STATE OF NEW HAMPSHIRE

COMMISSIONER
Jared S. Chicoine

DEPUTY COMMISSIONER
Christopher J. Ellms, Jr.

DEPARTMENT OF ENERGY
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September 20, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

His Excellency and Honorable Councilors:

REQUESTED ACTION

1) Authorize the New Hampshire Department of Energy (Department) to enter into a **SOLE SOURCE** contract with S&P Global Market Intelligence LLC (VC# 281099), New York, NY for an amount not to exceed $60,500 for a subscription to S&P Capital IQ Pro Desktop: Energy, effective upon Governor and Council approval through October 30, 2024. 100% Other Funds.

Funding is available in the following accounting units, contingent upon the availability and continued appropriation of funds in the operating budget, as follows:

	FY2023	FY2024
02-52-52-521010-18910000-057-500535	$15,000	$16,000
02-52-52-520010-18890000-057-500535	$2,000	$3,500
02-52-53-530010-18940000-057-500535	$2,500	$2,500
02-52-55-550010-18920000-057-500535	$9,500	$9,500

2) The Department further requests authorization to advance S&P Global Market Intelligence LLC., $29,000 in FY23 upon G&C approval and $31,500 in FY24 contingent upon the availability and continued appropriation of funds in the operating budget.

EXPLANATION

Staff of the Department of Energy, Office of the Consumer Advocate, and the Public Utilities Commission all require access to current, independent, and reliable information regarding energy markets, energy prices, returns on equity for utility companies, among other data to effectively regulate the rates of New Hampshire's public utilities. This is a **sole source** request because energy and utility market intelligence is a highly specialized area, and while a limited number of publishers offer some of the information and market intelligence necessary to regulate utilities, S&P Global and its predecessors have been the only one-

stop, fully integrated subscription platform for this information for some time, and the Public Utilities Commission had accordingly contracted with this provider for decades. On July 1, 2020, Department of Energy came into existence, and now has the responsibility of contracting for this unique subscription on behalf of the Department, the Commission, and the Consumer Advocate. The contract will provide all three agencies with access to this valuable information.

The Department respectfully requests authority to enter into a contract in an amount not to exceed $60,500 with S&P Global Market Intelligence LLC for a two-year subscription to S&P Capital IQ Pro Desktop: Energy.

Respectfully submitted,

Jared S. Chicoine
Commissioner

Attachments:
Agreement with Exhibits

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Energy		1.2 State Agency Address 21 S. Fruit Street, Suite 10 Concord, NH 03301	
1.3 Contractor Name S&P Global Market Intelligence LLC		1.4 Contractor Address 55 Water Street, New York, NY 10041	
1.5 Contractor Phone Number	1.6 Account Number 18910000-500535 18890000-500535 18940000-500535 18920000-500535	1.7 Completion Date October 30, 2024	1.8 Price Limitation $60,500
1.9 Contracting Officer for State Agency Tom Frantz, Director of Regulatory Division		1.10 State Agency Telephone Number 603-271-3670	
1.11 Contractor Signature Date: 9/9/22		1.12 Name and Title of Contractor Signatory Greg Vogel Authorized Signer	
1.13 State Agency Signature Date: 9/9/2022		1.14 Name and Title of State Agency Signatory Jared S. Chicoine, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 9/13/22	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein

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contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS AND AMENDMENTS TO THE FORM P-37 GENERAL PROVISIONS

For the purposes of this Contract, and notwithstanding any provision of the attached P-37 General Provisions, only the terms of Paragraphs 1, 2, 3, 4, 5, 6, 10.3, 15, 17-20 and 22-24 of the P-37 General Provisions as amended hereunder, this Exhibit A, Exhibit B (the S&P Agreements), and Exhibit C (Payment) shall apply. For the avoidance of doubt, the Contractor shall not be required to maintain any type or amount of insurance coverage under this Contract, unless required by law.

1. The last sentence of Paragraph 5.2 of the P-37 General Provisions is hereby deleted and Paragraph 5.2 of the P-37 is amended to the state:

   "5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services."

2. Paragraph 6.1 of the P-37 General Provisions is hereby amended to state:

   "6.1 In connection with the performance of the Services, to the extent applicable to the Services provided under this Agreement, the Contractor shall comply will all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. The Contractor shall also comply with all applicable intellectual property laws."

3. Paragraph 6.3 of the P-37 General Provisions is hereby amended to state:

   "6.3 The Contractor agrees to, upon reasonable prior written notice, use commercially reasonable efforts to permit the State access to only (i) relevant agreement(s) and (ii) applicable invoicing records, directly related to the funding of this Agreement, for the avoidance of doubt, such audit shall not include S&P's confidential or proprietary information (including, but not limited to, copyrights, trade secrets, database rights and trademark rights) contained in the products or Services licensed under the relevant agreement(s)."

4. Paragraph 10.3 of the P-37 General Provisions is hereby amended to state:

   "10.3 Confidentiality of information related to this Agreement shall be governed by N.H. RSA chapter 91-A or other existing law."

5. Paragraph 20 of the P-37 General Provisions is hereby amended to state:

   "20. THIRD PARTIES. With the exception of S&P's Third-party Providers (as defined in EXHIBIT B), the parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit."

6. Paragraph 24 of the P-37 Genereal Provisions is hereby amended to state:

   "24. ENTIRE AGREEMENT. This Agreement together with EXHIBIT A, EXHIBIT B, AND EXHIBIT C, which may be executed in a number of counterparts each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof."

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EXHIBIT B

Attached S&P's Master Subscription Agreement, Pricing Schedule & Desktop Services Agreement (collectively the "S&P Agreements")

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Date 9/9/22

S&P Global
Market Intelligence

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into as of September 30, 2022 (the "Effective Date"), by and between New Hampshire Department of Energy, located at 21 South Fruit Street, Suite 10 Concord NH 03301 United States ("Client") and S&P Global Market Intelligence LLC, a Delaware limited liability company whose principal office is located at 55 Water Street, New York, NY 10041. For purposes of this Agreement, "S&P" means S&P Global Market Intelligence LLC, S&P Global Inc., or any of S&P Global Inc.'s subsidiaries (collectively, the "S&P Entities") that publish and/or distribute the Services (as defined below) and that has entered into a pricing schedule ("Pricing Schedule"), incorporating one or more services attachments (each, a "Services Attachment") for provision of the Services hereunder.

