**Ameren Contract no. ICMProcurement\_1836**

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**(RFQ Supplier)**

**Ameren services company**

**PROFESSIONAL SERVICES CONTRACT**

**(MASTER)**

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**MASTER CONTRACT FOR PROFESSIONAL SERVICES**

This Master Contract for Professional Services (“Contract”) is made this December 9, 2022 (the "Effective Date"), by and between RFQ Supplier, of the State of with offices at , , (“Supplier”), and Ameren Illinois Company**,** a corporation of the State of Illinois with offices at 10 Executive Drive, Collinsville, Illinois 62234 (“Ameren”) as agent for . Supplier and Ameren are also referred to herein collectively as the Parties or individually as a Party.

**IN CONSIDERATION OF** the following terms and conditions, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supplier agrees to perform the Services for Ameren and its designated Affiliates pursuant to the terms of this Contract (as defined hereinafter).

### ARTICLE 1. PURPOSE

The purpose of this Contract is to set forth the terms and conditions for the performance of certain types of Services on a project-by-project basis, as more particularly described in one or more Statements of Work("SOW"), and as generally described below:

Services: Assess the effectiveness of Ameren IL's Market Development Initiative (MDI) program

Deliverables: As described in the applicable Statement(s) of Work.

### ARTICLE 2. DEFINITIONS

Certain terms used in this Contract are defined in this Article 2. Other terms used in this Contract are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms, and phrases in this Contract that are utilized in the applicable industry or other pertinent business context related to the Services shall be interpreted in accordance with their generally understood meaning in such industry or business context. The word "and" shall mean "and" as well as "or" unless otherwise specified.

**2.1 “Acceptance Criteria”** shall mean a statement defining the criteria for acceptance of that Service. Project-specific Acceptance Criteria shall be set forth in an applicable SOW.

**2.2 “Affiliate(s)”** means, with respect to any entity, any other entity that directly (or indirectly through one or more intermediaries) controls or is controlled by, or is under common control with, such entity.

**2.3 “Ameren Data”** shall mean any data and information, regardless of form or medium, used, accessed, processed or available for any use by Ameren or its Affiliates (including Ameren Affiliates) or by an authorized third party, and shall broadly include any and all Ameren-owned or licensed data or intellectual property, confidential or proprietary data or information or operational or financial data or information of Ameren or its Affiliates (including Ameren Affiliates), customer data, employee data, retiree data, shareholder data, and privacy data including , but not limited to, one or more of the following types of data: (a) Cardholder data as defined in the Payment Card Industry (“PCI”) standards as the credit card account number or Primary Account Number (“PAN”), cardholder name, card expiration date, and the service code; (b) Electronic Protected Health Information (“ePHI”) – any protected Personal Health Information (“PHI”) which is stored, accessed, transmitted, or received electronically; (c) Energy Usage – electric and natural gas usage data gathered by Ameren’s metering systems; (d) Personal Information, as defined below; (e) Non-Public Personal Information – as defined in the Gramm-Leach-Bliley Act of 1999; (f) Protected Health Information (“PHI”) – as defined in the Health Insurance Portability and Accountability Act (“HIPAA”) or personal health information that identifies an individual and relates to an individual’s past, present, or future physical or mental health, the provision of health care to an individual or the past, present, or future payment for health care; (g) Critical Energy Infrastructure Information – as defined by Federal Energy Regulatory Commission (“FERC”) regulations; (h) Information determined to be market-sensitive by FERC; (i) Bulk Cyber System Information – as defined by the North American Electric Reliability Corporation; (j) Chemical-Terrorism Vulnerability Information – as defined by the Department of Homeland Security’s Chemical Facility Anti-Terrorism Standards; (k) Information deemed sensitive by the Nuclear Regulatory Commission; and (l) Information deemed sensitive by the Illinois Commerce Commission and/or the Missouri Public Service Commission and other applicable state statutes, regulations, or administrative orders. Ameren Data shall also include any and all data, documentation, methods, processes, materials, and all other information related to employees, shareholders, retirees, customers, contractors and/or suppliers of Ameren or its Affiliates, or utilized by Ameren or its Affiliates as part of its/their businesses or operations.

**2.4 “Business Continuity”** shall mean the establishment of the processes necessary to ensure Services are not interrupted or delayed for an extended period of time due to failure of equipment, disaster, or other issues. This definition also applies to the terms Continuity of Business and Business Continuation when used in the same context.

**2.5 “Confidential Information”** shall mean any and all data, documentation, methods, processes, materials, and all other information relating to the past, present, and future business of Ameren or its Affiliates, which includes, without limitation, Ameren Data and the existence and terms of this Contract. Confidential Information also includes all information owned by or relating to customers (including without limitation, customer names, addresses, phone numbers, other contact information, or energy usage), suppliers, or other third parties to whom Ameren owes an obligation of confidentiality. Confidential Information does not include any information which (i) is already known to Supplier at the time it is disclosed to Supplier, provided that such prior knowledge can be substantiated by written records and documents, or (ii) is or has become generally known to the public through no wrongful act of Supplier, or (iii) is obtained by Supplier from a third party who has the right, to the best of Supplier’s knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by Ameren, or (v) is independently developed by Supplier without direct or indirect use of the Confidential Information provided that such independent development can be substantiated by written records and documents. For the avoidance of doubt, all information owned by or related to customers that is provided by Ameren to Supplier shall be “Confidential Information.”

**2.6 "Contract"** shall collectively mean this Master Contract for Professional Services (including attachments, schedules, and addendums thereto) and any SOW and Purchase Order issued hereunder.

**2.7 “Disaster Recovery Plan”** shall mean the establishment of the processes necessary to enable the recovery of vital data, software, systems, and networks following a natural or human-induced disaster or equipment failure.

**2.8 “Intellectual Property Right”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights, moral rights, and mask-works; (b) trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license, or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions, or re-issues thereof now or hereafter in force (including any rights in any of the foregoing).

**2.9 “Losses”** shall mean all losses, liabilities, damages, and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties).

**2.10 “Malware”** shall mean the software used for disrupting computer operations, unauthorized altering or destroying of any information, gathering unauthorized sensitive information, and gaining unauthorized access to computer systems. Malware is commonly taken to include computer viruses, worms, Trojan horses, bots, root kits, spyware, ransomware, and adware.

**2.11 “Personal Information”** shall mean Ameren Data that identifies or relates to an identified or identifiable natural person, household, or business including, but not limited to: (i) names; (ii) addresses; (iii) telephone numbers; (iv) email addresses; (v) employee identification numbers; (vi) government-issued identification numbers; (vii) user passwords or PINs; (viii) user identification and account access credentials, passwords, PINs and security question answers; (ix) financial account numbers; (x) digital or online identifiers, including, without limitation, IP addresses; (xi) transmission and utility Affiliates' customer data such as usage, payment, and billing information; (xii) geolocation data; and (xiii) biometric, medical, health or health insurance information. This definition will be automatically deemed amended to comply with any and all applicable Laws (as defined in Section 28.B below).

**2.12 “Project”** shall mean the Services and any deliverables as set forth in an individual SOW.

**2.13 “Purchase Order”** shall mean the document issued on behalf of Ameren or any Ameren Affiliate authorizing the commencement of Services or delivery of any deliverables.

**2.14 “Statement of Work” (“SOW”)** shall mean an attachment to this Contract, substantially in the form of Schedule A hereof, that states, with respect to each Project: A detailed description of the Services and any deliverables; work schedule (including the due dates related to the applicable Services and deliverables, and any milestone dates and liquidated damages); specifications, performance standards, and functional requirements; documentation; and fees and payment schedule.

**2.15 “Services”** shall mean any Services provided to Ameren or any Ameren Affiliate under this Contract. Services may include deliverables, such as products, and other tangible goods and materials, including data, delivered to Ameren or any Ameren Affiliate under this Contract. By way of example, a deliverable may consist of a plan, a report, specification, analyses, assessments, or a design. Supplier shall not perform legal, accounting, audit, or tax services under this Contract.

**2.16 “Subcontractor”** shall mean any contractor, agent, consultant, or third-party provider utilized by Supplier in the provision of Services.

### ARTICLE 3. THE SERVICES

**3.1 Services Description.**

The Services to be provided hereunder shall be set forth in individual SOWs which shall incorporate the terms and conditions of this Contract. An SOW will be binding only upon execution by an authorized representative of each Party and issuance of a Purchase Order by Ameren. Separate Purchase Orders will be issued for each Ameren Affiliate authorizing the performance of Services, and such Ameren Affiliate will be identified in the "bill to" portion of such Purchase Order. Supplier will provide the Services which are designated in the SOW within the timeframe set forth therein. In no event will any Ameren Affiliate bear responsibility for any obligations related to the Services or otherwise arising out of this Contract, to the extent such obligations relate to a Purchase Order in which such Ameren Affiliate is not expressly named in the "bill to" portion of the applicable Purchase Order covering such Services. Any amendments or modifications to this Contract shall only be made pursuant to a separate document prepared for that purpose and duly signed in accordance with the provisions in Article 22 below. In the event of a conflict between a Purchase Order, SOW, and the provisions of this Contract, this Contract shall take precedence, followed by the SOW.

