

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SMART ENERGY SYSTEMS, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Smart Energy Systems, LLC dba Smart Energy Water ("SEW"), a Delaware limited liability company, with its principal place of business located at 19900 MacArthur Blvd., Suite 370, Irvine, CA 92612, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Subscribed Services

Exhibit B – Schedule of Fees

Exhibit B-1 – Detailed Fee Schedule

Exhibit C – Insurance Requirements

Exhibit D – Software as a Service Subscription Agreement (SaaS SA)

Exhibit E – SEW Security Exhibit

Exhibit F – SEW Standard Support Plan

Exhibit G – SEW Data Retention Policy

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on December 11, 2018 and terminate on December 11, 2021.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A and Exhibit D titled “Software as a Service Subscription Agreement.” Time is of the essence.

4. WARRANTY

Except as otherwise provided in Exhibit F, the terms of which shall take precedence and control, Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is One Million, Two Hundred Fifty-Seven Thousand, One Hundred Forty-Nine dollars (\$1,257,149), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. These not-to-exceed numbers are based upon the assumption for volume as outlined in Exhibit B-1, Detailed Fee Schedule. Any changes in volume over and above assumptions in Exhibit B-1 may result in additional Annual Transaction fees. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance without a valid amendment.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. Upon termination, City shall pay Contractor all fees due up to the time of termination.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession specifically related to this Agreement.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

Except as otherwise provided in Exhibit D, the terms of which shall take precedence and control, all material which are expressly deemed to be proprietary works made for City, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain

sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any "Indemnified Claim," meaning any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Contractor's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) City's breach of this Agreement; (b) revisions to the Software made without Contractor's written consent; (c) City's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Contractor offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) Contractor's modification of Software in compliance with Customer's specifications; (e) unauthorized use of the software by third parties; or (f) use of the Software with hardware or software not provided by or approved of by Contractor. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City.
- B. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at meglesia@santaclaraca.gov, and
manager@santaclaraca.gov

And to Contractor addressed as follows:

Smart Energy Systems, LLC dba Smart Energy Water
19900 MacArthur Blvd., Suite 370
Irvine, CA 92612
and by e-mail at Aman.Singha@smartenergywater.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. RETENTION

As set forth in Exhibit B, City will pay Contractor on its invoice(s) an amount equal to 90 percent (90%) of the amount otherwise due to Contractor, and City

shall withhold the remaining 10 percent (10%) as retention. When Contractor has completed the transition to Product Support Desk within Milestone 6 (Stabilization and Closure) or within three (3) weeks after Production Deployment, whichever occurs first, City shall give Contractor written Notice of Final Acceptance; within thirty (30) days after issuance of said Notice of Final Acceptance, City shall release to Contractor the amounts held in retention. In the event of a good faith dispute between City and Contractor as to satisfactory completion of the above requirements and the SEW Deliverables thereunder, City shall continue to hold the retained funds in a segregated account until such time as the dispute is resolved, whether by means of formalized settlement or adjudication. Funds held in retention may be used to offset monies otherwise due to City by Contractor.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

SMART ENERGY SYSTEMS, LLC
a limited liability company

Dated: 11/28/18
By (Signature): [Signature]
Name: Aman Singha
Title: Director of Operations
Principal Place of Business Address: 19900 MacArthur Blvd., Suite 370
Irvine, CA 92612
Email Address: Aman.Singha@smartenergywater.com
Telephone: (909) 217-3344
Fax: (909) 614-7125

"CONTRACTOR"

EXHIBIT A
SCOPE OF SUBSCRIBED SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

A. Scope of Base Software Implementation

The scope of this project includes the following components:

- **Smart Customer Mobile (SCM) - Customer Web Portal and Mobile Apps** - Customer-facing web portal and mobile apps for Apple iOS and Google Android
- **SCM Customer Service Portal** – Utility-facing Customer Engagement Analytics and Admin Portal for Utility staff

1. SCM - Customer Web Portal and Mobile Apps

The SCM platform web portal and mobile apps include the following customer-facing modules:

