

**AMENDMENT NO. 2
TO
MASTER AGREEMENT**

This Amendment No.2 is entered into in duplicate effective as of the date last signed below by and between Aclara Technologies LLC ("ACLARA") and the City of Corpus Christi ("Customer").

WHEREAS, ACLARA and Customer are parties to a certain Master Agreement executed on October 22, 2013 (hereinafter "Agreement"); and

WHEREAS, Customer would like purchase equipment and professional services from Aclara related to its Data Collector Units (DCU) network upgrades throughout Customer's service territory; and

WHEREAS, Customer desires to add the Aclara Wireless Network (AWN) for cellular backhaul services to use with its Data Collector Units (DCU); and

WHEREAS, Customer desires to upgrade its unified headend software; 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. Exhibit A-1 and Exhibit A-2, Statements of Work to the Master Agreement attached hereto are hereby incorporated into the Agreement and replace prior existing Exhibit A in its entirety.
2. Exhibit B, List of Pricing and Deliverables attached hereto are hereby incorporated into the Agreement and replaces prior existing Exhibit B in its entirety.
3. Exhibit C, Software License Agreement to the Master Agreement attached hereto are hereby incorporated into the Agreement and replaces prior existing Exhibit C in its entirety.
4. Exhibit D, Maintenance Agreement to the Master Agreement attached hereto are hereby incorporated into the Agreement and replaces prior existing Exhibit D in its entirety.
5. The AWN fee will be prorated based on when the AWN service goes live. The AWN Fee shall be due and payable to Aclara within thirty (30) days following receipt of the invoice.
6. Section 9, C. Payment is hereby replaced with the following:

"Purchaser shall pay Aclara invoices within thirty (30) days of the date thereof. Any amounts not paid when due shall bear interest at the lesser of 1 ½% per month or the highest amount permitted by law until paid. The Total Fees shall not exceed **\$1,245,250.02** for the Initial Term."
7. Except as modified in this Amendment No. 2, the Agreement will remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

Corpus Christi

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date last signed below.

Aclara Technologies LLC

DocuSigned by:
By Tim Nelson
689BD17D62784B8...
Name Tim Nelson
Title HPS VP Finance
Date 6/8/2020

City of Corpus Christi

By _____
Name _____
Title _____
Date _____



Exhibit A - 1
Statement of Work

Project Name: City of Corpus Christi, TX ("Client" or "System Owner") Aclara® RF Data Collection Unit (DCU2+) Upgrade Implementation ("Project")

This Statement of Work ("SOW") and the terms and conditions of Master Agreement (hereinafter "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Master Agreement with an Effective Date of October 22, 2013. By signing this SOW, Client represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Client and Aclara.

Scope of Work

The project scope for the Aclara® RF Data Collection Unit (DCU2+) Upgrade Implementation includes professional services (project management, coordination, existing DCU2 unit removal, and DCU2+ network installation).

The new solution will support various uses of the components and applications defined in Attachment 1. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, unless mutually agreed by the Client and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Client errors or omissions may result in a Change Order.

It is understood by Aclara and the Client that any material changes to scope will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources

1. Project Approach

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described herein and will perform work for the Client for the duration of the Project at designated Client facilities and from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachment 1, hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of

the Client. In addition to the tasks specified in Attachments 1 hereto, the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the Client will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should the Client fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

Project Entities:

- City of Corpus Christi, TX is the Client
- Aclara is AMI provider, responsible for project management and SOW as listed herein

3. Scope Estimates

Aclara will support the Client by providing a team to complete the scope of work defined in Attachment 1.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the Client to Aclara
 - Aclara's understanding of the project scope, based on Client information
- Should the information provided by the Client be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

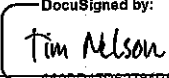
Accepted By:

Aclara Technologies LLC

City of Corpus Christi, TX

(Aclara)

(Client)

By:  _____
6695D17D62784B5...
Print name: Tim Nelson _____
Title: HPS VP Finance _____
Date: 6/8/2020 _____

By: _____
Print name: _____
Title: _____
Date: _____

- Attachment 1 = DCU2+ Upgrade Implementation**
- Attachment 2 = Milestone and Hardware Delivery Schedule**
- Attachment 3 = Rate Schedule**
- Attachment 4 = Change Order Procedure**

Attachment 1
To
Statement of Work

Project Definition – DCU2+ Upgrade Implementation Project

1. Aclara RF Project Scope

Included in the purchase of the Aclara® RF Data Collection Unit (DCU2+) Upgrade Implementation are the Professional Services efforts required for removing the existing DCU2 network, installing the DCU2+ upgraded network, commissioning of the DCU2+ units, and performing connectivity validation from the DCU2+ units to the Aclara headend as defined in Section 1.1. The purpose of this document is to outline the tasks and deliverables of the Aclara Team and provide the Client an overview of the responsibilities and time commitment that will be required of their staff.

1.1 Project Scope

Aclara will perform the implementation of upgrading selected existing DCU2 unit sites to new DCU2+ units, as well as installing additional DCU2+ units at net new installation sites. Aclara will work with the Client in the field design, access logistics, backhaul confirmation, installation of needed hardware, validation of DCU connectivity, and other related activities needed to complete the project successfully. All hardware quantities will be governed as specified per Exhibit B – Pricing Schedule. The project scope includes:

- AMI Hardware:
 - Data Collector Units (DCU2+) with associated mounting hardware kits
 - Aclara Wireless Network (AWN) for DCU support, private APN, VPN and cellular data plan, in accordance with Exhibit B

- Services:
 - Overall project coordination services for the defined scope of this project
 - Perform field site surveys of assets for potential DCU installations where applicable
 - Removal of selected existing DCU2 units
 - Installation of new DCU2+ units
 - Professional Services' introduction of the Client to Aclara Technical Support and project transition to Aclara Technical Support

1.2 Implementation Approach

The Aclara implementation approach involves the following five phases:

- Phase 01 - Project Planning and Kick Off
- Phase 02 – Requirements & Design
- Phase 03 – Configuration & Network Deployment
- Phase 04 – Transition

1.2.1 *Phase 01 - Project Planning & Kick-Off*

The Aclara project team will begin work upon contract execution and notice to proceed. The Aclara project team will begin the internal preparations for the official launch of the project. The Aclara Project Manager will coordinate and schedule the Client kick-off meeting, either remotely or onsite, as availability permits. During this kick-off phase, Aclara and Client will define the project team organization and introduce the teams, review the project scope and proposed timeline, review the utility's goals and business objectives and develop the Project Communication Plan. Aclara will introduce a Project Manager and other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Entry criteria for this phase to begin are defined as the signature of the contract, the assignment of an Aclara Project Manager and setting an agreed upon project kick-off start date. This phase is complete once the project teams have been defined, the kick-off meeting has occurred, and the project plan has been reviewed and agreed to by both Aclara and the Client.

1.2.2 *Phase 02 - Requirements Analysis & Design*

At the beginning of the implementation process, Aclara meets with the key stakeholders to confirm the detailed functional, integration, and infrastructure requirements for the system. The Client has expressed the desire to transition the DCU2+ network to utilize an A/C power backhaul rather than solar, where available. Aclara and the Client will determine which of the DCU site locations will have access to A/C power. Where applicable, the Client is responsible for running needed A/C line and connecting to a Client-provided disconnect switch. The Client will provide a six (6) foot pigtail out of the disconnect switch. Aclara will be responsible for connecting the DCU2+ to the provided pigtail and energizing the DCU unit. Where A/C power is not available, the DCU2+ site location will utilize solar for power backhaul.

In coordination with the Client, Aclara will finalize all AMI product hardware as listed in Exhibit B and submit product orders as needed.

The DCU Installation Plan documents the approach, logistics, timing, and requirements for all DCU installations. Site surveys, propagation studies, and spectrum analysis will be completed if needed to finalize the installation plan for the DCU2+ at existing sites, as well as the additional DCU2+ to be installed at new sites. Aclara and the Client will jointly determine which sites of the overall existing (78) DCU2 units in the Client's Aclara Network will be replaced and upgraded to DCU2+ units. If needed, the Client will be responsible for securing Site Agreements for DCU locations. The Client has selected Aclara to provide the cellular LTE backhaul via the Aclara Wireless Network (AWN). Aclara will establish the needed private APN, VPN and cellular data plan with the AWN. Aclara will

coordinate the necessary connectivity protocols and firewall configuration to the AclaraONE headend.

1.2.2.1 Assumptions:

The Client will provide timely review and approval of site survey data products generated in this phase. This phase is complete upon the Client's approval of all site survey data products and the Client's approval of existing DCU2 sites to be replaced with DCU2+ units.

1.2.3 Phase 03 - Configuration & Network Deployment

The Configuration and Network Deployment Project phase may overlap part of the Requirements and Design phase beginning with installation of the DCUs. The goal of this Project phase is to complete all tasks needed to support efficient field effort to remove the existing DCU2 network and install the upgraded new DCU2+ network. In this phase, Aclara initiates network deployment tasks. The Client will be responsible for working with Aclara to provide access to DCU installation locations including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The Client will supply an escort to these locations should it be required. The Client is responsible for preparing the DCU installation site to meet Aclara's DCU installation standards (including pole installation, A/C power requirements). Any charges related to DCU site preparation and power connectivity are the responsibility of the Client.

Aclara's Deployment Team will perform the DCU2 unit removals and install the new DCU2+ units. On a per site basis, the Deployment Team will first initiate a final DCU2 records transfer to the AclaraONE headend. Next will be the removal of the existing DCU2 unit and corresponding RF-related materials and mounting kits, then installing the new DCU2+ unit, new mounting kit, and new RF-related materials. Once the new DCU2+ unit is installed, the Deployment Team will configure the DCU2+ unit for connecting to the AclaraONE headend via the Aclara Wireless Network. After connectivity has been established, the Deployment Team will perform data transfer validation testing to confirm end to end functionality.

The DCU2+ upgrades shall be done in a work sequence that minimizes travel time between sites where DCU installation and upgrade work is being performed. Aclara will provide 2-3 installation photos of the new DCU2+ units and GPS capture for all new DCU2+ units at the end of the project.

1.2.3.1 Assumptions:

After Aclara completes the installation of new DCU2+ units in accordance with Exhibit-B, Pricing Schedule, there will remain an existing (51) DCU2 units in the Client's Aclara Network. These DCU2 units will remain, untouched by Aclara, and will be the responsibility of the Client. Aclara can provide the Client future pricing for the removal and proper disposal/recycling of those (51) DCU2 units, per the Client's request. Aclara will package all removed DCU2 Aclara proprietary materials, to include the DCU2 cabinet and internal associated electronics for shipment back to Aclara for proper disposal/recycling. The Client will provide scrap or recycling bins for disposal of the removed DCU2

antennas, base plates, mounting kit materials, RF cables, and batteries, as well as new DCU2+ packaging materials.

1.2.4 Phase 05 - Transition

Once the DCU2+ Upgrade Implementation Project is complete, transition of responsibility to the Client is considered complete once all DCU functionality has been verified.

The Aclara Project team will continue to provide Project Management support through System Transition. The Aclara Support team will provide support to the Client on production issues in accordance with the Aclara Maintenance Agreement if one is executed between Aclara and the Client. Aclara will transition all remaining open Aclara items to the Aclara Support team.

The Client will be responsible for ensuring proper future access to DCU2+ installation sites for any Aclara needs. The Client is also responsible for following the Aclara Support process for entering any post-production issues into the Aclara Help Desk System.

1.3 Project Timeline

Aclara will provide to the Client an actual start date once the Statement of Work has been executed and a Purchase Order has been received. The confirmed schedule will be made by mutual agreement during the Project Kick-Off Phase. For a general overview, DCU2+ units have a lead time of approx. 6-8 weeks after receiving the Purchase Order. Aclara will schedule the Deployment Team after final DCU site preparations have been complete by the Client. The Deployment Team's installation lead time is approx. 3-4 weeks after request. Aclara estimates that it will take approximately 4 weeks to complete the DCU upgrades, based on scheduling availability of DCU Technicians and bucket truck rentals.