In this Agreement and its related Pricing Schedules, unless the context requires otherwise:

- words importing the singular shall include the plural and vice versa;
- words importing any gender shall include the other genders and vice versa;
- words importing natural persons shall include firms, corporations, and any other entities recognized by law and vice versa;
- references to the word "include" shall mean "including, without limitation" or "including, but not limited to";
- headings used are for reference purposes only and shall not affect the interpretation of this Agreement or any of its related Pricing Schedules.

In consideration of the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. Services.

1.1. Subject to the terms of this Agreement, S&P grants to the Subscriber identified on the Pricing Schedule a non-exclusive, non-transferable, limited license to access and use the Services internally. Such access and use shall be subject to additional terms and conditions stated in each applicable Pricing Schedule and limited to those Authorized Units identified on the Pricing Schedule. Unless specified otherwise, reference to a Pricing Schedule shall include the accompanying Services Attachments and any exhibits, appendices and/or schedules in connection therewith.

1.2. Definitions. The following terms shall have the meanings set forth below.

1.2.1. "Affiliate" means an entity either directly or indirectly Controlled by, Controlling or under common Control with the Client named above.

1.2.2. "Authorized User" means an employee of Subscriber authorized by S&P (or by Subscriber's System Administrator as permitted in the applicable Pricing Schedule) to access the Services.

1.2.3. "Authorized Unit" collectively refers to the entities/items specified in a Pricing Schedule (e.g. department, sites, etc.).

1.2.4. "Control" means having a one hundred percent (100%) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.

1.2.5. "Services" means S&P's information products, data, services and software identified in the applicable Pricing Schedule.

1.2.6. "Subscriber" means the entity or entities (either the Client named above and/or any Affiliate(s)) identified on any Pricing Schedule.

1.2.7. "Third-party Provider" means a supplier of data, information, software, services or other items that are part of or otherwise used in connection with the Services.

1.3. Subscriber shall not (a) license, sublicense, transfer, sell, resell, publish, reproduce and/or otherwise redistribute the Services or any components thereof in any manner or (b) provide access to the Services or any portion thereof to any person, firm or entity other than an Authorized Unit. Subscriber shall take all precautions that are reasonably necessary to prevent any unauthorized access, distribution or redistribution of the Services.

1.4. Except as expressly permitted in a Pricing Schedule, Subscriber shall not: (a) use the Services as part of Subscriber's intranet or other internal network; or (b) create archival or derivative works based on the Services or any portion thereof or (c) modify, reverse engineer, disassemble, decompile, database or store the Services or any software contained therein. The Client named above and each Subscriber shall ensure compliance with the terms and conditions of this Agreement and the applicable Pricing Schedule.

1.5. Each Pricing Schedule executed hereunder and each of its accompanying Services Attachments shall constitute a separate agreement and, except as expressly set forth therein, shall be subject to the terms and conditions of this Agreement. In the event of any conflict among the terms of this Agreement, any Pricing Schedule or the accompanying Services Attachment, the terms of the foregoing documents shall control in the following order: the Pricing Schedule, the Services Attachment and the Agreement.

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Except as may be specifically provided for in a Pricing Schedule, any modifications contained in any Pricing Schedule shall not modify this Agreement with respect to any other Pricing Schedule.

1.6. Subscriber shall not use the Services, in whole or in part, in any manner that competes with S&P or the S&P Entities. Without limiting the foregoing, unless Subscriber enters into a separate agreement with S&P, Subscriber shall not use or permit use of the Services or any data included therein in connection with the creation, structuring, development, managing, trading, marketing and/or promotion of any financial instrument or other investment product that is based on, or seeks to match the performance of, all or any portion of the Services or any data contained therein such as, without limitation, a security whose capital and/or income value is calculated based on changes in value of an S&P index.

1.7. Modifications/Updates/Enhancements

1.7.1. S&P reserves the right to alter, modify or discontinue the Services and any portions or configurations thereof from time to time. Such alterations and/or modifications may include addition or withdrawal of features and/or data or changes in instructions and/or documentation.

1.7.2. So long as Subscriber is not then in default or breach hereunder, S&P will make available to Subscriber, during the term of this Agreement and any applicable Pricing Schedule, updates to the Services provided that such updates are generally made available by S&P at no additional charge to other subscribers.

1.7.3. S&P may, in its sole discretion, make available enhancements, upgrades and other improvements (individually and collectively, "Enhancements") to the Services for additional fees. Subscriber may choose to receive same, and upon payment of the applicable fees, such Enhancements shall be deemed to be licensed to Subscriber under the applicable Pricing Schedule, unless a separate Pricing Schedule or other agreement has been entered into between S&P and Subscriber with respect to such Enhancements.

2. Delivery/Access. Subscriber may access the Services via the method stated in the applicable Pricing Schedule, and only in accordance with the restrictions set forth therein. Subscriber shall hold, and shall ensure that all of its Authorized Users hold, any passwords/user IDs issued in connection with access to the Services in strict confidence, and instruct all Authorized Users of their obligations in this regard. Subscriber shall promptly advise S&P of any actual or threatened unauthorized disclosure or misuse of the Services or any such passwords/user IDs by Subscriber and shall cooperate with S&P in enforcing the restrictions and limitations set forth herein.

3. Term/Termination.

3.1. This Agreement shall commence on the Effective Date and shall continue in effect for as long as any related Pricing Schedule remains in effect.

3.2. The non-breaching party may terminate the applicable Pricing Schedule in the event of a material breach thereof which is not cured within thirty (30) days of written notice of such material breach. In addition, if there is a material breach by Subscriber of the proprietary rights of S&P the S&P Entities or their Third-party Providers, then S&P shall have the right to terminate this Agreement and all Pricing Schedules.

3.3. Either party may terminate any or all Pricing Schedules upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party or if the other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

3.4. If S&P determines in its sole, reasonable discretion, to generally discontinue offering or providing the Services or any portion thereof, S&P may terminate that portion of the applicable Pricing Schedule that relates to such discontinued material; in such event, S&P shall have no liability other than to make a prorated refund to Subscriber of any unearned fees prepaid by Subscriber.

