



Florida Public Utilities  
 Attn: Clint Brown  
 780 Amelia Island Pkwy  
 Fernandina Beach, FL  
[cbrown@fpuc.com](mailto:cbrown@fpuc.com)

Valid through 12/31/2018

### Storm Rates 2018

<b>RATE SCHEDULE</b>			
	<b>STRAIGHT TIME</b>	<b>OVERTIME</b>	<b>DOUBLE TIME &amp; HOLIDAY</b>
<b>LABOR PRICES</b>	<b>RATE PER HOUR</b>	<b>RATE PER HOUR</b>	<b>RATE PER HOUR</b>
SAFETY SUPERVISOR	\$ 99.12	\$ 117.68	\$ 139.67
SUPERINTENDENT	\$ 120.82	\$ 149.09	\$ 177.37
GENERAL FOREMAN	\$ 95.69	\$ 117.68	\$ 139.67
FOREMAN	\$ 83.12	\$ 101.97	\$ 120.82
LINEMAN	\$ 78.09	\$ 95.69	\$ 113.28
APPRENTICE LINEMAN	\$ 68.04	\$ 83.12	\$ 98.20
EQUIPMENT OPERATOR	\$ 60.50	\$ 73.70	\$ 86.89
TRUCK DRIVER	\$ 60.50	\$ 73.70	\$ 86.89
GROUNDMAN	\$ 42.91	\$ 51.71	\$ 60.50
MECHANIC	\$ 68.04	\$ 83.12	\$ 98.20

RATES ARE BILLED PORTAL TO PORTAL INCLUDING MOBILIZATION AND DEMOBILIZATION.

PRICE DOES NOT INCLUDE FOOD, LODGING, LAUNDRY OR TAXES IF TAXES ARE APPLICABLE.

IF MEALS ARE PROVIDED BY CHAIN, THEY WILL BE BILLED AT: DINNER \$25, LUNCH \$15, B'FAST \$10 PER PERSON

IF LODGING IS PROVIDED BY CHAIN, IT WILL BE BILLED AT \$75 PER PERSON PER NIGHT

IF LAUNDRY CHARGES ARE PAID BY CHAIN ELECTRIC COMPANY THEY WILL BE BILLED AT COST PLUS 10%.

RENTALS NOT INCLUDED IN THE ATTACHED EQUIPMENT RATES WILL BE BILLED AT COST PLUS 10%.

OVERTIME IS BILLED AFTER 40 HOURS FOR LABOR HAVE BEEN COMPLETED IN A WORK WEEK.

PAYPERIOD IS FROM MONDAY- SUNDAY.

MAJOR HOLIDAYS AND SUNDAYS WILL BE BILLED AT DOUBLE TIME RATE FOR LABOR.

MAJOR HOLIDAYS INCLUDE: NEW YEARS DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY,  
 AND CHRISTMAS DAY.



STORM RATES 2018

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
DIGGER TRUCK	\$ 42.00
TANDOM AXLE DERRICK 6060	\$ 61.20
TRACK DIGGER DERRICK	\$ 100.00
TRACK BUCKET	\$ 100.00
BUCKET TRUCK/MATERIAL HANDLER UP TO 55'	\$ 40.00
BUCKET TRUCK UP TO 55'	\$ 40.00
65' MH BUCKET TRUCK	\$ 46.20
75' MH BUCKET TRUCK	\$ 52.80
100' BUCKET TRUCK	\$ 71.72
MECHANIC TRUCK & EQUIPMENT TRAILER	\$ 32.34
PICKUP TRUCK	\$ 21.00
5 1/2 TON TRUCK	\$ 25.00
TRUCK WITH LOWBOY	\$ 100.00
NATIONAL 900a CRANE TRUCK 26 TON	\$ 57.00
NATIONAL 1100 CRANE TRUCK 28 TON	\$ 72.00
NATIONAL 1400 CRANE TRUCK 33 TON	\$ 91.00
DOZER UP TO D-5	\$ 57.75
SKIDDER	\$ 57.75
BACKHOE	\$ 28.88
TRENCHER	\$ 28.88
SKID STEERLOADER	\$ 34.65
BACKYARD BUGGY	\$ 39.85
TRACTOR WITH BOX BLADE	\$ 17.33
MINI EXCAVATOR	\$ 28.88
4-WHEELER / ATV	\$ 11.55
ARGO / UTV	\$ 17.33
FOUR DRUM PULLER	\$ 28.88
BULL WHEEL TENSIONER	\$ 23.10
AIR COMPRESSOR	\$ 11.55
HIGH PRESSURE WASHER	\$ 9.24
GENERATOR 5 KW	\$ 9.24
POLE TRAILER	\$ 9.24
MATERIAL TRAILER	\$ 9.24
MUD VACCUM	\$ 23.10
TEXOMA PRESSURE DIGGER UP TO TEXOMA 600	\$ 150.00



STORM RATES 2018

EMERGENCY CONTACT NUMBERS:

LAURENCE TOWNSEND  
VP-EASTERN DIVISION-DISTIRBUTION

OFFICE NUMBER	601-475-3818
CELL NUMBER	601-466-3866
FAX NUMBER	601-584-8320
E-MAIL ADDRESS	<a href="mailto:ltownsend@bchain.com">ltownsend@bchain.com</a>

JEREMY CARDY  
DIRECTOR OF ESTIMATING & PM

OFFICE NUMBER	601-475-3844
CELL NUMBER	318-349-6891
FAX NUMBER	601-584-8320
E-MAIL ADDRESS	<a href="mailto:jcardy@bchain.com">jcardy@bchain.com</a>



STORM RATES 2018

<b>MARSH EQUIPMENT</b>	
4- ENGINE AIR BOAT W/CRANE 16'X45' W/OPERATER AND DECKHAND EXCLUDING FUEL AND LUBE	\$500.00/HR
2- ENGINE AIR BOAT W/CRANE 15'X26' W/OPERATER EXCLUDING FUEL AND LUBE	\$380.00/HR
1-ENGINE AIR BOAT 8'X17' W/OPERATER EXCLUDING FUEL AND LUBE	\$120.00/HR
300 HP SCULLY FLAT WORK BOAT 8'X26' W/OPERATER EXCLUDING FUEL	\$120.00/HR
500 HP PONTROOM BOAT 10'X40' W/OPERATOR EXCLUDING FUEL	\$300.00/HR
60 HP 4'X16' FLAT W/OPERATOR EXCLUDING FUEL	\$80.00/HR
BARGE 12'X18'	\$20.00/HR
BARGE 8'X24' W/40 HP ENGINE W/OPERATER EXCLUDING FUEL	\$80.00/HR
DERRICK MARSH BUGGY W/OPERATER EXCLUDING FUEL	COST PLUS 15%
BUCKET MARSH BUGGY W/OPERATER EXCLUDING FUEL	COST PLUS 15%
<p style="color: red;">ALL 2-4 ENGINE AIR BOATS WILL NEED TWO OTHER BOATS FOR SUPPORT. THESE PRICES DOES NOT INCLUDE TRUCKS FOR HAULING THIS EQUIPMENT. PLEASE REFER BACK TO EQUIPMENT RATES.</p>	
<p><b>PRICING FOR MEN AND EQUIPMENT IS FROM PORT TO PORT</b></p>	
<p><b>PRICE DOES NOT INCLUDE TAXES IF TAXES ARE APPLICABLE.</b></p>	
<p><b>PRICES DO NOT INCLUDE DOT PERMITS FOR HAULING ACROSS STATES</b></p>	
<p><b>WE REQUEST LETTER FROM GOVENOR DECLARING STATE OF EMERGENCY</b></p>	