1.3.1 Assumptions:

- Aclara's professional services includes project management oversight for the duration to complete the DCU2+ unit installations. The Client can opt to extend the project management support for additional cost.
- Aclara assumes DCU sites will be installed on assets that will be owned or leased by Client, and ready for installation. Aclara does not perform site acquisition for DCU sites that are not owned by the Client.
- DCU locations are AC powered or powered by solar. If AC power is required, the Client is responsible for AC power run to disconnect box and providing a six (6) foot pigtail.
- DCU backhaul is cellular LTE via the Aclara Wireless Network (AWN) as provided by Aclara.
- Client will provide an earth grounding point at Client sites selected for DCU installations.
- Hardware delivery plan is not confirmed – dates are estimated.
- Aclara assumes Notice to Proceed will be issued approximately one month from contract execution.

- Client and Aclara will have project resources available to kick off the project within one month of Notice to Proceed.
- Client will provide secure warehouse space to Aclara for delivery and storage of all DCU2+ deployment materials, parts, and product.
- Client will provide secure parking for up to five (5) rental cars during business hours and three (3) bucket trucks for overnight parking.

1.4 Accountability

The following shows the key that is used to identify accountability for each key Project Task/Activity found in the table below:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S] Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C] Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I] Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for asterisked Key Project Tasks/Activities outlined in this SOW are as follows:

- Aclara will work with Client to gather input and complete deliverables.
- Each Key Project Task/Activity will be provided to the Client. The Client will review and sign off by Client utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability	
	Aclara	Client
Contract Execution*	R	R
Phase 01 - Project Initiation & Kick Off		
Kick-Off Meeting*	R	S
Project Communication Plan	R	I
Change Control Process	R	S
Detailed Project Plan (Schedule)	R	S
Phase 02 - Requirements Analysis & Design		
Submit Orders for all AMI Hardware and Software products	R	S
DCU Installation Plan	R	S
DCU site surveys*	R	S
DCU site acquisition	S	R
DCU site – final approval	S	R
DCU site prep – Client sites/assets	S	R
DCU permit development	S	R
DCU site prep – Non-Client sites/assets	S	R
DCU site infrastructure costs – Client/Non-Client sites/assets	I	R
Phase 03 - Configuration & Network Deployment		
Removal of DCU2 units	R	I
Installation of DCU2+ units*	R	I
Validation Connectivity Testing	R	I
Phase 04 - Transition		
Project Closeout and Transition to Aclara Support	R	S

* These items are payment milestones as defined in Attachment 2

1.5 Project Governance

1.5.1 Project Organization

Client agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Aclara's performance of the Services and the Client's implementation.

Client will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Client tasks, and any additional personnel that may be necessary for Client to perform its obligations under the implementation work plan.

Program/Project Manager – Main point of contact for the Project. Is responsible for scheduling Client resources, managing the scope and the Client tasks of the Project schedule, facilitating document approvals, and escalating and resolving issues as required by the Aclara.

Aclara will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

Project Manager: Primary interface to the Client's Project/Program Manager, responsible for all Aclara personnel and contractors and documenting and implementing all project activities and providing all deliverables. Responsible for implementation of specific hardware and/or software focus areas, coordinating with vendors and Client, scheduling, assists in requirements and detailed design, resolves issues.

Field Services – Deployment Team responsible for performing DCU2 removal and DCU2+ installations.

Information Systems – Responsible for establishing and testing Aclara Wireless Network APN, VPN, and firewall configuration to AclaraONE headend.

Executive Sponsor – Designated as an escalation resource.

1.5.2 Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Aclara project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Aclara PM will escalate appropriately within the organization as well as within Client.

Project Managers assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the Client. The Project Manager may continue to escalate the issue through the Aclara organization to the Portfolio Management Office and to the

Vice President of Professional Services. Aclara escalation resources will work jointly with Client escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Aclara will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Aclara and the Client to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Aclara's goal for the project is to provide the necessary information to Client to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Aclara proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

1.5.3 Communication Plan & Progress Reporting

The table below details the Project Communications and progress reporting for the project.

Description	Medium	Frequency	Participants
Project Status Report	Report sent via email	Weekly	Aclara Project Team Client Project Team
Project Team Meeting	Conference call, on-site meeting	Weekly	Aclara Project Team Client Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Aclara Project Team Client Project Team

1.6 Modification

No modifications to the core hardware or software are planned for this project.

Attachment 2
to
Statement of Work

Milestones and Hardware Delivery Schedules

1a - AMI Implementation

A. Total Professional Services fees - \$47,300 (Exhibit B - Pricing Schedule).

	Payment Milestone	Milestone %	Payment %
1	Contract Execution - Contract Execution – This milestone is complete after the contract documents are fully executed by both parties.	25% 10 days after signature	\$ 11,825
2	Project Kickoff Meeting Complete - Project Kickoff Complete. Aclara will facilitate a kickoff meeting to review the project schedule, introduce team members and roles, review Aclara and Client responsibilities and upcoming tasks. Additionally, during this meeting the project governance will be discussed and established. This includes the Project Communications Plan, team meetings, status reporting, and issues/actions/risks management.	25%	\$ 11,825
3	Site Surveys Complete - Aclara will perform site surveys to confirm installation locations as needed. If Aclara and the Client jointly determine that site surveys are not needed, this Milestone will be considered complete when agreement is confirmed.	25%	\$ 11,825
4	DCU2+ Network Deployed - This task is complete after DCU2+ units are deployed and commissioned.	25%	\$ 11,825
	TOTAL	100%	\$47,300

B. Hardware Delivery Schedules (Pending development of delivery Schedules)

Hardware delivery is estimated to begin in July 2020 based on an executed contract and Purchase Order delivered by the Client to Aclara in June 2020. This DCU hardware delivery schedule will be a jointly developed and authorized project artifact by Aclara and the Client during Phase 1 Project Planning & Kick-Off.

Attachment 3
to
Statement of Work

Rate Schedule

In the event that the Client requires Services beyond the scope or requests any changes to this SOW during project period and support term, Aclara could provide such Services according to the Rate Schedule below and Change Order procedure listed in this Attachment 6.

The following categories have been defined for the Aclara Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate	On-call hourly rate
Sr. Technical Advisor	\$250	\$375	\$120
Program Manager	\$275	\$375	\$120
Product Manager	\$200	\$300	\$120
Project Manager	\$195	\$290	\$120
Field Supervisor	\$165	\$240	\$120
Sr. Technical Advisor	\$250	\$375	\$120
Sr. Systems Engineer/Sr. QA	\$185	\$270	\$120
Sr. Business Analyst	\$185	\$270	\$120
DBA/Application Consultant	\$185	\$270	\$120
Systems Engineer/QA/UI	\$165	\$240	\$120

Expenses: as incurred per visit Mileage: then current IRS mileage rate

Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.
 - 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours. The following constitutes Off-Hours (all time in prevailing eastern time zone):
 - Aclara observed Holidays
 - Weekends: 6:00 p.m. Friday until 8:00 a.m. Monday
 - Weekdays: 6:00 p.m. until 8:00 a.m.
 - 3) On-Call service is a pre-arranged service by which the Client places a request to have an Aclara staff member accessible for a specified time period. During the period for which an Aclara staff member is accessible, On-Call Rates will be charged. If an Aclara staff member must perform services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.
 - 4) All expenses must be pre-approved by Client.
- A. If Aclara is requested to travel to the Client's site to provide Services, the costs and expenses associated with such travel will be borne by Client and invoiced as set forth below.
- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to transportation fares (air, bus, rail), lodging, meals, automobile rental, fuel, parking and local transportation, and will be charged to the Client on an actual basis. Actual receipts must be provided as documentation to Client.
- B. Aclara reserves the right to change the above rates upon 30 days' notice. Changed rates shall not apply retroactively.

Attachment 4

to

Statement of Work

Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Client or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:

Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:

City of Corpus Christi, TX (Client)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE



Exhibit A - 2

Statement of Work

Project Name: Corpus Christi, ("Client", "System Owner" or "Customer) AclaraACE® and AclaraONE Upgrade Implementation ("Project")

This Statement of Work ("SOW") and the terms and conditions of the Master Agreement (hereinafter "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Master Agreement with an Effective Date of October 22, 2013. By signing this SOW, Client represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Client and Aclara.

Scope of Work

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The new solution will support various uses of the components and applications defined in Attachments 1 and 2. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1, and 2, unless mutually agreed by the Client and Aclara.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this SOW and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Client errors or omissions may result in a Change Order.

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1. Project Approach

The Aclara Services Team ("Aclara Team") assigned to this project will complete the Aclara tasks described herein and will perform work for the Client for the duration of the Project at designated Client facilities and from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachments 1 and 2 hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Client. In addition to the tasks specified in Attachments 1 and 2 hereto, the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a Project Manager to work with the Aclara Team to facilitate the provision of the Services. Once this SOW is executed, Aclara and the Client will assign resources to the Project. The Aclara Team will work on the Project and provide support as specified by the SOW.

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Project Assumptions and Responsibilities are set forth in Attachments 1 and 2. Should the Client fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

3. Scope Estimates

Aclara will support the Client by providing a team to complete the scope of work defined in Attachment 1 and 2.

Aclara's estimate of the level of effort is based on the following:

- Information provided by the Client to Aclara
- Aclara's understanding of the project scope, based on Client information

Should the information provided by the Client be inaccurate or should Aclara gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Software Licenses

The AclaraONE and the Aclara ACE® software components are licensed in accordance with the Aclara Software Agreement ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

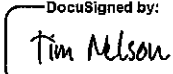
Accepted By:

Aclara Technologies LLC

Corpus Christi

(Aclara)

(Client)

By:  _____
Print name: Tim Nelson
Title: HPS VP Finance
Date: 6/8/2020

By: _____
Print name: _____
Title: _____
Date: _____

Attachment 1 = AclaraONE Upgrade Implementation

Attachment 2 = Aclara Adaptive Consumer Engagement (AclaraACE®) Customer Portal

Attachment 3 = Milestones and Software Delivery Schedules

Attachment 4 = Rate Schedule

Attachment 5 = Change Order Procedure

Attachment 1
To
Statement of Work

Project Definition – AclaraONE Upgrade Implementation

1.0 Aclara RF Project Scope

Corpus Christi currently uses Aclara’s NCC software application as part of their Aclara AMI solution. Corpus Christi intends to migrate the Aclara software application to a new environment and is requesting Aclara’s assistance to support the migration. Corpus Christi also intends to upgrade to the latest Aclara Software platform (AclaraONE™). The new environment will be provisioned with newer versions of OS/database platforms, therefore requiring upgrades to the Aclara software applications.

This document provides a general description of the scope, proposed approach and the costs associated with upgrading to AclaraONE. This effort will be charged on a fixed price based on the Aclara staff hourly rates and estimated staff member effort and not to exceed a cost reimbursable number unless there is a mutually agreed upon change in scope.

1.1 Project Scope

This SOW covers the upgrade of Corpus Christi’s software applications to the latest versions of Aclara’s software platform (AclaraONE) as well as migration of the on-premise software applications to a new environment provided by Corpus Christi. Corpus Christi will provision the new environment with OS and database software and allocate resources as described in the on-premise specifications document provided by Aclara.

The software upgrade effort includes the following activities:

Install AclaraONE Applications on New Environment

Aclara will install, configure and test the software components listed below:

AclaraONE Water Head End

1. Install and configure head end application and database.
 - Pre-requisite Corpus Christi Tasks
 - i. Install SSL certificate on the web server per provided on-premise specifications.
 - ii. Grant access to Microsoft Azure Active Directory for new application per provided on-premise specifications.

- iii. Perform base installation of OS (Windows 2016) on new application and database server (Corpus Christi-AMI-AO) per provided on-premise specifications.
- iv. Perform base installation of database SQL Server 2017 per provided on-premise specifications.

(Note: Coordinate with Aclara at the time of installation, to ensure Aclara can complete other installation related activities for OS and database).

- Aclara Tasks
 - i. Verify base installation of OS and complete configurations/settings on new head end application and database server.
 - ii. Verify SQL Server 2017 database installation. Complete configurations/settings for database server.
 - iii. Install Aclara AclaraONE water head end software.
 - iv. Create AzureAD Tenant and train an admin user from Corpus Christi to create additional employee user credentials.