**3.2**  **Ameren Data.**

(a) In no event shall Supplier remove or transfer Ameren Data to a third-party location without the prior written consent of Ameren.

 (b) All Ameren Data maintained and the Services performed involving such Ameren Data must be retained and performed within the United States (“U.S.”), unless Ameren is notified in advance by Supplier and has agreed in writing that the Ameren Data may be maintained or Services may be performed at the indicated non-U.S. location(s). Such approval may be removed by Ameren in whole or in part at any time.

(c) All Ameren Data must be encrypted at all times and protected against unauthorized access, disclosure, modification, or deletion.

(d) Supplier shall, upon written request from Ameren, return or destroy Ameren Data within thirty (30) calendar days. When such Ameren Data is destroyed, Supplier will provide evidence of such destruction reasonably satisfactory to Ameren, such as a certificate or attestation of the destruction. Destruction of Ameren Data will be performed using industry-approved and certifiable methods in a manner appropriate for the data, device, or material type being destroyed, ensuring that the destroyed item(s) cannot be re-assembled, re-constructed, or retrieved in any way. Notwithstanding the foregoing, in the event that Supplier's document retention and destruction practices render the foregoing obligations impractical or impossible within thirty (30) calendar days, Supplier shall comply with such requirement at its earliest opportunity and shall advise Ameren in writing of its efforts to preserve and protect Ameren Data. In addition, during such period, Supplier shall ensure that Ameren Data is not disclosed or otherwise disseminated to third parties, and shall be responsible for any such claims arising out of such disclosure or dissemination. This obligation shall survive termination or expiration of this Contract.

**3.3 Change Orders.**

In the event the Parties agree to a change (a “Change”) in the Services or deliverables set forth in an SOW, the Parties will use commercially-reasonable efforts to negotiate and execute a “Change Order” to the SOW setting forth all necessary updates. Each Change Order shall include, as applicable, changes to the Services, deliverables, Work Schedule, fees, or other material terms of the SOW, and, upon execution thereof, Supplier waives any claim resulting from the Change for additional compensation or change to the Work Schedule, except as set forth in the Change Order, including, without limitation, claims related to lost productivity and lost efficiency. No claim for additional compensation or an adjustment to the Work Schedule shall be allowed unless the same was authorized by a written Change Order executed by Ameren in advance of the performance of the applicable Services.

### ARTICLE 4. TERM

Unless otherwise agreed to by Amendment to this Contract, the term of this Contract shall commence on the Effective Date and shall expire on December 8, 2027 (the "Term"). During the Term, the Parties may execute one or more SOWs, and Ameren may issue one or more Purchase Orders, and Supplier agrees to provide the Services and deliverables for the periods set forth in the applicable SOW. In no event shall any SOW be issued under this Contract that would provide for the performance of Services or contemplate delivery of deliverables that would extend for a period beyond the Term, unless an extension of the Term is agreed upon in writing by Ameren and Supplier in advance of the issuance of such SOW.

### ARTICLE 5. PAYMENT

**5.1** **Method of Payment.**

Provided Supplier is not in breach of this Contract, Ameren or the applicable Ameren Affiliate will pay Supplier via Purchase Order the fees as set forth in the applicable SOW for the Services to be provided by Supplier in accordance with this Contract. Any charges shall be invoiced with sufficient detail to validate the charges.

**5.2 Due Dates for Payment.**

Payments for charges are due within thirty (30) days of receipt by Ameren of a properly submitted invoice. If Ameren, on behalf of itself or any Ameren Affiliate, disputes any charges, it shall timely pay all undisputed charges, and also within thirty (30) days of the invoice date, give Supplier notice of the disputed amount(s) and reason(s) therefore. Supplier shall review any such notice promptly. If Supplier determines that the billing was in error, Supplier will immediately submit a corrected invoice.

**5.3 Set-Off.**

Ameren may set-off amounts Supplier owes Ameren as credits against charges payable to Supplier under this Contract.

**5.4 Taxes.**

1. Supplier will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its gross or net income or gross receipts.
2. Supplier will pay for any tax on goods or services it uses to provide any Services or deliverables.
3. Ameren’s and any Ameren Affiliate’s tax liability under this Contract shall be limited solely to that portion of the U.S. federal, state, and local sales and use taxes directly related to the Services (hereinafter referred to as “Domestic Sales and Use Taxes”). Any Domestic Sales and Use Taxes for which Supplier is required by law to collect and remit will be in addition to the fees payable to Supplier hereunder, and shall be separately stated on Supplier’s invoice. Supplier shall be responsible for any interest and/or penalties imposed as a result of Supplier’s failure to timely invoice or remit applicable Domestic Sales and Use Taxes; and if Supplier has failed to notify Ameren of said error within six (6) months after date of invoice, Supplier shall also be responsible for any resulting tax deficiency. For transactions where Ameren or its Affiliates self-remit the applicable tax, Supplier cannot seek reimbursement from Ameren in the event of an audit or other payment provided Ameren provides proof of payment to the applicable government agency.
4. The Parties will cooperate with each other to more accurately determine and minimize any Domestic Sales and Use Taxes arising out of this Contract, including the following actions. Each Party will provide tax information or tax documents reasonably requested by the other Party. Each Party will promptly notify the other of any claim for taxes asserted by a taxing authority with jurisdiction over either Party. With respect to any claim arising out of a form or return signed by a Party to this Contract, the signing Party may control the response to and settlement of the claim, but the other Party may participate to the extent it may be liable.

### ARTICLE 6. DELIVERY AND ACCEPTANCE

**6.1 Timing.**

(a) Time is of the essence in this Contract. Except to the extent such delay is caused by Ameren, and subject to Section 6.2 below, if the performance of Services is not completed by the milestone dates, if any, specified in an SOW or Purchase Order, Ameren reserves the right, without liability and in addition to its other rights and remedies, to terminate this Contract or the applicable SOW and Purchase Order issued hereunder by notice effective when received by Supplier as to Services not yet performed, and to purchase substitute Services elsewhere and charge Supplier with any loss incurred. All costs resulting from delays in delivery shall be at Supplier’s expense.

(b) Except as specified in an SOW or Purchase Order, any deliverables included as part of the Services shall be F.O.B. destination, and pursuant to the delivery schedule, if any, set out in said SOW or Purchase Order.

**6.2 Work Schedule.**

(a) The schedule for the Services (the “Work Schedule”) shall be determined on a project-by-project basis as more particularly described in the applicable SOWs. The Work Schedule shall begin and end as specified on such SOWs, which shall list the Services and any deliverables involved, the schedule for delivery and performance, any milestone dates, and the deadline for the completion of all such activities. Upon failure to meet any milestone date within the Work Schedule, or upon request if at any time Ameren believes that the Services might be delayed due to the actions or inactions of Supplier, Supplier shall provide a written response to Ameren within three (3) business days (a “Recovery Schedule”) for Ameren’s approval. The Recovery Schedule shall show the means, method, productivity, and labor that Supplier deems necessary to make the agreed upon schedule recovery. All activities required by the Recovery Schedule shall be at Supplier’s sole cost and expense.

(b) Failure to submit a satisfactory Recovery Schedule shall result in retention of payment of all amounts otherwise due or to become due under this Contract until Ameren’s approval is granted. Should Supplier fail to comply within seven (7) days of the milestone date, Ameren may arrange to have the Services provided by a third party, and recover from Supplier all costs incurred in doing so. At its option, Ameren may deduct such recovery costs from any sums otherwise then due or to become due to Supplier under this Contract.

(c) The Parties agree that any deadlines for completion of the Services, including those specified in a Work Schedule, are an essential part of this Contract. It is agreed that Ameren and the affected Ameren Affiliate may actually be damaged by Supplier’s failure to comply with any milestone date for delivery or completion of the Services, and that Ameren or the affected Ameren Affiliate may withhold from funds due, or that may become due to Supplier, an amount of liquidated damages as identified in the applicable SOW, for each and every calendar day, beyond the milestone date identified. The Parties acknowledge that, where applicable, reference to deadlines for deliverables or Services may involve more than one milestone date and that each milestone date may trigger liquidated damages pursuant to this Section, if set forth in the applicable SOW. The liquidated damages awarded pursuant to this Section shall not be the exclusive remedy of Ameren and the affected Ameren Affiliate.

**6.3 Correction of Deficiencies.**

Supplier shall correct any material non-conformance in the Services at Supplier’s cost in order that the Services will meet the Acceptance Criteria.