## Spikes, Henry

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**From:** Jeremy Cardy <jcardy@bchain.com>  
**Sent:** Wednesday, October 10, 2018 12:27 PM  
**To:** Brown, Clint  
**Subject:** RE: Chain Electric Rates for Hurricane Michael

Thanks Clint. I will get the roster on the additional crew (it's only one by the way) to you asap.

Jeremy Cardy  
Estimating & Project Mgt.  
Chain Electric Company  
1308 West Pine Street  
Hattiesburg, MS 39401  
O: 601.475.3844  
C: 318.349.6891  
jcardy@bchain.com  
~ Proven Power ~

-----Original Message-----

From: Brown, Clint <cbrown@chpk.com>  
Sent: Wednesday, October 10, 2018 11:18 AM  
To: Jeremy Cardy <jcardy@bchain.com>  
Subject: Re: Chain Electric Rates for Hurricane Michael

Hi Jeremy, I approve the rates. Also we will take the other 2 crews if they are still available Thank you Clint

Sent from my iPhone

On Oct 10, 2018, at 10:37 AM, Jeremy Cardy <jcardy@bchain.com<mailto:jcardy@bchain.com>> wrote:

Clint,  
I've attached Chain Electric's storm rates. Please reply upon your review and acceptance.

Also as I mentioned earlier, let me know if you will be able to handle the additional 4-man crew that I offered this morning. Let me know if you need anything further. Thank you

Jeremy Cardy  
Estimating & Project Mgt.  
Chain Electric Company  
1308 West Pine Street  
Hattiesburg, MS 39401  
O: 601.475.3844  
C: 318.349.6891  
jcardy@bchain.com<mailto:jcardy@bchain.com>  
~ Proven Power ~

<FPU Storm Rates 10-10-18.pdf>

## Welch, Kathy

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**From:** Spikes, Henry  
**Sent:** Monday, September 09, 2019 12:05 PM  
**To:** Welch, Kathy  
**Cc:** Shelley, Buddy (Drane); Spikes, Henry  
**Subject:** RE: Contracts  
**Attachments:** corpsscanner@chpk.com\_20190909\_103806.pdf

Kathy –

Attached are the storm rates for Chain Electric and Clint's email approval of these rates.

Thanks.

**Henry Spikes**   
*Sr Business Planning Analyst*

Florida Public Utilities Company  
1750 S. 14th Street, Suite 200  
Fernandina Beach, FL 32034

Office: 904-530-7066  
Mobile: 904-720-6572  
Email: [hspikes@chpk.com](mailto:hspikes@chpk.com)

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**From:** Welch, Kathy  
**Sent:** Monday, September 09, 2019 11:12 AM  
**To:** Spikes, Henry <[hspikes@chpk.com](mailto:hspikes@chpk.com)>; Shelley, Buddy (Drane) <[dshelley@chpk.com](mailto:dshelley@chpk.com)>  
**Subject:** RE: Contracts

I am missing ABC Tree, ARC, Bluelake, Chain, Enco, and TECO.

Buddy,  
Did you ever get into Clint's computer to see if he had these?

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**From:** Spikes, Henry  
**Sent:** Monday, September 09, 2019 11:02 AM  
**To:** Welch, Kathy <[kawelch@chpk.com](mailto:kawelch@chpk.com)>; Adams, Bill <[badams@chpk.com](mailto:badams@chpk.com)>  
**Cc:** Shelley, Buddy (Drane) <[dshelley@chpk.com](mailto:dshelley@chpk.com)>; Napier, Michelle <[Michelle.Napier@chpk.com](mailto:Michelle.Napier@chpk.com)>; Cutshaw, Mark <[mcutshaw@chpk.com](mailto:mcutshaw@chpk.com)>; Spikes, Henry <[hspikes@chpk.com](mailto:hspikes@chpk.com)>  
**Subject:** RE: Contracts

Kathy –

Attached are three additional contracts I received from Buddy. And, Mark just emailed the Enercon contract.

We are still in need of the following contracts: ABC Tree, ARC, Bluelake, ENCO, and TECO.

Bill –

Do you have the contract for Bluelake?

**Henry Spikes**   
*Sr Business Planning Analyst*

Florida Public Utilities Company  
1750 S. 14th Street, Suite 200  
Fernandina Beach, FL 32034

Office: 904-530-7066  
Mobile: 904-720-6572  
Email: [hspikes@chpk.com](mailto:hspikes@chpk.com)

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**From:** Welch, Kathy  
**Sent:** Monday, September 09, 2019 8:22 AM  
**To:** Shelley, Buddy (Drane) <[dshelley@chpk.com](mailto:dshelley@chpk.com)>; Spikes, Henry <[hspikes@chpk.com](mailto:hspikes@chpk.com)>; Napier, Michelle <[Michelle\\_Napier@chpk.com](mailto:Michelle_Napier@chpk.com)>  
**Subject:** RE: Contracts

I don't think I've received any contracts. Have to have them. Can someone research this please?

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**From:** Welch, Kathy  
**Sent:** Wednesday, September 04, 2019 8:23 AM  
**To:** Shelley, Buddy (Drane) <[dshelley@chpk.com](mailto:dshelley@chpk.com)>; Spikes, Henry <[hspikes@chpk.com](mailto:hspikes@chpk.com)>; Napier, Michelle <[Michelle\\_Napier@chpk.com](mailto:Michelle_Napier@chpk.com)>  
**Subject:** Contracts

The only contracts I have are Davey, Wolf, Chain Electric, FPL, Irby, Henkels and McCoy, and MDR. I still need ABC, ARC, Asplundh, Bluelake, ENCO, Enercon, Mastec, Pike, and Tampa Electric.