1. My Account
2. Usage
3. Billing
4. Notifications
5. Connect Me
6. Compare
7. Efficiency/Conservation
8. Service

The table below describes the specific features in scope to meet requirements:

#	Module	Features
1.	My Account	The “My Account” module allows the utility customer to manage their profile, communication preferences, and contact information in the web portal and the mobile app. The customers can see all their accounts in a single sign-on view and set preferences for each account. Specifically, the customers can: • View and manage their account information including contact details • Add multiple customer accounts and view rate plans • Set-up notification preferences by selecting the notification type and delivery channels including SMS text, IVR dialer, email, and mobile push alerts with the ability to add, delete, and update the contact information for each notification type and channel • Configure dashboard view and application theme • Opt in/Opt out of notifications events and configure preferred time and frequency for these notifications • Manage E- Billing/Paperless Billing preferences • Manage language preferences to view information in multiple

#	Module	Features
		languages (If language package license purchased) • Add and manage payment accounts for bill payment • Set Marketing Preferences to subscribe for utility communications • Complete a home profile survey
2.	Usage	The Usage module provides the utility customer the visibility to their energy and water usage and cost chart displays for different periods. Specifically, the City customers can: • View usage data – 15 minute, hourly, monthly and seasonal for up to last 13 months with weather overlays • Access historical usage and spending for all service accounts associated with the user • View aggregated as well as individual meter consumption associated with their service accounts • View energy and water consumption in different usage units of measure and cost (dollars) • For AMI meters: - o View projected energy and water usage for next period - o View projected next bill amount • Download usage data in Excel, CSV, and PDF format
3.	Billing	The Billing module allows the utility customer to manage billing and payments functions online. Specifically, the City customers can: • View current balance and bill details including all services and accounts covered in the customer's bill consistent with customer's account in the Billing system • Make payments via web and mobile • View their account history including bills posted and payments made on their account for last 13 months. • Download copy of their historical bills in PDF format for 12 months • If AMI data available, enroll in "Budget My Bill" feature to setup target bill amount and receive high bill alerts (once a month, for residential customers on standard rates) • Connect with utility to submit billing or payment related queries (routed to Customer Service via email) • View utility payment locations to make payments in person
4.	Notifications	The Notifications module provides a central view of all notifications exchanged between the customer and the Utility. Specifically, the customers will be able to: • View all notifications, alerts received from the utility • Select and respond to a notification • View responses to the notifications sent by the customer to utility The notification/alert types will include: • Updates to contact information

#	Module	Features
		• Updates to notification preferences – Opt-in and Opt-out • Billing and Payment Alerts and Reminders • “Budget My Bill” Alerts • High Usage Alerts • Ad hoc messages to selected customers (manually triggered by CSRs)
5.	Connect Me	The Connect Me module provides a single click option for the customer to contact Utility customer service via the mobile app, SMS text message, phone, and email. Specifically, the customers will be able to: • View all utility customer service contact options based on request type on the Mobile app and within the portal • Send a message to the utility customer service desk and receive responses in real time. The Utility CSRs will receive the message via email. • View all the utility’s social media accounts (on Twitter, Facebook, Google+, Instagram, and YouTube) for updates in one view within the portal and the mobile app
6.	Compare	The Compare module displays the customer’s electric and water usage compared with other similar customers. Specifically, the Utility customers will be able to: • Self-compare their energy and water use for past 12 months with their historical use pattern • Compare their energy and water use with similar households/businesses
7.	Efficiency/Conservation	The Efficiency/Conservation module displays the utility energy efficiency and water conservation programs, rebates and savings tips with ability for the customer to view and enroll these programs using any device. Specifically, the utility customers will be able to: • View rebates and programs available • View personalized savings and educational tips based on customer profile
8.	Service	The Service module enables Utility customers to submit customer service requests for move in, move out, and service transfer. Specifically, the customers will be able to: • Submit self-service requests online and on mobile • Request for turn-on and turn-off utility services • Request for service transfer from existing premises to new premises • Submit a complaint The service request and forms will be routed to customer service agents via email.