3.5. Upon any termination of any Pricing Schedule or Services by either party, Subscriber (a) shall cease all use of the applicable Services; (b) shall expunge such Services and any portion or copies thereof from all of Subscriber's electronic systems, except as otherwise provided in subsection 3.5(c) below and/or in an applicable Pricing Schedule; and (c) may retain portions of the Services only to the extent necessary for compliance with statutory audit requirements and applicable law or regulations only if such retained portions of the Services are (i) maintained in a restricted, secure, non-testing, non-production, back-up, archival-type environment; (ii) used by Subscriber solely to the extent necessary to respond to investigations and/or audit requests from relevant regulatory agencies; and (iii) not used in any other manner or repurposed (e.g., incorporated into new materials or reports) following termination of the applicable Pricing Schedule. At S&P's request, Subscriber shall certify to S&P in writing that Subscriber has fully complied with the foregoing expungement requirement.

4. Fees and Charges.

4.1. As consideration for the services granted by S&P under this Agreement, within thirty (30) days of the date of the S&P invoice, Subscriber shall pay fees and charges stated in the applicable Pricing Schedule, in U.S. Dollars (unless otherwise stated in the Pricing Schedule), plus all applicable value-added, sales, use and similar taxes. Failure to pay fees and charges when due will result in a late charge at a rate of one percent (1%) per month on all amounts due and not paid within thirty (30) days of the date of S&P's invoice until the time of payment. Subscriber's failure to pay amounts when due constitutes a material breach. In addition to

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all other rights and remedies available to S&P at law or in equity, S&P also may suspend delivery of the Services or any component thereof for as long as any amount remains unpaid when due.

4.2. Where applicable, Subscriber may increase or decrease the number of Authorized Units on or by which the Services are accessed, used, installed or displayed, subject to the following: (a) any additions to the number of Authorized Units that are agreed to by S&P shall take effect on a prorated, prospective basis during the then-current term of the applicable Pricing Schedule; and (b) Subscriber may reduce the number of Authorized Units by providing written notice to S&P at least forty-five (45) days prior to the next renewal date of the applicable Pricing Schedule, such reduction to take effect as of such renewal date. In both instances, fees may be adjusted as applicable.

4.3. To the extent required by applicable law, Subscriber shall be entitled to withhold from the fees paid to S&P any withholding taxes provided that (a) Subscriber pays the amount so deducted to the relevant tax authority and (b) Subscriber delivers to S&P an original receipt from the relevant tax authority evidencing the amount withheld. Such receipt shall be furnished at the time such fee is paid to S&P or as soon thereafter as is practicable. If the withholding rate can be reduced by application of a tax treaty, S&P hereby elects to apply the reduced withholding rate applicable under such tax treaty. If Subscriber requires a special certificate or form from S&P to support the application of such tax treaty, such certificate or form must be requested from S&P at the time of execution of this Agreement or the applicable Pricing Schedule.

5. **Disclaimer of Warranties and Limitation of Liabilities**.

5.1. S&P, THE S&P ENTITIES, AND THEIR THIRD-PARTY PROVIDERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SERVICES, INCLUDING THE INFORMATION, DATA, SOFTWARE OR PRODUCTS CONTAINED THEREIN OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF.

5.2. A REFERENCE TO A PARTICULAR INVESTMENT OR SECURITY, A CREDIT RATING OR ANY OBSERVATION CONCERNING AN INVESTMENT OR SECURITY PROVIDED IN THE SERVICES IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SUCH INVESTMENT OR SECURITY OR MAKE ANY OTHER INVESTMENT DECISIONS AND DOES NOT ADDRESS THE SUITABILITY OF ANY INVESTMENT OR SECURITY. THE SERVICES SHOULD NOT BE RELIED ON AND ARE NOT A SUBSTITUTE FOR THE SKILL, JUDGMENT AND EXPERIENCE OF SUBSCRIBER, ITS MANAGEMENT, EMPLOYEES, ADVISORS AND/OR CLIENTS IN MAKING INVESTMENT AND OTHER BUSINESS DECISIONS. S&P DOES NOT ACT NOR SHALL BE DEEMED TO BE ACTING AS A FIDUCIARY IN PROVIDING THE SERVICES.

5.3. NEITHER S&P, THE S&P ENTITIES NOR ANY OF THEIR THIRD-PARTY PROVIDERS GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SERVICES OR ANY COMPONENT THEREOF OR ANY COMMUNICATIONS, INCLUDING ORAL OR WRITTEN COMMUNICATIONS (INCLUDING ELECTRONIC COMMUNICATIONS) OR OUTPUT WITH RESPECT THERETO. NEITHER S&P, THE S&P ENTITIES NOR ANY OF THEIR THIRD-PARTY PROVIDERS SHALL BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS OR DELAYS IN THE SERVICES. THE SERVICES AND ALL COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S OWN RISK.

5.4. S&P SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR (A) THE PROCUREMENT, INSTALLATION OR MAINTENANCE OF ANY EQUIPMENT ON WHICH THE SERVICES ARE ACCESSED BY SUBSCRIBER; (B) ANY COMMUNICATIONS CONNECTION BY WHICH THE SERVICES ARE TRANSMITTED; (C) THE TRANSMISSION TO SUBSCRIBER OF THE SERVICES BEYOND THE POINT OF S&P'S OR ITS SERVICE FACILITATOR'S COMPUTER FACILITY; OR (D) ANY FEES PAYABLE BY SUBSCRIBER FOR ANY COMMUNICATIONS LINES TO ANY DISTRIBUTOR OR TO ANY OTHER PERSON, FIRM OR ENTITY.

5.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WHATSOEVER SHALL S&P, THE S&P ENTITIES OR ANY OF THEIR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, TRADING LOSSES, BUSINESS INTERRUPTION LOSSES OR LOST TIME OR GOOD WILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

5.6. NEITHER S&P, THE S&P ENTITIES NOR ANY OF THEIR THIRD-PARTY PROVIDERS SHALL BE LIABLE (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8. BELOW, "INDEMNITY FOR INFRINGEMENT") FOR ANY CLAIMS AGAINST SUBSCRIBER BY THIRD PARTIES.