- 2. Conversion and installation of existing NCC 7.6.4 database to the AclaraONE water head end database schema and migration of all existing NCC production data to new database.
- 3. Setup process to keep new water head end environment in sync with existing NCC production.

- Aclara Tasks
 - i. Parse existing production DCU data and handheld files into new NCC environment on a scheduled basis.

(Note: This proposed approach keeps the existing and new water head end system in sync. If deemed necessary due to any sync issues, full data migration will be required to the new database at the time of production cutover).

Configuration/Development of Interfaces:

Aclara will configure and test the AclaraONE side of the interfaces on the new environment. Please note there are no changes required to the existing integrations. Optional data for Lat/Long can be provided to enhance the visual mapping within AclaraONE. The optional data can be provided in the existing input integration below or in a separate file which will be determined during requirements phase.

Input Integration

Integration Name	Type	Functions
------------------	------	-----------

Customer Account Import Interface	Flat file	Populate AclaraONE with meter inventory and customer account /location details from Corpus Christi's CIS
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Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File	Export Billing Read values from AclaraONE to Corpus Christi's CIS

Integration Testing

Aclara will conduct full integration testing of the AclaraONE software applications in the new environment to validate the migration effort. Aclara will provide a set of test cases during this phase. Corpus Christi will provide support for this testing as necessary, specifically for testing the interfaces between CIS and Aclara software applications.

User Training

Aclara will provide training covering changes in the user interface of the AclaraONE software applications.

Training will be conducted via webinar sessions to be provided remotely so long as the training occurs within the Initial Term.

Please reference table below for training session information. The below details a recommended training approach that is subject to change as part of the project and agreed upon by both Aclara and Corpus Christi prior to the scheduled training.

Session Name	Onsite (y/n)	Proposed # of Sessions	Duration	Agenda	Recommended Attendance
AclaraONE Basic/CSR Training	N	TBD	2-3 hours	Welcome / Introductions Objectives General Navigation Consumption Tracking Hands-on Exercises Aclara University	3 rd Party Call Center, CSR's, Dispatch, Billing, Collections, Leaders, Conservation and Field Technicians

User Acceptance Testing

Corpus Christi will perform user acceptance testing of the AclaraONE applications in the new environment to validate that the applications and interfaces function as expected. Aclara will provide support for up to 10 business days of User Acceptance Testing. While Corpus Christi is responsible for planning, organizing, managing and executing tests, Aclara's responsibility is to support issue resolution, as required. Exit criteria includes:

1. All User Acceptance test cases have been executed
2. All Severity 1 and Severity 2 issues have been resolved or a workaround identified
3. Acceptance certificate is signed

Severity levels are defined below and apply to issue prioritization throughout the engagement.

Severity Level	Description
1	Requires immediate attention – Critical production functionality is not available, or many 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.

Production Cutover

Once User Acceptance Testing is complete, Aclara will assist Corpus Christi with production cutover which will involve refreshing the AclaraONE databases in the new environment with the latest production data provided by Corpus Christi. Corpus Christi will need to perform any server and firewall configuration changes required in the new environment (e.g. new folder and SFTP locations) to support interfacing with Production CIS system. The backhaul network for STAR will need to be redirected from the existing production environment to the new production environment.

Roles, Responsibilities and Engagement Structure

Aclara will provide project management support for the duration of this project. The Aclara project manager will be responsible for maintaining the project timeline and issue escalation.

Aclara will allocate the following described personnel to the Project with appropriate knowledge of the indicated area and the skills to perform Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager
- Subject Matter Experts in relevant areas of the application
- Technical resource(s) to complete the integration
- Business Analyst(s) familiar with ACE product and integrations
- Quality Assurance Testing resource(s)
- Escalation resource(s)

1.2 Key Scoping Parameters and Assumptions

The scope detailed in the previous section is the basis for Aclara project costs and delivery schedule. Any deviation from these parameters and assumptions may impact project costs and milestone dates. The following assumptions apply to this engagement:

- Corpus Christi will provide remote access into their environments for Aclara to provide the services described in this SOW.
- Travel to Corpus Christi facilities is not anticipated for this engagement and WebEx based joint access will be available for issue resolution purposes. If travel, other than the agreed 3.5-day onsite training, is required, the direct costs of travel will be subject to the Corpus Christi City Travel Policy for Contractors and passed on to Corpus Christi.
- Aclara assumes data in Corpus Christi’s systems do not require any data cleanup. Any data cleanup will be Corpus Christi’s responsibility.

1.3 Schedule

Upon execution of this SOW, Aclara will work with Corpus Christi to schedule the efforts listed above. The following draft schedule will be refined as part of the project kickoff phase and will be dependent on Corpus Christi’s ability to complete its deliverables within the required timeline.

	Duration (in Business Days)	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Project Initiation & Kickoff	5 days*								
Requirements Gathering & Design	10 days								
Software Installation	15 days								

& Configuration									
Integration Testing	5 days								
Training & User Acceptance Testing	10 days								
Production Preparation & Cutover	5 days								
Total # of Days	40 days								

*Start Date is typically 30 days from contract execution date.

Attachment 2
to
Statement of Work
Aclara Adaptive Consumer Engagement (AclaraACE®) Customer Portal

Project Name: Corpus Christi AclaraACE® Implementation ("Project")

1.0 PROJECT OVERVIEW

1.1 Background/Purpose

The purpose of the Project is to implement Aclara’s Adaptive Consumer Engagement, (AclaraACE®) platform modules for System Owner/Client.

1.2 General Description of the Services

This Statement of Work (SOW) addresses the Implementation Consulting Services required to implement the AclaraACE® Customer Portal.

This SOW includes the following:

Territory

The Software is intended for use by System Owner in its current service territory up to 150,000 endpoints and does not cover any additional territories obtained via acquisition.

Applications Covered

The following ACLARA applications are included with the Software being provided to System Owner for one test site and one production site.

AclaraACE® Platform Element	Residential	Commercial
My Dashboard		
Insights	X	X
Profile (Short Profile)	X	X
Promotions	X	X
Quick Links	X	X
My Usage		
AMI Consumption Chart	X	X
Green Button Download	N/A	N/A

AclaraACE® Platform Element	Residential	Commercial
My Bills		
Bill Summary	X	X
Bill History	X	X
Bill Comparison	X	X
Billed Usage Chart	X	X
Bill Disaggregation	X	X
Bill to Date	X	X
My Savings		
Set Savings Goal	X	X
Ways to Save	X	X
Action Plan	X	X
Profile (Long-form Version)	X	X
Other Modules or Services		
User Management	X	X
CSR with User Management	X	X
Alerts	X	X
Leak Detection Notifications	X	X

2.0 SCOPE OF SERVICES

2.1 Critical Project Dates (Target)

2.1.1 **Start Date:** 6/30/2020*

2.1.2. **Portal Completion Date:** 12/30/2020

*Start Date typically 2 weeks after contract signature. Final project schedule will be baselined upon project kickoff.

2.2 Project Services

The implementation shall cover all of the current service territory for Corpus Christi. Aclara shall provide the Services and perform the Deliverables as identified in the sections below. In the event that Corpus Christi requires Services on any out of scope areas or

requests any changes to the core product code, Aclara could provide such Services as additional Services through a separate SOW or Change Order.

2.2.1 Business Requirements

The AclaraACE®) platform elements checked below are those that are included in the Project scope. Detailed business requirements related to the integration and design will be defined during the requirements gathering phase through a series of group and individual discussions/workshops. There will be business-specific versions of Dashboard and My Savings (Long Profile) while the other tabs will work for both residential and commercial accounts.

AclaraACE® Platform Element	Residential	Commercial
My Dashboard		
Insights	X	X
Profile (Short Profile)	X	X
Promotions	X	X
Quick Links	X	X
My Usage		
AMI Consumption Chart	X	X
Green Button Download	N/A	N/A
My Bills		
Bill Summary	X	X
Bill History	X	X
Bill Comparison	X	X
Billed Usage Chart	X	X
Bill Disaggregation	X	X
Bill to Date	X	X
My Savings		
Set Savings Goal	X	X
Ways to Save	X	X
Action Plan	X	X
Profile (Long-form Version)	X	X

AclaraACE® Platform Element	Residential	Commercial
Other Modules or Services		
User Management	X	X
CSR with User Management	X	X
Alerts	X	X
Leak Detection Notifications	X	X

Above table represents a sample configuration of widgets to pages, project configuration requirements sessions will determine actual scope for widget layout.

2.2.2 Technical Requirements

Technical requirements will be further defined as part of requirements gathering phase and will be specific to the data integrations referenced in Section 2.3 below. Additionally, the following should be noted:

2.2.2.1 All ACE Platform Elements

2.2.2.1.1 Aclara will be responsible for managing the customer authentication/login process. The AclaraACE® platform elements will be launched for authenticated users.

2.2.2.1.2 Aclara shall integrate AclaraACE® to launch in a separate browser window.

2.2.2.1.3 Corpus Christi shall be responsible for providing customers the URL for AclaraACE® User Management page in order to access the portal.

2.2.2.1.4 Aclara shall provide limited branding each widget to match the primary style guide colors for Corpus Christi.

2.2.2.1.5 Aclara shall provide default content and configuration settings in the Aclara content management system. Limited updates to default content are in scope for the release (10-15 content change requests).

2.2.2.1.6 Aclara shall validate that the pre-defined ZIP Code mappings are consistent with Corpus Christi service territory and will work with Corpus Christi to adjust any discrepancies.

2.2.2.1.7 Aclara shall utilize the proprietary Business Intelligence (BI) data warehouse and energy model to support detailed computations where applicable.

2.2.2.1.8 Aclara shall utilize the pre-configured module for Corpus Christi region(s). The pre-defined regional dataset includes normal and actual weather date, typical home and business characteristics, building envelope assumptions, equipment efficiency assumptions, measure costs, and other engineering parameters.

2.2.2.1.9 Corpus Christi will launch the AclaraACE® platform elements into the production environment on their web site based on Corpus Christi's internal project team's recommendation and approval.

2.2.2.1.10 Aclara and Corpus Christi will perform review of rates to determine which rates are in scope as well as perform analysis to confirm the structures are

supported within Aclara rates engine. If a rate structure is not supported and is required, the changes to product would follow the change order procedure. This SOW supports the Implementation of up to 10 rates.

2.2.2.2 Data Integration

2.2.2.2.1 Aclara shall provide integration specifications for the integration points specified in Section 2.3.

2.2.2.2.2 Corpus Christi will develop data integrations specified in Section 2.3 based on Aclara's specifications. Standard AclaraACE® Billing File Mapping can be referenced in Section 2.3.1

2.2.2.2.3 Corpus Christi will be responsible for any data cleansing for data cleanup with assistance from Aclara in order to meet Aclara's data specifications and ensure data parameters are consistent between all sets of data.

2.2.2.2.4 Corpus Christi will be responsible for any internal data migration activities within their own systems.

2.2.2.2.5 Corpus Christi will be responsible for providing test accounts that allow Aclara to execute tests for all test scenarios.

2.2.2.3 My Dashboard

2.2.2.3.1 My Dashboard can support the following AclaraACE®) platform elements for residential and business users: Insights, Quick Links, Profile (Short Profile), and Promotions.

2.2.2.3.2 The Insights widget presents targeted engaging facts and recommended actions to the user based on the customer's profile attributes. Each insight can have a related next step, either an internal or external website feature. AclaraACE®) has standard Bill and AMI Insights to select from. Billing insights available are Bill period change, rate change, weather change, and usage cost change. AMI insights available are seven-day average and highest consumption interval.

2.2.2.3.3 The Quick Links widget presents links (icon, URL, and label text). The links displayed are static on the page and not customized to the user.

2.2.2.3.4 The Profile (Short Profile) widget will gather user profile data in a wizard format so the most important data points are prioritized and doesn't overwhelm the user with too many questions. Using default content changes to the questions or the order of questions is not in scope.

2.2.2.3.5 The Promotions widget will display targeted text or image promotions. Aclara shall collaborate with Corpus Christi to determine the logic and parameters to segment the promotions.