2. SCM Utility Customer Service Portal

The Utility facing Customer Service Web Portal capabilities will include the following utility facing modules.

1. Customer Service and Administration
 - a. Dashboard
 - b. Customer Engagement Analytics

- c. Administration
- d. CSR Workbench

#	Module	Features
1.	Dashboard	The Customer Service Portal provides a configurable dashboard with visual display of key platform metrics including customer engagement metrics and transactional summary for key business processes enabled by SCM.
2.	Customer Engagement Analytics	This module provides reports and live dashboards for customer interactions. The Utility personnel will be able to view reports for tracking customer activity, notification status by channel, customer browsing activity metrics, and administrative reports for daily, monthly, or date range activity for billing, usage, notification, and preference management activity. Specifically, the analytics views will include: • Customer registration and activity status • Customer service response metrics for various inbound notifications • Customer behavior metrics including login and feature clicks by browser, device, and time
3.	Administration	The module provides the ability to configure the application features, user roles, and user accounts. Specifically, Utility personnel will be able to: • Create and manage user roles for the application including granting and revoking access to specific features. • Create and manage utility user accounts including role assignments. • Manage application configurations including - o Enable or disable features in scope of the modules selected. - o Label, display content, and disclaimers - o Workflow configurations
4.	CSR – Work Bench	This module provides a 360-degree view of the customer profile for the utility Customer Service Reps (CSR). Specifically, Utility CSRs will be able to lookup a customers and view: • All service accounts for the customer • Energy and water Use Analytics • Contact information and last login status / online activity • Notification opt in status and corresponding contact details • All incoming and outbound notifications for that customer • Co-browsing and impersonation options (if license of web chat service is purchased separately)

3. Integrated Notification Services

The SCM platform includes integrated notification services which can be enabled by Utility for the purposes of customer alerts and notifications based on configurable workflow and decision trees.

- SMS Text Messaging – Two-way
- IVR Outbound Dialer

- Email auto notifications
- Mobile Push Notifications

The scope for configuration of notifications/alert campaigns will be limited to the notifications stated in the table above. Additional alerts/campaigns can be configured with additional cost.

B. Add On Option 1 – SCM Outage

The City can elect to configure and deploy the Outage module in the SCM platform to display the service outages on web and mobile apps as well as provide comprehensive two way notification features. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Outage module functionality includes:

a. SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Outages	The Outages module provides the utility customer a web portal and mobile capability to view current and planned outages as well as communicate with the utility customer service for outage related notifications. Specifically, the customers will be able to: • View a map displaying all current and planned outages along with the impacted area, incident description, and current reported status • Enroll in and receive individualized notifications for the outages that impact the customer • Report an outage from the portal or using the mobile app • Send a message to the utility customer service desk and receive responses
2.	Notifications	With Outage module in scope, the Notifications module shall include the following additional notification types: • Outage Notifications – New Outage, ETR Update, and Outage resolved • Ad hoc messages to selected customers (manually triggered by CSRs) by incident or specific customer group

b. SCM Utility Facing Customer Service Portal

#	Module	Features
1.	Outages	The module provides the ability to create, view, add and update outage events. • Create a new outage incident by outlining effected area by drawing polygons • Create and embed outage message, and make updates • View and track resolved and unresolved outage events • Access outage details, history and affected customer list • Send notifications and updates

C. Add On Option 2 – Smart iQ Analytics

The City can elect to configure and deploy the Smart IQ analytics platform to view energy and water use analytics and streamline the efficiency program rebate process. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Smart iQ functionality includes:

#	Module	Features
1.	Usage Analytics (Customer & Segments)	This module provides the utility users the ability to view, compare, and run reports for customer segments and individual customers based on energy and water use patterns.
2.	Leakage Analytics	This module provides automatic leakage identification based on the hourly interval meter data to enable the City staff to view the meters/accounts where a water leakage pattern is detected.
3.	High Usage Analytics	This module provides automatic detection of high energy and water usage patterns based on the hourly interval meter data to enable the City staff to view the meters/accounts where a high energy or water use is detected.
4.	Violation Management	This module provides the ability to track weekly watering schedule violations for different customer sets based on configurable criteria.
5.	Program Management	This module allows the utility users to manage the customer programs and rebate application process including the following: • Create and track programs by qualification criteria and efficiency measure • Accept rebate applications on web portal and mobile apps and track status • Provide status of application on web portal and mobile apps to the customer • Track spending and savings by program