5.7. EXCEPT FOR S&P'S OBLIGATIONS IN SECTION 8, "INDEMNITY FOR INFRINGEMENT", IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF S&P, THE S&P ENTITIES, AND THEIR THIRD-PARTY PROVIDERS OR SUBSCIRBER IN CONNECTION WITH THE SERVICES AND/OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FEES

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PAID OR PAYABLE BY SUBSCRIBER TO S&P UNDER THE APPLICABLE PRICING SCHEDULE FOR THE SERVICE IN QUESTION FOR THE THEN CURRENT TWELVE (12) MONTH CONTRACT PERIOD DURING WHICH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN EXCEPT TO THE EXTENT THAT SUCH LIABILITY IS RELATED TO OR ARISES FROM (AS IT RELATES TO SUBSCRIBER ONLY): (i) CLAIMS ARISING FROM (a) A VIOLATION OF ANY OF S&P'S INTELLECTUAL PROPERTY AND DATABASE RIGHTS (INCLUDING BUT NOT LIMITED TO, TRADEMARKS AND COPYRIGHTS) AND/OR (b) USE OF THE SERVICES BEYOND THE SCOPE OF THE LICENSE GRANTED TO SUBSCRIBER AND (ii) BREACH BY SUBSCRIBER OF ITS PAYMENT OBLIGATIONS.

5.8. NOTHING IN THIS AGREEMENT SEEKS TO LIMIT OR EXCLUDE ANY LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

5.9. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT, THE PRICING SCHEDULE AND/OR THE SERVICES MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

6. **Usage Review.**

6.1. Subscriber shall, during the term of this Agreement, maintain full and accurate records (including applicable data in electronic format) with respect to access to and usage of the Services for the most recent thirty-six (36) months. During the term of this Agreement and for a twenty-four (24) month period thereafter, S&P shall have the right, during normal business hours, upon reasonable notice to Subscriber and subject to Subscriber's reasonable security procedures, to (a) review relevant portions of those records; and (b) review the manner of access to and usage of the Service, in each case to confirm that fees and charges have been accurately determined and that restrictions on use and access have been observed. In connection therewith, Subscriber agrees, at Subscriber's location, to permit S&P or its representatives to review or receive a demonstration of, any network on or by which any portion of the Services are accessed for purposes of establishing compliance with the terms of this Agreement and/or any Pricing Schedule. The costs of any such review shall be borne by S&P.

6.2. Without limiting anything set forth in Section 6.1 above, an authorized representative of Subscriber shall, at S&P's request (which shall not be more than once per calendar year), promptly provide a written certification of Subscriber's full compliance with any Authorized Unit terms and any other restrictions set forth in this Agreement and any Pricing Schedule and/or other relevant information, including Subscriber's assets under management. S&P may use information obtained by S&P from its own systems or a distributor to verify access to and use of the Services by Subscriber. Subscriber agrees to cooperate fully with S&P in reconciling any disparities in Authorized Unit counts revealed by such verification procedure, and Subscriber shall promptly pay S&P or S&P shall credit Subscriber's account, as appropriate, for the prorated difference, if any, between the amount of fees actually charged Subscriber by S&P and the amount that should have been charged.

7. **S&P's Proprietary Rights/Injunctive Relief.**

7.1. All proprietary rights (including copyrights, trade secrets, database rights and trademark rights) in the Services (including all ratings and ratings symbology and documentation contained therein) are and shall remain the sole and exclusive property of S&P, the S&P Entities and their Third-party Providers. The Services are compiled, prepared, revised, selected and arranged by S&P, the S&P Entities and their Third-party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and the Services constitute the valuable intellectual property of S&P, the S&P Entities and their Third-party Providers. Subscriber shall protect the copyrights, trade secrets, database rights, trademarks, and other proprietary rights of S&P, the S&P Entities, and their Third-party Providers in the Services, including any contractual, statutory, or common-law rights, during and after the term of this Agreement or of any Pricing Schedule.

7.2. Copying of, use of, access to or distribution of the Services or any information, data or software contained therein in breach of this Agreement and/or the applicable Pricing Schedule shall cause S&P, the S&P Entities and/or their Third-party Providers irreparable injury that cannot be adequately compensated for by means of monetary damages. S&P, the S&P Entities or their Third-party Providers may enforce the provisions hereof by means of seeking equitable relief (including injunctive relief) in addition to any other rights and remedies that may be available to the fullest extent permitted by law. In the event S&P has reasonable grounds to believe Subscriber is violating the terms and/or conditions set forth in this Agreement and/or the applicable Pricing Schedule, S&P shall have the right to suspend delivery of, or Subscriber's access to, the Services. To the fullest extent permitted by law, the Client named above and each Subscriber shall be jointly and severally responsible and liable to S&P, the S&P Entities and their Third-party Providers from and against any and all costs, claims, damages or liabilities (including reasonable attorneys' fees) arising out of use of the Services by Subscriber, except to the extent such claims directly arise from Section 8. below, Indemnity for Infringement.

7.3. In the event that Subscriber uses any portion of the Services containing the data from a Third-party Provider in breach of this Agreement, Subscriber agrees that any such Third-party Provider of any portion of the Services may enforce its rights against Subscriber under this Agreement (subject to any applicable limitations of liability) as an intended third-party beneficiary of this Agreement. Subscriber shall, where applicable, and as required to receive certain portions of the Services, enter into separate

agreements with S&P, the S&P Entities and/or Third-party Providers, and Subscriber shall comply with any conditions, restrictions or limitations imposed therein.

7.4. If S&P or Subscriber wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval, which review and written approval shall be in such party's sole discretion to grant or withhold.

8. Indemnity for Infringement. If a third-party claim or litigation is made or brought against Subscriber alleging that S&P's proprietary content in the Services as provided to Subscriber by S&P infringes upon a copyright, database right, trademark or U.S. patent, S&P shall indemnify and defend Subscriber against those damages, liabilities and costs (including reasonable attorneys' fees) that are directly incurred by Subscriber as the result of such third-party claim or litigation, provided, however, that Subscriber's use of the Services is in compliance with the terms and conditions of this Agreement and the applicable Pricing Schedule. This indemnification obligation shall be subject to Subscriber promptly notifying S&P in writing of the claim or the commencement of litigation against it covered by such indemnification (provided Subscriber's failure to do so shall not relieve S&P of its indemnity obligation under this Section 8. except to the extent S&P is prejudiced by such failure) and permitting S&P, at its sole election, to defend or settle such claim or litigation only if that settlement (1) does not entail any admission on the part of Subscriber that it violated any law or infringed the rights of any person, (2) has no effect on any other claims related to the S&P Services against Subscriber, (3) is solely monetary in nature or only requires deletion of access or use of the Services, and (4) requires that the claimant release Subscriber from all liability alleged in the nonparty claim, and providing such cooperation as S&P may reasonably require. In the event of a claim of infringement, S&P reserves the right to (a) use reasonable efforts to modify the affected portion of the Services so that it is non-infringing; (b) obtain permission, at S&P's expense, for Subscriber to continue to use such portion; or (c) terminate this Agreement and the applicable Pricing Schedule in exchange for a prorated refund of any fees prepaid by Subscriber for the then-current term as liquidated settlement of any liability other than the foregoing obligation of indemnification.