### ARTICLE 7. SECURITY

**7.1 General Requirements.**

1. Supplier will implement and maintain physical, procedural, administrative, and electronic security controls to include, without limitation, identity and access, system logging, data protection, vulnerability management, and application security to protect the confidentiality, integrity, and availability of all Ameren Data, as well as any interface, network, system, and software that processes, stores, or transmits Ameren Data or provides Services to Ameren, consistent with generally-accepted industry best practices.
2. In all instances where Supplier will have access to Ameren Data, networks, systems, and/or software, Supplier shall disclose or provide access to Ameren Data, networks, systems, and/or software only to authorized and agreed upon agents who have a need to have access to such Ameren Data, networks, systems, and/or software in order to provide Services under this Contract.
3. In the event that Malware is introduced into any Ameren network, system, software, and Ameren Data through any fault of Supplier, then Supplier shall promptly provide assistance to Ameren as requested to remove, quarantine, or remedy the effect of such Malware at Supplier’s expense.

**7.2 Incident Notification.**

1. Supplier shall immediately notify Ameren of: (i) any unauthorized possession, unauthorized disclosure, unauthorized modification, or unauthorized use, loss, or any other corruption, compromise, or destruction of any Ameren Data, or the networks, systems or software that access, store, or process such Ameren Data; (ii) the results and effect of such incident; and (iii) the corrective action taken or planned in response thereto.
2. Supplier acknowledges that Ameren or any Ameren Affiliate may be required to notify its customers, regulators, and employees of such security incidents and agrees to assist and cooperate with Ameren, at Supplier’s expense, with any investigation, disclosures to affected parties, and other remedial measures, in each case, as reasonably requested by Ameren or any Ameren Affiliate, or required by any applicable regulations or privacy laws. Ameren reserves the right to cancel any existing contract with Supplier for a breach by Supplier or its agents (including Subcontractors) of any of the requirements of this Article, or related to an incident as described in this Article.
3. After the occurrence of any event described in Section 7.2(a), Supplier agrees that it shall provide notice of such event directly to the affected parties only after Ameren’s prior review and written consent or to the extent required by applicable privacy laws. If disclosure is required by applicable privacy laws, Supplier shall provide Ameren with a copy of any such notice no less than three (3) business days (or such lesser amount of time as is possible under the circumstances) prior to providing it to the affected parties.

**7.3**  **Malware and Disabling Code.**

Supplier represents, warrants, and covenants that: (a) Supplier will ensure that no Malware or similar items are introduced into any Ameren Data or any systems used to perform the Services, and Supplier will not insert any code which would have the effect of damaging any Ameren Data, systems, or functionality.

### ARTICLE 8. TERMINATION

**8.1 Termination for Cause.**

(a) Ameren may terminate this Contract or any SOW if Supplier materially breaches any of its obligations under this Contract and fails to cure such material breach within fifteen (15) business days following written notice from Ameren.

(b) Supplier may terminate this Contract or any SOW if Ameren materially breaches any of its obligations under this Contract and fails to cure such material breach within fifteen (15) business days following written notice from Supplier.

(c) Ameren retains the right to terminate this Contract without further obligation, upon written notice to Supplier, in the event Supplier is unable at any time to secure all Ameren Data, interfaces, networks, systems, and software used to process, store, or transmit Ameren Data or provide Services to Ameren in accordance with this Contract to the satisfaction of Ameren; or if the Services no longer meet Ameren's business objectives.

**8.2 Section 365(n) of the Bankruptcy Code.**

All rights and licenses granted under or pursuant to this Contract by Supplier to Ameren (including any software license) are, and shall otherwise be deemed to be for purposes of Section 365(n) of the United States Bankruptcy Code (the “Bankruptcy Code”), licenses to rights in "intellectual property" as defined under the Bankruptcy Code. As licensee of such rights under this Contract, Ameren shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. Upon the event of the commencement of bankruptcy proceedings by or against Supplier under the Bankruptcy Code, Ameren shall be entitled to retain all of its rights under this Contract (including the licenses).

**8.3 Termination for Convenience.**

Ameren may terminate this Contract or any SOW, without liability, for any reason, or no reason, upon sixty (60) days written notice to Supplier.

**8.4 Consequences of Termination.**

1. (a) Termination of this Contract shall not affect any rights (whether at law or in equity) with respect to any breach of this Contract occurring prior to or following such termination.
2.
3. (b) Upon termination of this Contract, Supplier shall be paid: (i) all amounts due and owing to Supplier that are not reasonably disputed; and (ii) all property owned by Ameren or any Ameren Affiliate shall be removed from Supplier’s property following notice to Supplier.
4. (c) In the event of termination or expiration of this Contract, Supplier shall provide all reasonable assistance as requested by Ameren, including the right to extend the end date up to ninety (90) days. In addition, with respect to any website operated by Supplier for the benefit of Ameren, Supplier shall: (1) download all materials on the applicable website to a medium of Ameren's reasonable and feasible choosing and deliver such materials to Ameren as soon as practicable; (2) at the request of Ameren, return to Ameren all Ameren-supplied content and Ameren Data and copies thereof at Ameren's cost; (3) at the request of Ameren, keep the applicable website publicly accessible for a period of thirty (30) days following the date of termination or expiration of this Contract at the rates in effect immediately prior to such termination or expiration; (4) cooperate with Ameren in assigning a new internet protocol address to the applicable domain name as Ameren may request; (5) use reasonable efforts to remove any references to Ameren or Ameren-supplied content from any website within Supplier's reasonable contract which caches, indexes, or links to the applicable website; and (6) cooperate with Ameren in transferring all operations to Ameren or a third party designated by Ameren.

(d) Upon termination, Supplier shall also remove all copies of the content, software, and Ameren Data from any servers within its control, copy Ameren's production database, and any and all other databases, scripts, utilities, or files maintained by Supplier on behalf of Ameren, and forward the copies to Ameren. Supplier shall use reasonable efforts to remove any references to Ameren or Ameren-supplied content from any website within Supplier's reasonable control which caches, indexes, or links to the applicable website. Supplier may be required to complete a checklist or other attestation to confirm that all applicable materials and information has been returned to Ameren as required by this Contract.

(e) Upon termination, any Ameren Data must be destroyed or returned in accordance with Section 3.2(d).

### ARTICLE 9. CONFIDENTIALITY

(a) Supplier shall hold all Confidential Information confidential, and shall not use or disclose it to others during or subsequent to the performance of Services (except as is necessary to perform its obligations under the Contract). Supplier shall maintain security measures designed to: (i) protect the security and confidentiality of the Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information.

(b) In the event that Supplier is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process or, in the opinion of counsel for Supplier, by law) to disclose any Confidential Information, then Supplier shall promptly notify Ameren of such request or requirement prior to disclosure so that Ameren (or the affected Ameren Affiliate) may seek an appropriate protective order and waive compliance with the terms of this Contract. If, however, a protective order is not obtained and in the written opinion of counsel for Supplier such Supplier is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then Supplier may disclose that portion (and only that portion) of such Confidential Information as is legally required without liability to Ameren or its Affiliates hereunder.

(c) No license to Supplier under any trademark, patent, copyright, or any other Intellectual Property Right is either granted or implied by the conveying of Confidential Information to Supplier. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of Ameren or its Affiliate. Within ten (10) days following the receipt of a written request referencing this Contract and this paragraph from Ameren, Supplier shall deliver to Ameren all tangible materials containing or embodying the Confidential Information. That portion of Confidential Information which has been incorporated into analyses, compilation, comparisons, studies, or other documents prepared by Supplier or its Subcontractors shall be held by Supplier and kept confidential as provided above or shall be destroyed.

(d) Supplier understands and agrees that money damages would not be a sufficient remedy for any breach of this Article and that Ameren and each affected Ameren Affiliate shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Article but shall be in addition to all other rights and remedies available at law or in equity. Supplier further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

(e) Publication or advertising of information directly derived from a project or data obtained in connection with Services rendered under this Contract must first be approved in writing by Ameren. Supplier shall not release any information for publication or advertising purposes relative to the Services furnished under this Contract without the prior written consent of Ameren. Except as to signs required by building department regulations or any other governmental requirements, Supplier shall not display or permit any signs or advertisements to be displayed about the project site nor publicize in any manner the Services without the express written permission of Ameren.

(f) Supplier shall restrict the knowledge of all Confidential Information to as few as possible of its employees and Subcontractors who are directly connected with the Services furnished under this Contract, and who have a definite need for such knowledge. Each such person or groups of persons shall be under obligation of confidentiality no less stringent than that set forth herein, and Supplier shall be solely responsible for Losses associated with their breach of this Article.

(g) Supplier shall not have access to any control or operating systems or sensitive electronic or hard data of Ameren or any Ameren Affiliate without: (i) application to Ameren and its prior written consent, which may be withheld at Ameren's discretion; and (ii) Supplier’s agreement to comply with the terms of any policies and procedures as required by Ameren.