2.2.2.4 My Usage

2.2.2.4.1 My Usage will support the following AclaraACE®) platform elements for residential and business users: AMI Consumption Chart and Green Button Download.
2.2.2.4.2 The AMI Consumption Chart will display AMI data by month, day, and interval so that users understand their usage patterns and how their time-based rates are calculated.

2.2.2.5 My Bills

2.2.2.5.1 My Bills will support the following AclaraACE®) platform elements for residential and business users: Bill Summary, Bill History, Bill Comparison, Billed Usage Chart, and Bill Disaggregation.

2.2.2.5.2 The Bill Summary widget will display high-level information about the user's latest bill.

2.2.2.5.3 The Bill History widget will display high-level account summary information about the user's bill for the last two years.

2.2.2.5.4 The Bill Comparison widget will compare two of the user's bills so the user can understand at a high-level why their bill is higher or lower between the two bill periods.

2.2.2.5.5 The Billed Usage Chart widget displays the billed usage amounts for the last 12 months compared against the previous 12 months.

2.2.2.5.6 The Bill Disaggregation widget will show yearly utility costs and consumption disaggregated to end uses such as heating and cooling.

2.2.2.5.7 The Bill to Date widget will show an estimated bill-to-date and a projected bill amount.

2.2.2.6 My Savings

2.2.2.6.1 My Savings will support the following AclaraACE®) platform elements for residential and business users: Set Savings Goal, Ways to Save, Action Plan, and Profile (Long-form Version).

2.2.2.6.2 The Set Savings Goal widget will prompt the user to set an annual savings goal based on the user's yearly bill so the user can create an action plan and become more engaged with Corpus Christi.

2.2.2.6.3 The Ways to Save widget will display targeted savings measures so that the user will change their behavior and become more engaged with Corpus Christi.

2.2.2.6.4 The Action Plan widget will enable the user to create and update an action plan so that the user changes their behavior and become more engaged with Corpus Christi.

2.2.2.6.5 The Profile (Long-form Version) widget will gather information about a user and the user's home or business so that the AclaraACE®) portal can customize content for them.

2.2.2.7 CSR with User Management

2.2.2.7.1 CSR allows the employee to access the AclaraACE®) tools and see what the customer sees using the User Management solution.

2.2.2.8 Alerts

2.2.2.8.1 Alerts batch output files will be generated and delivered to Corpus Christi for Bill to Date, Cost, and Consumption thresholds based on subscription details provided to Aclara.

2.2.2.9 Leak Detection Notifications

2.2.2.9.1 Leak Event Integration with AclaraONE MDM is a daily import of water leak events from the AclaraONE MDM. AclaraONE detects potential water leaks by looking for continuous water consumption.

2.2.2.9.2 Leak Notifications in the Website are displayed on the Insights widget with special formatting: high-severity alerts appear highlighted in red, and low-severity alerts appear highlighted in yellow.

2.2.2.9.3 The Ways to Save widget displays Seven Water Leak Measures for detecting or fixing leaks: Repair leaky showerheads, Repair leaking toilets, Repair leaking faucets, Learn to read your water meter, Check irrigation system for leaks, Watch out for leaking home appliances, and Detect leaks in your pool.

2.2.2.9.4 The subscription widget enables customers to add and change subscriptions to leak alert emails and text messages. Customer contact information for the leak alerts can be sent with the bills. A subscription file can be used to pre-enroll customers in the notifications.

2.2.2.9.5 Leak Detection email delivery for customers signed up for e-mail leak detection notifications. Email informs customer that the notification is based on analyzing home's consumption data and that there are resources available on the utility website to assist with the problem. After receiving the notification e-mail for the first time, daily e-mails are sent reminding the customer that there is still a leak keeping the customer informed about the need to address the leak until the leak is resolved.

2.2.2.9.6 Leak Detection SMS delivery for customers signed up for SMS leak detection notifications. Text message indicates the customer can log on to the website with a direct link to login bringing the customer to the leak detection Insights widget or tab after successful login. After receiving the notification SMS for the first time, daily SMS notifications reminding the customer that there is still a leak keeping the customer informed about the need to address the leak until the leak is resolved.

2.2.3 Other Requirements

2.2.3.1 Security

2.2.3.1.1 Corpus Christi will provide Aclara with advance notice as well as a detailed description of any security and/or performance testing that is required and will coordinate testing with Aclara.

2.2.3.1.2 Corpus Christi will provide access to a test site that Aclara personnel can access via the Internet. Support for a Virtual Private Network (VPN) is not included in the scope.

2.3 Data Management

The AclaraACE® platform sits on a secure and scalable data warehouse. Data to support the platform is imported in batch to a secure FTP location. Required data includes billing information, customer records. The integration points outlined below are those that are included in the Project Scope.

Integration Point	Description	Integration Format	Frequency	Responsible	Related Modules
The Corpus Christi Web site and Self-Service modules	Corpus Christi will provide header information for purposes of integrating the AclaraACE® platform elements into their web site.	Standalone	Real Time	Corpus Christi	My Bills, My Usage, My Savings
Customer Billing Data	Corpus Christi will provide up to 2 years of historical billing and program data. One Time.	Flat file	Batch- One time for historical	Corpus Christi	My Bills, My Usage, My Savings
Customer Billing Data	Corpus Christi will provide daily updates of customer billing, usage and program data.	Flat file	Daily	Corpus Christi	My Bills, My Usage, My Savings
Interval Data	Aclara will provide 2 years of customer interval data when available. One Time.	CSV	Batch- One time for historical, then daily thereafter	Aclara	My Usage
Interval Data	Aclara will provide daily updates of customer interval data when available.	CSV	Daily	Aclara	My Usage

Integration Point	Description	Integration Format	Frequency	Responsible	Related Modules
Notification Subscription	Provide contact information and notification preferences for customers who are pre-enrolled in notifications	Standalone	One-time for the initial implementation, then as needed	Corpus Christi	Notifications
Customer Alerts Subscription Data	{Client} will provide initial and updated enrollment data	Flat file	Daily	Corpus Christi	Alerts
Alerts Bill to Date & Threshold Data	Aclara will provide output data based on BTD and threshold evaluation and calculations	Flat file	Daily	Aclara	Alerts

2.3.1 Standard AclaraACE® Billing File Mapping

Header / Column	Datatype	Notes / Description	Required from Customer
[CustomerId]	INT	Static: value = e.g. 87	REQUIRED
[customer_id]	VARCHAR(50)	Match any other import files	REQUIRED
[account_id]	VARCHAR(50)	Match any other import files	REQUIRED
[premise_id]	VARCHAR(50)	Match any other import files	REQUIRED
[mail_address_line_1]	VARCHAR(200)	If Service address or Mail address is blank; assume they are the same	TBD
[mail_address_line_2]	VARCHAR(200)	TBD	TBD
[mail_city]	VARCHAR(50)	TBD	Conditionally required
[mail_state]	VARCHAR(3)	TBD	Conditionally required
[mail_zip_code]	VARCHAR(15)	Recommended format 00000 or 000000000	Conditionally required
[first_name]	VARCHAR(50)	TBD	REQUIRED
[last_name]	VARCHAR(50)	TBD	Conditionally required
[phone_1]	VARCHAR(15)	Recommended format 0000000000	Conditionally required
[phone_2]	VARCHAR(15)	Recommended format 0000000000	Conditionally required
[email]	VARCHAR(255)	TBD	Conditionally required
[customer_type]	VARCHAR2(255)	"Residential" or "Commercial"; defaults to Residential if not provided	TBD
[service_address_line1]	VARCHAR(200)	TBD	REQUIRED
[service_address_line2]	VARCHAR(200)	TBD	

Header / Column	Datatype	Notes / Description	Required from Customer
[service_city]	VARCHAR(50)	TBD	REQUIRED
[service_state]	VARCHAR(3)	TBD	REQUIRED
[service_zip_code]	VARCHAR(15)	TBD	REQUIRED
[service_agreement_id]	VARCHAR(50)	Also known as Service Contract ID. This is the identifier for the contract for each service. This may not exist for the utility; in which case it is inferred based on other information e.g. premise + account + commodity	TBD
[service_point_id]	VARCHAR(50)	Could be same as MeterID. Equivalent of a logical meter point (metered service at a location). Can be NULL for non-metered charges	TBD
[active_date]	CHAR(8)	date that service or account first became active at the location (move-in date). Used to filter AMI data presentment. Format: yyymmdd	Required if needing to filter AMI data presentation/use by occupancy period
[inactive_date]	CHAR(8)	date that service or account became inactive at the location (move-out date). Used to filter AMI data presentment. Format: yyymmdd	Required if needing to filter AMI data presentation/use by occupancy period (when a move-out has occurred)
[rate_code]	VARCHAR(2000)	Note that rate helpers should be separated by "!" characters, which are mapped to " " in the import process	Required if using BTD functionality
[service_commodity]	INT	Service commodities (file should use ID) ID DESCRIPTION 0 all 1 electric 2 gas 3 water 4 sewer 5 garbage 6 tv 7 fire 8 transportation 9 oil 10 propane 11 other 12 latepaymentcharge 13 billcharges	REQUIRED

Header / Column	Datatype	Notes / Description	Required from Customer
[bill_date]	CHAR(8)	yyyymmdd; date that appears on customer's bill	REQUIRED
[bill_period_days]	INT	Days in bill period e.g. 32	REQUIRED
[service_read_date]	CHAR(8)	Date+timestamp; time that bill period's final read was taken - this is used for the bill period end date. This can be unique to a service. For example, if the utility supplies gas and electric, the bill period end date for the gas service could be different than the bill period end date for the electric service.	Required if using BTD functionality
[next_read_date]	CHAR(8)	Date+timestamp; time that bill period's next read will be taken - this is used with the service_read_date for the end of the current bill period for the purpose of calculating the number of days in the current bill period	TBD
[usage_value]	DECIMAL	Quantity of commodity used during the bill period; could be < 0	REQUIRED except for non-metered charges
[service_charges]	DECIMAL	Dollar value of commodity used during the bill period e.g. 93.21. Could be < 0	REQUIRED
[meter_type]	VARCHAR(64)	AMI, AMR, Regular ... not required	TBD
[meter_units]	INT	Meter Units (file should use ID): ID DESCRIPTION 1 kwh 2 gal 3 ccf 4 trees 5 lbs 6 therms 7 hcf 8 mcf 9 cf 10 cgal 11 hgal 12 kgal 13 cm 99 other	REQUIRED except for non-metered charges
[meter_id]	VARCHAR(64)	Current meterid; if Usage is provided at Service level, then use servicepoint and leave this field empty. Also leave empty for non-metered charges	Conditionally required
[meter_replaces_meterid]	VARCHAR(64)	If meterid is changed at Premise, then list old meterid here for continuity of monitoring	TBD

Header / Column	Datatype	Notes / Description	Required from Customer
[UtilityBillRecordId]	VARCHAR(64)	Unique ID of a bill for purposes of identifying bills for cancel/rebill	TBD
[Cancelled_UTILITYBillRecordId]	VARCHAR(64)	Unique ID of a bill for purposes of identifying bills that have been cancelled/replaced by a rebill	TBD
[Programs]	VARCHAR(MAX)	Comma-separated listing of "programs" e.g. Green rate, e-bill, myaccount subscriber. Note: aclara needs to have the list of possible values in order to process appropriately.	TBD
[basic_charge]	DECIMAL	Additional charge specific to the service	TBD
[service_taxes]	DECIMAL	Used to capture service level taxes	TBD
[demand_unit]	VARCHAR(50)	Unit for demand measure	TBD
[demand_quantity]	DECIMAL	Demand total	TBD
[demand_charge]	DECIMAL	Demand charge	TBD
[timestamp_demand_value]	VARCHAR(50)	Time stamp for demand	TBD

2.4 Reporting and Documentation

Aclara shall provide a customer report portal allowing access for Corpus Christi to view, drill down, and export data. Specific reporting goals and objectives will be identified and documented during the requirements gathering phase of the project.

2.5 Project Deliverables, Tasks and Schedule

2.5.1 Deliverables

The tables below describe the responsibilities and obligations of each Party with respect to each Deliverable listed in this Section.