9. Assignment. Subscriber shall not assign or transfer this Agreement, including any Pricing Schedule without the prior written consent of S&P and any attempted assignment or transfer shall be null and void. In addition to and notwithstanding the foregoing, if the ownership of Subscriber at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise, Subscriber shall give S&P not fewer than thirty (30) days' prior written notice to the effective date of any change of control. S&P shall have the right to terminate any or all affected Pricing Schedule(s) by providing written notice to Subscriber within the later of thirty (30) days following (a) receipt of such notice of change of control; or (b) the date such change of control occurs. If S&P elects to not exercise the foregoing termination right, any successor-in-interest to the Pricing Schedule as a result of the change of control shall assume all rights and obligations of the Subscriber and shall be responsible for adhering to the terms thereof.

10. Miscellaneous.

10.1. Governing Law. Intentionally omitted.

10.2. Entire Agreement. This Agreement, together with all Pricing Schedules, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous oral or written agreements, representations, discussions or understandings between the parties with respect to its subject matter.

10.3. Terms of Agreement as Confidential. The terms of this Agreement and related Pricing Schedules, and any applicable amendments thereto, shall be protected as confidential information and shall not be disclosed to any third parties; provided however, either party may disclose such terms (a) in summary form in connection with the sale or transfer of substantially all of its assets or (b) as required by applicable law.

10.4. Authority and Binding Effect. Each party warrants that its entry into this Agreement, including any Pricing Schedules, is lawful and does not violate any other agreement to which it is a party. This Agreement, including the related Pricing Schedules, shall be binding upon, shall continue to operate to the benefit of, and shall be enforceable by the parties and their permitted successors and assigns. Except as otherwise expressly permitted by this Agreement or the related Pricing Schedules, no amendment, including the provisions and terms of any purchase order or other agreement, shall be binding upon the parties unless in writing and signed (either with a handwritten signature or via an electronic signature process) by an authorized representative of the parties.

10.5. Waiver. The failure of a party to insist upon strict compliance with any term or condition of this Agreement, including any Pricing Schedule, on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or condition. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any term or condition of this Agreement including any Pricing Schedule shall be effective unless agreed to in writing by the party granting the waiver.

10.6. Compliance with Law. Each party shall perform its obligations under this Agreement, including any Pricing Schedule, in compliance with all applicable laws and regulations, now or hereinafter in effect. Nothing in this Agreement including any Pricing Schedule shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of any applicable laws or regulations.

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IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the Effective Date. The parties agree that execution of this Agreement via an electronic signature process shall constitute valid execution hereof.

New Hampshire Department of Energy

Signature: [signature]
Date: 9/9/2022
Name: JARED CHICOINE
Title: Commissioner
Email: Jared.S.Chicoine@energy.nh.gov

S&P Global Market Intelligence LLC

Signature: [signature]
Date: 9/9/22
Name: Greg Vogel
Title: Authorized Signer

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PRICING SCHEDULE

Subscriber: New Hampshire Department of Energy
Address: 21 South Fruit Street, Suite 10 Concord NH 03301 United States
Billing Email Address: engy-businessofficegroup@energy.nh.gov
Sales Representative: Elizabeth Smolik
Internal Contract Number of the Master Subscription Agreement: 01114863.0
Effective Date of the Master Subscription Agreement: September 30, 2022

Internal Contract Number of this Pricing Schedule: 01114864.0
Commencement Date of this Pricing Schedule: September 30, 2022 or the date of approval pursuant to Section 1.17 of Subscriber's Form P-37, whichever is later
Initial Term of this Pricing Schedule: Two (2) years from the Commencement Date as defined above.

Notwithstanding anything to the contrary in the Agreement or the Attachment, this Pricing Schedule shall not automatically renew and, along with Subscriber's access to the Services subscribed to hereunder, shall terminate upon the expiration of the Initial Term.

1. CONTRACT DESCRIPTION FOR SERVICE: S&P Capital IQ Pro Desktop

Authorized Unit/License Type: Authorized Department(s)
Description of Authorized Sites/Depts: NH Department of Energy, NH Office of Consumer Advocate, NH Public Utilities Commission
Territory: U.S.A.
Delivery Method: S&P Website
Product Details: S&P Capital IQ Pro Desktop: Energy

Commencement Date of Services Attachment: September 30, 2022
Internal Contract # of Services Attachment: 01114865.0
Services Attachment Name: Desktop Services Attachment

Fees: Year 1:USD 29,800 Year 2:USD 31,500
Plus any applicable sales tax, VAT, GST, or similar tax.

Additional Terms and Conditions:

1. Notwithstanding anything herein to the contrary, if, during the term of this Pricing Schedule or during the three months preceding the term, Subscriber, directly or indirectly, (i) acquires substantially all of the stock or assets of another S&P client, (ii) has substantially all of its stock or assets acquired by another S&P client, or (iii) merges with another S&P client, S&P reserves the right to revise the annual fees payable hereunder by the most recent subscription price payable by such other S&P client.

For purposes of this section, an entity shall be considered "(an)other S&P client" if: (i) it has been a subscriber to any of the Services provided hereunder, at any time during the six months prior to such acquisition or merger; or (ii) it is an existing subscriber to any of the Services.

Where such other S&P client is an existing subscriber to any of the Services, the licenses for such service(s) (and the fees associated therewith) shall remain in effect until the earlier of the expiration date of such other S&P client license or the expiration date of this Pricing Schedule, whereupon the above stated price adjustment will take place, and such other S&P client shall be included in this Pricing Schedule with the associated usage rights.

S&P may, in its sole determination, revise the annual fees payable hereunder to account for the additional usage by any entity that is not an S&P client that Subscriber acquires, is acquired by or merges with during the term of this Pricing Schedule.

For the avoidance of doubt, any fee revision subject to this Section 1 shall not be deemed an increase in fees and charges for the Service pursuant to the Agreement.