ARC

Arc American, Inc. Storm Rates

Labor Description	Hourly Labor Rate
Superintendent (ST)	\$ 114.24
Superintendent (OT)	\$ 162.21
Superintendent (DT)	\$ 210.18
General Foreman (ST)	\$ 112.24
General Foreman (OT)	\$ 160.21
General Foreman (DT)	\$ 208.18
Foreman (ST)	\$ 104.24
Foreman (OT)	\$ 148.21
Foreman(DT)	\$ 192.19
Senior Lineman / Line Tech A (ST) (Min 6 years experience)	\$ 96.24
Senior Lineman/ Line Tech A (OT)	\$ 136.22
Senior Lineman/ Line Tech A (DT)	\$ 176.19
Journeyman/ Line Tech B (ST) (Min 3 - 4 years experience)	\$ 84.26
Journeyman/ Line Tech B (OT)	\$ 118.24
Journeyman/ Line Tech B (DT)	\$ 152.22
Apprentice / Line Tech C (ST) (Min 1 year experience)	\$ 76.26
Apprentice/ Line Tech C (OT)	\$ 110.51
Apprentice/ Line Tech C (DT)	\$ 136.23
Apprentice Helper (ST) (< 1 year experience)	\$ 73.92
Apprentice Helper (OT)	\$ 102.25
Apprentice Helper (DT)	\$ 130.74
Equipment Operator (ST)	\$ 77.40
Equipment Operator (OT)	\$ 116.87
Equipment Operator (DT)	\$ 151.13
Driver / Groundman (ST)	\$ 66.75
Driver / Groundman (OT)	\$ 99.27
Driver/ Groundman (DT)	\$ 117.21
Mechanic (ST)	\$ 77.40
Mechanic (OT)	\$ 116.87
Mechanic (DT)	\$ 151.13
Safety Professional (ST)	\$ 104.24
Safety Professional (OT)	\$ 148.21
Safety Professional (DT)	\$ 192.19
<b>Equipment Descriptions:</b>	
Pick-up Truck	\$ 20.00
1 Ton Pickup	\$ 30.00
Flatbed Truck	\$ 35.00
Mechanic or Utility Bed Service Truck	\$ 45.00
Bucket or Material Handler Up To 55'	\$ 50.00
Bucket or Material Handler Up To 56' - 65'	\$ 60.00
Bucket or Material Handler > 65'	\$ 65.00
Bucket or Material Handler Tracked	\$ 70.00
Digger Derrick up to 50'	\$ 50.00
Digger Derrick > 50'	\$ 60.00
Digger Derrick Tracked	\$ 70.00
Pole Trailer	\$ 15.00
Material Trailer	\$ 15.00
Rope Rig (Puller)	\$ 55.00
4 Place Wire Cart	\$ 20.00
Mini Excavator	\$ 35.00
Rear Property Machine (Backyard Machine)	\$ 50.00
ATV (All-Terrain Vehicle)	\$ 15.00



ENCO

Call Center and Dispatch Services Support

Agreement Between

ENCO

&

Chesapeake Utilities Corporation

Dated April 16, 2018

## Call Center and Dispatch Services Support Agreement

This **Call Center and Dispatch Services Support Agreement** (this "Agreement ") dated as of April 16, 2018 (the "Effective Date") is entered into by and between Chesapeake Utilities Corporation, a Delaware corporation, and ENCO Utility Services ("ENCO") LLC, a California limited liability company. ENCO and CUC are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Chesapeake Utilities Corporation desires to obtain call center and dispatch services support for itself and its affiliates (Chesapeake Utilities Corporation and its affiliates are together referred herein to as "CUC") for its customers in Florida; and

**WHEREAS**, ENCO provides dispatch and call center services and support services related thereto; and

**WHEREAS**, the Parties desire to have ENCO provide such services to CUC;

**NOW, THEREFORE**, in consideration of the foregoing, receipt and sufficiency of which are hereby acknowledged, and the terms and conditions set forth herein, Chesapeake Utilities Corporation and ENCO covenant and agree as follows:

### 1. SERVICES

1.1 ENCO shall provide call center and dispatch services (the "Services") to CUC as described in, and under the terms and conditions set forth in, this Agreement and Schedule A-1. ENCO call center and dispatch center shall be fully operational and capable of delivering the Services commencing April 17, 2018 (the "Go-Live Date").

1.2 ENCO shall perform the Services in reasonable compliance with: (i) all applicable Federal and State laws to which ENCO is required to adhere in its business generally, as such laws are amended or change from time to time, and (ii) CUC Regulatory Requirements as defined herein that are communicated to ENCO by CUC in writing and to which ENCO and or CUC become aware.

1.2.1 CUC Regulatory Requirements shall mean such state and federal utility, safety, privacy, credit evaluation, credit reporting, consumer protection, debt collection and payment processing (including regulations of credit card and debit associations and networks such as VISA, MasterCard, Discover) laws, rules and regulations as are applicable to CUCs' business.

### 2. CONTRACT TERM

This Agreement shall be effective as of the Effective Date and shall continue for an initial period of two (2) years after the Go-live Date, (the "Initial Term"), unless terminated earlier in accordance with this Agreement or otherwise amended by written agreement of both Parties. This Agreement shall automatically renew for additional two (2) year term (each a "Renewal Term ") by mutual agreement of the Parties in writing at least one hundred and twenty (120) days prior to the expiration of the Initial Term or current Renewal Term. ENCO and CUC shall mutually agree to any additional terms and conditions or fee changes applicable to each such Renewal Term. The Initial Term and any applicable Renewal Term shall collectively be defined as the "Term."

3. FEES, INVOICING & TERMS OF PAYMENT

3.1 Fees

3.1.1 CUC shall pay ENCO the fees set out in Schedule A-1.

3.1.2 Each Party shall be responsible for taxes imposed on its income, assets, capital and personnel. ENCO shall be responsible for any taxes imposed in respect of personnel provided by ENCO to perform the Services.

3.1.3 All charges, figures, billing and adjustment under this Agreement shall be stated in US dollars.

3.2 Invoices

3.2.1 CUC agrees to pay ENCO invoices within thirty (30) days of the date of the applicable invoice.

3.2.2 CUC will not be obligated to pay charges that are subject to good faith dispute during the period of the dispute and until time of resolution.

3.2.3 If it is determined by the Parties, acting reasonably, that CUC has been overcharged or undercharged through a billing error or any credits due, such credits, overcharge or undercharge can be deducted or added on a subsequent invoice.