(h) Nothing contained in this Article 9 shall be construed as obligating Ameren or any Ameren Affiliate to disclose Confidential Information to Supplier, or as granting to or conferring on Supplier, expressly or impliedly, any rights or license to such Confidential Information. Nothing contained in this Article 9 shall be construed as limiting or diminishing in any respect to the scope of any licenses granted under this Contract.

### ARTICLE 10. INDEMNITY

Supplier shall indemnify, hold harmless, pay defense costs, and, upon Ameren's request, defend Ameren, its Affiliates and its and their officers, directors, employees, parent companies, agents, representatives, subsidiaries, Affiliates, successors, and assigns (collectively “Ameren Parties”) against all Losses, whether caused by or related to Supplier, its Subcontractors, or any of their respective employees and agents arising from:

1. Any negligent or willful act or omission by Supplier, its Subcontractors, or any of their respective employees and agents in connection with the performance of the Services.
2. Any infringement or misappropriation claim or proceeding related to the performance of Services.
3. Any incident involving the supply, access, or maintenance of data or the networks and systems that store, process, or transmit such data or loss of data, including but not limited to Losses under Article 7, or arising out of any of the claims identified in Section 12.1(F).
4. Any breach of Article 9 (Confidentiality) or Section 3.2 (Ameren Data).
5. Federal, state, and local taxes, penalties, and interest (including, but not limited to, any amount paid in professional fees related to such taxes, penalties, and interest) with respect to:

(i) Withholding taxes provided in connection with the Services rendered under this Contract;

(ii) Domestic sales and use taxes paid by any Ameren Party, to the extent such taxes were paid in reliance upon information provided by Supplier to such Ameren Party, or any governmental entity, and such taxes are determined to have been paid in error because of the reliance upon information provided by Supplier, and are not otherwise recoverable by the Ameren Party from the governmental entity to whom the taxes were paid in error; and

(iii) Taxes imposed or withheld on the Services hereunder as a result of Supplier’s selection or use of individuals or entities located outside of the U.S. to provide such Services.

The above indemnification obligations shall not be limited by virtue of workers’ compensation acts, disability benefit acts, or other employee benefit acts in claims made by an employee of Supplier, or an independent contractor.

Until accepted in its entirety by Ameren, the Services and deliverables shall be at Supplier's risk, and if any loss of or damage occurs prior to acceptance, Supplier shall, without cost to Ameren, promptly repair, replace, or re-perform the affected work and bear responsibility for any resulting damages.  All Losses, to the extent caused by the negligent acts or omissions of Supplier, its Subcontractors, or agents shall be borne by Supplier.

### ARTICLE 11. REPRESENTATIONS AND WARRANTIES

**11.1 General.**

Supplier represents, warrants, and covenants that all Services will be performed by qualified individuals in accordance with applicable industry standards, and will meet all specifications and other requirements as specified in the SOW, and will be free from material errors, omissions, or other material defects for a period of twelve (12) months after acceptance as specified in the Acceptance Criteria within the applicable SOW, unless otherwise extended as specified in the applicable SOW.

**11.2 Ownership.**

Supplier represents, warrants, and covenants that it is the lawful owner or licensee of any intellectual property to be used or provided to Ameren under this Contract, including, but not limited to, any deliverables created or provided to Ameren and the applicable Ameren Affiliates. Notwithstanding the foregoing, upon payment of undisputed amounts, Supplier hereby grants to Ameren and the applicable Ameren Affiliates a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and license to use, copy, modify, and prepare derivative works of any deliverables provided as part of the Services for internal purposes only. All other rights in the deliverables remain in and/or are assigned to Supplier. Rights in the intellectual property of Supplier existing prior to the Services, used in the Services, developed separately, or licensed to Supplier by third parties and used in the Services, and any enhancements or modifications to the same, are the sole and exclusive property of Supplier (“Supplier IP”). Supplier IP embedded in deliverables may not be used separately or beyond the license rights noted above. Subject to obligations of confidentiality, each party will be free to use the concepts, techniques, and know-how retained in the unaided memories of those involved in the performance or receipt of the Services.

**11.3 Performance Warranty.**

Supplier represents, warrants, and covenants that it will perform the Services in accordance with any performance assurances or guarantees as identified in the applicable SOW covering such Services, as set forth in or incorporated by reference into this Contract. In the event Supplier does not fulfill its obligations with respect to providing Services in accordance with such performance assurances or guarantees, then Ameren and the affected Ameren Affiliates shall have the rights as set forth in this Contract, and any other appropriate remedies in law or in equity.

**11.4 Non-Infringement.**

Supplier represents, warrants, and covenants that: (a) Supplier is not subject to any obligation that would prevent it from entering into this Contract, and Supplier's offer to provide the Services to Ameren and Ameren's acceptance of such offer has in no way caused or induced Supplier to breach any contractual obligation to any other person or entity; and (b) none of the Services provided by Supplier or used in connection with its performance under this Contract, and the possession or use of any deliverables related thereto by Ameren as contemplated by this Contract, will infringe on any Intellectual Property Right of any third party, or contain confidential or proprietary material misappropriated by Supplier or requiring a license or consent from any third party.

**11.5 Disaster Recovery/Business Continuity.**

Supplier shall establish and maintain Disaster Recovery and Business Continuity programs and processes to ensure that Services are not interrupted or delayed for an extended period of time due to failure of equipment, disaster, or other issues.

### ARTICLE 12. INSURANCE

**12.1 Minimum Insurance Coverages.**

Supplier shall procure and maintain for the duration of the Contract the following insurance covering claims which may arise from or in connection with the performance of the Services by Supplier, its agents, representatives, and Subcontractors, or by anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

(A) Commercial General Liability insurance on the premises and Services covered by this Contract and specifically including, without limitation, contractual liability insurance to cover liability assumed by Supplier with combined single limits, per accident, of not less than $1,000,000 for bodily injury, including death and property damage.

(B) Workers’ Compensation insurance with statutory limits and employer's liability insurance with limits of not less than $1,000,000.

(C) Commercial Auto Liability insurance which has minimum combined single limits for bodily injury and property damage of not less than $1,000,000 per occurrence.  Such policy shall include owned and blanket non-owned and hired coverage.

(D) Excess Liability or Umbrella Insurance on a following form basis providing coverage in excess of Employers' Liability, Commercial General Liability and Commercial Automobile Liability with limits of not less than $2,000,000 per occurrence.

(E) Professional Liability/Errors and Omissions insurance with limits of not less than $1,000,000.

(F) Cyber or Network Liability insurance with limits of not less than $5,000,000, per claim and covering:

* Any act, error, or omission (i) in the rendering or the failure to render technology-based Services or deliverables, or (ii) that results in the failure of software licensed to Ameren or any Ameren Affiliate by Supplier to perform the function or serve the purpose intended;
* Breaches of security, including but not limited to, coverage for consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity-monitoring or remediation services in the performance of Services or deliverables for Ameren or any Ameren Affiliate;
* Network security and privacy risk, including but not limited to, unauthorized access, unauthorized use of Confidential Information, transmission of a computer virus or other type of malicious code, failure of security, breach of privacy perils, wrongful disclosure, collection, theft, damage, destruction, deletion, or corruption or other negligence in the handling of Ameren Data, and including coverage for related regulatory defense and penalties;
* Violation of federal, state, or foreign security and/or privacy laws or regulations including investigative and notification costs; and
* Unintentional participation in a denial of service attack.

Ameren reserves the right to increase the minimum insurance requirements under this Contract based upon its assessment of risk associated with one or more SOWs.

**12.2 Additional Insurance Requirements.**

The Cyber or Network Liability insurance requirements may be met through the use of a Professional Liability or Errors and Omissions policy being that such policy provides equal or greater Cyber Liability coverage as required in this Contract.

All policies shall be issued by carriers having at least an A.M. Best’s rating of “A-” and an A.M. Best’s financial size category of “VII” or greater.

Except for Workers’ Compensation and Professional Liability/Errors and Omissions insurance, each policy shall name Ameren Corporation and its subsidiaries as additional insureds on a primary and non-contributory basis and include a severability of interest provision. Supplier shall provide Ameren with an additional insured endorsement.

Supplier shall require its insurance carriers to waive all rights of subrogation against Ameren, its Affiliates and subsidiaries and their respective directors, officers, agents, and employees. Supplier shall provide Ameren with a waiver of subrogation endorsement.

All policies shall be written on an occurrence basis. Claims-made policies are acceptable provided that coverage is maintained for a period of three (3) years following completion of Services.

Prior to performing any Services, and upon each policy renewal, Supplier shall provide Certificates of Insurance and endorsements showing the required coverages and naming "Ameren and its subsidiaries" as the certificate holder. Ameren reserves the right to require a complete copy of any such policy of insurance. Supplier shall promptly notify Ameren of any notice received or knowledge acquired by Supplier of any cancellation of any policy issued to meet the requirements of this Section. Failure to notify Ameren shall constitute a material breach of the Contract and Ameren may prohibit Supplier from proceeding with or completing the Services until such time as Supplier has complied. All insurance notifications shall be addressed to: Ameren, Process & Performance (MC 1105), P.O. Box 66149, St. Louis, Missouri 63166-6149.

