

Aclara – Corpus Christi

**AMENDMENT NO. 3
TO
MASTER AGREEMENT**

This Amendment No. 3 is entered into in duplicate effective as of the date last signed below by and between Aclara Technologies LLC (“Aclara”) and City of Corpus Christi (“Customer”).

WHEREAS, Aclara and Customer are parties to a certain Master Agreement made effective on October 22, 2013 as amended in Amendment No. 1 dated April 2, 2019 and Amendment 2 dated July 23, 2020, (hereinafter the “Agreement”); and

WHEREAS, Customer has requested and Aclara has agreed to license to Customer the Zonescan and Mobile Programmer software solutions; and

WHEREAS, the Parties desire to add the software solutions referenced above to the Software License Agreement attached to the Agreement as Exhibit C (“Software License Agreement”);

WHEREAS, the Parties desire to update Maintenance Agreement attached to the Agreement as Exhibit D (“Maintenance Agreement”) to reflect the change to the maintenance services associated with adding the new software licenses; and

WHEREAS, this Amendment modifies, alters or changes specific terms and conditions of the Agreement to reflect the changes in services being purchased;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter expressed the parties hereby agree as follows:

1. Revised Attachment A to the Software License Agreement attached hereto is hereby incorporated into the Software License Agreement and replaces the former Attachment A in its entirety; and
2. Section 1, Subsection Q of the Maintenance Agreement is hereby deleted and replaced with the following:

Q. “Renewal Period” means each one or more consecutive twelve (12) month periods following the Initial Term of this Agreement.

3. Section 2 of the Maintenance Agreement is hereby deleted and replaced with the following:

2. Term of Agreement. Subject to the termination provisions set forth below, Agreement shall become effective as the Effective Date. Maintenance and Hosted Services shall begin upon Delivery of the Hosted Solution and shall continue in full force and effect for an initial term of two (2) years (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall automatically renew for the Renewal Period unless earlier terminated by either Aclara or Customer as provided for this Agreement.

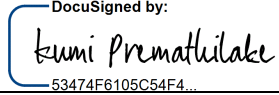
4. Revised Schedule D to the Maintenance Agreement attached hereto is hereby incorporated into the Maintenance Agreement and replaces the former Schedule D in its entirety.
5. Schedule G, Hosted Maintenance Services for Mobile Programmer and Zonescan attached hereto is hereby incorporated into the Maintenance Agreement.
6. Except as modified in this Amendment No. 3, the Agreement will remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the date last signed below.

Aclara Technologies LLC

City of Corpus Christi

DocuSigned by:

By 53474F6105C54F4...
Name Kumi Premathilake
Title DVP AMI & Services
Date 4/4/2023

By _____
Name _____
Title _____
Date _____

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**ATTACHMENT A
TO
EXHIBIT C, SOFTWARE LICENSE AGREEMENT**

I. ACLARAONE® SOFTWARE**IA. Base Software**

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameters</u>	<u>Qty</u>	<u>Product Owner</u>
Aclara	AclaraONE® Water Hosted	SW-3010L SW-3020L	1	Maximum Endpoints ¹	170,000 ²	
				Maximum Utilities	1 ³	
Aclara	Zonescan - Hosted	SW-1040A	1			Gutemann
Aclara	Aclara MTU Mobile Programmer	SW-1050A	1	Maximum Endpoints ¹	60,000	

II. THIRD PARTY SOFTWARE - NOT INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>
N/A					

III. THIRD PARTY SOFTWARE - - INCLUDED IN THIS SOFTWARE LICENSE AGREEMENT

<u>Vendor-Supplier</u>	<u>Software Description</u>	<u>Computer Equipment Model Type</u>	<u>Qty</u>	<u>Licensing Parameters Parameter</u>	<u>Qty</u>	<u>Product Owner</u>
Gutermann	Zonescan Software		1			

¹ Maximum Endpoints count the aggregate sum of all Aclara hardware devices controlled (e.g. MTUs).