4. PROPRIETARY RIGHTS & CONFIDENTIAL INFORMATION; PRIVACY & SECURITY; AUDITS

4.1 CUC Intellectual Property. Except to the extent set forth in this Section 4.1, CUC does not convey, nor does ENCO obtain, any right, title or interest in or to any CUC Intellectual Property. In a like manner, ENCO does not convey, nor does CUC obtain, any right, title or interest in or to any ENCO Intellectual Property. Subject to the obligations of confidentiality set forth in this Agreement, CUC hereby grants to ENCO a non-exclusive license to access, operate and use the CUC Intellectual Property, subject to the terms and conditions of this Agreement, solely to the extent required by ENCO to provide the Services during the Term of this Agreement. "Intellectual Property" shall mean (i) programs, systems, data, tools, methods, materials, processes, know-how, trade secrets or other intellectual property of CUC or ENCO, and related documentation, including any intellectual property used or provided by CUC or ENCO in connection with this Agreement; (ii) multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services; (iii) any modifications, improvement, enhancements, new versions or derivative works of any CUC or ENCO Intellectual Property developed by CUC or ENCO, their employees or contractors; and (iv) any inventions, discoveries, ideas, concepts, know-how, materials or techniques that are developed by CUC's or ENCO's employees or contractors.

4.2 Ownership of CUC Data. All CUC Data shall remain the sole and exclusive property of CUC. All CUC Data shall be deemed Confidential Information of CUC. CUC Data shall not be: (i) used by ENCO other than in connection with providing the Services, (ii) disclosed, sold, assigned, transferred, leased or otherwise provided to third parties by ENCO, or (iii) commercially exploited by or on behalf of ENCO, its employees or agents. "CUC Data" means: (i) PII, (ii) all data, materials, and information regarding CUC, its affiliates, contractors, suppliers, customers and/or their respective employees, (iii) all data, materials, and information that is provided to ENCO by CUC or on behalf of CUC, (iv) all data obtained or processed by ENCO in connection with this Agreement (including data and information that results from the manipulation of such data or information), or (v) all data entered, residing or stored in the equipment, hardware and/or software provided by ENCO or used or controlled by ENCO for providing Services ("ENCO Equipment"). "PII" shall mean information relating to any identifiable individuals, and such information shall include: (i) any information or data that can be used to identify or locate a person or entity or the activity, assets or health information of a person or entity, including, but not limited to, names, addresses, passwords, personal identification numbers, account numbers, credit card information, transactional information, security codes and passwords.

4.3 Privacy and Security. ENCO warrants that it and its employees have taken all reasonable measures consistent with good industry practice to ensure that the software or services provided as part of the Services do not include any degradation, known security vulnerabilities, or amount to a reportable breach of privacy or security under relevant privacy or security laws. ENCO acknowledges that as a result of this Agreement, ENCO shall obtain access to certain PII. ENCO shall comply with all applicable governmental, federal, state or municipal laws, rules and regulations that pertain to data protection and privacy that are applicable to IT service providers, protecting the confidentiality and privacy rights of CUC, its employees, customers, and suppliers. In addition, ENCO shall comply with all applicable privacy principles and policies relating to access, use, hosting, storage and protection of PII. Notwithstanding anything to the contrary set forth herein: (i) ENCO will not release any PII to any third party without the express prior written consent of CUC; and (ii) in no instance may any person other than ENCO's personnel providing Services have access to PII, and any such access shall be permitted only for the express purposes of enabling such personnel's performance of their authorized Service related obligations. ENCO agrees to implement and maintain commercially reasonable procedures, processes, programs and plans designed to protect PII against any reasonably foreseeable or anticipated threats or hazards to its security or integrity and to guard against the unauthorized access or use or destruction, or alteration of PII that could result in substantial harm or inconvenience to any CUC customer. A data security program shall be implemented by ENCO to protect PII. Such data security program shall at a minimum integrate commercially reasonable physical and environmental security and safeguards for each of the ENCO Facilities (as defined in Section 4.5 hereof), and technology-based security measures, policies, procedures and practices, and ongoing education and awareness designed to protect the security of PII. ENCO's data security program shall meet the standards communicated to ENCO by CUC in writing, and shall be at least as stringent as with the

standards used by ENCO to protect its own proprietary and/or confidential information against any unauthorized access, use and/or destruction. ENCO's data security program shall include the utilization of software that, at a minimum: (i) requires all users to enter a user identification number and password prior to gaining access to any CUC Data, systems and software (including the software hosted by ENCO); (ii) controls and tracks the addition and deletion of users and access to such CUC Data, systems and software (including the software hosted by ENCO); and (iii) controls user access to areas and features of CUC Data, systems and software (including the Software). "Software" means the current version of the ECIS/OMS software used by CUC and all Updates. "Updates" shall mean all corrections, bug fixes, modifications and improvements to the Software made available by ENCO, including all modifications made to the Software to date on behalf of CUC and its Affiliates.

4.4 SOC2 Type 1 and Type 2. ENCO and any of its subcontractors approved by CUC for purposes of providing Services will maintain, for each ENCO Facility from which any Services will be provided, SOC2 Type 1 and Type 2 Compliance audit and report documentation or its equivalent during the Term. The Parties acknowledge that the SOC2 Type 1 is the initial audit and report, and the initial SOC 2 Type 2 audit and report considers the following 6-month period after SOC2 Type 1 remediation. Thereafter SOC2 Type 2 audit and reporting is performed annually. The Parties acknowledge and agree that the audits and report being prepared for initiation of this Agreement are for the Hemet main service location and the ENCO headquarters facility. The Parties further agree that when ENCO's Florida call center is commissioned, it shall be audited and added to the ENCO report. ENCO's Florida facility will provide additional backup to the Hemet call center facility and provide additional disaster recovery capability.

4.5 Security Breaches. ENCO shall promptly inform, by using the e-mail addresses set forth in Section 8.9, the General Counsel of CUC and the Chief Financial Officer of CUC (but in any event within 8 hours of becoming aware of any security breach or suspected security breach) of any breaches: (i) in electronic or physical security or suspected breaches in electronic or physical security at any of the facilities from which Services will be performed ("ENCO Facilities") or involving any ENCO Equipment or any ENCO network of which ENCO becomes aware that have compromised or could compromise the Services and/or CUC Confidential Information or CUC Data in any way, including by compromising or potentially compromising the security of CUC's systems, or (ii) relating to unauthorized access, use, disclosure or loss of any PII ("Privacy Breach"). ENCO shall, within 24 hours of becoming aware of any Privacy Breach, commence with corrective actions to remediate any deficiencies in its security controls that are revealed and take steps to prevent any further non-compliance and breaches. After providing notice of the Privacy Breach to CUC as provided above, in the event ENCO's acts or omissions caused the Privacy Breach, or the Privacy Breach occurred with regard to PII that was then in the control or possession of ENCO, or resided on any ENCO Equipment, ENCO shall take the following additional actions: (a) identify to CUC, at no cost to CUC, the specific PII, by individual, that is or may be the subject of the Privacy Breach; (b) monitor any affected accounts for any unusual activity (if appropriate); (c) take measures to immediately control the incident and prevent further unauthorized access, use, disclosure, destruction or loss; (d) remedy the circumstances that permitted the Privacy Breach to