To the extent Supplier uses Subcontractors in the performance of the Services, Supplier shall ensure all such Subcontractors maintain insurance coverage and limits identical to those required of Supplier unless otherwise agreed to by Ameren in writing. Supplier shall obtain Certificates of Insurance from each such Subcontractor prior to its commencement of any activities under this Contract.

### ARTICLE 13. SUPPLIER'S USE OF AMEREN MATERIALS

No license or right is granted under this Contract to Supplier to use, execute, reproduce, display, perform, distribute externally, sell copies of, or prepare derivative works based upon any Ameren materials, except that Supplier may exercise the foregoing rights of use, execution, reproduction, and adaptation within its own organization solely for the purpose of rendering performance as required by an SOW. Upon completion of such performance, all Ameren materials (excluding any adaptations thereof) shall be returned in their entirety to Ameren. The terms of this Article do not, however, affect the obligations of the Parties under Article 9 (Confidentiality) above.

### ARTICLE 14. PERSONNEL

**14.1 Training.**

Upon request, Supplier will provide summary documentation attesting that its workforce has received position-appropriate training, including general training (to include cybersecurity training), specialized training for its personnel performing specialized activities in support of the Services, and specialized training concerning any of the cybersecurity requirements set forth in Article 7. Supplier shall include similar provisions in any subcontracting agreement.

**14.2 Background Checks and Drug Testing.**

To the extent permissible by law, Supplier shall be responsible to ensure that Supplier and its Subcontractors shall at all times maintain and enforce lawful background check policies and procedures to verify that the individuals assigned by Supplier or its Subcontractors to perform Services do not have criminal conviction histories that would render such individuals unqualified to competently and safely (as to themselves and Ameren’s employees and customers) perform the Services. Supplier, on behalf of itself and its Subcontractors, shall provide to Ameren any documents requested by Ameren to verify that Supplier and its Subcontractors are in compliance with this provision, and Ameren has the right to require that the verifications required by this provision be refreshed from time to time. Further, to the extent permissible by law, Supplier shall be responsible to ensure that Supplier and its Subcontractors shall implement and maintain at all times appropriate drug testing and screening programs to ensure that all individuals assigned by Supplier or Subcontractors to perform Services are able to safely perform the Services. Supplier and its Subcontractors shall comply with all legally necessary drug testing requirements for such individuals (e.g., standard 5 panel, DOT drug screen, NERC clearance). Supplier shall provide to Ameren any documents reasonably requested by Ameren to verify that Supplier and its Subcontractors are in compliance with this provision, including, but not limited to, proof that appropriate drug testing was performed prior to the commencement of Services or any assignment, including the results thereof. Ameren shall have the right to require that the verifications required by this provisions be refreshed from time to time. In the event Supplier discovers at any time that any individuals assigned by Supplier or its Subcontractors to perform Services has not been screened in accordance with the stated requirements of this Section, Supplier will immediately notify Ameren and will take such steps as are necessary to ensure that such individuals do not perform Services until the requirements of this Section have been met.

**14.3 Eligibility to Work.**

Supplier shall be responsible to ensure that Supplier and its Subcontractors only assign individuals to perform Services for Ameren who are legally eligible to work in the U.S. in accordance with all local, state, and federal laws, to the extent the work involved with the Services is physically performed in the U.S. Supplier shall be responsible to ensure that Supplier and its Subcontractors complete and retain a Form I-9 for each Supplier or Subcontractor employee. Ameren, in its sole discretion, reserves the right to audit compliance with this provision.

**14.4 Replacement of Personnel.**

Ameren may request that any Supplier or Subcontractor personnel be replaced if, in Ameren's reasonable discretion, it determines that such personnel are not of the requisite skill and experience to satisfactorily perform the Services, are or have been in violation of any law, safety procedure, or security procedure, or are or have engaged in detrimental conduct, harassment, or workplace violence, or for other grounds (e.g., poor past performance, background check concerns, etc.) without any penalty to Ameren; provided that this shall in no way affect the right of Supplier in its sole discretion as employer to hire, assign, re-assign, and/or terminate its own employees.

**14.5 Non-discrimination.**

Supplier will not harass, permit the harassment of, or otherwise discriminate against any of its employees, Subcontractors' employees, or the employees of Ameren or its Affiliates’ employees, and will not discriminate against any applicant for employment because of race, age, color, religion, sex, gender identity, national origin, disability, or because of any other factor protected by law.

**14.6 Ameren Premises Rules and Policies.**

When performing Services on, premises owned or controlled by Ameren or any Ameren Affiliate, Supplier will comply with all applicable Ameren rules and policies including, but not limited to, (i) Ameren's Equal Employment Opportunity and Anti-Harassment Policy, Workplace Violence Policy, and “Rules to Live By,” each of which is available on <https://www.ameren.com/company/business-partners/suppliers/policies-and-risk-compliance>, and (ii) any other site-specific workplace conduct guidelines and work rules provided by Ameren to Supplier (collectively, the “***Ameren Policies***”).  If Supplier believes that any applicable law conflicts with an Ameren Policy, then Supplier will promptly advise Ameren of the alleged conflict, and Supplier and Ameren will jointly cooperate as necessary to comply with such applicable law including, if required, amending the scope of Services.

### ARTICLE 15. RELATIONSHIP OF THE PARTIES

Supplier is performing under this Contract as an independent contractor. Supplier has the sole right and obligation to supervise, control, manage, and direct all work associated with the Services to be performed by all individuals and entities it assigns to perform work under this Contract, which includes, but is not limited to, its employees, its Subcontractors, and its Subcontractors’ employees, and Supplier agrees that none of these persons or entities are employees or should be considered employees of Ameren or any Ameren Affiliate. As to these persons or entities Supplier assigns to perform work under this Contract, Supplier will be solely responsible for: (a) the acts and omissions of all such persons and entities, (b) payment of compensation to such persons and entities, and (c) any injury to such persons in the course of their employment. Should any Ameren Parties be alleged to be responsible for or be held liable for any act or omission of such persons or entities; for any compensation to such persons or entities; for any amount of withholding that allegedly should have been paid to a government agency on behalf of such persons or entities or any fine, penalty, or interest payable to a government agency for failure to withhold any amount as may be required by law; for any injury to such persons or entities that occurs within the course of them performing work under this Contract; or for any other liabilities or alleged liabilities that arise from such persons or entities claiming to be or being considered to be “employees” of an Ameren Affiliate; Supplier agrees to indemnify, hold harmless, pay defense costs, and, upon Ameren's request, defend such affected Ameren Parties. Supplier, its employees, its Subcontractors, and its Subcontractors’ employees are not agents of Ameren and thus have no authority to represent Ameren as to any matters, except as may be expressly authorized in this Contract.

### ARTICLE 16. REGULATION OF VISITORS, PHOTOGRAPHS AND PRESS RELEASES

**16.1 Visitors.**

Supplier shall not permit visitors on Ameren premises, or the premises of any Ameren Affiliate, without the prior written consent of Ameren.

**16.2 Photographs/Promotions.**

Supplier may not use Ameren's name, logo, or photographs taken by Supplier on or in the vicinity of Ameren's premises, or the premises of any Ameren Affiliate, in Supplier’s marketing or other promotions without the prior written consent of Ameren.

**16.3 Media.**

Supplier shall not make any verbal or written statements to any press or news media relative to this Contract, Ameren, or any Ameren Affiliate without obtaining prior written consent from Ameren.

**16.4 General.**

Supplier will, at all times, conduct its operations in such a manner that its actions and the actions of its personnel will not jeopardize, adversely affect, or otherwise injure Ameren, its Affiliates, or their public relations with the general public and any community in which the Services are to be performed.

### ARTICLE 17. ASSIGNMENT

Supplier may not assign any rights or delegate any obligations created by this Contract without the prior written consent of Ameren. Any assignment by Supplier in violation of this Contract is void. This Contract shall be binding upon the successors, legal representatives, and permitted assigns of the Parties.

### ARTICLE 18. ENGAGEMENT OF SUBCONTRACTORS

**18.1 Subcontractor Approval.**

Supplier shall not delegate or subcontract any of its obligations under this Contract without Ameren's prior written approval. Ameren shall have the right to approve or not approve the use of proposed Subcontractors not identified in the applicable SOW in its sole discretion. Subcontractors will be engaged subject to all applicable terms and conditions of this Contract, and Supplier shall be solely responsible for each. Approved Subcontractors shall bill Supplier directly for their portion of the Services, it being understood that such charges are considered as part of the fee due to Supplier pursuant to the applicable SOW.