D. Add On Option 3 – Smart Mobile Workforce (SMW)

The City can elect to configure and deploy the SMW field mobile platform for field workers to track the customer service requests via mobile apps. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. By adding SMW platform the following additional functionality shall be delivered:

a. Updates to SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Service	By adding the SMW platform, the Utility customers shall be able to view: • Status of pending service requests • Receive mobile push, email, or SMS Text notifications upon updates to the status of their request. • Receive “Tech Enroute” notification when the technician is en route to

#	Module	Features
		their service location and receive the technician identification as well as ETA.

b. SCM Utility Facing Customer Service Portal

#	Module	Features
1.	Service	The module provides the utility user (supervisor/dispatcher) to create, view, assign, and dispatch the service requests to the field teams. Users will be able to view and assign service requests, and view field crew member status on map

c. SMW Field Service Mobile Apps (Apple iOS)

#	Module	Features
1.	Service	The Service module provides the field worker native mobile app to view their assignment and update the status of the requests. Specifically, the user will be able to: • View their work assignment in tabular and map format • Accept work and track travel time • Update service requests with additional notes and attachments and track completion

E. Add On Option 4 – SCM Enterprise Web Portal

The City can elect to configure and deploy the SCM Enterprise web portal to allow the Commercial/Enterprise customers manage multiple facilities and view energy analytics across their services. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The SCM Enterprise functionality includes:

a. SCM Enterprise Customer Portal

#	Module	Features
1.	My Portfolio	Include the features of SCM My Account module. Additionally, the enterprise customer can create groups of their accounts and assign specific group access to their guest users.
2.	Usage	The users can see energy and demand analytics for their accounts. Specifically, the dashboards include: • Energy and water usage • Electric monthly peak demand • Electric profile (Active and reactive power) • Power quality/Power factor

#	Module	Features
		Power Reports (24 hour profile, peak day, daily peaks)
3.	Billing	View and pay multiple bills for separate accounts in the same view.
4.	Notifications	Same features as SCM residential.
5.	Connect Me	Same features as SCM residential.
6.	Compare	The enterprise customer can select two groups or meters and compare energy or water use for past 13 months.
7.	Efficiency/ Conservation	Same scope as SCM residential.
8.	Service	Same scope as SCM residential.

F. Add On Option 5 – SCM Smart Home

The City can elect to configure and deploy the Smart Home module in the SCM platform to allow the end users to participate in the Smart Thermostat programs and participate in Demand Response events through the web portal and mobile apps. Such election shall be made prior to the kick off of the implementation project or separately as a different software release post Go Live. The Smart Home functionality includes:

a. SCM Customer Portal and Mobile Apps

#	Module	Features
1.	Smart Home Module	The “Smart Home” module will be upgraded to allow the utility customer to add a thermostat to their profile, view thermostat status, and control the thermostat via the mobile app.
2.	Demand Response Features	The Demand Response features will be updated to the SCM portal and mobile apps including: - View program detail and purchase thermostat in Energy Efficiency programs - Receive event alerts from utility prior to and during the peak load event

b. Utility Facing Customer Service Portal

#	Module	Features
1.	CRM – Campaigns	This module will be added to allow the utility users to create a target segment of customers who have enrolled a thermostat and send program and event notifications. The users will also be able to send preset automated notifications for customers who enroll in the program.
2.	Customer Engagement Analytics	This module will be updated to add dashboards for monitoring customer enrolment and activity metrics for Thermostat program.
3.	Thermostat Dashboard	This dashboard will provide access to customer thermostat information and ability to execute peak load events.