occur; and (e) cooperate with CUC (including by providing information) as reasonably necessary to facilitate any reporting obligations and compliance with any applicable privacy laws that are implicated as a result of the Privacy Breach. In the event of an incident caused by the negligent acts or omissions of ENCO that results in unauthorized access or acquisition of CUC Data, the following shall be considered direct damages: (a) out of pocket costs of providing notices to affected individuals, (b) out of pocket costs of providing required notice to governmental bodies or credit bureaus as required by applicable law, (c) out of pocket costs of complying with an investigation conducted by a governmental body, (d) credit monitoring for twelve months and credit restoration charges, and (e) fines, penalties damages, payments, financial assessments, interest, sanctions, and/or other remedies awarded or imposed by a court, required by applicable law, or imposed by any governmental authority or any self-regulatory entity. . Should ENCO services not be within compliance requirements and breach notification, ENCO will need to have a written remediation plan to correct noncompliance items within an agreed amount time between ENCO and CUC. Should ENCO not correct such noncompliance items by the designated timeframe, CUC shall have the right to terminate this Agreement for cause under Section 6.1 hereof. In addition, ENCO employees who support the CUC services/program shall provide proof of annual security training and/or undergo CUC provided security training as part of the security breach governance.

4.6 Definition of Confidential Information. For the purpose of this Agreement, CUC and ENCO agree that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other is referred to hereinafter as "Confidential Information." Confidential Information shall include, all materials, documents, data, technology, knowhow, processes, software, databases, trade secrets, contracts, proprietary information, CUC Data, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer information (for clarity including PII and sensitive personal information of the CUC's customers) and customer lists, whether received before or after the date hereof from the other Party. Confidential Information also includes information of any parent, subsidiary or affiliates of CUC.

4.7 Any information other than PII will not be deemed Confidential Information hereunder if such information:

4.7.1 is disclosed lawfully by a third party who has no obligation of confidentiality with respect to the disclosed information;

4.7.2 is independently developed by a Party without use of the other Party's Confidential Information;

4.7.3 is, or becomes, generally known to the public, other than by a breach by the recipient of any obligations hereunder; or

4.7.4 Is rightfully in the possession of the recipient prior to the disclosure hereunder as evidenced by written record of the recipient and provided that such Confidential Information is not the subject of a previous confidentiality agreement between the Parties.

4.8 Confidentiality.

4.8.1 Except as expressly provided below or with the other Party's prior written consent, ENCO agrees: (i) to hold all CUC Confidential Information of the other in confidence; (ii) not to disclose any CUC Confidential Information, other than to ENCO directors, officers, employees, affiliates, agents, or representatives (collectively, the "Representatives") who have a need to know such information in connection with the performance of Services; and (iii) not to use any such CUC Confidential Information for purposes other than in connection with performance of the Services. ENCO shall exercise at least the same care in preventing unauthorized disclosure or use of CUC Confidential Information that it takes to protect its own information of a similar nature, but in no event less than Reasonable Care. For purposes of this Section 4.8.1, "Reasonable Care" shall mean that level of care in preventing unauthorized disclosure an ordinarily prudent supplier of information technology and call center services would employ under like circumstances, and shall include: (a) informing the Representatives of the confidential nature of the CUC Confidential Information and the terms of this Agreement, directing them to comply with these terms, and obtaining their written acknowledgement that they have been so informed and directed, or having them sign a confidentiality agreement with similar terms and conditions, and (b) notifying CUC immediately upon discovery of any loss, unauthorized disclosure or use of CUC Confidential Information, or any other breach of this Article by ENCO, and assisting CUC in every reasonable way to regain possession of the Confidential Information and to prevent further unauthorized disclosure or use.

4.8.2 Notwithstanding anything herein to the contrary, ENCO may disclose CUC Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law; provided that, upon receiving any such request and to the extent that it may do so without violating any law, ENCO will, as promptly as possible and prior to such disclosure, advise CUC of such request in order that CUC may, at its own expense, interpose an objection to such disclosure, attempt to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the CUC Confidential Information or take such other action as it deems appropriate to protect the CUC Confidential information.

4.8.3 ENCO acknowledges that the CUC Confidential Information has tangible value and contains trade secrets and proprietary information of CUC and that CUC could suffer irreparable damage for which money damages will not be sufficient remedy in the event of a breach of any provision of this Agreement. CUC may be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of these confidentiality requirements.

#### 4.9 Audits.

For each calendar year during the Term, ENCO agrees to provide CUC with a copy of its SOC2 Type 1 or Type 2 report within thirty (30) days of ENCO's receipt of such report. It is understood that the SOC2 Type 1 report is the initial audit. The SOC2 Type 2 report is delivered 6 months after the initial report and then is performed annually thereafter. Such audit(s) and reports to be conducted by an unrelated public accounting firm or individuals certified to conduct a compliance audit for Services-related internal controls. If the report reveals that the Services provided by ENCO do not meet SOC2 Type 1 or Type 2 standards, then ENCO shall revise such Services as necessary to bring its operations into conformance with SOC2 Type 1 or Type 2 at no additional cost to CUC.

ENCO will also provide such internal or external auditors designated by CUC, at any time upon prior written notice, during normal business hours and at any time during the Term, or following the Term for a period of one (1) year after ENCO's final invoice for provision of the Services, with reasonable access during normal business hours: (i) any of the ENCO Facilities at which the Services are or were being performed on ten (10) hours' notice, (ii) to personnel, ENCO Equipment, systems and tools used in performance of Services, and (iii) to the relevant portions of the data and records maintained by ENCO with respect to the Services and compliance with the terms of this Agreement. ENCO may require such internal or external auditors designated by CUC to execute a confidentiality agreement with terms that are no more restrictive than those contained in this Agreement. Such access shall be provided for each such of the ENCO Facilities for the purpose of performing audits and inspections of ENCO as it relates to the Services (including any audits necessary to verify quality assurance, to enable verification of compliance with applicable laws, service levels, CUC security environment controls set forth in this Agreement and Schedule A-1) and for any reasonable business purpose, including confirming compliance with obligations set forth in this Agreement. If any audit results in ENCO being notified that ENCO is not in compliance with any terms or conditions of this Agreement, ENCO will promptly take actions to comply with such term(s) of this Agreement, and ENCO will bear the expense associated with returning to or coming into compliance. ENCO agrees to provide all reports, information, materials, records and documentation related to the Services and required to be maintained by ENCO under this Agreement as requested by CUC or its internal or external auditors within a reasonable time frame agreeable between ENCO and CUC. Should an audit find that the Services do not meet SOC2 Type 1 or Type 2 standards, ENCO shall, within thirty (30) days from the date of such findings, produce a written remediation plan, satisfactory to CUC, specifying how ENCO will correct such failures. Should ENCO not correct such failures by the timeframe designated in the remediation plan, CUC shall have the right to terminate this Agreement for cause under Section 6.1.