**18.2 Responsibility for Approved Subcontractors.**

Supplier shall remain responsible for obligations, services, and functions performed by Subcontractors to the same extent as if such obligations, services, and functions were performed by Supplier’s employees, and for purposes of this Contract, such work shall be deemed to have been performed by Supplier. Supplier shall be Ameren's sole point of contact regarding the Services, including with respect to payment.

**18.3 Removal of Approved Subcontractors.**

Ameren shall have the right to direct Supplier to replace any Subcontractor if such Subcontractor's performance is materially deficient, or if Ameren doubts the ability of such Subcontractor to render future performance because of changes in their ownership, management, financial condition, or otherwise, or if there have been material misrepresentations by or concerning such Subcontractor.

**18.4 Sharing of Confidential Information with Subcontractor.**

Supplier shall not disclose Confidential Information to a Subcontractor unless and until such party has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Supplier under this Contract.

### ARTICLE 19. FORCE MAJEURE

It is understood that, at times, unavoidable delays result from causes which may reasonably be presumed to be beyond the control of Supplier, Ameren or an Ameren Affiliate, such as: Acts of providence, floods, fortuitous events, unavoidable accidents, riots, strikes, and lock outs. Should the progress of the Services be or seem to be delayed at any time for such causes, the party claiming force majeure shall notify the counterparty in writing of the occurrence, in order that a record of same may be made. For force majeure events declared by Supplier, should it be decided by Ameren that the delay was unavoidable, a corresponding extension of time for the completion of the Services may be allowed by Ameren not to exceed the actual number of days such unavoidable delays accrued, but it is distinctly understood that should Supplier fail or neglect to notify Ameren as above provided, such omission shall be construed as a waiver of all claims and rights to extension of time for the completion of the Services on account of such delays. Supplier and Ameren shall in good faith use such effort as is reasonable under all the circumstances known to it at the time to remove or remedy the cause(s) and mitigate the damage associated with a force majeure event.

### ARTICLE 20. SEVERABILITY

If any provision of this Contract is found invalid or unenforceable, the remainder of this Contract shall continue in full force and effect.

### ARTICLE 21. RESERVATION OF RIGHTS

A delay or failure in enforcing any right or remedy afforded hereunder shall not prejudice or operate to waive that right or remedy or any other right or remedy, whether of a similar or different character.

### ARTICLE 22. ENTIRE AGREEMENT AND AMENDMENTS

This Contract contains the entire agreement between the Parties concerning the subject matter of this Contract. This Contract replaces and supersedes any and all prior and current: (1) contracts, agreements, and representations, whether written or oral, concerning the subject matter of this Contract; (2) click-through agreements and shrink wrap license terms; and (3) Purchase Orders, invoices, shipping documents, form language, boilerplate language, and similar documentation, whether issued now or in the future. Modification or amendment of this Contract or any part of this Contract may be made only by a future written instrument executed by an authorized representative of each Party. In the case of Ameren: (1) only the individual holding the position of Director or a more senior officer at Ameren shall be considered to be an authorized representative of Ameren who is authorized to make modifications or amendments to this Contract; and (2) any and all other signatures and acts of any other Ameren employee or agent shall be null and void, having no force or effect to modify or amend this Contract in any respect. Notwithstanding any other contrary provision in this Contract, this Contract shall not be modified or amended in any respect as a result of any subsequent click-through agreements, shrink wrap license terms, Purchase Order terms, invoice terms, shipping document terms, form language, boilerplate language, or similar documentation.

### ARTICLE 23. NEGOTIATED TERMS

The provisions of this Contract are the result of negotiations between Ameren and Supplier. Accordingly, this Contract shall not be construed in favor of or against either Party by reason of the extent to which the Party or any of its professional advisors participated in its preparation.

### ARTICLE 24. HEADINGS

The headings used in this Contract are intended for convenience only. They are not a part of the written understanding between the Parties, and they shall not affect the construction and interpretation of this Contract.

### ARTICLE 25. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement.

### ARTICLE 26. GOVERNING LAW/JURISDICTION

This Contract shall be governed by the laws of the State of Illinois, and shall be deemed to have been executed and performed in the State of Illinois. The Parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in the County of Peoria or the U.S. District Court, Central District of Illinois, for purposes of any suit arising hereunder instituted by any Party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE CONTRACT. Any Party hereto not domiciled in the State of Illinois expressly assents to extra-territorial service of process. The provisions of this Contract shall be interpreted where possible in a manner to sustain their legality and enforceability. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this Contract. The rights and remedies specifically stated herein shall be in addition to and not a limitation of the rights and remedies otherwise available either in equity or at law.

### ARTICLE 27. NOTICES

All notices, requests, and demands, other than routine communications under this Contract, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile (with a copy provided by another means specified in this Article 27), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or three (3) business days after the day of mailing, when mailed by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

In the case of Supplier to the address set forth in Ameren's Purchase Order, and, in the case of Ameren:

Ameren Services Company

1901 Chouteau Avenue

St. Louis, Missouri 63103

Attn: Sourcing Director

With a copy (which shall not constitute notice) to:

Ameren Services Company

Attn: General Counsel

Mail Code 1310

1901 Chouteau Avenue
St. Louis, MO 63103

Facsimile: (314) 554-4014

Either Party may from time to time change the individual(s) to receive notices under this paragraph and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

### ARTICLE 28. PERMITS AND COMPLIANCE WITH LAWS/SAFETY

1. Unless otherwise agreed, Supplier shall obtain, at its expense, all permits and licenses from governmental authorities and from private parties which are required in connection with an SOW and the performance of the obligations of Supplier under this Contract.
2. In the delivery of deliverables and performance of Services under the Contract, Supplier, on behalf of itself and any Subcontractor or approved entity, shall comply with all local, state, and federal laws, statutes, ordinances, rules, regulations, restrictions, standards, Executive Orders, and requirements of all governmental or regulatory authorities (collectively "Laws"), including, but not limited to, those relating to information security standards, environmental protection, non-discrimination in employment, and health and safety.
3. **Ameren is an equal opportunity employer and federal contractor or Subcontractor. Consequently, the Parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a), and that these Laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that Ameren and its contractors and suppliers take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**

D. Supplier’scompliance with Laws, as defined in Section 28(B), shall include, but not be limited to, the U.S. Department of Energy regulations on “Assistance to Foreign Atomic Energy Activities,” as codified at 10 C.F.R. Part 810 (“Part 810”), the Export Administration Regulations, as codified at 15 C.F.R. Parts 730 to 774 (“EAR”), and any other applicable U.S. export control laws and regulations (“U.S. Export Laws”), that prohibit, without first securing a license or authorization from the U.S. Government, the export or re-export, including the release within the U.S. to individuals who are Foreign Nationals (“Deemed Exports”), of certain restricted or controlled goods, technology, software, information, or data (collectively “Restricted Commodities”). For purposes of this Section 28(D), a Foreign National is an individual who is not: (a) a U.S. citizen, (b) a U.S. lawful permanent resident, or (c) a protected individual under the Immigration and Naturalization Act (8 U.S.C. 1324b (a) (3)).

E. During the Term, if Ameren determines that Services by employees of Supplier or its Subcontractors who are Foreign Nationals may result in access by such Foreign Nationals to Restricted Commodities, the export, re-export or Deemed Export of which require a license, authorization, or any prior approval (“Export License”) from an agency of the U.S. Government that requires an Export License with respect to specific Supplier Personnel or a group of Supplier Personnel, Ameren shall inform Supplier of such requirement and shall have the full discretion to either (i) obtain the Export License or to (ii) prohibit Supplier Personnel from performing Services, in which case Supplier agrees to provide Supplier Personnel with respect to which an Export License is not required to perform the Services.

F. In addition to its obligations under Section 3.2(a), Supplier warrants that it shall not re-transfer any Ameren Data outside of the U.S., without the prior written approval of Ameren, or to any Supplier Personnel who have not been identified to Ameren as performing the Services and have not been screened in accordance with Section 28(H).

G. Supplier represents and warrants that Supplier Personnel performing the Services are not included on the Specially Designated Nationals List (“SDN List”) maintained by the U.S. Department of Treasury’s Office of Foreign Asset Control (“OFAC”), the Denied Persons, Entity and Unverified Lists maintained by the U.S. Department of Commerce’s Bureau of Industry and Security (“BIS”), Non-proliferation Sanctions List maintained by the U.S. Department of State, and any other lists incorporated into the Consolidated Screening List maintained by the U.S. Government at Export.gov (“Denial Lists”). Further, Supplier represents and warrants that it is in compliance with, and shall not cause Ameren to violate, any requirements and regulations related to the Denial Lists. In the event of any breach of the foregoing warranty, this Contract shall be deemed void ab initio and Supplier shall refund Ameren any amounts paid hereunder and Ameren shall owe no further amounts to Supplier hereunder.

