the reason for the system failure), (b) the amount and nature of Company Data known or reasonably believed to have been involved, (c) the IP address or computer name of affected system(s), (d) name of user(s) impacted and contact information, (e) screenshots and/or logs that may be helpful, and (c) the measures being taken to address and remedy the occurrence to prevent the same or a similar event from occurring in the future.

4. Contractor shall provide written updates of the notice to Company addressing any new facts and circumstances learned after the initial written notice is provided and shall provide such updates within a reasonable time after learning of those new facts and circumstances. Contractor shall cooperate with Company in Company's efforts to determine the risk to Company systems posed by the Security Incident, including providing additional information regarding the Security Incident upon request from Company.

C. Incident Response

Coordination of Incident Response with Company **(CIP-013 R1.2.2)**

Within one (1) day of notifying Company of the Security Incident, Contractor shall recommend actions to be taken by Company on Company-controlled systems to reduce the risk of a recurrence of the same or a similar Security Incident, including, as appropriate, the provision of action plans and mitigating controls. Contractor shall coordinate with Company in developing those action plans and mitigating controls. Contractor will provide Company guidance and recommendations for long term remediation of any cyber security risks posed to Company Data, equipment, systems, and networks as well as any information necessary to assist Company in any recovery efforts undertaken by Company in response to the Security Incident.

D. Remote Access

1. Notification by Contractor when Remote or Onsite Access Should No Longer Be Granted to Contractor Representative (CIP-013 R 1.2.3)

    a. Development and Implementation of Access Control Policy: Contractor shall develop and implement policies and procedures to address the security of remote and onsite Access to Company Data, Computing Resources, and other Company property (an "Access Control Policy") that is consistent with the personnel management requirements of NIST Special Publication 800-53 Rev. 4 AC-2, PE-2, PS-4, and PS-5 as may be amended, ISO 27001, and/or ISO 27002 and also meets the following requirements:
        i. Company Authority Over Access: In the course of performing the Work, Contractor shall not Access, and shall not permit its employees, agents, contractors, and other personnel or entities within its control ("Contractor Personnel") to access Company Computing Resources or Company Data without Company's prior express written authorization. Such written authorization may subsequently be revoked by Company at any time in its sole discretion. Further, any Contractor Personnel Access shall be consistent with, and in no case exceed the scope of, any such approval granted by Company. All Company authorized connectivity or attempted connectivity to Company's systems or networks shall be in conformity with Company's security policies as may be amended from time to time with notice to the Contractor.
        ii. Contractor Review of Access: Contractor will review and verify Contractor Personnel's continued need for Access and level of Access on a quarterly basis and will retain evidence of the reviews for three years from the date of each review.
        iii. Notification and Revocation: Contractor will immediately notify Company in writing (no later than four (4) hours from the moment of termination or change set forth below) and will immediately take all steps necessary to remove Contractor Personnel's Access when:
            2. any Contractor Personnel no longer requires such Access in order to perform the Work,
            3. any Contractor Personnel is terminated or suspended or his or her employment is otherwise ended,
            4. Contractor reasonably believes any Contractor Personnel poses a threat to the safe working environment at Company or to any Company property, including to employees, customers, buildings, assets, systems, networks, trade secrets and/or Company Data,
            5. there are any material adverse changes to any Contractor Personnel's background history, including any information not previously known or reported in his or her background report or record,
            6. any Contractor Personnel fails to maintain conduct in accordance with the qualification criteria set forth herein,
            7. any Contractor Personnel loses his or her U.S. work authorization, or
            8. Contractor's performance of Work is either completed or terminated.

b. Contractor will take all steps reasonably necessary to immediately deny such Contractor Personnel electronic and physical Access to Company Data, Company Computing Resources and Company facilities, including, but not limited to, removing and securing individual credentials and access badges, RSA tokens, and laptops, as applicable, and will return to Company any Company-issued property including, but not limited to, Company photo ID badge, keys, parking pass, documents, laptop, or mobile devices in the possession of such Contractor Personnel. Contractor will notify Company at 313-235-7123 and csdc@dteenergy.com, once such access has been removed.
c. Upon notification of termination or change in Access, Company will remove all Contractor Personnel's Access to all Company Data, Company Computing Resources, and Company facilities.