2. **Additional Content.** Except for S&P credit ratings, credit scores, credit research and probability of default content, S&P may provide Subscriber with additional content during a then-current term of this Pricing Schedule. Subscriber's access and use of additional content is subject to the following:

2.1 Any non-feed / API / Extract (downloadable retrieval method) / cloud delivered additional content will be subject to the terms of this Pricing Schedule, the applicable Attachment and the Agreement.

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2.2 For feed / API / Extract / cloud delivered additional content, an authorized representative of Subscriber may request certain S&P dataset(s) (each a "Dataset") for internal evaluation purposes only (each an "Evaluation") by sending an email to your Sales Representative and cc DMSProductTeam@spglobal.com. Each Dataset request is subject to S&P's approval (which may be withheld by S&P for any reason) and each approved Evaluation will terminate on the earlier of: (i) 60-days from receipt of email from the S&P Representative; or (ii) the termination of this Pricing Schedule ("Evaluation Period"). Notwithstanding the foregoing, upon request by Subscriber prior to the termination of the then-current Evaluation Period, and approval of S&P in writing, the Evaluation Period may be extended by consecutive 30-day periods provided this Pricing Schedule remains in effect for such extended Evaluation Period. Subscriber expressly acknowledges and agrees that, upon S&P's delivery of a Dataset, each Evaluation is subject to the following conditions: (x) the Dataset will be subject to the terms of the Agreement and this Pricing Schedule and may only be accessed by the Authorized Users identified in the request for internal, non-commercial evaluation purposes in a non-production environment; (y) upon termination of each Evaluation Period for any reason, Subscriber will cease use of and expunge the Dataset from its systems and, upon S&P's request, certify to S&P in writing that it has fully complied with the foregoing expungement requirement; and, (z) in addition to any other rights available to S&P, S&P may, in its sole discretion, immediately suspend delivery of, or Subscriber's access to a Dataset. Each Dataset may be subject to access limitations based on the method of delivery. The parties acknowledge that by executing this Pricing Schedule the emailed Evaluation request will not require a physical or electronic signature by either party and Subscriber's email requesting access to specific S&P datasets to S&P will constitute Subscriber's acceptance of these terms.

3. If and to the extent received, for purposes of the Real-Time (Market Data) Services only and notwithstanding anything to the contrary in the Attachment, the following Additional Terms and Conditions shall apply:

3.1 UPON PRIOR NOTICE FROM THE APPLICABLE THIRD-PARTY PROVIDER, S&P MAY DISCONTINUE THE PROVISION OF MARKET DATA (AS DEFINED BELOW) WITHOUT FURTHER LIABILITY.

3.2 The Market Data means those (a) market data products sourced from Third-Party Providers (as defined in the Agreement), including but not limited to Interactive Data Managed Solutions AG, Germany and exchanges, and (b) related products and services provided by S&P or its affiliates, including any related functionality, delivery methods, data, tools and/or capabilities or any content set or product package a part thereof as may be more specifically identified in the applicable S&P agreements and/or Third-Party Provider agreements for Market Data.

3.3 PRIOR TO BEING PROVIDED ACCESS TO CERTAIN MARKET DATA, SUBSCRIBER MAY BE REQUIRED TO ENTER INTO (X) ADDITIONAL AGREEMENTS WITH S&P AND/OR THE APPLICABLE THIRD-PARTY PROVIDERS OF THE RELEVANT MARKET DATA AND (Y) A REAL-TIME (MARKET DATA) SUBSCRIBER ORDER FORM. S&P SHALL INFORM SUBSCRIBER OF SUCH ADDITIONAL REQUIREMENTS PRIOR TO SUBSCRIBER BEING PROVIDED ACCESS TO THE APPLICABLE MARKET DATA.

4. Portions of the Services may contain content from a Third-party Provider. Accordingly, Subscriber agrees that its access and use of a Third-party Provider's content are subject to such Third-party Provider's additional terms and conditions as set forth on https://www.spglobal.com/marketintelligence/en/documents/third-party-provider-additional-terms-and-conditions.pdf, which are incorporated into this Pricing Schedule and made a part hereof.

5. S&P's provision of the Services and Subscriber's access and use of Services are subject to the provisions of the S&P Data Protection Appendix ("DPA") as set forth on https://www.spglobal.com/marketintelligence/en/documents/Data-Protection-Appendix.pdf, which are incorporated into this Pricing Schedule and made a part hereof. S&P is entitled to update the DPA upon at least 60 days' prior written notice to Subscriber sent via email or regular mail ("Notice Period"). Such updated DPA will take effect upon the next anniversary of the Commencement Date of this Pricing Schedule immediately following expiration date of the Notice Period.

Special Instructions:

- S&P shall bill the above referenced fees on a(n) annual basis in advance.
- Notwithstanding any provision to the contrary in this Pricing Schedule or the Agreement, Subscriber's payment obligation related to the continuation of this Pricing Schedule shall be contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Pricing Schedule and the Scope for Services provided. Subject to the foregoing, in the event Subscriber is not appropriated the related fees for Year 2, Subscriber shall provide prior written notice to S&P at least sixty (60) days prior to the expiration of the then current term of this Pricing Schedule, and upon such expiration this Pricing Schedule and the Services licensed hereunder shall terminate without any further liability to S&P.

Notices. All notices and other communications under this Pricing Schedule shall be in writing and shall be deemed to have been duly delivered if addressed as follows and is (a) delivered by hand or sent by reputable courier service or registered or certified mail, return receipt requested or (b) sent by e-mail with confirmation of transmission by the transmitting equipment:

If to S&P: S&P Global Market Intelligence, 55 Water Street, New York, NY 10041 Attn: Product Management, with a copy to Legal Department (E-mail: SPGMI_LegalNotices@spglobal.com).

S&P Global
Market Intelligence

If to Subscriber: 21 South Fruit Street, Suite 10 Concord NH 03301 United States Attn: Thomas Frantz thomas.c.frantz@energy.nh.gov

Electronic Agreement "Opt Out": ☐Unless any party hereto opts out by checking this box (therefore requiring the original Pricing Schedule be maintained in paper form) the parties agree that the electronic copy of this Pricing Schedule (including the applicable Attachment(s) associated herewith) retained by S&P shall be the "original", written, complete and exclusive statement of this Pricing Schedule (including the applicable Attachment(s) associated herewith). This section shall survive termination of the Pricing Schedule.

Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement or the Attachment. This Pricing Schedule supersedes all previous Pricing Schedules/agreements between the parties with respect to its subject matter. In the event of any conflict between the terms of this Pricing Schedule and those of the Attachment or the Agreement, the terms of this Pricing Schedule shall control with respect to this Pricing Schedule only.