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsible	<i>Indicates that the designated Party has responsibility and accountability for the delivery of the applicable Deliverable or milestone.</i>
[A] Approving	<i>Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.</i>
[S] Supporting	<i>Indicates that the designated Party is responsible for providing support for the applicable Deliverable or milestone</i>
[I] Informed	<i>Indicates that the designated Party will provide input and be informed of the results related to the applicable Deliverable or milestone</i>

[C] Consulted

Indicates that the designated Party is responsible for contributing to the development of the Deliverable or milestone

Phase/Deliverable	Accountability	
	Aclara	Corpus Christi
Project Initiation & Kickoff		
Detailed project schedule	R	A
Communication plan	R	A
Integration specifications	R	I
Requirements Gathering		
ZIP Codes	S	R
Requirement specifications	R	A
Baseline metrics for ongoing monitoring	C	R
Program Design & Data Acquisition		
Data Mapping Design	S	R
Portal Design Mockup	R	A
Implementation & Configuration		
Configured application in a test environment	R	I
Corpus Christi test environment with working data integration	S	R
Test accounts	I	R
Interface & Configuration Testing		
Test configuration settings and content	R	S
Test data integrations and transfers	R	S
System Testing		
Application ready for user acceptance testing	R	S
User Acceptance Testing		
Accepted and tested application	S	R
Configured application ready for deployment to production	R	A
Product Release & Launch		
Aclara production release	R	A

Phase/Deliverable	Accountability	
	Aclara	Corpus Christi
Corpus Christi launch	S	R
Transition to Support Services	R	A

2.5.2 Tasks

2.5.2.1 Phase 1: Project Initiation and Kickoff

Upon contract approval, Aclara shall hold a kickoff meeting to begin the project. During this kickoff phase, Aclara and Corpus Christi will identify and introduce the teams and confirm the project scope, define the project team organization, and develop the communication plan. Aclara shall assign a Project Manager to oversee and coordinate the day-to-day activities of all parties involved.

2.5.2.2 Phase 2: Requirements Definition

Aclara shall schedule group and individual discussions/workshops with key stakeholders of Corpus Christi project in order to gain a detailed understanding of the business requirements. Workshops include but are not limited to defining the following: goals and objectives, metrics and reporting criteria, redirect/login requirements, data transfer requirements, and web integration, and branding requirements.

2.5.2.3 Phase 3: Program Design & Data Acquisition

During this phase, Aclara shall work with Corpus Christi to acquire the data needed to support the project and analyze the data to ensure that there are no quality issues. These efforts include working with Corpus Christi to implement a process to retrieve regular billing data updates. Aclara shall draft an initial prototype of the design. The primary goal at the end of this phase is to have the portal design finalized.

2.5.2.4 Phase 4: Implementation & Configuration

During this phase, key tasks include the configuration of the portal based on the final portal design. Aclara shall configure the changes specified in the requirements gathering phase and set up the system in the Aclara test environment ready for review by Corpus Christi. Aclara shall work with Corpus Christi to confirm necessary integration points as identified in Section 2.3 for use during interface and system testing. The primary goal at the end of this phase is to have the test environment configured, a working data transfer and a stable test environment for system testing.

2.5.2.5 Phase 5: Interface & System Testing

Aclara shall perform interface and system testing with support from Corpus Christi as necessary. As part of the interface testing, Aclara shall perform configuration testing, troubleshoot data transfers, and test content. As part of system testing, Aclara shall execute test plans and complete a fully integrated test of the applications from Corpus Christi test environment to the Aclara test environment, simulating Corpus Christi customer experience. During this task, problems will be identified and fixed. The deliverable of this task is the applications ready for user acceptance testing.

2.5.2.6 Phase 6: User Acceptance Testing

During this phase, Corpus Christi will review the application in a test environment, provide feedback, and identify issues required for the launch. Aclara shall support Corpus Christi during the acceptance testing and quickly correct any problems identified so that Corpus Christi can retest as necessary.

2.5.2.7 Phase 7: Production Release & Launch

Aclara shall release products into the production environment to align with Aclara’s monthly product release cycles. Aclara shall transition Corpus Christi from Implementation Services to Support Services.

2.5.3 Draft Portal Project Timeline

The following draft schedule will be refined as part of the project kickoff phase.

Phase	Duration (In Days)	(In Weeks)																												
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Project Initiation & Kickoff	11 days*																													
Requirements Definition	40 days																													
Program Design & Data Acquisition	60 days																													
Implementation & Configuration	60 days																													
Interface & System Testing	40 days																													
User Acceptance Testing	25 days																													
Production Preparation & Launch	25 days																													
Total # of Days	136 days																													

*Full historical data load of AMI and Billing must be provided 3 months prior to Production Release & Launch.

2.5.4 Roles, Responsibilities and Engagement Structure

The Corpus Christi will allocate the following described personnel to the Project with appropriate knowledge of the indicated area and the skills to perform Corpus Christi tasks, and any additional personnel that may be necessary for Corpus Christi to perform its obligations under the implementation work plan.

- Project Manager
- Subject Matter Experts in relevant areas of the application
- Resource(s) to review and approve the portal design
- Technical resource(s) to complete the integration

- Business Analyst(s) familiar with data in the Customer Information System
- User Acceptance Testing resource(s)
- Escalation resource(s)

Aclara will allocate the following described personnel to the Project with appropriate knowledge of the indicated area and the skills to perform Aclara tasks, and any additional personnel that may be necessary for Aclara to perform its obligations under the implementation work plan.

- Project Manager
- Subject Matter Experts in relevant areas of the application
- Technical resource(s) to complete the integration
- Business Analyst(s) familiar with AclaraACE® product and integrations
- Quality Assurance Testing resource(s)
- Escalation resource(s)

2.6 Acceptance Criteria and Process

2.6.1 Acceptance Criteria

To determine when AclaraACE® or relevant components have been successfully implemented (“Successful Implementation”), the parties agree to an acceptance testing process as follows:

- Aclara shall notify Corpus Christi when the AclaraACE® or relevant components are ready for testing.
- The Corpus Christi will make reasonable attempts to support testing of the application within ten (10) business days. Testing shall include operation of the system and comparison with the specification.
- If Corpus Christi identifies problems that cause the AclaraACE® or relevant components to cease functioning, Corpus Christi will provide them to Aclara in writing.
- Aclara shall then have a maximum of ten (10) business days to correct any materially non-conforming component (Severity 1 and Severity 2 issues) and notify Corpus Christi that the application is ready for re-testing.
- Non-implementation issues, including but not limited to, minor application problems not critical to operation (Severity 3 and Severity 4 issues) or enhancement requests, need not prevent Corpus Christi acceptance of the Implementation. However, plans to correct such problems or make the enhancements will be in place and included as part of the acceptance criteria.

2.6.2 Acceptance Process

The AclaraACE® or relevant components will be considered to have been successfully implemented the earlier of: 1) Corpus Christi notifies Aclara that the Private Label Site or relevant components have successfully passed the acceptance testing; 2) Aclara has delivered the application and Corpus Christi does not notify Aclara in writing of any Severity 1 or Severity 2 problems within the time period specified above or chooses to delay production use, or; 3) Corpus Christi begins making the AclaraACE® or relevant components available to its customers.

The above agreement is subject to the constraints and timing of the Aclara product release cycles.

Severity (Sv)	Severity Description
1-Critical	A problem that significantly impacts Corpus Christi's customers or employees. The Private Label Software is not fully functioning and results in a loss of system availability, loss of security or results in inaccurate results. No workaround or immediate solution is available.
2-Major	A problem that impacts Corpus Christi's customers or employees. The Private Label Software is not fully functioning or is malfunctioning such that its use is restricted for a particular AclaraACE® element.
3-Average	Corpus Christi is able to use the Private Label Software with the exception of a specific function that is neither critical to Corpus Christi's overall operations nor impacts its customers or employees.
4-Minor	There is a minor problem that does not affect the operation of the Private Label Software.

3.0 Corpus Christi RESPONSIBILITIES

3.1 Corpus Christi agrees to provide or perform the tasks identified in Section 2.2.2 and Section 2.2.3 to enable Aclara to perform the Services and provide the Deliverables under this SOW.

**Attachment 3
to
Statement of Work**

Milestones and Software Delivery Schedules

1 - AclaraONE Upgrade Implementation

Project Milestones - Total Professional Services fees - \$88,500 (Exhibit B; TBD)

Milestone	Percent	Amount	Acceptance Criteria
Contract Signature	50% 10 days after signature	\$44,250	Contract Signed by Corpus Christi and Aclara
UAT Complete	50%	\$44,250	Completion of System User Acceptance (SAT)

2 - AclaraACE Implementation

Project Milestones - Total Professional Services fees - \$175,000 (Exhibit B; TBD)

Milestone Description	Percent	Amount	Acceptance Criteria
Contract Signature	25% 10 days after signature	\$43,750	Contract signed by Corpus Christi and Aclara
Requirements gathering complete	15%	\$26,250	Completed Requirements document delivered to Corpus Christi
Design & Data Acquisition	25%	\$43,750	Portal Design Approved by Corpus Christi
UAT Complete	15%	\$26,250	UAT signed off by Corpus Christi
Portal Delivery to Production	20%	\$35,000	Production verification approved by Corpus Christi
Total		\$175,000	

Attachment 4
to
Statement of Work

Rate Schedule

In the event that the Client or System Owner requires Services beyond the scope or requests any changes to this SOW during project period and support term, Aclara could provide such Services according to the Rate Schedule below and Change Order procedure listed in this Attachment 5.

The following categories have been defined for the Aclara Professional Services Team in the event of a change order:

Professional Services Staff	Hourly Rate	Off-hours hourly rate	On-call hourly rate
Sr. Technical Advisor	\$250	\$375	\$120
Product Manager	\$200	\$300	\$120
Project Manager	\$195	\$290	\$120
Field Supervisor	\$165	\$240	\$120
Sr. Technical Advisor	\$250	\$375	\$120
Sr. Systems Engineer/Sr. QA	\$185	\$270	\$120
Sr. Business Analyst	\$185	\$270	\$120
DBA/Application Consultant	\$185	\$270	\$120
Systems Engineer/QA/UI	\$165	\$240	\$120

Expenses: as incurred per visit Mileage: then current IRS mileage rate

Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.
 - 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours. The following constitutes Off-Hours (all time in prevailing eastern time zone):
 - Aclara observed Holidays
 - Weekends: 6:00 p.m. Friday until 8:00 a.m. Monday
 - Weekdays: 6:00 p.m. until 8:00 a.m.
 - 3) On-Call service is a pre-arranged service by which the Client places a request to have an Aclara staff member accessible for a specified time period. During the period for which an Aclara staff member is accessible, On-Call Rates will be charged. If an Aclara staff member must perform services during the On-Call period, the services will be billed at the appropriate Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call rate. This service will be provided remotely via a telecommunications link.
 - 4) All expenses must be pre-approved by Client.
- A. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.
- 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to transportation fares (air, bus, rail), lodging, meals, automobile rental, fuel, parking and local transportation, and will be charged to the Client on an actual basis. Actual receipts must be provided as documentation to Client. All travel expenses provided by Aclara will be in accordance with the Corpus Christi City Travel Policy for Contractors.
- B. Aclara reserves the right to change the above rates upon 30 days' notice. Changed rates shall not apply retroactively.

Attachment 5

to

Statement of Work

Change Order Procedure

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Client or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule; and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Aclara will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:

Aclara Technologies LLC (Aclara)

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

Accepted By:

City of Corpus Christi

By: SAMPLE

Print name: SAMPLE

Title: SAMPLE

Date: SAMPLE

EXHIBIT C
ACLARA SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into as of the date last signed below (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company
77 Westport Plaza Suite 500
St. Louis, MO 63146
(Referred to herein as "Aclara")

And City of Corpus Christi, a Texas Municipal Corporation
1201 Leopard Street
Corpus Christi, Texas 78401
(Referred to herein as "Licensee")

Individually, Aclara® and Licensee may be referred to as "Party" and collectively as "Parties".

