

**AMENDMENT NO. 1
TO
MASTER AGREEMENT**

This Amendment No.1 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 (hereinafter "Agreement"); and

WHEREAS, The Parties desire to modify certain term language contained in the Maintenance Agreement attached to the Agreement as Exhibit D ("Maintenance Agreement"); and

WHEREAS, The Parties desire to add updated schedules to the Maintenance Agreement; 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. 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.
2. Section 2 of Maintenance Agreement is hereby deleted and replaced with the following:
 2. Term of Agreement. Subject to the termination provisions set forth below, this Agreement shall become effective as of the Effective Date. Maintenance Services shall begin upon Delivery of the licensed Software; and shall continue in full force and effect for an initial term of five (5) years ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for four (4) successive twelve (12) month Renewal Periods unless earlier terminated by either Aclara or Customer as provided for in this Agreement.
3. Revised Schedule C to the Maintenance Agreement attached hereto is hereby incorporated into the Maintenance Agreement and replaces the former Schedule C in its entirety.
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. Except as modified in this Amendment, the Agreement will remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

Aclara

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date last signed below.

Aclara Technologies LLC

City of Corpus Christi

By 

By _____

Name Robert Enyard Jr.

Name _____

Title Vice President

Title _____

Date 8/13/2019

Date _____

SCHEDULE C SUPPLEMENTAL SERVICES OFFERED

The following Supplemental Services are offered under the terms of this Maintenance Agreement:

STAR

A. STAR System Monitoring Service

Tier 1 (Less than 1,000 endpoints)	\$ 2,000.00
Tier 2 (1,001 to 10,000 endpoints)	\$ 4,000.00
Tier 3 (10,001 to 25,000 endpoints)	\$ 6,000.00
Tier 4 (25,001 to 50,000 endpoints)	\$ 8,000.00
Tier 5 (50,001 to 100,000 endpoints)	\$10,000.00
Tier 6 (Greater than 100,000 endpoints)	Please contact Aclara for pricing

Aclara's STAR System Monitoring service is designed to monitor end to end data transfer from meter/MTU's to and from DCU's to the NCC, and provide health status of your AMI system to minimize system downtime. Aclara will deliver a weekly diagnostic report that will identify issues which could affect the successful operation of the STAR system. The major components of the system that will be analyzed include:

- Network Control Computer
- Data Collector Units
- Meter Transmitting Units
- Handheld programmers.

Aclara's proactive approach is to look for any condition out of the ordinary and will result in an immediate issue of a troubleshooting ticket and/or field work order based on the nature and severity of the condition. Example diagnostics include:

- Battery voltage loss
- Reading reception loss
- File processing errors

Customers will be notified about the issues found, the steps to be completed to solve the problem, and the escalation path. Aclara will provide:

- A snapshot of the STAR system's health
- Generation of incident tickets, investigation and if needed, scheduling of work orders
- Notification that the issue has been resolved and confirmation that the STAR system is operating within established normal parameters.

The STAR System Monitoring Service requires that Aclara have reliable remote connectivity to Customer's System.

B. STAR® DCU Maintenance Service

Tier 1 (Less than 15 DCUs)	\$ 500.00 per DCU per year
Tier 2 (16 to 30 DCUs)	\$ 450.00 per DCU per year
Tier 3 (31 to 50 DCUs)	\$ 400.00 per DCU per year
Tier 4 (Greater than 50 DCUs)	Please contact Aclara for pricing

In addition to the above unit prices, Customer shall also be responsible for any associated rental equipment and delivery costs to access the DCU.

Aclara's STAR® DCU Maintenance service is designed to provide for the on-site repair of any DCU that fails under normal operation after expiration of the standard DCU Warranty.

The Service covers all electronics, the Aclara provided WAN module and solar cell, but excludes the mounting frame, mounting hardware and battery.

The Service does **not** include maintenance or repairs attributable to the unauthorized attempt by Customer or any unauthorized person other than an authorized Aclara representative to repair or maintain a DCU. Maintenance or repairs resulting from casualty, catastrophe, extreme weather conditions or natural disaster (including lightening damage), accident, vandalism, civil unrest, war, misuse, neglect or negligence of Customer, or causes external to the DCU such as, but not limited to, failed or faulty electrical power, communication failure resulting from cell or other WAN network service interruption or any causes other than ordinary use. Maintenance or repairs to attachments or to any other devices not originally a part of the DCU and added without the prior written approval of Aclara. Repairs resulting from unauthorized changes, modifications or alterations of or to the DCU are not covered under this Agreement.

Upon notification from Customer of DCU failure, Aclara will diagnose the DCU. If a failure occurs to a DCU covered under the Agreement, the unit will be repaired or replaced, at Aclara's option, at no additional cost to Customer. If the Customer has entered into a System Monitoring agreement with Aclara, Aclara will normally identify the problem as part of its System Monitoring and will take the necessary actions to correct the problem. The Customer is responsible for arranging access to DCU sites before Aclara can take action.

Customer's electing the STAR® DCU Maintenance Service must purchase the service for all DCUs purchased by Customer; STAR® DCU Maintenance Service may not be purchased on an individual, case-by-case basis.

**SCHEDULE D
LEVEL OF MAINTENANCE SERVICES SELECTED**

Customer: City of Corpus Christi

Address: 2726 Holly Road, Corpus Christi, TX 78415

1. Billing frequency is annually in advance.

A. Yearly Maintenance

- 2014 \$ (Paid)
- 2015 \$ (Paid)
- 2016 \$ (Paid)
- 2017 \$ (Paid)
- 2018 \$ (Paid)
- 2019 \$ 15,924.30
- 2020 \$ 16,720.52
- 2021 \$ 17,556.55
- 2022 \$ 18,434.38

B. Supplemental Services

- STAR System Monitoring Service \$ 15,000.00
- STAR® DCU Maintenance Service \$ 32,800.00

2. Customer Designated Contact Information:

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 _____

Maintenance Agmt

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 _____