[The remainder of this page is intentionally left blank. Signatures are on the following page]

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The signatures below are evidence of each party's (including any Affiliates licensed hereunder) agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the Attachment and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Subscriber is not a party to the Attachment or the Agreement, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in such documents. To the extent Affiliates are licensed hereunder, the Subscriber signing below shall ensure compliance with, and will be liable to S&P in the event of any breach of, the terms hereof by any Affiliates licensed hereunder to the same extent as if such breach were committed by such Subscriber.

Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of the respective parties. The parties agree that execution of this document via an electronic signature process shall constitute valid execution hereof.

ACCEPTED AND AGREED TO BY:

New Hampshire Department of Energy		**S&P Global Market Intelligence LLC**	
Signature	Jared S. C	Signature	Greg Vogel
Date:	9/9/2022	Date:	9/9/22
Name:	JARED CHICCO NE	Name:	Greg Vogel
Title:	Commissioner	Title:	Authorized Signer
Email:	Jared.S.Chicco@energy.nh.gov		

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SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT
DESKTOP PRODUCTS AND SERVICES

This Services Attachment (this "Attachment") and the accompanying Pricing Schedule(s) entered into by and between Subscriber and S&P (each as set forth in the accompanying Pricing Schedule), is issued pursuant to and incorporates by this reference the terms and conditions (unless expressly modified herein) set forth in the Master Subscription Agreement with the Effective Date stated below (the "Agreement") by and between the parties to the Agreement. Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

Commencement Date of this Services Attachment: September 30, 2022

Internal Contract Number of this Services Attachment: 01114865.0

Client under the Master Subscription Agreement: New Hampshire Department of Energy

Effective Date of the Master Subscription Agreement: September 30, 2022

Internal Contract Number of the Master Subscription Agreement: 01114863.0

1. Description of Services. For purposes of this Attachment, all references herein to "Services" shall mean the products and services or any successor or replacement products and services (including any functionality, data, tools and/or capabilities) or any content set or product package a part thereof as more specifically identified in the relevant Pricing Schedule(s).

2. Use and Restrictions on Use.

2.1. Except as expressly permitted in this Attachment or in an applicable Pricing Schedule, Authorized Users located in the territory and within the Authorized Unit may access and use the Services internally. Sharing of user IDs/passwords and simultaneous access via the same user ID/password is prohibited. S&P reserves the right to withhold or withdraw a password to any Authorized User of the Services in its sole business judgment.

2.2. Subject to the terms and conditions set forth in this Attachment and unless otherwise set forth in an applicable Pricing Schedule, Subscriber, as part of and in the ordinary course of its internal operations, may provide and distribute on a no-charge basis, to its customers and prospective customers, information, reports, presentations and other publications (individually and collectively, "Subscriber Materials") that display limited, insubstantial amounts (both in terms of the amount of material from the Services and the proportionate amount of such material used within the Subscriber Materials) of information or data from the Services ("Excerpts") without prior written consent from and without payment of additional fees to S&P. Notwithstanding the foregoing, any Excerpts that include S&P ratings, credit scores and probability of default content shall a) only be provided in Subscriber Materials on an infrequent, occasional, incidental basis in non-manipulable format only and b) not be used for regulatory reporting. For the avoidance of doubt, Subscriber Materials that contain Excerpts may not be made available via a public website.

2.3. Subscriber shall (a) provide appropriate credit to S&P as the source of the Excerpt and include the following copyright notice "Copyright © 20**, S&P Global Market Intelligence (and its affiliates, as applicable)"; and (b) include in a clear and conspicuous manner, the Disclaimer Notice set forth below (or a substantially similar notice) on behalf of S&P, its affiliates and their suppliers on all Subscriber Materials containing Excerpts. Subscriber shall comply with S&P's reasonable requests to update the Disclaimer Notice. Subscriber shall provide S&P with copies of sample Subscriber Materials that contain Excerpts upon S&P's request. Disclaimer Notice:

> "Reproduction of any information, data or material, including ratings ("Content") in any form is prohibited except with the prior written permission of the relevant party. Such party, its affiliates and suppliers ("Content Providers") do not guarantee the accuracy, adequacy, completeness, timeliness or availability of any Content and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such Content. In no event shall Content Providers be liable for any damages, costs, expenses, legal fees, or losses (including lost income or lost profit and opportunity costs) in connection with any use of the Content. A reference to a particular investment or security, a rating or any observation concerning an investment that is part of the Content is not a recommendation to buy, sell or hold such investment or security, does not address the suitability of an investment or security and should not be relied on as investment advice. Credit ratings are statements of opinions and are not statements of fact."

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2.4. Subscriber acknowledges and agrees that recipients of Excerpts may not further distribute such Excerpts. In furtherance of the foregoing, Subscriber shall provide S&P reasonable support, which shall include, upon S&P's request, immediately ceasing distribution of Excerpts to any such recipient that has engaged in such further distribution.

2.5. Authorized Users may have the capability to download data and information from the Services for use in accordance with the terms of this Attachment. Each Authorized User may download data and information from the Services to a desktop/computing device used solely for such Authorized User's individual use and not for any centralized, interdepartmental or shared use. Once downloaded to an Authorized User's desktop/computing device, such data or information is prohibited from being uploaded, copied, transferred to, stored or managed in any device, directory, database or other repository that could be shared or can be accessed by others (e.g., the download functionality may not be used to populate master security databases). Notwithstanding the foregoing, Authorized Users shall have the right to store limited amounts of data and information downloaded from the Services (except S&P Ratings, credit scores and probability of default content) that are first incorporated into internal use memos, pdfs, spreadsheets and other working documents ("Working Documents"), in an internal shared folder, provided that: (i) the shared folder is only accessible by Authorized Users of the applicable Services included in the Working Documents; (ii) the data or information from the Services shall not be pulled from the Working Documents to be uploaded, copied, transferred to, stored or managed in any device, directory, database or other repository that could be shared or can be accessed by others (including Authorized Users); and (iii) the data and information included in such Working Documents shall not serve as a substitute for a separate feed license for such data and information from S&P or S&P's Third Party Provider(s). If such downloads are reasonably deemed by S&P to be excessive, S&P may modify the terms of the license granted hereunder based on such download activity.