Whereas, the Parties have entered into a Master Agreement of October 22, 2013 under which Aclara has agreed to sell and Licensee has agreed to purchase certain equipment and services; and

Whereas, Licensee desires to obtain from Aclara, and Aclara desires to provide certain computer software and associated maintenance services as more fully described below:

NOW THEREFORE, in consideration of the mutual covenants contained herein and in the Master Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following words and phrases shall have the following meanings for the purposes of this Software License Agreement:
 - A. "Software License Agreement" means this document and the following Attachments all of which are attached hereto and made a part hereof, and any amendments, modifications or supplements thereto or attachments incorporated therein:
 - 1) Attachment A - Listing of Aclara Licensed Software, Third Party Licensed Software, Licensing Parameters, Third Party Software Not Licensed, and License Fees.
 - B. "Aclara Licensed Software" means the software described on Attachment A as "Aclara Software".
 - C. "Delivery" shall mean the remote installation of the Software on the Licensee-provided Designated Equipment, or, if applicable, upon the Delivery of the Designated Equipment provided by Aclara on which the Software is installed.
 - D. "Designated Equipment" means the computer equipment of Licensee in which Aclara loads the Licensed Software on the Licensee's back-up computer equipment and such additional equipment as Licensee may from time to time designate in writing, which such back-up equipment and such additional equipment shall meet Aclara's applicable specifications.
 - E. "Documentation" means basic, descriptive, training and instructive materials pertinent to the Licensed Software.

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- F. "Hosted Solution(s)" means the Software, systems and servers which reside at the Aclara facility.
 - G. "Licensed Software" means the Aclara Licensed Software and the Third Party Licensed Software.
 - H. "Licensing Parameters" means Central Processing Units (CPUs), Processors (including Sockets and/or Cores), Seats, Interfaces and End Points connected to the system (Meters, LCTs, CSTs, DSIs, MTUs, DCUs, etc.) and Utilities as set forth on Attachment A.
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 - N. "Software Upgrade" for the purpose of this Agreement, means a modification or addition to Licensed Software that is beyond the scope of the definition of Software Updates; and that may be offered to Licensee for licensed use and maintenance. If Licensee requests Aclara to add a Software Upgrade of the Software licensed under this Agreement such Software Upgrade shall be incorporated by written Amendment.
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 - Q. "Aclara Technology System" means the system comprised, in part, of: 1) the equipment purchased by Licensee from Distributor and 2) the Licensed Software licensed to Licensee hereunder.
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- 2) upon Licensee's ceasing to do business;
 - 3) upon the dissolution of Licensee;
 - 4) upon the filing of any petition for declaration of bankruptcy or insolvency by or against Licensee which is not withdrawn or dismissed within 30 days; or
 - 5) upon the appointment of a receiver for Licensee.
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THE LOSS OF BENEFIT, PROFIT, REVENUE, OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Uniform Computer Information Transactions Act. The Uniform Computer Information Transactions Act (the "Act"), including any law that incorporates substantially all of the provisions of the Act, however titled, shall not apply to this Software License Agreement.
15. Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.
16. Notices. Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U. S. Mails.

If to Aclara:
Aclara Technologies LLC
Attn: Contract Administration
77 Westport Plaza Suite 500
St. Louis, MO 63146

If to Licensee:
City of Corpus Christi
Attn: Peter Collins
1201 Leopard Street
Corpus Christi, Texas 78401

17. Injunctive Relief. Licensee agrees that notwithstanding anything contained herein to the contrary, in the event of a breach by Licensee of the terms of this Software License Agreement, or if Aclara has reasonable reason to believe that such a breach is imminent, Aclara shall have the unequivocal right to seek and obtain timely injunctive relief against Licensee in order to protect Aclara's rights in and to the Licensed Software.
18. Governing Law. This Software License Agreement shall be governed by the laws of the State of Texas, United States of America.

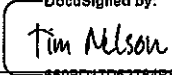
SIGNATURES ON FOLLOWING PAGE

Aclara-Corpus Christi

IN WITNESS WHEREOF, the Parties have executed this Software License Agreement as of the date last signed below.

Aclara Technologies LLC

City of Corpus Christi (TX)

DocuSigned by:

By: _____
668BD17D62764B6...
Name: Tim Nelson
Title: HPS VP Finance
Date: 6/8/2020

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D
MAINTENANCE AGREEMENT

This Agreement is made and entered into as of the date last signed below (the "Effective Date") by and between:

Aclara Technologies LLC, an Ohio Limited Liability Company
77 Westport Plaza Suite 500
St. Louis, Missouri 63146
(Referred to herein as "Aclara")

And City of Corpus Christi, a Texas Corporation
1201 Leopard Street
Corpus Christi, Texas 78401
(Referred to herein as "Customer")

Individually, Aclara® and Customer may be referred to as "Party" and collectively as "Parties".

Whereas, the Parties have entered into a Master Agreement of October 22, 2013 under which Aclara has agreed to sell and Customer has agreed to purchase certain equipment and services; and

Whereas, the Parties have also entered into a Software License Agreement of even date, whereby Customer has agreed to license from Aclara, and Aclara has agreed to license to Customer certain computer software; and

Whereas, pursuant to such Software License Agreement, Customer has agreed to obtain from Aclara, and Aclara has agreed to provide to Customer associated maintenance and hosted services for the Customer's Aclara Technology System, as more fully described below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:
 - A. "Aclara Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.
 - B. "Aclara Technology System" (or "System") means the system comprised of, in part 1) the Hardware purchased from Aclara by Customer, and 2) the Software licensed by Aclara to Customer under the terms of the Software License Agreement.
 - C. "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 on Schedule B hereto.
 - D. "Classroom Training" means training offered by Aclara at its facility.
 - E. "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.
 - F. "Custom Enhancement" means any improvement, modification or addition that, when made or added to the Software or Third Party Licensed Software, changes its utility,

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efficiency, functional capability or application. Custom Enhancements are not included as part of this Agreement.

- G. "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.
- H. "Documentation" means the user manuals and supporting documentation in electronic form containing copyrighted material and other proprietary material and information of Aclara provided with the Software under this Agreement.
- I. "Error" means any failure of Software to conform in all material respects to the requirements of this Agreement or Aclara's published specifications. Any nonconformity resulting from Customer's misuse, improper use, alteration or damage of the Software, the combination of the Software with any hardware or software not supplied by or authorized by Aclara, or any other condition beyond the control of Aclara, shall not be considered an Error.
- J. "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with the published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity
- K. "E-Learning" means on-line training offered by Aclara via the Internet.
- L. "Hardware" means the Aclara Equipment and Third Party Equipment identified on Exhibit B which may include Test Equipment, Meter Transmission Unit (MTU), Data Collection Unit (DCU) and Utility MTU Programmer.
- M. "Hosted STAR Network Control Computer" or "Hosted NCC" means Software and database storage capacity installed, hosted and maintained on application and database servers or other equipment controlled by Aclara and made accessible to Customer through the Internet via one or more Customer Portals.
- N. "Issue" means a problem with the Hosted NCC identified by the Customer, which requires a response by Aclara to resolve.
- O. "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 of the Services.
- P. "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.
- Q. "Renewal Period" means each of one or more consecutive twelve (12) month periods following the Initial twelve (12) month Term of this Agreement.
- R. "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:

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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. Operational Incident which does not involve an equipment outage but may cause an inconvenience and does not impact business operations or functionality of the Hosted NCC . Should be resolved after more serious Incidents have been resolved.

- S. **“Software”** means the software and firmware provided by Aclara, and listed in the Software License Agreement. All Software, Software Revisions and Software Versions provided by Aclara shall be subject to the terms and conditions of the Software License Agreement entered into by and between Aclara and Customer, including any amendments thereto.
- T. **“Software Version”** means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. Software Versions are not provided or included as part of this Agreement.
- U. **“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.
- V. **“Supplemental Services”** means the services set forth on Schedule C hereto, and offered at the prices set forth on Schedule C hereto.
- W. **“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.
- X. **“Third Party Licensed Software”** means the software provided as part of the Aclara Hosted NCC, but not developed by Aclara.
- Y. **“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.

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2. Term of Agreement. Subject to the termination provisions set forth below, this Agreement shall become effective as of 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").
3. Scope
 - A. Software Maintenance and Hosting.
 - A. The Software maintained under this Agreement shall be the Software set forth in Attachment A to the Software License Agreement. Any additional Software for which a license is obtained by the Customer from Aclara shall be automatically incorporated into this Agreement and the pricing for Maintenance Services adjusted accordingly.
 - B. Aclara will provide the Hosted Solution in a secure, 24/7 environment according to the terms established herein.
 - C. 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 goal excludes scheduled maintenance and upgrades, failure caused by the Internet or Customer software, events of force majeure, or downtime caused by any other factor beyond Aclara's reasonable control.
 - D. Aclara will use commercially reasonable efforts to prevent more than 1 hour of continuous down time during business hours (defined as 6:30AM to 6:30 PM CST) every day; and to prevent more than 6 hours of continuous down time during non-business hours (defined as the hours between 6:31 PM to 6:29 AM (CST), with the same exclusions as noted above.
 - E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-business hours. Aclara will provide Customer with as much advanced notice of scheduled downtime as reasonably possible.
 - F. During any period of downtime of the Hosted Solution of more than one hour 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 Customer staff if there will be more than one hour of down time of the Hosted Solution. Notice will include at least a brief description of the reason for the down time and an estimate of the time when Customer can expect the site to be up and available.
 - H. Aclara agrees that it will protect the hosted data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Aclara shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such hosted data.
 - I. 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.
 - B. Hardware Maintenance. Under this Agreement, Aclara provides assistance to Customer by remote diagnosis and troubleshooting of those items identified in Section 1.L. above, which have been purchased by Customer from Aclara. In addition, Supplemental

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Maintenance Services for such Hardware may be available when offered in Schedule C during the term of the Agreement. For existing DCUs, they will continue to be supported until January 1, 2021 or replaced or decommissioned as part of the DCU upgrade project.

- C. Maintenance Services Provided. Aclara shall provide Maintenance Services at the level selected by the Customer as designated in Schedule J, Maintenance Services Selected. The following are included as part of this Agreement:
- A. Aclara Software Revisions and Patches. Aclara shall provide Software Revisions and Patches as they become available. In support of such Software Revisions and Patches, Aclara shall provide updated user technical documentation reflecting the Software Revisions and 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. Third Party Software Revisions. At the option of Aclara, periodic Software Revisions of the Third Party Licensed Software will be provided by Aclara without further charge provided the following conditions are met: (i) the Software Revision corrects a malfunction in the Third Party Software that affects the operation of the Software; and (ii) the Software Revision has, in the opinion of Aclara, corrected malfunctions identified in the Aclara Technology System and has not created any additional malfunctions; and (iii) the Software Revision is available to Aclara. Customer is responsible for obtaining and installing the Software Revision if the Third Party Software was not licensed to Customer by or through Aclara. Software Revisions to Third Party Licensed Software provided by Aclara are specifically limited to the Third Party Software identified and set forth in Attachment A to the Software License Agreement. Any associated Hardware or Hardware modifications required to support revisions of Third Party Software are not included under the terms of this Agreement.
 - D. 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 A, Maintenance Services.
 - E. Service Limitations. The Maintenance Services defined in this Agreement are applicable only to the Aclara Technology System, excluding third party equipment, and Third Party Software identified in Attachment A to Software License Agreement. The following limitations apply to Maintenance Services under this Agreement.
 - 1) New Software Versions are not included as a part of this Maintenance Agreement. Such Software Versions will be offered to Customer for additional fees and costs.
 - 2) Maintenance services shall be limited to the latest Software Revision, and the two previous Software Revisions currently maintained by Aclara. All code changes, Enhancements or fixes will be incorporated into the latest Software Revision or a future Software Revision. Aclara has no obligation to make code changes, Enhancements or fixes to previous Software Revisions.
 - 3) Maintenance Services do not include costs incurred by Aclara while investigating problems that are the result of Customer's negligence, misuse, or unauthorized application, alteration, or modification of the Software, Hardware, or interfaces to the equipment configuration, which shall be invoiced to Customer on a time-and-material basis at Aclara's then current published rates. The current rates are set forth on Schedule B hereto.