2. Coordination of Controls (CIP-013 R1.2.6)

a. Contractor shall coordinate with Company on all remote Access to Company Computing Resources, regardless of interactivity, and shall comply with any controls for interactive remote Access and system-to-system remote Access sessions requested by Company.
b. Controls for Remote Access: Contractors shall implement the additional following protective measures:
    i. Contractor shall implement processes designed to protect credentials as they travel throughout Contractor's network and shall ensure that network devices have encryption enabled for network authentication to prevent possible exposure of credentials.
    ii. Contractor shall ensure Contractor Personnel do not use any virtual private network or other device to simultaneously connect any Company Computing Resources to any machines on any Contractor or third-party systems (other than Accessing the Company Computing Resources from the Computer).
    iii. Contractor shall ensure Contractor Personnel Accessing Company Computing Resources are uniquely identified and that accounts are not shared between Contractor Personnel.
    iv. Failure to comply with these requirements will result in the immediate removal of all Access for Contractor Personnel.

3. Confidentiality of Information Accessed via a Company Computing Resource (CIP-011)

a. Contractor agrees to keep confidential, and to will take at least the following precautions to protect Company Data:
    i. Label all printouts or tangible materials incorporating Company Data with, "*DTE Energy Confidential and Proprietary*
    ii. *Information"* or other classification as determined by the designated Company Representative.
    iii. Physically secure work areas where materials containing Company Data is stored.
    iv. Dispose of hard copy or tangible materials containing Company Data in a cross-cut shredder or in a confidential trash bin.
    v. "Wipe" all magnetic or electronic storage media, prior to discard or reissue, to make any Company Data unrecoverable.

b. Contractor will follow the required controls below for protection of authorized Access to NERC CIP BES Critical System Information (BCSI). **(CIP-011/CIP-004)**
    i. If BCSI information will be stored and accessed from Contractor owned and managed electronic storage locations, Contractor must identify to Company: each storage location, all Contractor Personnel that will require Access to the storage location(s), and all access entitlements required for each Contractor Personnel.
    ii. Company will manage the authorization process to provide Access to the Contractor managed BCSI storage location to ensure compliance with CIP004.
    iii. Contractor will provision Access individuals to the Contractor managed BCSI storage locations only with express authorization from Company
    iv. At the close of the contract, Contractor must destroy all BCSI then document and provide evidence of the destruction of the BCSI. This is required for both electronic and physical versions of BCSI. The evidence may include, but is not limited to:
        1. Records demonstrating the reformat of the storage location drive(s)
        2. Records demonstrating the physical destruction of the BCSI or BCSI location
        3. Attestations of the destruction of the BCSI

4. Contractor Computers Accessing Company Computing Resource (CIP-011)

a. Contractor Computers must:
    i. not be physically Accessible by the general public,
    ii. utilize security and password controls that restrict Access to Company Computing Resources to only authorized Contractor Personnel,
    iii. not contain any loaded software or remote node connection which allows TCP/IP routing, unless such routing capability is disabled, and
    iv. not utilize a function that automates passwords in the logon process, such as storing a password in a macro, logon script or function key, or checking the "save password" box.

5. Contractor Changes to Company Computing Resources (CIP-010)

a. This section applies when the Work entails Contractors providing technical support for software or Company systems in a production environment.

b. For any changes that Contractor makes to Company's production systems, including, but not limited to programs, configuration,
   i. Functionally test all such changes in a test system which replicates the Company production system, and if such testing is not possible, then Contractor must obtain approval from Company to modify or omit testing.
   ii. Obtain prior Company approval and then schedule the change, except on an emergency exception basis, in which case, Contractor shall notify Company within four (4) hours of the change,
   iii. Supply updated documentation and backout procedures, if pertinent, to Company at the time of the change, and
   iv. Create, maintain, and administer a written change log including: date/time, name of Company authorization personnel, and functional change, which shall be made available within twenty-four (24) hours of Company's request for one year following the change.