2.6. If and where Subscriber creates modified or calculated data items ("Output") using the data, information or functionality licensed to Subscriber in the Services, Subscriber will ensure that such Output (a) will not identify S&P as the source of such Output and (b) will not contain any S&P branding or trademarks in the Output. Output shall be solely for Subscriber's internal use. Notwithstanding the foregoing, Subscriber may disseminate Output to its clients and prospective clients in accordance with Section 2.2 of this Attachment only where such disseminated Output (i) does not bear direct resemblance to the underlying data from the Services that is used to create the Output; (ii) does not compete with or serve as a substitute for a subscription to the Services; and (iii) cannot be easily reverse-engineered, disassembled or decompiled such that a third-party may access the underlying data via the Output. By way of clarity, Subscriber may not include any data or information from the Services in any third-party applications to create Output without S&P's prior written approval (such approval may be provided via e-mail). Subscriber acknowledges that Output, despite a similar appearance, may differ significantly from any product or service of S&P or its affiliates that may appear similar, including, without limitation, credit scores and ratings.

2.7. To the extent received via the Services, the following products shall be for internal use only, shall not be modified, and shall not be disseminated or disclosed to any individual who is not an Authorized User hereunder: (a) industry classifications, including Global Industry Classification Standard (GICS) data; (b) Money Market Directory (MMD) data or information; and (c) market data and information provided by exchanges. Subscriber agrees to any additional terms and conditions as may be amended from time to time, as set forth in the Pricing Schedule.

2.8. Authorized Users may access, via hyperlink, RSS feed or other media, additional S&P products or other third party material via the Services. S&P, its affiliates, and their suppliers are not responsible for the content of any such products or material that Subscriber may access via the Service(s) and shall not be subject to any damages or liability arising from Subscriber's access to or use thereof.

2.9. Authorized Users may be given the capability of storing Subscriber information at an S&P computer facility or at a third-party computer facility utilized by S&P. If Subscriber utilizes such storage capability, S&P will use reasonable efforts to provide security consistent with industry standards for such information. While S&P will use reasonable efforts at Subscriber's request to assist in the recreation of Subscriber information, it is the sole responsibility of Subscriber to maintain comprehensive back-up/duplicate files elsewhere and S&P will not have liability for any such loss. Subscriber is prohibited from using any data mining robots or similar data gathering or extraction methods or tools in connection with Subscriber's access or use of the Services.

2.10. Notwithstanding anything in this Attachment or the Agreement to the contrary, Subscriber shall not use the Services, in whole or in part in any manner that competes with S&P or in a manner that would serve as a substitute for a separate license from S&P.

3. Complete Agreement. This Attachment and the accompanying Pricing Schedule(s) and Agreement supersede all previous agreements between the parties with respect to the Services specified in the accompanying Pricing Schedule(s) and its

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EXHIBIT C

METHODS OF PAYMENT

1. Method of Payment: Invoices will be submitted to: Business Office, New Hampshire Department of Energy, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429 or via email to ENGY-BusinessOfficeGroup@energy.nh.gov.

   Payments hereunder is conditioned upon continued State budget appropriation and availability of funds for this subscription. See P-37 General Provisions, Paragraph 4. No federal funds shall be used to pay amounts due.

Contractor Initials GV

Date 9/9/22

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that S&P GLOBAL MARKET INTELLIGENCE LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 20, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **911922**

Certificate Number: **0005873005**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of September A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATION

I, Stephen Raia, Assistant Secretary of S&P Global Market Intelligence LLC, a Delaware limited liability company (the "Company"), do hereby certify that **Greg Vogel**, **Billing Analyst, Order Management** is authorized to execute, on behalf of Company, the following documents that are entered into or required in the ordinary course of Company's business between Company and **New Hampshire Department of Energy:**

(1) customer contracts for the Company's products and services (including, but not limited to, master subscription agreements and master distribution agreements) and

(2) ancillary documents relating to the Company's products and services (including, but not limited to, vendor/client questionnaires, requests for proposals, and requests for quotations)

The above referenced signature authority is effective through and including May 31, 2023; provided that, if **Mr. Vogel** ceases to be a full-time employee in the above referenced function (or similar function) at the Company prior to May 31, 2023, his signature authority shall expire no later than his last date of employment.

IN WITNESS WHEREOF, I have hereunder set my hand on this 8th day of September, 2022.

Stephen Raia

State of New York)
) s.s.:
County of Nassau)

Michael Fitzgerald
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02FI6195868
Qualified in NASSAU County
Commission Expires 11/03/2024

Subscribed and sworn to before me
on this 7th day of September, 2022

Notary Public

RECEIVED

SEP 14 2022

NH DEPARTMENT
OF ENERGY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED S&P Global Inc. and its subsidiaries 55 Water Street New York, NY 10041	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ACE American Insurance Company — 22667 INSURER B: Indemnity Insurance Company of North Ameri — 43575 INSURER C: ACE Property & Casualty Insurance Company — 20699 INSURER D: ACE Fire Underwriters Insurance Company — 20702 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W25389879 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [X] LOC OTHER:			HDO G47357457	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 10,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAL H10767325	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XEU G28137114 007	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50736003	07/01/2022	07/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Workers Compensation and Employers Liability Par Statute			SCF C5073609A	07/01/2022	07/01/2023	E.L. Each Accident E.L. Disease - Ea Emp E.L. Disease - Policy	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Evidence of Insurance

CERTIFICATE HOLDER

S&P Global Inc.
55 Water Street
New York, NY 10041

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 03/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	PHONE (A/C, No, Ext): 8662837122	FAX (A/C, No): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
S&P Global Inc. 55 Water Street New York NY 10041 USA	INSURER A: Berkshire Hathaway Specialty Ins Company	22276
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570092197458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) ☐ N/A						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-PL-Primary			47EPP30232307 Claims Made SIR applies per policy terms & conditions	03/31/2022	03/31/2023	E&O Liability	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies to the operations of CRISIL Irevna US LLC

CERTIFICATE HOLDER

S&P Global Inc
55 Water Street
New York NY 10041 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc

Holder Identifier :

Certificate No : 570092197458

AGENCY CUSTOMER ID: 570000073104

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	S&P Global Inc.
POLICY NUMBER: See Certificate Numbe 570092197458	
CARRIER: See Certificate Numbe 570092197458 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Cyber Liability			47EPP31461302 Claims Made SIR applies per policy terms & conditions	03/31/2022	03/31/2023	Cyber Liability	$10,000,000