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- 4) Services offered outside of Maintenance Services as noted in Schedule C, Supplemental Services attached hereto are not included in this Agreement. Such additional services are available and may be provided upon Customer's request at the fixed price established on Schedule C, and if no fixed price is established, in accordance with the terms and rates provided in Schedule B hereto.
- 5) During Renewal Periods, certain follow-up training is provided as outlined in Schedule A, 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.
- 6) Aclara shall consider and evaluate the development of Custom Enhancements for the specific use of Customer and shall respond to Customer's requests for Custom Enhancements or other additional services pertaining to the Software. Such Custom Enhancements or additional services shall be subject to a separate charge in accordance with Aclara's then in effect rates. The current rates are listed on Schedule B hereto.
- 7) 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.
- 8) Maintenance Services do not include any problem resulting from the combination of the Software with such other programming or equipment unless such combination has been approved by Aclara.
- 9) Maintenance Services do not include any problem caused by changes to other software (including releases and patches), interfaces or systems connected to the Software including but not limited to changes of operating systems database servers, web servers, and communications software.
- 10) Maintenance Services do not include changes in workflow, practices, procedures, or processes that differ from the Software approved specifications.
- 11) Customer specific testing and reimplementations of Custom Enhancements are not part of this Maintenance Agreement

Customer will be responsible to pay Aclara for time or other resources provided by Aclara to diagnose or attempt to correct any of the items set forth above in this Section 3.E., at Aclara's then current time and material rates. If Aclara incurs expense in servicing claims which are later shown to result from any of the above activities, Customer shall pay Aclara the costs associated with the performance of such service. Aclara's time and material rates are attached hereto as Schedule B. Aclara, in its sole discretion, may change these rates from time to time with thirty (30) days advance notice to Customer.

4. Customer Responsibilities

A. Notification of Issues

- 1) Customer shall provide Aclara with timely notification of any new System issues by one of three methods:
 - a. By entering the problem on the Aclara Customer Portal (See Note 1 below);

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- b. Contacting Aclara Customer Support at **1-800-892-9008**; or
- c. Emailing the problem to **support@aclara.com**

Note 1: Customer's utilization of the Aclara Customer Portal is the preferred method for Issue notifications.

- 2) Aclara provides technical support for Severity 1 and 2 issues, 24 hours per day; seven (7) days per week; 365 days per year. All Severity 1 and 2 notifications submitted between the hours of 6:00 p.m. and 6:30 a.m. Central Time (Monday through Friday, Weekends and Aclara Holidays) must be submitted through the Aclara Customer Portal. If Customer cannot readily access the Aclara Customer Portal, Customer may contact Aclara at the "800" number listed above.
 - B. Technical Staff. Customer shall be responsible for maintaining sufficient suitably trained technical staff to operate and maintain the System on a day-to-day basis. Aclara training for designated contacts shall be made available to Customer.
 - C. Support for Problem Investigation. Customer shall support all reasonable requests by Aclara as may be required in problem investigation and resolution.
 - D. Designation of Point of Contact. Customer shall assign an individual or individuals to serve as the designated contact(s) for all communication with Aclara during Issue investigation and resolution.
 - E. Discovery of Errors. Upon discovery of an Error, Customer agrees, if requested by Aclara, to submit to Aclara a listing of output and any other data that Aclara may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
5. Payment and Charges
- A. Billing Rate. The charge for Maintenance Services as defined herein shall be at the annual Fee as identified in Schedule D, Maintenance Services Selected hereof during the Initial Term of this Agreement. The annual Fee shall not be subject to adjustment during the Initial Term. Thereafter, during any subsequent Renewal Period, upon receipt of a 30 day notice, the Fee shall be subject to adjustment [not to exceed five percent (5%)] at the commencement of each Renewal Period.
 - B. Currency and Taxes. Prices and charges stated herein are in U.S. dollars and are exclusive of Import Duties, Tariffs, Provincial, Federal, State, Municipal or other Government Excise, Sales, Use or like Taxes, all of which shall be Customer's responsibility.
 - C. Suspension of Services due to Unpaid Invoices. In the event that any of the Charges remain unpaid for more than thirty (30) days after becoming due for payment, Aclara shall be entitled to withdraw the Maintenance Services.
 - D. Billing Frequency. Charges for the services provided under this Agreement shall be invoiced annually in advance. Payment of all such invoices shall be due and payable within thirty (30) days of the date of invoice.
 - E. Partial Services. Aclara reserves the right to invoice the Customer for any partial month services which may result from the Effective Date or date of termination of this Agreement, at a prorated charge.

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- F. **Reinstatement Fee.** In the event that Customer terminates or elects not to renew this Agreement and subsequently wishes to reinstate it, in addition to paying Aclara's then current fees and charges, Customer shall also pay Aclara, a reinstatement charge. The reinstatement charge shall include a lump sum equal to the total fees and charges which would have been paid for the period of lapse had the lapse not occurred: provided, however that if the lapse period is three (3) years or longer, Aclara shall have the option at its sole discretion to refuse to reinstate said Agreement

6. Termination

- A. This Agreement may be terminated by either party at any time by not less than thirty (30) days prior written notice.
- B. Aclara shall have the right to terminate this Agreement at any time in the event of Customer's bankruptcy, insolvency, or any continuing non-payment for services in excess of thirty (30) days.
- C. If either party shall at any time commit any breach of any covenant or agreement herein contained, and shall fail to remedy any such breach within thirty (30) days after the other party provides written notice specifying in reasonable detail such breach, the other party may, at its option, terminate this Agreement by prior notice in writing to such effect.
- D. Aclara shall have the right to terminate or refuse Maintenance Services if, in Aclara's opinion, conditions at the equipment location represents a hazard to the safety or health of Aclara's personnel.

7. Warranties

- A. With respect to Services to be performed by Aclara under this Agreement, Aclara warrants that it will use reasonable care and skill in the provision of the Services. The Services shall be performed in a professional, competent and timely manner by Aclara Personnel appropriately qualified and trained to perform such Services. In the event of a breach of the foregoing warranty relating to Services occurs within twelve months from the date of the providing of such Services, Aclara shall, at its sole cost and expense, re-perform such Services. Re-performance of such Services shall be Aclara's sole liability and Customer's sole remedy for a breach of warranty.
- B. Except as expressly set out herein, all conditions and warranties, express or implied, statutory or otherwise (including but not limited to any concerning merchantability or fitness for a particular purpose) are hereby excluded to the extent permitted by law.

8. Limitation of Liability and Damages

The Parties have agreed to limit Aclara's total aggregate liability and exclude the recovery of certain types of damages. Notwithstanding anything contained herein to the contrary, the total aggregate liability of Aclara to the Customer for any and all liability arising out of or in connection with the performance of this Maintenance Agreement shall be limited to the then current annual Maintenance Services Fee paid by Customer to Aclara under this Agreement. IN NO CASE SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This provision shall survive termination of this Agreement.

9. Excusable Delays.

Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by delays in shipment, delivery or taking receipt of any items sold

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hereunder, or loss or damage thereto, acts of God, acts of the other Party, acts of civil, regulatory or military authority, U.S. Governmental restrictions or embargoes, war, terrorism, riot, fires, strikes, flood, epidemics, quarantine, restrictions, default or delay by supplier, breakdown in manufacturing facilities, machinery or equipment, delays in transportation or difficulties in obtaining necessary materials, labor or manufacturing facilities due to such causes, or any other cause beyond a Party's reasonable control. In the event of such occurrence, performance shall be suspended to the extent made necessary by such forces, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely affected shall use all Commercially Reasonable Efforts to minimize the extent of the delay in performance. No event of Force Majeure shall apply to any obligation by either Party to pay money.

10. Assignment.

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, provided however, that Aclara may assign this Agreement to an Affiliate, or to an entity acquiring all or substantially all of the assets of Aclara if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Aclara is merged if the surviving entity is an Affiliate, in each such case without prior approval of the other Party. In any such event, Aclara shall provide the other Party with prompt written notice of such assignment. As used herein, "Affiliate" means a company which either owns or controls Aclara or which Aclara owns or controls directly or indirectly, or is under common control directly or indirectly with Aclara through a common parent company.

11. Waiver.

No waiver of any term of this Agreement by either party shall be deemed to be a further or continuing waiver of any other term of this Agreement.

12. Governing Law.

This Agreement shall be governed by the laws of the State of Texas, U.S.A.

13. Severability.

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Notices.

Any notices required or permitted hereunder shall be in writing and shall be deemed to be given sent by United States registered or certified mail, postage prepaid, to the respective Parties at the addresses shown below. Notices so given shall be deemed received three business days from the date of deposit in the U.S. mails.

If to Aclara:

Aclara Technologies LLC
Attn: Legal Department
77 Westport Plaza Suite 500
St. Louis, MO 63146

Aclara – Corpus Christi

If to Customer:

City of Corpus Christi
Attn: Peter Collins
1201 Leopard Street
Corpus Christi, Texas 78401

15. Entire Agreement.

This Agreement, including Schedules A, B, C, D, E, F, G, H, I, and J hereof, contains the entire agreement between the parties hereto relating to the subject matter hereof and may not be changed or modified in any manner, orally or otherwise, except by a written amendment signed by a duly authorized officer of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the respective dates set forth below.

Aclara Technologies LLC

City of Corpus Christi (TX)

By: Tim Nelson
669BD17D62784B8...

By: _____

Name: Tim Nelson

Name: _____

Title: HPS VP Finance

Title: _____

Date: 6/8/2020

Date: _____

Aclara – Corpus Christi

SCHEDULE A
MAINTENANCE SERVICES

	Hosted Maintenance
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, or by emailing support@aclara.com 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 by accessing the Aclara Customer Portal or calling Aclara's Toll –free number 800-892-9008. 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

Aclara – Corpus Christi**SCHEDULE B
TIME AND MATERIAL RATES**

Additional Services may be provided at the Customer's request in accordance with the following Time and Material Rates (hereinafter referred to as "Rates"¹).

Rates:

The following Rate categories have been defined for Aclara technical staff:

Aclara Technical Staff	Standard Hourly Rate	Off-Hours Hourly Rate	On-Call Hourly Rate
Sr. Technical Advisor	\$250	\$375	\$120
Product Manager	\$200	\$300	\$120
Project/Account Manager	\$195	\$290	\$120
Deployment Manager	\$195	\$290	\$120
Sr. Engineer	\$185	\$270	\$120
Sr. Business Analyst	\$185	\$270	\$120
Database Administrator/Application Consultant	\$185	\$270	\$120
Trainer	\$185	\$270	\$120
Engineer/Support Engineer	\$165	\$240	\$120
Business Analyst	\$165	\$240	\$120
Equipment Service/Installation	\$125	\$200	N/A
Administrative Support	\$125	N/A	N/A

1. Rate Adjustments.

The above hourly rates are in U.S. Dollars and are subject to adjustment upon thirty (30) days' notice.

2. Service Charges.

A. Services will be charged at the applicable Rates as follows:

- 1) Standard Hourly Rates will apply to all service hours expended that do not exceed eight (8) consecutive hours during Aclara's normal business hours of 8:00 a.m. - 6:00 p.m. Eastern Time, Monday through Friday, excluding Aclara Holidays.
- 2) Off-Hours Hourly Rates will apply to all service-hours expended beyond eight (8) consecutive hours during Aclara's normal business hours of 8:00 a.m. – 6:00 p.m. Eastern Time, Monday through Friday excluding Aclara Holidays.

¹Rates exclude any applicable taxes and the like.

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- B. If Aclara is requested to travel to the Customer's site to provide Services, the costs and expenses associated with such travel will be borne by Customer and invoiced as set forth below.
 - 1) Travel Expenses: Unless otherwise mutually agreed, Aclara's travel expenses for On-Site Services shall include, but are not limited to airfare, lodging, meals, automobile rental, fuel, parking and associated administration fees, and will be charged to Customer on an actual basis and subject to the Corpus Christi City Travel Policy for Contractors.
 - 2) Portal to Portal Invoices: Travel time for On-Site Maintenance Services will be invoiced to Customer on a portal-to-portal basis at Aclara's On-Call Hourly Rates.