H. In order to assure compliance with Sections 28(E-G), Supplier shall provide Ameren with verification of Vendor’s compliance with this paragraph consisting of:

(i) Verification of the citizenship(s) held by Supplier Personnel performing the Services;

(ii) Certification that Supplier Personnel performing the Services are not citizens of Cuba, North Korea, Iran, Syria, or Sudan;

(iii) On an annual basis, evidence of completed screening of Supplier Personnel performing the Services against the Denial Lists. Results of the first screening against Denial Lists under this Contract shall be provided to Ameren within sixty (60) days of the Effective Date. Supplier shall also provide to Ameren the results of screening against the Denial Lists of any new Supplier Personnel to be assigned to perform the Services five (5) business days before such assignment; and

(iv) Any other relevant documentation that Ameren might reasonably request to ensure compliance with Sections 28(E-G), and Ameren’s own export compliance obligations.

### ARTICLE 29. AUDIT RIGHTS

A. Ameren and its representatives shall have the right to audit all activities performed under this Contract. Supplier will provide access to Supplier personnel, and to data and records, for the purpose of performing audits and inspections to verify: (i) the accuracy of Supplier's charges and invoices; and (ii) compliance with this Contract. Supplier will provide to such auditors and representatives such assistance, as they reasonably require, and shall not unreasonably restrict the scope of any such audit. Supplier will cooperate fully with Ameren and its representatives in connection with audit functions. If Ameren performs such audits via an independent audit firm, Ameren will take reasonable steps to ensure that the audit firm will protect the confidentiality of Supplier's proprietary information.

B. If an audit uncovers any overcharge, Supplier shall immediately refund such overcharge (net of any undercharges uncovered by the audit).

C. Supplier shall maintain and provide access upon request to records, documents, and other information required to meet Ameren's audit rights under this Contract until the later of: (i) three (3) years after expiration or termination of this Contract; or (ii) all pending matters relating to this Contract (e.g., disputes) are closed.

D. In addition, Supplier shall assist Ameren with respect to ensuring that all Subcontractors adhere to and comply with the same requirements herein.

E. During any audit, Ameren may apply statistical analysis for purposes of conducting the audit testing and for the quantification of errors identified in the audit. Errors that are isolated or singular events, which do not have the probability of recurring throughout the population, will not be extrapolated. Errors that have the probability of being recurrent events throughout the population may be extrapolated. At the close of the audit, Supplier will have the opportunity to review all findings presented by the audit team. Errors will be excluded from the extrapolation only after mutual consent of both Supplier and Ameren.

F. Supplier will participate in any review by Ameren or its designated agent of Supplier's personnel who have access to Ameren Data, systems, and/or networks.

### ARTICLE 30. RETENTION/DISCLOSURE

Notwithstanding any provision to the contrary, if Ameren or any Ameren Affiliate is required by order of an agency or court of competent jurisdiction to retain any information, program, documentation, manual, or the like for a given time after termination of its use, Ameren or such Ameren Affiliate shall have the right to do so. Moreover, nothing contained herein shall be construed to prohibit Ameren or any Ameren Affiliate from disclosures required or requested pursuant to law, including, without limitation, any regulatory agency or court of competent jurisdiction.

### ARTICLE 31. SUPPLIER CERTIFICATION AND VERIFICATION

**31.1 Proof of Compliance.**

Ameren reserves the right to request the following proof of compliance from Supplier: insurance certificates, licenses, business classifications, safety experience rates, training initiatives, quality information, environmental compliance, and other business data required by Ameren, as appropriate.  Ameren will use this consolidated and verified information to determine Supplier’s compliance with the terms and conditions of this Contract and Ameren's Corporate Supplier Certification Program, thereby qualifying Supplier to perform Services at an Ameren site, or a site owned by an Ameren Affiliate. A Certificate of Insurance shall be sent to Ameren directly and be approved, or be on file with the verification company (as provided in Article 12 and Section 31.2 below), prior to the issuance of a Purchase Order.

**31.2 Verification Company.**

Ameren reserves the right to require Supplier at its own cost and expense to submit to a third-party verification company such as Browz Group, LC., telephone number (888) 276-9952, to collect, verify and manage relevant documentation.

### ARTICLE 32. AMEREN CORPORATE COMPLIANCE POLICY DISCLOSURE REQUIREMENTS

Ameren and its Affiliates have adopted a Corporate Compliance Policy containing certain rules and principles which, among other things:

(a) generally prohibit any Director or employee from seeking or accepting, directly or indirectly, personal gain from any person soliciting or doing business with Ameren (other than for items of nominal or modest value);

(b) prohibit any Director or employee from knowingly accepting any gifts (even of a modest value) from third parties: (i) who are in negotiations to do business with Ameren, or (ii) if such employee is part of the sourcing team;

(c) require Directors and employees to disclose such person's (or an immediate family member's) investment in, or other business relationship with, any third party who does business with, or is in negotiations to do business with, Ameren or an Affiliate, except those investments or other business relationships which are immaterial to both the employee and the third party; and

(d) require the disclosure of a familial relationship between a Director, executive officer, or sourcing team employee and an employee or Director of a third party who does business with, or is in negotiations to do business with, Ameren.

Supplier agrees that it will report any known attempted or actual violations of the prohibitions contained in paragraphs (a) or (b) of this Article 32, at any time during the negotiation, execution, or performance of any agreement or other business arrangement between the Parties, to Ameren's ethics reporting service which can be reached by calling 1-866-294-5492. Supplier further agrees that it will provide notice to Ameren of any known business or familial relationships described in paragraphs (c) or (d) of this Article 32, whether currently existing or which develop during the negotiation, execution, or performance of any agreement or other business arrangement between the Parties.

### ARTICLE 33. COUNTERPARTS AND ADMISSIBILITY OF ELECTRONIC (PDF) COPIES

This Contract may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete, original Contract. An electronic PDF or facsimile copyof the executed Contract or counterpart shall be deemed, and shall have the same legal force and effect as an original document. Any Purchase Orders or SOWs shall obligate Supplier to perform the Services identified therein.

### ARTICLE 34. SURVIVAL

Supplier’s obligations under the provisions of this Contract, which by their nature are continuing obligations, shall survive any expiration, cancellation, or termination of this Contract, such provisions to include without limitation: Article 3 (The Services); Article 5 (Payment); Article 6 (Delivery and Acceptance); Article 7 (Security); Article 9 (Confidentiality); Article 10 (Indemnity); Article 11 (Representations and Warranties); Article 12 (Insurance); Article 26 (Governing Law/Jurisdiction); Article 28 (Permits and Compliance with Laws/Safety) and Article 30 (Retention/Disclosure).

 IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the date first above written.

|  |  |
| --- | --- |
| **RFQ Supplier**Signed: Name: Title:  | **Ameren Illinois Company (individually, and as agent for )** Signed: Name: Title:  |

**SCHEDULE A
Statement of Work Template**



**Statement Of Work (SOW)**

|  |  |  |
| --- | --- | --- |
| DOCUMENT NUMBER: | ORIGINAL DATE: | REVISION DATE: |
|  |  |  |
|  |
| CONTRACT: | CONTRACT DATE: | RELEASE/REVISION: |
|  | Company Name: |  |
|  |
|  |

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1. **Overview**
	1. **Contractual Obligations**

This document and its attachments comprise Statement of Work Number ­­­­­\_\_\_\_\_\_\_\_\_ (this "SOW") under the \_\_\_\_\_\_\_("Contract") made as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , [a partnership] [a limited liability company] [a corporation] of the State of \_\_\_\_\_\_\_\_\_\_\_\_ ("Supplier"), and AMEREN SERVICES COMPANY, 1901 Chouteau Avenue, St. Louis, Missouri 63103 ("Company") individually, and as agent for each Ameren Affiliate as defined therein ("Ameren”). Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Contract. Order of Precedence, in the event of any conflict between this Contract and a Statement of Work the provisions of the Contract shall prevail unless specifically stated in the Statement of Work.

* 1. **Project Description**

The PROJECT (Please include Project number and or name here if applicable) consists of (DESCRIBE the Project)

###  Scope Statement

This Statement of Work (SOW) establishes the Supplier's effort required for (Describe the Scope of the Engagement)

* 1. **Implementation of Changes**

During the Period of Performance of this SOW when any reviews or meetings are held or decisions are reached which require changes to the PO (including prices) the identified changes to the SOW shall be the subject of separate negotiations. Only the Ameren Sourcing Agent can implement such agreements. The Supplier shall be responsible for notifying the Ameren Sourcing Agent in writing when decisions reached during a review or meeting are considered a change in scope.

* 1. **Corrective Action Responsibilities**

The Supplier shall correct any deficiencies or errors and omissions in the Services and Deliverables at the Supplier’s cost in order that the Deliverables will meet the Acceptance Criteria.

* 1. **Responsibility in Subcontracting**

The Supplier shall take the necessary measures to assure conformance with the requirements defined herein. The Supplier shall maintain the responsibility for the performance and quality of the scope subcontracted work and the sub-tier supplier purchased products or services.