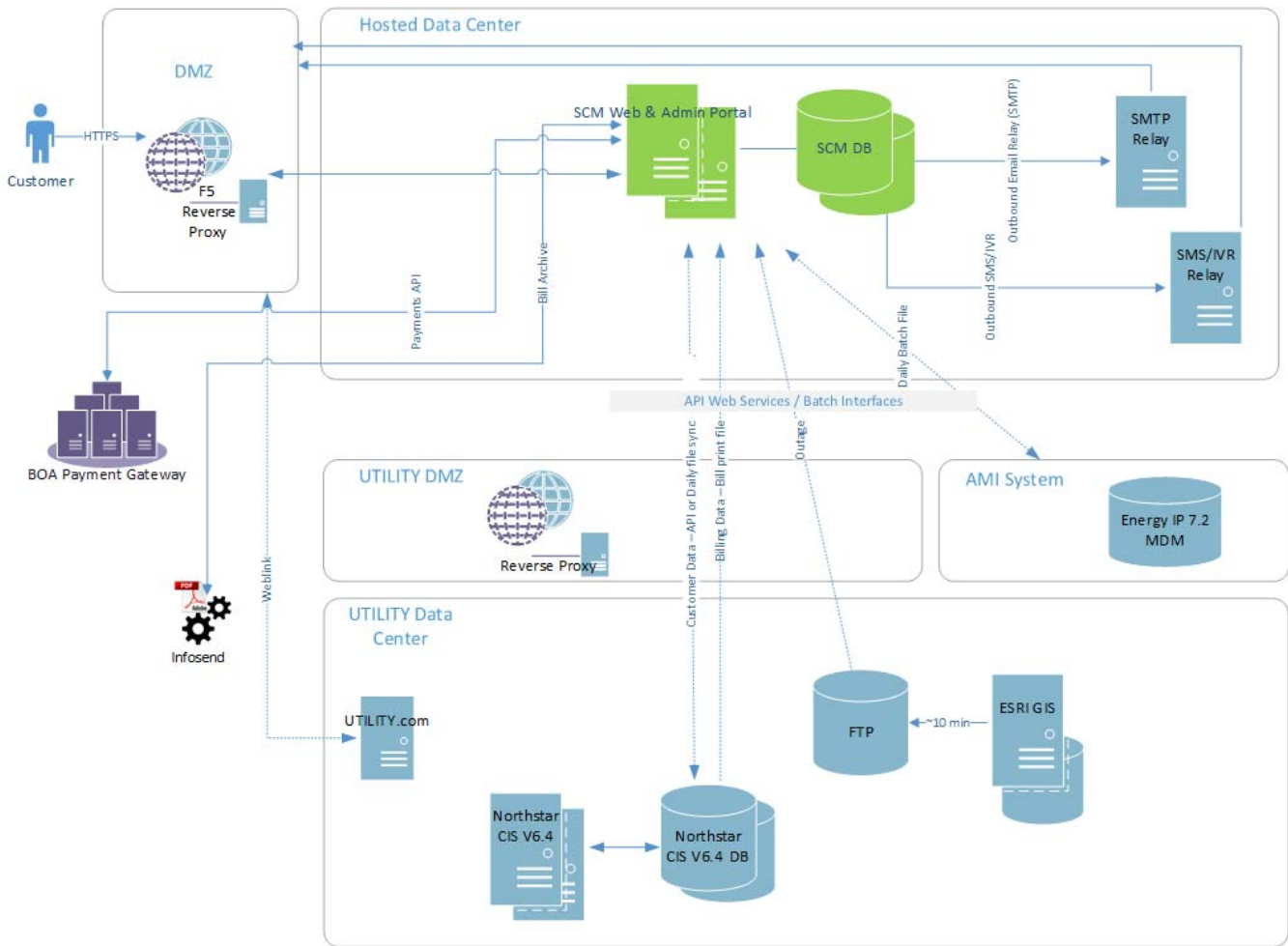
If an item is not listed in section above, such item is excluded from the integration of SEW Support and is subject to additional pricing.