6. Contractor User Creation and Authentication (CIP-004)

a. Company User ID Administration. Where Company manages user IDs used by Contractor Personnel for Access, Contractor shall provide Company with the following:
   i. the full name and date of birth of each individual who will have Access to Company's Network, and
   ii. the telephone number at which the individual user may be reached during business hours.

b. Tracking Access and Use. If Company authorizes Contractor to perform only one or a series of Remote Sessions, Contractor will:
   i. Maintain a log of Access for a period of one year.
   ii. The log shall contain the following information for each Remote Session: date, user ID, first and last name of user, start of session, end of session, purpose, tests performed or actions completed.
   iii. Inform Company within twenty-four (24) hours after the authorized Remote Session(s) has been completed so that Company may terminate the Access.

c. Protection of Credentials. Company may establish a mechanism for strong authentication credentials, such as digital certificates, tokens, smartcards, biometrics, etc. to provide Access, accountability and revocation. Contractor will use the mechanism Company requires it to use.
   i. Company may administer or delegate to Contractor the administration of credentials for Contractor's operations. In either case, Contractor must validate the credential for each authorized Contractor user who will Access to Company Computing Resources.
   ii. Credential attributes must provide for granular Access controls within applications. Contractor will provide such information to Company at Company's request.
   iii. Company will deliver credentials to Contractor in a secure manner. Contractor must disseminate credentials securely and protect them from unauthorized use.

d. Passwords. Passwords used to authenticate Contractor user IDs or to restrict Access to a resource, process or system, must comply with the following standards, which may be changed from time to time by Company with reasonable notice to Contractor:
   i. The password must have a minimum of 12 characters, with one numeric character.
   ii. The password must be non-decipherable and non-associative.
   iii. The password must be changed when the password has been or is suspected of having been made available to an unauthorized user.
   iv. The password must be changed, at a minimum, every ninety (90) days.

e. Confidentiality of User IDs and Passwords.
   i. Contractor acknowledges that any user ID or password granted to Contractor is Company Data and is for Contractor's exclusive use in connection with the Work.
   ii. Contractor must encrypt all user IDs and passwords. Contractor shall not share, disclose or use in any unauthorized manner Company granted user IDs and passwords.
   iii. Contractor is responsible for the actions of any individuals using the user IDs and passwords to Access a Company Computing Resources. Contractor shall defend and hold Company harmless from any demands, claims, actions or causes of actions, losses, damages, costs, expenses, judgments, awards, fines, amounts paid in settlement and other liabilities arising out of Contractor's Access, and/or failure to maintain the security and confidentiality of its user IDs and/or passwords used for Access.

f. Revocation by Company. Company may revoke such IDs and passwords at any time at Company's sole discretion.

g. Requirements to Access CIP Physical, Cyber, and BCSI assets. Contractor shall comply with all requirements in NERC CIP004 for Access to Physical, Cyber, and BCSI assets owned by Company. Without limiting the foregoing, Contractor shall:
   i. Complete and maintain a valid NERC PRA (Personnel Risk Assessment) as directed by NERC CIP004-6 for every Contractor Personnel who will Access Company Data and provide evidence of the completed PRA, in the form of a completed attestation provided by Company, to Company prior to allowing such individual to Access Company cyber systems, physical security perimeters (PSPs), or BCSI documentation.
   ii. Complete assigned DTE Energy NERC CIP training, as directed by CIP004-6 and designated by Company as required for electronic Access to Company Data, Company Computing Resources, and PSPs.

7. Contractor Personnel Obligations (CIP-011 Program)

a. Personnel Obligations. Each individual having Access through Contractor to a Company Computing Resources must:
   i. Have their respective information added to the Security Schedule, which is on last page of these Terms and Conditions;
   ii. use only their assigned user ID when Accessing Company Computing Resources;
   iii. log-off any Company Computing Resources before leaving their Computer with such Access unattended;
   iv. not allow unauthorized individuals to Access Company Computing Resources or Company Data;
   v. keep strictly confidential the logon ID, password, and all other information that enables such Access; and
   vi. not replicate or store Company Data in a way which unnecessarily exposes the information.

b. Contractor User Notification. Contractor must ensure that all Contractor Personnel comply with this Security Schedule, and Contractor is liable for any breach of this Schedule by Contractor Personnel. Contractor must provide security awareness training to enforce the obligations under this Security Schedule.
c. User Violation. If any Contractor Personnel violates any provision of this Security Schedule, then such employee or contractor shall not be eligible to perform services for Company through Contractor.