² If License exceeds the quantity of maximum Endpoints for the quantity stated above, Customer shall pay an additional license fee per endpoint and an additional Maintenance fee shall also apply.

³ This software is licensed to Licensee for use in Licensee's own utility business. Use of the Software to provide AMI-related services to other utilities/entities (i.e. "Multi-Utility") is strictly prohibited unless otherwise noted and provided for herein.

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IV. COMPONENTS INCLUDED IN THIS LICENSE AND ASSOCIATED FEES: ONE TIME FEE

IV.A	AclaraONE License	\$161,120.00 ⁴
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V. PER-METER INCREMENTAL LICENSE FEE ABOVE “MAXIMUM ENDPOINT”:

If License exceeds the quantity of maximum Endpoints for the quantity stated above, Licensee will move to the next tier and an additional license fee will be charged based on Aclara’s current price in effect for that tier. Additional Maintenance fee will also apply.

VI. ANNUAL MAINTENANCE SERVICES FEES:

<u>Item No.</u>	<u>Level of Services Fees</u>	
VI.A	AclaraONE Water	\$ 167,874.00
VI.B	Zonescan Hosted ASP Fee	\$ 1,200.00
VI.C	Zonescan Logger Maintenance ASP Fee (per logger per year)	\$ 18.00
VI.D	Aclara MTU Mobile Programmer 1 st Year ⁵	\$ 6,600.00

VII. OTHER FEES:

<u>Item No.</u>	<u>Level of Services Fees - Non-Hosted</u>	<u>MODEL TYPE</u>	<u>ONE TIME FEE</u>
VII.A	AclaraONE Software Set-Up / Integration	SW-3010P	\$88,500.00
VII.B	Zonescan Headend Set-Up Fee	SW-1040H	\$ 3,000.00

⁴ Licensee fee waived.

⁵ Subject to upto 3% annual escalation starting in year 5.

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SCHEDULE D
LEVEL OF MAINTENANCE SERVICES SELECTED

Customer: City of Corpus Christi, a Texas municipal corporation

Address: 1201 Leopard Street, Corpus Christi, TX 78401

- 1. Billing frequency is annually in advance
- 2. If a Purchase Order number is required to be included on the Aclara invoices, please check here.

2. Selected Maintenance Level (check one) Maintenance Fees:

A. AclaraONE Maintenance Annual Fee \$ 167,874.00

B. Annual ASP- SaaS Service Fee:

Zonescan \$ 1,200.00

MTU Mobile Programmer ASP Fee \$ 6,600.00

C. Annual Supplemental Services:

System Monitoring Service, Tier 2 \$ _____

DCU Maintenance Service, Tier 4 \$ _____

AWN Fee \$ 288 per DCU

Zonescan Logger Maintenance \$ 18.00 per logger per yr

3. **Customer Designated Contact Information:**

Designated Renewal Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

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SCHEDULE G
Software Services Schedule
Hosted Maintenance Services for Mobile Programmer and Zonescan

1. Definitions. For the purpose of this Schedule G, the following definitions shall apply:
 - A. “**Aclara Holidays**” means New Year’s Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve.
 - B. “**Additional Services**” means services offered by Aclara for improvements and/or enhancements to the Customer’s System that are not covered by this Agreement, but may be offered and provided at the rates set forth in Exhibit D.
 - C. “**Classroom Training**” means training offered by Aclara at its facility.
 - D. “**Customer Portal**” means an electronic gateway to a secure entry point via Aclara’s website at www.Aclara.com that allows Aclara customers to log in to an area where they can view and download information or request assistance regarding Issues with the System.
 - E. “**Customer Site Training**” means Aclara providing its training at the Customer’s facility at the then current terms and pricing published on the Aclara Customer Portal. The training may be customized to meet the Customer’s needs.
 - F. “**E-Learning**” means on-line training offered by Aclara via the Internet.
 - G. “**Issue**” means a problem with the System identified by the Customer, which requires a response by Aclara to resolve.
 - H. “**Maintenance Services**” means activities to investigate, resolve Issues and correct product bugs arising from the use of the Software in a manner consistent with the published specifications and functional requirements defined during implementation.
 - I. “**Patch**” means a version of the Software that provides an Error Correction to address an urgent need that is outside the schedule of regularly released Software Revisions or Software Versions.
 - J. “**Renewal Term**” means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.