G. System Installation and Data Integration

The scope of the project includes the following key system installation and data integration activities:

1. Design, configure, and setup of SEW software stated in the Section A above.
2. Integration of SEW software with City systems mentioned in the diagram below.
3. Load the existing customer preferences to SCM database for the notifications in scope.
4. Deploy City branded utility customer web portal functionality in scope.
5. Deploy and publish City branded mobile apps for Apple iOS and Google Android app stores.
6. Deploy and publish the SMW field app, if option 3 selected.

Customer agrees to ensure integration access with the City's systems identified in the diagram below prior to the completion of the planning phase. The diagram below shows the integration assumptions based on the preliminary discussions between the City and SEW and will be finalized during the Planning/Design phase of the project. Integration to City's source systems and data is dependent on access to said systems, including any API allowances as applicable.



H. NOT IN SCOPE

Any activities, products or deliverables not included in this SOW are deemed out of scope. Additional work is permitted pursuant to a valid amendment under Paragraph 24 of the Agreement, with the pricing identified, and such changes are approved by both parties prior to commencement of work.

I. PROJECT DURATION AND TIMELINE

The estimated timeline for the implementation of this engagement is **20 calendar weeks** after Client acceptance of SEW deliverables from Milestone 1, followed by four-week stabilization period, as indicated by the timeline table below. The actual project duration will depend upon the final scope, configuration decisions, and availability of data and integrations from Client's source systems. The SEW team will provide an updated project schedule upon completion of the Milestone #2 described in the table below. Within two weeks of receiving written authorization, the SEW team will begin scheduling the work sessions associated with the tasks detailed below. This Scope of Work for each phase of this Project will be broken into six milestones as outlined below. Unless otherwise agreed to upon the parties in writing, each milestone must be completed before any work is conducted on the next milestone.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
1	Initiation	- Initial Kick Off Meeting - Customary Project Plan	N/A	N/A	25% of the total implementation cost (\$25,625) - Year 1 Subscription Fee: (\$132,830)
2	Planning/ Analyze a. Configure /integrate b. Design (For any new requirements)	- Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service) - Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage) - Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications) - Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation,	- Availability of Project Sponsor, Business & Technical SME for Timely Approvals - Internal / 3rd Party Software/API Access - Data as requested by SEW - Source System API/Integration support - Source System Access (if required) - Sample data/test data	12 weeks	25% of total implementation costs (\$25,625) - Due upon agreed signoff of milestone and Document of Understanding by Client.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Service) - Document of Understanding (for additional requirements) - Scope finalization - Project Schedule outlined in detail using Microsoft Project. - Integration and configuration of base SCM product - Design (for any new requirements discovered during the creation and review process for DOU)			
3	a. SEW Product QA Testing b. Client UAT Testing	- Quality Assurance Testing of the following: Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service) - Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage) - Integrated notification services including (SMS Text Messaging – Two-	- Availability of Client resources for UAT - User Acceptance Testing - UAT Test Status and Results	3 weeks 2 weeks	18% of total implementation costs (\$18,450) - Due upon agreed upon signoff of milestone by Client.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications) - Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service) - User Acceptance Testing Support of the following: Configuration and Integration of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service) - Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage) - Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications) - Enterprise Web			

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service)			
4	a. Client Outreach Support b. Training and Marketing (Basic Package)	- Client Marketing Campaign Material Templates - One SCM Announcement Video - Two training sessions: one 8-hour Train the Trainer Session (Via remote WebEx), and one on-site session (additional travel fees will apply). Training will apply to the following: Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service) - Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage) - Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound	- Timely Approval of Campaign Material - CSR team member participation in scheduled training sessions	1 week 1 week	17% of total implementation costs (\$17,425) - Due upon agreed upon signoff of milestone by Client.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Dialer, Email auto notifications, Mobile Push Notifications) Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me, Compare, Efficiency / Conservation, Service)			
5	Deployment/ "Go-Live"	- Production Deployment of following Utility Customer Facing modules (My Account, Usage, Billing, Notification, Connect Me, Outage, Compare, Efficiency/Conservation, Service) - Configuration and Integration of Utility Facing Modules (Dashboard, Customer Engagement, Analytics, Administration, CSR Workbench, Outage) - Integrated notification services including (SMS Text Messaging – Two-way, IVR Outbound Dialer, Email auto notifications, Mobile Push Notifications) - Enterprise Web Portal including the following modules: (My Portfolio, Usage, Billing, Notifications, Connect me,	Availability of Project Sponsor, Business & Technical SME and Approval	1 week	15% of total implementation costs (\$15,375) - Due upon agreed upon signoff of milestone by Client.