8. Disclosure and Remediation of Known Vulnerabilities (CIP-013 R1.2.4)

a. Contractor shall develop and implement policies and procedures to address the disclosure and remediation by Contractor of vulnerabilities and material defects related to the Work and Work Product provided to Company under the Agreement including the following:
   i. Prior to the delivery of the Work and Work Product, Contractor shall provide summary documentation of publicly disclosed vulnerabilities and material defects in the Work and Work Product, the potential impact of such vulnerabilities and material defects, the status of Contractor's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Contractor's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
   ii. Contractor shall provide summary documentation of vulnerabilities and material defects in the Work and Work Product within thirty (30) calendar days after such vulnerabilities and material defects become known to Contractor. This includes summary documentation on vulnerabilities that have not been publicly disclosed or have only been identified after the delivery of the product. The summary documentation shall include a description of each vulnerability and material defects and its potential impact, root cause, and recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds.
   iii. Contractor shall disclose the existence of all known methods for bypassing computer authentication in the Work and Work Product, often referred to as backdoors, and provide written documentation that all such backdoors created by Contractor have been permanently deleted or disabled.
   iv. Contractor shall implement a vulnerability detection and remediation program consistent with NIST Special Publication 800-53 Rev. 4 RA-5, SA-11, and SI-2, as may be amended.

b. Disclosure of Vulnerabilities by Company
   i. Whether or not publicly disclosed by Contractor and notwithstanding any other limitation in this Agreement, Company may disclose any vulnerabilities or material defects in the Work and Work Product to (a) the Electricity Information Sharing and Analysis Center, the Industrial Control Systems Cyber Emergency Response Team, or any equivalent entity, (b) to any entity when necessary to preserve the reliability of the BES as determined by Company in its sole discretion, or (c) any entity required by applicable law.

9. Software Integrity

a. Hardware, Firmware, Software, and Patch Integrity and Authenticity (CIP-013 R1.2.5)
   i. Contractor shall specify how digital delivery for Work Product (e.g., software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified.
      1. If Contractor provides software or patches to Company, Contractor shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable Company to use the hash value as a checksum to independently verify the integrity of the software and patches and avoid downloading the software or patches from Contractor's website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of Contractor.(CIP-013 R1.2.5)

   ii. Contractor shall identify the country (or countries) of origin of the Work Product and its components (including hardware, software, and firmware). Contractor will identify the countries where the development, manufacturing, maintenance, and service for the product are provided. Contractor will notify Company of changes in the list of countries where product maintenance or other services are provided in support of the procured product. This notification shall occur 180 days prior to initiating a change in the list of countries.
   iii. Contractor shall use trusted channels to ship Work Product, such as U.S. registered mail or as instructed by Company.
   iv. Contractor shall demonstrate a capability for detecting unauthorized Access throughout the delivery process.
   v. Contractor shall demonstrate chain-of-custody documentation for Work Product as determined by Company in its sole discretion and require tamper-evident packaging for its delivery.

b. Patching Governance

i. Prior to the delivery of any Work or Work Product to Company or connection of any Computer to Company Computing Resources, Contractor shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update process (including third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required to be connected to Company Computing Resources during the performance of Work. This documentation shall include information regarding:
    1. the resources and technical capabilities to sustain this program and process such as Contractor's method or recommendation for how the integrity of a patch is validated by Company.

c. Viruses, Firmware and Malware (CIP-013 R1.2.5)

i. Contractor will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to Company.
ii. Contractor warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Contractor will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

10. Return or Destruction of Company Data (CIP-011)

Upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Company's request, Contractor shall return to Company all hardware and removable media provided by Company containing Company Data. Company Data in such returned hardware and removable media shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Company. Contractor shall securely destroy all Company Data maintained on Computers or other hardware owned by Contractor or a third-party, including all copies, abstractions, and compilations, and a notarized statement detailing the destruction method used and the data sets involved, the date of destruction, and the entity or individual who performed the destruction will be sent to a designated Company security representative within fifteen (15) calendar days after completion of Work, or at any time upon Company's request. Contractor's destruction or erasure of Company Data pursuant to this Section shall be in compliance with best industry practices (e.g., Department of Defense 5220-22-M Standard, as may be amended).