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- K. **“Severity Level”** means a designation of the effect of an Issue on the Customer’s use of the System. The Severity of an Issue is initially defined by the Customer and confirmed by Aclara. Until the Issue has been resolved, the Severity Level may be raised or lowered based on Aclara analysis of impact to business. The four Severity Levels are:

Severity Level	Description
1	Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.
2	Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.
3	Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.
4	There is a problem or issue with no loss of service and no business impact.

- L. **“Software Revision”** means an update to the released version of the Software code which consists of minor enhancements to existing features and code corrections. Software Revisions are provided and included as a part of this Agreement.
- M. **“Target Response”** refers to the period of time between a Customer’s initial contact with Aclara to report an issue (by phone, email or through the Customer Portal, thereby creating a ticket which has been assigned a number for tracking purposes) and Aclara’s initial contact back to Customer to begin investigation of the reported Issue.
- N. **“Training Services”** means all training provided by Aclara to the Customer, including but not limited to Classroom Training, E-Learning Training and Customer-Site Training.
2. Scope
- A. **Maintenance Services Provided.** Aclara shall provide Maintenance Services at the Premier level as designated in Schedule 1, Level of Maintenance Services Selected. The following are included as part of this Agreement:
- 1) **Aclara Software Revisions and Patches.** Aclara shall provide Software Revisions and Patches to the Customer as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and

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Patches as soon as reasonably practicable after the Software Revisions and Patches have been released. Updated user technical documentation that corrects Errors or other minor discrepancies will be provided to Customers when available.

- B. Response to Issues.** Aclara will provide verbal or written responses to Issues identified by the Customer in an expeditious manner. Such responses shall be provided in accordance with the Target Response Times as defined in Schedule 1, Level of Maintenance Services.
- C. Service Limitations.** The following limitations apply to Maintenance Services under this Agreement.
- 1) During Renewal Term, certain follow-up training is provided as outlined in Schedule 1, Levels of Maintenance Services. Additional training is available and may be purchased. Please contact Aclara Customer Support at 1-800-892-9008 for training requirements and fees.
 - 2) Maintenance Services do not include any problem arising from the use of components manufactured or authorized by anyone other than Aclara as an interface or peripheral to the Software.
 - 3) Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.

3. Hosting

- A. Aclara will host the ACLARA Server Sites in a secure, 24/7 environment according to the terms established below and the terms of the Maintenance Agreement to which this Exhibit G is attached.
- B. Aclara will use commercially reasonable efforts to provide a high level of site uptime. It is our goal to provide at least 98% uptime. This means a total of no more than approximately 15 hours of unscheduled down time within a month. This goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Licensee software, events of force majeure, or downtime caused by any other factor beyond Aclara's reasonable control.
- C. Aclara will refund up to a percentage (see table below) of the total Hosting Fee for the month if up time performance, with the exclusions noted above, is not met based upon the following table. This table applies to the prime time period only. Downtime is defined as the site being unavailable for customer or staff use.

Average Uptime for the Month	Refund of monthly fee
97% or better	0%
95% – 96.99%	5%
Below 95%	10 %

- D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during prime time (defined as 8AM to 12 AM EST) every day; and to prevent more than 6 hours of continuous down time during non-prime time (defined as the hours between 12:01 AM to 7:59 AM (EST)), with the same exclusions as noted above.