3. On-Call Maintenance Service

On-Call Maintenance Service is a pre-arranged service by which Customer places a request to have Aclara technical staff accessible remotely for a specified time period. During the period for which Aclara technical staff is accessible, On-Call Hourly Rates will be charged. If Aclara technical staff must actually perform services during such period, the services will be billed at the appropriate Standard Hourly Rate or Off-Hours Hourly Rate, instead of the On-Call Hourly Rate. This service will be provided remotely via a telecommunications link.

4. Pre-Purchased Support Hours

- A. Pre-purchased software support hours are a block of hours intended to cover Software issues that are not covered under this Agreement, thereby allowing the Customer added flexibility to utilize Aclara's services without generating a Change Order. Should Customer request services which are not included in this Agreement and desire to utilize the pre-purchased hours, Aclara shall provide the Customer with an estimated number of hours required to resolve such request. The Customer may then advise Aclara either to stop working, sign and fund a Change Order, or use the pre-purchased support hours to resolve the request. Aclara reserves the right to decline the Customer's request, depending on the nature of the request.
- B. Pre-purchased support hours may be purchased at any time during the term of this Agreement. Pre-purchased support hours expire upon termination of this Agreement or within one year after purchase (regardless of use), whichever occurs first.
- C. Pre-purchased software support hours are offered in the following increments and volume discounts:

40 hours	Hourly Rates listed in Section 1 above.
80 hours	5% discount
120 hours	10% discount

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SCHEDULE C
SUPPLEMENTAL SERVICES OFFERED

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

STAR®1. STAR System Monitoring ServiceA. Tiered Fees:

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

B. 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 provides 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:

- 1) Network Control Computer
- 2) Data Collector Units
- 3) Meter Transmitting Units
- 4) Handheld programmers.

C. 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:

- 1) Battery voltage loss
- 2) Reading reception loss
- 3) File processing errors

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

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

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

2. STAR DCU Maintenance ServiceA. Tiered Fees:

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.

B. 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.

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

- C. 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 lightning 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.
- D. 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.
- E. 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.

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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 on Aclara invoices, please check here.**

A. Selected Maintenance Level (check one) (Annual First Term Price shown):

Premier:

AclaraONE Maintenance Annual Fee \$ 159,880.00

B. Supplemental Services:

System Monitoring Service, Tier 6 \$ 15,000.00

DCU Maintenance Service, Tier 4 \$ 25,000.00

C. AWN Fees \$ 14,400 (\$288/DCU)

3. Customer Designated Contact Information:

Designated Renewal Contact Information

Name Peter Collins

Title CIO

Address 1201 Leopard Street

Address Corpus Christi, TX 78401

Telephone 361.826.3735

Fax _____

Cellular Phone 218.242.9642

Email Address _____

Designated Contact Information

Name Alan Carlos

Title Assistant Director

Address 1201 Leopard Street

Address Corpus Christi, TX 78401

Telephone 361.826.3782

Fax _____

Cellular Phone 904.860.6618

Email Address _____

Designated Contact Information

Name Frank De Los Santos

Title IT Manager

Address 1201 Leopard Street

Address Corpus Christi, TX 78401

Telephone 361.826.3047

Fax _____

Cellular Phone 361.658.7625

Email Address frankd@cctexas.com

Designated Contact Information

Name _____

Title _____

Address _____

Address _____

Telephone _____

Fax _____

Cellular Phone _____

Email Address _____

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**SCHEDULE E
ACLARA WIRELESS NETWORK
SUPPORT AGREEMENT**

1. Scope

- F. Wireless Data Services and activation.
 - A. Devices will be activated on the Aclara Wireless Network on the Data Plan specified by the Customer prior to shipment from Aclara.
 - B. Devices provided by Aclara will be approved for use on the Aclara Wireless Network.
 - C. Aclara will notify Customer of any significant network interruptions or scheduled Support outages as they are known by Aclara.
 - D. Aclara will assist Customer with selection of Data Plan in accordance with Customer's desired usage.
 - E. Data usage will be monitored by Aclara in accordance with the wireless plan specified by Customer.
 - F. Customer will be responsible for overage fees if Customer's usage on its selected Data Plan is exceeded. Overage fees will be calculated on an individual device basis. Aclara will work with Customer to adjust Data Plan to minimize overage fees.
 - G. Wireless Data Plan in Customer's service territory is approximated by Aclara at time of activation.
- G. Customer will be notified of all new firmware updates as they are released and will be installed following Customer approval.

2. Cancellation or Suspension of Aclara Wireless Network Services.

- A. Customer may choose to cancel service on a specific endpoint or group of endpoints, however, Aclara will not provide credits, refunds, and/or prorate charges for any unused number of days remaining during the month of such cancellation of service.

3. Purchase Orders.

- a. Customer has the option to issue Aclara purchase order(s) to purchase additional equipment and corresponding services under this Agreement.
- b. The per-endpoint charges associated with such additional equipment will be based on: (1) the prices of the selected Data Plan Size in effect at the time the purchase order is received by Aclara; or (2) prices of the selected Data Plan Size as mutually agreed to by the Parties.
- c. Any additional equipment issued pursuant to purchase order(s) shall be subject to the Renewal Period defined under this agreement.
- d. Notwithstanding any terms and conditions referred to in such purchase order or printed thereon, the terms and conditions set forth in this Agreement shall apply to the purchase of the Equipment by Customer. To the extent the terms of the purchase order conflict with, add to, modify, supplement, or otherwise alter the terms in this Agreement, the terms of this Agreement shall control.

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4. Mutual Non-Disclosure.

Each party to this Agreement may furnish the other party to this Agreement with certain proprietary or nonpublic information (the "Disclosed Information"). The furnishing party shall be the "Discloser" and the receiving party shall be the "Recipient". For purposes of this Agreement,

A. Confidential Information is defined as:

- 1) Disclosed Information in printed, written, graphic, photographic or other tangible form marked as "Confidential," "Proprietary," "Private," "Restricted," or "Trade Secret" by Discloser;
- 2) Disclosed Information in oral or demonstrative form, recorded as written or notes of such presentations, which minutes or notes must be so marked and provided to Recipient within thirty (30) days after the date of the disclosure of the Disclosed Information;
- 3) Disclosed Information relating to unreleased products; and

B. Confidential Information shall not include information that:

- 1) is or becomes part of the public domain without violation of this Agreement by Recipient;
- 2) is already in Recipient's possession free of any restriction on use or disclosure;
- 3) becomes available to Recipient from a third party provided that such party was free from restriction on the disclosure of the information; or
- 4) has been independently developed by Recipient.

C. If Recipient is required by legal proceeding discovery request "open record" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that:

- 1) the disclosure is in accordance with Section 15 "Confidentiality" of the Master Agreement.

D. Recipient shall hold the Confidential Information in confidence and only disclose the Confidential Information to its officers, employees, consultants, counsel, affiliates, independent contractors, or agents (collectively "Representatives") who:

- 1) need the Confidential Information to assist the Recipient with performing its obligations or exercising its rights under this Agreement;
- 2) have been instructed not to disclose the Confidential Information; and
- 3) for other than Recipient's employees, have executed a nondisclosure or confidentiality agreement with Recipient at least as protective as this Agreement of the Confidential Information of Discloser.

Recipient shall be responsible for any violation of this Agreement by its Representatives and shall use reasonable efforts to restrain its Representatives (including Representatives who, subsequent to the date of this Agreement, become former Representatives) from unauthorized use or disclosure of the Confidential Information.

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- E. All Confidential Information shall, between Discloser and Recipient, remain subject to the confidentiality provision set forth in the Master Agreement.
- F. Recipient may at any time independently develop information similar to, or products and services that compete with products or services identified in, the Disclosed Information.

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**ATTACHMENT A
PRICING SCHEDULE**

1. **Payment Frequency: Monthly per Activated Endpoint.**
2. **Per Annual Unit Pricing as follows:**

Selected Data Plan Size	Data Plan Size	Estimated ^{Note 1} Data Plan Utilization		Annual First-Term Pricing ^{Note 2}
	1 MB/month	Up to 2 channels of 15 minute load-profile data, read daily	Up to 4 channels of hourly load profile data, read up to 4 times per day	N/A
	2 MB/month	Up to 8 channels of hourly load-profile data, read up to 4 times per day	Up to 8 channels of 5 minute load-profile data, read daily	
	5MB/month	Up to 8 channels of 5-minute load-profile data, read up to 4 times per day		
	10 MB/month	Up to 8 channels of hourly load-profile data, read hourly		
	25 MB/month	Up to 8 channels of 5-minute load-profile data, read hourly	Up to 8 channels of 15-minute load-profile data, read hourly	
	50 MB/month	Up to 8 channels of 15-minute load-profile data, read every 15 minutes		
X	1 GB/month			\$288.00
	Overage Charge			\$6.00 per MB per month per endpoint over plan

Note 1. Data Plan Size and corresponding Data Plan Utilization is an estimate only and provide general guidance for Data Plan Size selection. Under certain conditions outside of Aclara's control, actual data usage required to achieve Data Plan may require higher data rates. Overage charges apply and the Customer may elect to increase Data Plan Size for future months to avoid continued Overage Charges.

Note 2. The Annual First-Term Pricing shown is the applicable pricing on the Effective Date and for the 24-month period following the Effective Date. Annual Pricing subject to an increase each Renewal Period as described in Section 5 (Payments and Charges) of the Maintenance Agreement herein.

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**SCHEDULE F
HOSTED MAINTENANCE SERVICES
APPLICABLE TO
CONSUMER ENGAGEMENT SOFTWARE**

1. Hosting

- A. Aclara will host the Private Label Site(s) in a secure, 24/7 environment according to the terms established below and the terms of the Maintenance Agreement to which this Exhibit D 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 Customer 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.

<u>Average Uptime for the Month</u>	<u>Refund of monthly fee</u>
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.
- E. Generally, Aclara performs all scheduled system maintenance and upgrades during non-prime time or off-peak hours. Aclara will provide Customer 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 Customer 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 Customer can expect the site to be up and available.
- H. Aclara will provide Customer access to a client portal that will be used to report issues and review maintenance and upgrade schedule. Customer 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

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categorized as Severity 1 (as defined herein) that is posted by Customer 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 Customer, as the same are released to Aclara's Customers generally. Aclara will provide updates to the application in accordance with the standard release cycle and will provide release notes to Customers in advance of the release. At Customer'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) Rate Updates
 - a. Customer will provide rates to Aclara in the Aclara-provided template as soon as new rate information is available.
 - b. Aclara will update rates once they are received and will move the changes to the production environment within one week.
 - c. New rates and structural changes to rates required after the initial release will be setup at an additional cost
 - 2) Aclara will provide up to 4 hours of configuration, content changes and/or reporting requests on a monthly basis at no additional charge. If the Customer requires more than 4 hours in a given month, the additional changes can be completed on a time and materials basis. Hours will not roll over from month to month. Configuration and content changes are subject to the constraints and timing of the Aclara product release cycles. Off-cycle releases can be arranged at an additional cost.
 - 3) In the event that the Customer sends invalid data to Aclara in the data integration, Aclara will notify the Customer and the Customer will adjust their data transfer process to correct the issue.
 - 4) Aclara will do updates to ZIP codes once per year.
 - 5) Reporting
 - a. Aclara will provide monthly usage statistics to the Customer throughout the term of the agreement. Monthly usage statistics will be posted to the Aclara client portal for review by the Customer.
 - b. Aclara will provide monthly extracts of the profile data collected via the web site in a CSV format. Aclara will provide the data schema corresponding to this extract as part of the implementation. Data extracts will be posted to an Aclara-provided FTP site.
 - c. More frequent reports and/or ad hoc reports can be provided at an additional cost.

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2.2.6 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.
- b. Aclara provides Customers access to one test site and one production site.
- c. Aclara supports links back to two Customer-hosted environments. Once the Customer is live, Aclara will link to the production site to the Customer production environment. The Aclara test environment can continue to link back to one Customer test environment. In the event that the Customer needs to change the links on either of these environments, this can be done on a time and materials basis.

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**SCHEDULE G
RESERVED**

Aclara – Corpus Christi

**SCHEDULE H
RESERVED**

Aclara – Corpus Christi

**SCHEDULE I
RESERVED**

Aclara – Corpus Christi

**SCHEDULE J
RESERVED**