11. All Contractors performing Work that requires physical or cyber access to areas containing BES Cyber Assets shall comply with the following requirements (CIP-004)

a. Contractor Personnel shall comply with and at all time conduct themselves in accordance with North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") Standards and NERC Standard NUC-001, as applicable and as amended from time to time, as well as the Company cyber security policies (OP 20 and EM 22) when performing Work on Company BES Cyber Assets (Company will provide Contractor a copy of its cyber security policies and any updates as necessary).

b. Contractor shall, promptly upon Company's request, provide Company with information about Contractor Personnel necessary for Company to maintain the required records regarding personnel with authorized cyber or unescorted physical access to BES Cyber Assets, including their specific electronic and physical access rights (in compliance with NERC CIP-004). Contractor shall ensure that Contractor and its Subcontractors maintain employee access list(s) as required in CIP-004 (specifically part R4 thereof). Contractor must also notify Company within four business hours (or immediately if the applicable Contractor Personnel were terminated for cause) after any Contractor Personnel no longer requires unescorted physical or authorized cyber access to Company BES Cyber Assets to perform Work.

c. Contractor agrees that under no circumstances may authorization for unescorted physical access or authorized cyber access to Company BES Cyber Assets, or any related access badge, be transferred between Contractor Personnel.

d. Contractor Personnel who are designated by Contractor as potentially performing work for Company that would require authorized cyber or authorized unescorted physical access to BES Cyber Assets must be provided training, and be enrolled in an ongoing security awareness program, consistent with the requirements of CIP-004. All such Contractor Personnel must receive such training and be enrolled in such program within the timeframe required under CIP-004 as then currently effective. Contractor may either (1) certify that it trains Contractor Personnel using training materials provided by Company and provides a security awareness program to its employees consistent with this requirement; (2) certify that Contractor Personnel have taken or will be required to take Company -led training and are enrolled in a Company -provided program consistent with this requirement; or (3) certify that it trains Contractor Personnel using its own training materials and provides a security awareness program to its employees consistent with this requirement. Company may require additional site-specific training as it deems necessary in its sole discretion.

e. Contractor must conduct personnel risk assessments of all Contractor Personnel who are designated by Contractor as potentially requiring authorized cyber or unescorted physical access to Company BES Cyber Assets. Contractor must provide a copy of the actual completed personnel risk assessments and an unexpired government issued photo identification for each individual prior to that respective worker starting work for Company, provided that such documents must be redacted as follows:

Items/Information	What to Redact
Social Security Number	- First five numbers
Driver's License	- All but last 4 numbers/characters
Addresses	- Street Number - Street Name
Birthdate	- Birth Year
Phone Number	- All
Current and Prior Employment	- All
Verification of Credit	- All
Education	- All

Contractor shall provide this documentation to the Company's CIP-004 Program Administrator by emailing HR_NERC_Account@dteenergy.com.

12. Contractor will support compliance requirements by adhering to processes and by fulfilling data requests, supplying documentation and audit evidence in a timely fashion when requested.

EXHIBIT 1 – SALES & USE TAX AFFIDAVIT

SALES & USE TAX AFFIDAVIT

(STATE OF MICHIGAN)
) ss
COUNTY OF)

The Undersigned, _____ _____, hereby represents that on _____, 20__ it was awarded a contract by _____ (the "Company"), to construct a project in accordance with the terms and conditions of Contract No._____ ("Contract"); and Undersigned further represents that the subject work has now been accomplished and the Contract has now been completed. Undersigned hereby warrants and certifies that the payments made by Company to Undersigned under Contract were inclusive of all applicable sales and use taxes arising by reason of Contract and that Undersigned has fully paid and remitted to the proper taxing authority all said sales and use taxes. Undersigned further agrees that, if any claim should hereinafter arise, it shall assume responsibility for the same immediately upon request to do so by the Company. This affidavit is freely and voluntarily given with full knowledge of the facts, on this ___day of _____, 20___.

_____
(CONTRACTOR)

By:_____

Its:_____

Subscribed and sworn to before me, a

Notary Public in and for _____County, State of _____,
on this_____day of _____, 20___.

Notary Public:

My Commission Expires: _____

TERMS AND CONDITIONS FOR EQUIPMENT SERVICE (CONTRACTOR FACILITY) SCHEDULE

"Equipment" means Company's equipment provided to Contractor for Work to be performed in Contractor's facility under the Agreement and includes all parts, portions, items, attachments, repairs, replacements and substitutions thereof.

The title and right of possession of Equipment shall remain solely with Company. Any scrap resulting from the Work or decision not to repair the Equipment shall be the property of Company unless otherwise stated in the Agreement. Company shall have the unfettered right to immediate possession of the Equipment, without notice or a court hearing.

Contractor agrees to fully cooperate with Company in Company taking possession of the Equipment when Company requests that Contractor surrender possession of the Equipment including, but not limited to, facilitating and consenting to Company obtaining access to Contractor's premises and packaging and loading the Equipment on Company trucks in a commercially reasonable fashion.