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- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Licensee with as much advanced notice of scheduled downtime as reasonably possible.
- F. During any period of downtime of the Private Label Site(s) or any components of more than 30 minutes in duration, Aclara will provide notice to users by posting a web page that indicates that the site is temporarily unavailable due to routine maintenance and to please come back later.
- G. Aclara will provide e-mail notice to appropriate Licensee staff if there will be more than thirty (30) minutes down time of the Private Label Site(s) or any components. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Licensee can expect the site to be up and available.
- H. Aclara will provide Licensee access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Licensee agrees to make good faith efforts to notify Aclara in advance whenever unusually heavy traffic is expected because of promotions or other factors.
- I. Aclara will use commercially reasonable efforts to respond within thirty (30) minutes during prime time hours or within six (6) hours during non-prime time hours to any issue categorized as Severity 1 (as defined herein) that is posted by Licensee through the reporting tool.
- J. Aclara will store customer data on mirrored drives and arrange for daily backup daily all customer data, with backup tapes moved to offsite storage regularly.
- K. Aclara will use commercially reasonable efforts to ensure that all hardware (including servers, routers, and other related equipment) on which the applications are deployed are attached to backup power systems sufficient to maintain the site's availability for so long as any power outage could reasonably be expected to occur, based on the experience of Aclara at its deployment location.
- L. Aclara agrees to maintain firewall protection and redundant, high speed Internet connections for the Private Label Site(s).

2. **Maintenance and Support**

A. Standard Maintenance Services

Maintenance includes all new versions, error corrections, enhancements and improvements to the Program functionality licensed to Licensee, as the same are released to Aclara's Licensees generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Licensees in advance of the release. At Licensee's request, Aclara will provide technical assistance in identifying and resolving issues with the Program's failure to conform to its specifications.

B. Ongoing Support Services

- 1) In the event that the Licensee sends invalid data to Aclara in the data integration, Aclara will notify the Licensee and the Licensee will adjust their data transfer process to correct the issue.

2) Ongoing Release Testing

- a. Aclara Service Level Agreement (SLA) applies to the production environment only. SLA on the test environment can be provided at an additional cost.

LEVELS OF MAINTENANCE SERVICES

Technical Support: <i>Technical Support is available during the hours of 6:30am- 6:00pm Monday-Friday US Central Time, excluding Aclara Holidays and weekends, toll-free at 800-892-9008.</i>	
24x7 Technical Support: <i>Technical Support is available between the business hours of 6:30am to 6pm US Central Time by accessing the Aclara Customer Portal (or Toll-free at 800-892-9008, if access to the Customer Portal is not readily available to Customer). On-call technical support is available after 6pm and before 6:30am Central Time 24-hours a day/7 days a week/365 days a year, including Aclara Holidays and weekends. Such after hours support is provided for Severity 1 and 2 issues only. Non Severity 1 or 2 items will be addressed during the standard business hours of 6:30am-6:00pm US Central Time.</i>	X
Target Response Time – Severity 1: <i>Requires immediate attention– Critical production functionality is not available or a large number of users cannot access the system. Causes a major business impact where service is lost or degraded and no workaround is available, therefore preventing operation of the business.</i>	<2 hours
Target Response Time – Severity 2: <i>Requires priority attention - Some important production functionality is not available, or a small number of users cannot access the system. Causes significant business impact where service is lost or degraded and no workaround is available, however the business can continue to operate in a limited fashion.</i>	<4 hours
Target Response Time – Severity 3: <i>Requires attention –There is a problem or inconvenience. Causes a business impact where there is minimal loss of service and a workaround is available such that the system can continue to operate fully and users are able to continue business operations.</i>	<6 hours
Target Response Time – Severity 4: <i>There is a problem or issue with no loss of service and no business impact.</i>	<1 business day
Access to Aclara Customer Portal (www.aclara.com): <i>Customer will receive individual user names/passwords to the Aclara Customer Portal, as well as have access to Issue Management Reports for each case generated by Customer.</i>	X
Follow-up Aclara Classroom Training. <i>Training is available at Aclara’s facilities as listed on the Aclara Customer Portal. The maximum number of Customer’s employees attending any Classroom Training session is three (3).</i>	No Maximum Number of Classes
Aclara Web based E-Learning classes. <i>Certain E-Learning classes are available as listed on the Aclara Customer Portal to an unlimited number of Customer employees per course at the prices listed on the Aclara Customer Portal.</i>	No Cost