* 1. **Ameren Access to Supplier Facilities**

Ameren personnel shall be granted access to the Supplier’s facilities, as required, in the performance of this SOW. Ameren will notify the Supplier prior to the visit.

#  APPLICABLE DOCUMENTS

The following documents of the exact date and issue shown form a part of this SOW and are appropriate to the specific application of the document within the context of its reference in this SOW.

**Ameren Documents**

|  |  |  |
| --- | --- | --- |
| **NUMBER** | **TITLE** | **Reference** |
|  |  |  |

## **Industry Standards and Practices**

###  (Insert any flows here)

1. **Supplier Requirements**

The Supplier shall develop, produce:

Describe the work that the supplier will be performing.

* 1. **Inspection and Test (Use when required)**

The Supplier shall apply documented work and inspection instructions for purchasing, production, handling, packaging, and shipping to protect the quality of the products and to prevent loss, deterioration, degradation, or substitution of products.

* 1. **Ameren Request for Corrective Action**

The Supplier shall respond to requests from Ameren for corrective action within 10 calendar days of receipt of the request for corrective action. The Supplier shall provide the root cause and the corrective action taken to resolve the discrepancy. The Supplier’s responsibility for corrective action shall extend to its sub-tier sources when noted deficiency(s) require such action to secure resolution.

* 1. **Integration Support (Use when required)**

The Supplier shall provide initial on-site integration support. (Insert what the scope of the integration support) On-site support shall be no more than XX days after the in service date. The Supplier shall provide on-call technical support during Ameren’s integration phase.

1. **Project Management**

Close liaison between the Supplier and Ameren will be necessary throughout the period of performance of the SOW so that work can be completed on schedule. The Supplier shall communicate with Ameren to exchange technical comments, coordinate data or schedules, and perform necessary technical liaison. The Supplier shall maximize the use of electronic communication tools, including telephone, videoconference, electronic data interchange & WebEx in order to facilitate such communication. The Supplier shall coordinate all such visits with Ameren to ensure the availability of requisite subject matter experts/or technical data.

* 1. **Project Execution**

The Supplier shall manage the program to ensure that all programmatic and delivery milestones are met, product quality and reliability standards remain high, and that delivered systems meet or exceed all performance requirements as defined in the Sourcing Specification.

* 1. **Project Team**

The Supplier shall assign a core Project Team which shall be led by a Project Manager with team responsibilities to lead the Supplier’s core team. The team will be comprised of (Insert any SME or other lead contact information here)

* 1. **Supplier Program Schedule**

The Supplier shall prepare and maintain an event-based program schedule, including detailed activities required for the performance of Supplier deliverables per this SOW. The Supplier shall identify key events leading up to the contract milestones in the schedule and shall identify critical paths for completion of each contract milestone and key event.

The Supplier shall provide the schedule to Ameren each month in a format agreed to by both the Supplier and the Ameren Project Team.

In the event that milestones/deliverables dates are not met the Supplier will need to work with the Company to provide a project recovery schedule.

Insert a Schedule or Timeline for the Work Here

1. **Deliverables and Acceptance**
	1. **Acceptance Criteria:**
	2. **Milestone/Deliverable Dates:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone/ Deliverable** | **Completion Date/Week** | **Payment Amount** | **Liquidated Damages** | **Acceptance Criteria** |
|  |  |  |  |  |

* 1. **Milestone Reviews**

The Supplier shall conduct periodic Phase Reviews and Readiness Reviews to ensure Milestones are reached. These reviews ensure that the project is on track and will meet content goals on time and within budget.

The Supplier shall notify Ameren when these reviews are conducted. Ameren may participate in these reviews at the Supplier’s facility, Ameren’s facility, or via WebEx/audio-conference or other mutually agreed-to location.

* 1. **Cost/Payment Schedules/Fees/ Rates:**

**(Insert a table with an Itemized list of Fees/cost)**

**Total Fees associated with this SOW are not to exceed $xxx,xxx.xx , unless agreed to in a mutually agreed to change order signed by both the Supplier and the Company.**

* + 1. **Travel Expense Guidelines**

Buyer will reimburse Supplier for the following travel expenses provided they are incurred in the performance of this Agreement and with Buyer’s prior approval:

(i) tolls, parking fees, taxis, buses or auto rentals fees for autos rented (receipts provided); (ii) personal automobile use under the applicable automobile allowance plan, excluding normal commutation (receipts provided); (iii) air transportation at the economy, tourist or coach class rate for the most direct route of a scheduled airline (receipts provided); (iv) Lodging per diem rates, as documented by the U.S. General Services Administration <http://gsa.gov/portal/content/104877> , currently set at $130 (including taxes) per day for St. Louis Region should not be exceeded (v) reasonable laundry charges if a trip extends beyond four (4) days (vi) Daily meals/expense Per diem rates, as documented by U.S. General Services Administration <http://gsa.gov/portal/content/104877> , currently set at $54 for the St. Louis Region should not be exceeded.

* + 1. **Liquidated Damages**

If the Supplier fails to meet a Milestone/Deliverable by the applicable Completion date, unless otherwise extended as provided here in, each milestone date shall trigger liquidated damages as defined in Section 5.2.

* 1. **Telephone Support (Use when required)**

The Supplier shall provide and maintain a customer support system such that technical supplier is available by telephone xx hours a day, xx days a week. The Supplier may provide on-site service or exchange upon request.

* 1. **Warranty (Use when required)**

The Supplier shall provide and honor a product warranty on all parts and labor in accordance with Supplier’s Product Warranty applicable to this SOW and PC.

**NOTE: A signed SOW is not an authorization to proceed with the Deliverables or Services. A Purchase Order must be provided prior to the commencement of any activities under this SOW.**

|  |  |  |  |
| --- | --- | --- | --- |
|

|  |  |
| --- | --- |
| **Insert supplier name**Signed: Name: Title: Date:  | **AMEREN SERVICES COMPANY (individually, and as agent for its Affiliates)** Signed: Name: Title:  Date:  |

 |  |

**Schedule B**

**Cybersecurity Terms and Conditions**

Article B1 General Cybersecurity Practices

1. Supplier shall maintain Security and Privacy related policies and procedures and upon request shall provide to Ameren a copy of the Supplier’s policies, procedures, evidence and independent audit report summaries that are part of a cyber security framework (e.g. ISO-27001, SOC2).
2. Ameren or its third-party designee may, but is not obligated to, perform audits and security tests of Supplier’s IT or systems environment and procedural controls to determine Supplier’s compliance with the system, network, data, and information security requirements of this Agreement. Ameren audits of the Supplier system shall be done with at least 30 days advance notice. These audits and tests may include coordinated security tests as mutually agreed to not unduly affect Supplier operations. These audits and tests may include coordinated security tests, interviews of relevant personnel, review of documentation, and technical inspection of systems and networks as they relate to the receipt, maintenance, use, retention, and authorized destruction of Ameren Data. Supplier shall provide all information reasonably requested by Ameren in connection with any such audits and shall provide reasonable access and assistance to Ameren upon request. Supplier will comply, within reasonable timeframes at its own cost and expense, with all reasonable recommendations that result from such inspections, tests, and audits. Ameren reserves the right to view, upon request, any original security reports that Supplier has undertaken or commissioned to assess Supplier’s own network security. If requested, copies of these reports will be sent via bonded courier to Ameren security contact. Supplier will notify Ameren of any such security reports or similar assessments once they have been completed. Any regulators of Ameren or its affiliates shall have the same rights of audit as described herein upon request.

Article B2 Access Revocation

1. Supplier will immediately notify Ameren within twenty four hour(s) in writing (no later than close of business on the same day as the day of termination or change set forth below)when:
	1. any Supplier personnel no longer requires such access in order to furnish the services or products provided by Supplier under this Contract,
	2. any Supplier personnel is terminated or suspended or his or her employment is otherwise ended,
	3. Supplier reasonably believes any Supplier personnel poses a threat to the safe working environment at or to any Ameren property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential data, and/or Ameren Data,
	4. there are any material adverse changes to any Supplier personnel’s background history, including, without limitation, any information not previously known or reported in his or her background report or record,
	5. any Supplier personnel loses his or her U.S. work authorization, or
	6. Supplier’s provision of products and services to Ameren under this Contract is either completed or terminated, so that Ameren can discontinue electronic and/or physical access for such Supplier personnel.

Supplier will take all steps reasonably necessary to immediately revoke such Supplier personnel electronic and physical access to Ameren Data as well as Ameren property, systems, or networks, including, but not limited to, removing and securing individual credentials and access badges, multifactor security tokens, and laptops, as applicable. Further, for such revoked Contractor personnel, Supplier will return to Ameren any Ameren-issued property including, but not limited to, Ameren photo ID badges, keys, parking passes, documents, or electronic equipment in the possession of such Supplier personnel. Supplier will notify Ameren once access to Ameren Data as well as Ameren property, systems, and networks has been removed.