Contractor shall return all Equipment to Company according to the time period stated in the Agreement. Unless otherwise stated in the Agreement, Equipment that Company elects not to service shall be returned to Company or disposed of by Contractor as directed by Change Order.

CALLING AND/OR TEXTING TECHNOLOGY SERVICES SCHEDULE

A. Representations and Warranties. Contractor represents and warrants the following:

1. The Work complies with all applicable U.S. federal and state laws, rules and regulations, international export and privacy laws, privacy policies and other laws regarding telephone calls, text messages, call recording, and the transfer and/or transmission of data, including but not limited to the Telephone Consumer Protection Act (TCPA) ("Applicable Law(s)").

2. All Contractor Personnel engaging in text messaging and similar activities on its behalf or on Company's behalf pursuant to this Agreement will comply with all Applicable Laws.

3. Contractor and Contractor Personnel engaging in text messaging and similar activities on its behalf or on Company's behalf pursuant to this Agreement has/have and will maintain all licenses, permits, approval, memberships, registrations, certifications, accreditations, permits, bonds, franchises, approvals, authorizations, consents, grants, rulings, or approvals of any kind that are or may in the future be required for such activities.

4. Contractor will comply with all Company communications policies as they may be amended from time to time.

5. In connection with the Work, Contractor does not use an automatic telephone dialing system as defined by the TCPA and as interpreted by the Federal Communications Commission ('FCC') or under applicable court decisions. Contractor further represents and warrants that: (1) Contractor does not send any text messages with equipment or technology that has the present or potential capacity to autodial in connection with the Work; and (2) all text messages sent by Contractor in performing the Work require human intervention to initiate.

6. All text messages sent by Contractor on behalf of Company pursuant to this Agreement shall: (a) comply with the CTIA Messaging Principles and Best Practices, the CTIA Short Code Monitoring Handbook, and all other applicable wireless carrier requirements and industry best practices; (b) use only script and messaging flow language that has been approved in advance and in writing by Company; (c) only be sent to the specific telephone numbers provided by Company for each specific text message; (d) only be sent at the frequency approved in advance and in writing by Company; and (e) only be sent to telephone numbers for which neither Contractor nor Company has received a request not to receive further text messages.

B. Acknowledgements and Obligations of Contractor.

1. Contractor shall ensure that all text messages are sent in compliance with Applicable Laws, including but not limited to federal and state telemarketing and do-not call requirements. Contractor should use the most recently published version of the federal Do Not Call Registry, available at https://telemarketing.donotcall.gov/, as well as the analogous state Do Not Call registries. Failure by Contractor to use this list resulting in text messages being placed in violation of the TCPA or relevant state laws may be considered a breach of this Agreement.

2. Contractor shall implement and maintain (review, modify and update as appropriate) reasonable policies and procedures intended to ensure compliance with Applicable Law. Contractor shall provide a copy of its policies and procedures to Company upon request.

3. Contractor acknowledges that Company shall have the right to review, upon reasonable notice, all Contractor records related to text messages placed on Company's behalf.

4. Contractor acknowledges and agrees that Company may provide text messaging scripts, text message handling instructions, and other instructions to Contractor (collectively, "Instructions") under the assumption that Contractor: (a) is experienced in performing the Work; and (b) will ensure that its deployment and use of such Instructions comply with all Applicable Laws.

5. Contractor shall send text messages only to the telephone numbers provided by Company. Contractor shall not send any text messages to telephone numbers on the Company do not call list.

6. Contractor shall provide a daily report to Company with sufficient information and detail, including but not limited to each affected telephone number, date, and reason for inclusion in the report, of: (a) all telephone numbers for which the subscriber or user submitted a request of any kind not to receive further text messages ("Daily Opt-out Reports"); and (b) all telephone numbers to which a text message could not be delivered or for which some other error occurred in the delivery of the text message (including but not limited to situations in which an error prevented delivery as well as situations in which an error caused delivery to the wrong recipient), and the reason for the delivery failure or error ("Daily Error Reports"). Contractor shall maintain copies of all Daily Opt-out Reports and Daily Error Reports, as well as a record of all text messages sent pursuant to this Agreement (collectively, "Text Records"). Contractor shall provide Text Records to Company upon request and upon termination of this Agreement, and shall destroy securely Text Records upon termination of this Agreement.