5. **SUBCONTRACTING AND THIRD PARTIES.** ENCO shall not use third parties or subcontractors in performing the Services without the written consent of CUC, and the use of third parties or subcontractors shall not alter or diminish ENCO's obligations hereunder.



## 6. TERMINATION

6.1 Termination for Cause. This Agreement may be terminated by either Party at any time upon written notice to the other Party that the other is in material breach of this Agreement and such breach is not corrected within ten (10) days of such notice (or a longer period if such default is not reasonably curable within such ten (10) day period). Notwithstanding anything herein to the contrary, this Agreement shall terminate immediately if, on the Go-Live Date, ENCO has not remediated, to the reasonable satisfaction of CUC, any deficiency identified in the SCO2 Type 1 Audit. Should the contract terminate for this cause, CUC will reimburse ENCO for 50% of the costs preparing the initial SOC2 Type 1 report.

6.2 Termination for Bankruptcy/Insolvency. If either Party (a) makes an assignment for the benefit of its creditors or is a party against whom a receiving order is made, (b) becomes insolvent; (c) initiates or becomes subject to any action or proceeding under any bankruptcy or insolvency legislation; (d) in connection with its liquidation, dissolution, winding-up or reorganization becomes subject to any action or proceeding for the appointment of a private or court-appointed receiver, trustee or similar officer in respect of a significant part of its property or assets; or (e) ceases or threatens to cease to carry on business, the other Party may, with written notice, immediately terminate this Agreement.

6.3 Termination for Failure to Pay by CUC. ENCO may terminate this Agreement upon ninety (90) days prior written notice in the event of any failure by CUC to make payment when due, except when CUC has disputed all or part of such payment, in good faith. If CUC pays all undisputed amounts that are past due within the ninety (90) day notice period, the notice of termination will be void and this Agreement will continue to be in effect.

6.4 Termination for Force Majeure Event. If the performance of any Services is delayed or interrupted for more than five (5) days because of a Force Majeure Event as defined in Section 8.4.2, and ENCO cannot provide a temporary alternative or cure reasonably acceptable to CUC, CUC may, at its option, either: (a) terminate the affected Services in its sole discretion and without liability, by written notice designating the date upon which termination will become effective; or (b) contract with a third party for substitute services and, by written notice to ENCO, suspend ENCO's performance of such portion of the Services for the duration of the Force Majeure Event or for such other period of time as determined by CUC in its sole discretion.

6.5 Termination for Convenience. After the Go-live Date, CUC may, in its sole discretion, upon one hundred-twenty (120) days prior written notice, terminate this Agreement for convenience at any time. After the initial 12 months from the Go-live Date, ENCO may, in its sole discretion, upon one hundred-twenty (120) days prior written notice, terminate this Agreement for convenience at any time. Should CUC terminate the agreement for convenience at any time during the first 12 months of the service, CUC shall repay ENCO 50% of the expenses incurred for the initialization of

the services in the amount of \$32,500.

6.6 No Abandonment, Suspension or Termination of Services. ENCO agrees that it shall not at any time during the Term, abandon, suspend or terminate the Services, except that ENCO shall have the right to terminate this Agreement pursuant to Section 6.1, Section 6.2, Section 6.3 or Section 6.5.

6.7 Payment upon Termination. Upon termination of this Agreement for any reason other than termination of this Agreement by CUC pursuant to Section 5.1 (for cause), CUC shall pay all undisputed amounts due and owing to ENCO for Services performed to the date of termination.

6.8 Return of Confidential Information.

6.8.1 Immediately upon either Party's request, at the expiration of the Term, or upon earlier termination of this Agreement, ENCO shall:

- (i) return all CUC Confidential Information, including, without limitation, all originals, copies, reproductions and summaries of CUC Confidential Information; and
- (ii) destroy all copies of CUC Confidential Information in its possession, power or control (including copies of CUC Confidential Information provided by ENCO to any third party), which are present on magnetic media, optical disk, volatile memory or other storage device, in a manner that assures the CUC Confidential Information is rendered unrecoverable, provided that ENCO shall not destroy any CUC Data until the expiration of the Termination Assistance Period or receipt of written request of destruction of such CUC Data from the CFO of CUC, whichever is earlier. "Termination Assistance Period" means the period commencing upon the expiration or termination of this Agreement and each Statement of Work and expiring six (6) months thereafter, as such period may be extended by the Parties.

6.8.2 Upon completion of those tasks in Subsection 6.8.1, an officer of ENCO shall, upon request, provide written confirmation to CUC that the requirements of this Section have been complied with.

6.9 Survival. The terms of Sections 4.1, 4.2, 4.3, 4.6, 4.8, 6.8, 6.9, 8.3, 8.5, 8.9, and 8.11 shall survive any termination or expiration of this Agreement.

## 7. CONTRACT & RELATIONSHIP MANAGEMENT

7.1 Program Managers. Each Party shall designate one or more program managers to oversee daily performance of the Services under this Agreement (each a "Program Manager"). The Parties will promptly notify the other Party of such appointment and any changes related thereto. Each Program Manager shall be deemed to have authority to issue, execute, grant or provide any approvals, requests, notices or other

communications required or requested by the other Party in connection with the Services. Except for matters falling within the ordinary course of call center and dispatch business, ENCO shall not contact any CUC personnel other than the Program Managers of CUC without obtaining CUC's prior written consent. ENCO will advise CUC as soon as possible and within five (5) business days of the transfer or reassignment of any Program Manager during the Term. CUC may request replacement or a change in ENCO Program Managers. If at any time, and for any reason, CUC asks ENCO to remove any Program Manager and/or any other ENCO personnel from performing any portion of the Services, ENCO will promptly remove such Program Manager or personnel from performing Services.

## 8. GENERAL PROVISIONS

8.1 Assignment. Neither Party has the right to assign this Agreement without the written consent of the other Party; which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party has the right to assign this Agreement to an affiliate of such Party, to an entity which acquires all or substantially all of the assets of the assigning party or to any successor in a divestiture, merger or acquisition upon notice to the other Party.

8.2 Severability. If one or more of the provisions in this Agreement shall, for any reason, be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision of the Agreement which can be given effect without the unenforceable or invalid provision or provisions, and to such end the provisions of this Agreement are declared severable.

8.3 Indemnity. ENCO shall defend, indemnify, and hold harmless CUC, its officers, directors, employees, agents, successors and assigns against any claims, losses, damages, costs or expenses and other liabilities, including reasonable legal fees (hereinafter "Losses") arising from an act or omission of ENCO, its agents and/or subcontractors in connection with the performance of ENCO's duties under this Agreement. Notwithstanding the foregoing, ENCO shall have no indemnification obligations hereunder to the extent such Losses arise out of ENCO's performance of its duties hereunder in full compliance with the terms and conditions of this Agreement and Schedule A-1 hereto, unless such losses are caused by the gross negligence and willful misconduct of ENCO, its agents and/or subcontractors. ENCO's liability shall be limited to direct out of pocket costs and shall not exceed the liability limits of the insurance as described in Section 8.15.

8.4 Business Continuity; Force Majeure.

8.4.1 ENCO shall maintain a business continuity and disaster recovery plan at all ENCO Facilities ("Business Continuity and Disaster Recovery Plans") that is satisfactory to CUC. In the event of any disaster or Force Majeure Event,

ENCO will implement the Business Continuity and Disaster Recovery and will restore any Services that were affected by such disaster or Force Majeure Event in accordance therewith. The Business Continuity and Disaster Recovery Plans shall comply with all requirements set forth in Schedule A-1 and shall not be altered without CUC's prior written consent. The Business Continuity and Disaster Recovery Plans shall be presented by ENCO to CUC at least annually during the Term and shall be documented implemented and tested annually by ENCO.

8.4.2 To the extent that a Party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder, where such disability arises by reason of flood, war, fire, earthquake, explosion or other natural catastrophe or act of God, acts of war, terrorism, threats of terrorism, riots, civil disorders, rebellions or revolutions, strikes, work stoppages, quarantines, embargoes and other similar governmental action, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"); unless otherwise provided herein, such Party will be temporarily excused from obligations as a result and to the extent so prevented until the abatement of such Force Majeure Event. The Term of this Agreement will not be extended by the period of duration of the Force Majeure Event. Notice of any such disability and any abatement will be forthwith given to the other Party by the Party claiming same. Both Parties shall make reasonable efforts to minimize the frequency severity, and duration of Force Majeure Events. A Force Majeure Event shall not relieve ENCO of its obligations to the extent that the proper implementation of the Business Continuity and Disaster Recovery Plans would have enabled ENCO to continue performance hereunder in a timely manner. Upon the occurrence of a Force Majeure Event, ENCO shall implement promptly the appropriate Business Continuity and Disaster Recovery Plans and provide disaster recovery services as described in the Business Continuity and Disaster Recovery Plan. The occurrence of a Force Majeure Event shall not excuse ENCO from having in place reasonable safeguarding plans adequate for protecting Confidential Information of CUC and ensuring continuation of Call Center and Dispatching Services. If ENCO fails to provide some or all of the Services in accordance with this Agreement or any Schedule hereunder, due to the occurrence of a Force Majeure Event, the charges shall be adjusted in a manner such that CUC is not responsible for the payment of any charges for Services that ENCO fails to so provide in accordance with this Agreement during any Force Majeure Event.

8.5 Waiver. The failure of either Party to insist in one or more instances upon strict performance of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or relinquishment for the future, and such covenant shall remain and continue in full force and effect. Any waiver shall be effective only if made in writing and executed by the waiving Party. A waiver or breach or default under the Agreement shall not be a waiver of any other subsequent default. Failure of either Party to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition.

8.6 Mutual Representations. Each Party represents and warrants that, as of the Effective Date:

8.6.1 it is a legal entity duly incorporated or formed, as the case may be, validly existing and in good standing under the laws of the province in which it is was incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement.

8.6.2 it has all the necessary power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action s on its part.

8.6.3 this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and

8.6.4 it is not a party to, and is not bound or affected by or subject to, any instrument, Agreement, charter, or bylaw provision, law, rule, regulation, judgment or order that would be contravened or breached as a result of the execution of this Agreement, or consummation of the transactions contemplated by this Agreement.

8.7 ENCO's Warranties. ENCO represents and warrants that all Services shall be rendered with promptness, due care, skill and diligence; Services shall be performed in a professional and workmanlike manner in accordance with the industry standards and meeting the applicable service levels set forth in Schedule A-1; (iii) Services shall be performed using qualified individuals with suitable training, education experience, know-how, competence and skill to perform the Services; (iv) ENCO shall ensure that the Services and ENCO equipment shall not cause the direct loss, destruction, deletion, or alteration of any CUC Data and/or Software. To the extent that the loss, destruction, deletion, or alteration of any such CUC Data and/or Software is caused by ENCO, its agents, subcontractors and/or their personnel, ENCO shall immediately provide notice to CUC after becoming aware of such occurrence and ENCO shall be responsible, at its sole cost and expense, for the restoration of such CUC Data and Software, in a timely manner, from the most recently available backup copy of such data and Software, unless otherwise directed by CUC.

8.8 [Reserved]

8.9 Notices. Notices required or authorized to be given hereunder shall be deemed sufficiently given if in writing and sent by registered mail or courier to the address of the Party set forth below or by facsimile to the fax number of a party set forth below, and if so mailed shall be deemed to have been received by the other Party on the fifth business day following the date of mailing (excluding periods during which strikes or other occurrences interfere with normal mail service), or if sent by a courier,

guaranteeing overnight delivery, the notice will be deemed to have been received on the next business day following dispatch.

If to ENCO:

ENCO Utility Services, LLC  
8141 E. Kaiser Blvd.,  
Suite 212  
Anaheim, CA 92808  
Attn: SVP, Customer Services  
Fax: 951.257.0316

With a copy to:

ENCO Utility Services, LLC  
Attention: Ruby Irigoyen  
380 N. San Jacinto St.  
Hemet, CA 92543

If to CUC:

Chesapeake Utilities Corporation  
909 Silver Lake Boulevard  
Dover, Delaware 19904  
Attn: Chief Financial Officer  
Fax: 302.734.6750

With a copy to:

Chesapeake Utilities Corporation  
909 Silver Lake Boulevard  
Dover, Delaware 19904  
Attn: General Counsel  
Fax: 302.734.6750

8.10 Governing Law & Jurisdiction. This Agreement and performance under it shall be governed by and construed in accordance with the laws of the State of Delaware, without the application of its conflict of law's provisions. The Parties agree that all actions or proceedings arising in connection with enforcing the arbitration provisions of this Agreement shall be tried and litigated exclusively in the state courts of the State of Delaware.