C. If Company becomes aware of any pattern of activity or practice of Contractor that may violate this Agreement or any Applicable Laws, including but not limited to the TCPA, Company will require Contractor to promptly take any steps that Company may dictate in its sole discretion to end such violation. If Contractor fails to take promptly such steps as dictated by Company, Company may immediately terminate the Agreement. If Contractor becomes aware of any violation of this Agreement or Applicable Law by any member of its workforce, its subcontractors or agents, Contractor shall promptly notify Company and take any steps that Company may dictate in its sole discretion to end such violation.

D. FOR THE AVOIDANCE OF DOUBT, COMPANY MAKES NO WARRANTY OR REPRESENTATION AND SHALL NOT BE LIABLE FOR: (A) ANY FAILURE BY COMPANY TO OBTAIN 'PRIOR EXPRESS CONSENT' OR 'PRIOR EXPRESS WRITTEN CONSENT' AS APPLICABLE UNDER THE TCPA OR THE FCC'S TCPA RULES TO SEND TEXT MESSAGES; (B) ANY INACCURATE DATA, INFORMATION OR INSTRUCTIONS PROVIDED BY COMPANY TO CONTRACTOR; OR (C) ANY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM OR A PRERECORDED VOICE BY CONTRACTOR.

DTE GENERATIVE ARTIFICIAL INTELLIGENCE SCHEDULE

A. Definitions. The following definitions will apply throughout this DTE Generative Artificial Intelligence Schedule ("**Schedule**").

1. "**Artificial Intelligence**" ("**AI**") is any machine learning, deep learning, and other technologies, including statistical learning algorithms, models (including but not limited to large language models (LLMs), small language models (SLMs), retrieval-augmented generation (RAG) systems, and other generative AI technologies), neural networks, and other AI tools or methodologies, that are capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

2. "**Generative AI**" ("**Gen AI**" or "**GAI**") is a system that generates new and original content using data on which it has been specifically trained. This type of technology, offers outputs that are similar to what a human would create. Examples include, but are not limited to, text, images, video, code generation, virtual assistants, or other content creation.

3. "**Gen AI Tools**" means any tools or other systems that Contractor uses in connection with the provision of the Work to Company that implement, incorporate, depend upon, or are otherwise powered by Generative AI, e.g., tools that generate code, text, videos, audio code, act as a virtual assistant, or otherwise create content.

4. "**Inputs**" means any text, images, audio, video, or other content that are input, entered, posted, uploaded, submitted, transferred, transmitted, or otherwise provided or made available for processing by or through a Gen AI Tool.

5. "**Outputs**" mean the text, images, audio, video, or other content generated, produced or otherwise output by a Gen AI Tool in response to an Input.

B. Contractor's Use of Gen AI Tools.

1. **Approval Required**. Contractor may use Gen AI Tools in the provision of the Work to Company solely for the approved purposes set forth in Exhibit A ("**Approved Purposes**") and at all times solely as part of the Work performed by Contractor for the benefit of Company, and for no other purposes. Contractor is only authorized to receive and use data for Inputs as described in Exhibit A. The parties may amend Exhibit A to include new purposes upon the parties' mutual written agreement.

2. **No Training**. Contractor will not use, and will not permit any third party to use, any Company Data (including Inputs and Outputs) to train, fine-tune, validate, update, improve, develop, or modify any Gen AI Tool, model, algorithm, or other product or service, whether such Gen AI Tool, product, or service is created or developed by Contractor or a third party. No exception will apply unless Company provides prior written, express opt-in consent in a separate agreement specifying the scope, duration, permitted data categories, and any required de-identification standards, and in no event may Company Data be used to train any model for use other than for Company. Notwithstanding any other term of this Schedule, Company Data that consists of Confidential Information will remain subject to the provisions of the Agreement, and nothing in this Schedule will be deemed to negate or otherwise affect any of Contractor's obligations under the Agreement with respect to Confidential Information.

3. **Safety and Ethical Use of Generative AI Systems**. Contractor shall perform reasonable steps to ensure the safety, reliability, and ethical operation of Generative AI systems used in the performance of this contract. These steps shall include, but are not limited to, the following measures to mitigate risks associated with hallucinations, bias, inappropriate language, model safety, and protection against manipulation and unauthorized access. Contractor shall document and report all measures implemented and provide evidence of these steps and the effectiveness of these measures. Failure to comply with these requirements may result in termination of the contract.