8.11 Personnel and Subcontractors. ENCO shall not have the right to subcontract any of its responsibilities under this Agreement without obtaining prior written approval of the CUC. The rights and licenses granted to ENCO hereunder shall be deemed to include the grant of such rights or licenses to the approved subcontractors, subject to the provisions of this Agreement. ENCO shall be solely liable and responsible for any and all payments and other compensation to, and the performance of, all subcontractors and their officers, employees, agents, and independent contractors.

8.12 Independent Contractor. ENCO is an "independent contractor" and is not an agent, servant or employee of CUC. ENCO acknowledges that it shall have no right to any CUC employee benefits, including without limitation, savings plans, life, accident and disability insurance, medical and dental plans and performance plans. ENCO acknowledges that CUC does not have any obligation to provide additional work under or to provide employment to any of its personnel. Except as otherwise expressly provided herein, neither Party will have any right, power or authority, express or implied, to assume or create any obligation of any kind on behalf of the other Party, to make any representation or warranty on behalf of the other Party, or to bind the other Party in any respect whatsoever.

8.13 Employment Status; Salaries and Benefits. As between ENCO and CUC, no ENCO personnel performing the Services under this Agreement shall be the employee of CUC. ENCO shall be solely responsible for hiring, termination, discipline, testing and training, performance evaluations, resolving complaints or grievances of all ENCO personnel, maintaining personnel and payroll records, and compensation, including distributing paychecks. ENCO shall be solely responsible for payment and reporting of all compensation, salaries, benefits, and employer taxes relating to ENCO personnel (including making all withholdings from the pay of the ENCO personnel and paying to the appropriate governmental agencies all amounts that ENCO is required to withhold and pay as an employer, including payment of FICA and FUTA and all applicable federal, state and local taxes, and including workers' compensation and disability). ENCO shall provide, at ENCO's sole expense, any reasonable accommodations needed to permit qualified ENCO personnel to perform the essential functions of any assignment. For Services performed in the United States, ENCO shall furnish CUC with only ENCO employees or agents who are authorized to work in the United States. Consistent with federal immigration laws, ENCO shall be responsible for and shall ensure that any legally-required verification of employment eligibility (to include drug screening agreed upon by ENCO and CUC) and identity are performed.

8.14 Access. CUC will provide ENCO such access to its information, materials, files, equipment and qualified personnel, as reasonably necessary for the performance by

ENCO of the Services. ENCO will and shall cause all of its personnel, while performing any Services, or accessing any CUC System, software development environment or computer network used in the operation of CUC's business to comply with CUC's then-current standards, policies, rules and regulations regarding personal and professional conduct, including any policies relating to remote access. ENCO assumes responsibility and shall remain liable for all acts and omissions of its personnel in the performance of the Services.

- 8.15 Insurance. During the Term of this Agreement and during the Termination Transition Assistance period, ENCO shall maintain the following insurance coverages: (a) Commercial General Liability Insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and Excess Liability/Umbrella Liability of five million dollars (\$5,000,000) for each occurrence and in the aggregate; (b) Worker's Compensation insurance in accordance with the statutory requirements of each state in which the Services are to be performed; and (c) Professional Liability and Cyber Liability insurance covering liability for loss or damage caused by, arising out of, or resulting from: (i) an act, error, omission, or negligence by ENCO, (ii) data breaches, unauthorized access or use of any data or systems, wrongful disclosure, failure to safeguard such data or systems, identity theft, invasion of privacy, damage/loss/theft of data, degradation, and any other unauthorized access or use (including breach of privacy and failure to protect or wrongful disclosure of CUC Confidential Information); and (iii) liability arising out of or in connection with the performance of the Services, including libel, slander, defamation, violation of right to privacy, and infliction of emotional distress; with limits not less than two million Dollars (\$2,000,000) for Professional Liability Insurance and five million Dollars (\$5,000,000) for Cyber Liability Insurance in the aggregate. Valid insurance certificate(s) of coverage disclosing CUC as an additional insured under ENCO's insurance coverages, and endorsements meeting CUC's Insurance Requirements for Contractors, are required to be on file with CUC prior to any payment issuance. ENCO will provide not less than thirty (30) days written notice to CUC prior to any modification, cancellation, or non-renewal of the policies and coverages described herein. With the exception of Worker's Compensation Insurance which in this case falls under the State of California fund, each such policy shall be written with an admitted or approved Excess & Surplus Lines insurance company with an A.M. Best's financial strength rating of no less than "A-" (Excellent) or better. Notwithstanding anything to the contrary, ENCO's cumulative liability to CUC under this Agreement, whether in the Agreement, tort, or otherwise, shall not exceed applicable insurance limits as set forth in this section. .

8.16 Remedies Cumulative. Notwithstanding any other provision of this Agreement, and unless otherwise expressly stated herein, all rights and remedies of either Party are in addition to such Party's other rights and remedies and are cumulative, not alternative.

8.17 Contract Amendments. This Agreement, including Schedule A-1 hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants,



commitments or undertakings other than those expressly set forth in this Agreement and Schedule A-1. This Agreement supersedes all other agreements, representations, warranties, promises, covenants, commitments or undertakings, whether written or oral, with respect to its subject matter. A reference to approval, authorization or consent in this Agreement means written approval, authorization or consent regardless of whether expressly so stated. Except as expressly provided otherwise in this Agreement, electronic communications are acceptable as a signed writing. In the event of any conflict between the terms of this Agreement and any schedules or Statements of Work, the terms of this Agreement shall govern. Notwithstanding any other term of this Agreement, any modification or amendment to any provisions of this Agreement (including any schedules) must be made in writing and signed by an authorized representative of each Party. Each Party will execute and deliver such further and other agreements, documents and instruments and do such further acts and things as are within its power and as may be necessary or desirable to fully implement or carry out the intent of this Agreement.

8.18 Counterparts. This Agreement may be signed in any number of counterparts or facsimile counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.


*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Call Center and Dispatch Services Support Agreement as of the Effective Date.

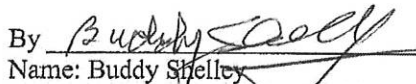
Chesapeake Utilities Corporation

ENCO

By   
Name: Norma Blevins  
Title: Director, Customer Care

By   
Name: Ruby Irigoyen  
Title: SVP, Customer Services

Chesapeake Utilities Corporation

By   
Name: Buddy Shelley  
Title: Director, Electric Operations