4. **Third Party Generative AI Tools**. Contractor will not, and will not permit any third party to, use Company Data as Input to a third-party Gen AI Tool unless such Contractor accesses and uses such Gen AI Tool under terms that (i) prohibit use of Company Data to train such Gen AI Tool or any other product or service, (ii) contain an obligation to maintain Inputs and Outputs, including any Company Data embodied therein, as confidential and subject to terms of non-use and non-disclosure that are no less protective of the Company Data than those set forth in the Agreement with respect to Confidential Information, and (iii) prohibit any disclosure or use of such Inputs and Outputs in any manner inconsistent with this Schedule or the Agreement or for any purpose other than the Approved Purposes.

5. **Ownership of Customer and Outputs.** As between the parties, Company retains sole and exclusive ownership and all other rights and interests in and to Company Data, including all intellectual property rights relating thereto, subject only to the authorization and license expressly granted to Contractor in the Agreement. To the extent Contractor acquires or retains any right, title, or interest in and to any Output based on Company Data, then Contractor hereby irrevocably assigns, and agrees to assign, to Company all such right, title, and interest in such Output to Company. Notwithstanding the foregoing, Contractor shall retain ownership of all its pre-existing know-how embodied in the Output, provided that the Company shall have a transferable license to use such pre-existing know-how to the fullest extent necessary to realize the benefits of the Output.

6. **Review and Identification of Outputs**. Contractor shall: (a) ensure that qualified personnel of Contractor will review Output for accuracy, (b) clearly mark any content that is wholly generated by Gen AI (e.g., by including a notification as follows: “Artificial intelligence (AI) was used to generate this content”) in the Work Product or deliverables to Company, and (c) review Output for impermissible bias and take commercially reasonable steps to minimize discriminatory outcomes.

7. **Model / Feature Changes**. Contractor shall provide at least 30 days’ prior written notice of any material changes to the Gen AI Tools that may be reasonably expected to affect Company’s approved use cases, or compliance obligations, or compliance with the terms of this agreement. Company may terminate affected Purchase Orders without penalty if such changes materially degrade performance or increase risk, as reasonably determined by Company.

8. **Acceptable Use / High-Risk Uses**. Contractor shall disclose known limitations of the Gen AI Tools and recommended human review practices.

C. Contractor Representations and Warranties. Contractor represents and warrants to Company that: (a) Contractor has and will maintain all necessary rights, notices, and consents to use any Gen AI Tools used in the performance of the Work, (b) Contractor is transparent with Company about its use of Gen AI in the performance of the Work and will provide Company with any information reasonably requested regarding any third-party Gen AI Tools used by Contractor, and (c) Contractor’s use of Gen AI Tools under this Schedule and the Agreement complies with (i) Laws, including privacy laws and all laws and regulations applicable to AI, intellectual property, information security, and consumer protection, and (ii) industry standard policies and procedures for the ethical and responsible use of Gen AI, including for transparency, human interpretability, mitigation of bias, and oversight of data input into Gen AI Tools. If Contractor uses Gen AI Tools that were created, developed or modified by Contractor or on its behalf, Contractor further represents and warrants to Company that such Gen AI Tools and Output, and the use of such Gen AI Tools and Output as contemplated by the Agreement, do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

Exhibit A – Approved Purposes for DTE Generative Artificial Intelligence Schedule

Use of Generative AI is limited to the use(s) documented below:
Note: *DTE representative must enter use(s) below or attach relevant SOW*

The Contractor shall provide a list of all data elements used in connection with the Gen AI model. This list must include, but is not limited to:

- Sensitivity of Data Element – Data sensitivity is specified in DTE's Information Handling Guideline. Categories include: Public, Standard Business, Confidential – Customer Data, Confidential – Business Data, Restricted Data (PCI, NERC, Medical)
- Data Element Name
- Description
- Source

Data Element Sensitivity	Data Element Name	Data Element Description	Data Element Usage

Purpose and Function of Generative AI Model
The Contractor must describe the specific purpose and function of the Gen AI model, including:

- Objective: What the model is intended to achieve
- Processes: How the model processes data elements
- Outputs: The type of outputs generated by the model

Model Use Case	Type of Model Output	User(s) of Model Output

_____ _____

DTE Signature **Contractor Signature**

_____ _____

Date **Date**