Milestone No.	Phase	SEW Deliverables	Client Deliverables	Duration	Payment Due
		Compare, Efficiency / Conservation, Service) • Online Client Help Guide			
6	Stabilization & Closure	• Four-week 24X7 support for production Stabilization • Helpdesk setup and transition to Product Support Desk after 4-week stabilization period	N/A	• 4 weeks	N/A

J. SEW AND CLIENT RESOURCES:

SEW has assigned Kevin Hwang as Project Manager for this engagement. He will be working closely with City team for development, implementation, and training and support services throughout this project for the SCM® solution deployment. Kevin will have overall responsibility for end to end project oversight of the implementation including developing the project plans, coordinating with the project stakeholders, team communication, project risks management, schedule adherence, budget tracking, issues resolution and project delivery. Key roles will not change without review by the client.

Name	Role	Responsibilities
Kevin Hwang	Director - Product Implementation	Responsible for executive oversight of overall delivery of the solution and provides guidance and direction to resolving technical and functional issues to drive project to completion.
Manoj Singh	Chief Product Officer- Product Engineering	Responsible for defining the overall solution, integration standards, application standards and providing direction to the development teams as needed.
John DeBerg	Director- Project Management	Responsible for ensuring the project team successfully delivers the project per schedule, scope, and budget. Coordinates approvals and communications as necessary.
Harsha Bana	Business Analyst	Responsible for documenting existing and new business processes, fit gap requirements,

		and validation of those requirements in the final solution. Acts as a lead for all business process and documentation responsibilities.
Atul Someshwar	Data Architect Lead	Responsible for designing architectures and develops strategies for data acquisitions, archive recovery, and implementation of a database.
Manish Khatri	Quality Assurance Manager	Responsible for overall Quality Assurance and Testing of the solution including integration, end to end, user acceptance, performance, and scalability testing.

The table below provides the estimated effort for Client team resources.

Resource Role	Estimate (Hours)	Name / Email
Client Project Manager	60	
Client UAT Team	40	
Client Outreach/Marketing	30	

K. ESCALATION

SEW will escalate project issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail ID
Client Project Manager (TBD)	1 Day	TBD
Director of IT	3 Days	TBD

Client will escalate issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail ID
TBD – Business Process Lead	1 Day	TBD@smartenergywater.com
Kevin Hwang – Director of Solutions Delivery, SEW	3 Days	Kevin.Hwang@smartenergywater.com
Brad Adamske – Sr. VP of Sales, SEW	5 Days	Brad.Adamske@smartenergywater.com

L. CHANGE CONTROL: The following process will be followed if a change to this Statement of Work or project plan is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Project. Additionally, the PCR must also provide a recap of the original estimated resources and costs, revised estimated resources and costs and associated cost savings or expenditures.

- b) The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- c) Both Project Managers will review the proposed change and agree to take steps to implement it, including a signed Change Order, recommend it for further investigation, or reject it.
- d) SEW will specify any changes to the fees as per agreed rate in this Statement of Work for such investigation. A Change Order must be signed by authorized representatives from both parties in order to revise the Statement of Work before any work can commence in regard to such. All additional work will be billed to Client at a minimum rate of \$150 per individual per work hour.

M. RISKS AND ASSUMPTIONS

The following assumptions, which have been accepted by Client, have been made in order for SEW to fulfill its obligations under this Agreement, the failure of which by Client may affect SEW'S Project Duration and Timeline under Section 2:

- a) The project timeline is dependent on the Client acceptance of SEW deliverables in Milestone #2 which is planned for 3 weeks. Any delay beyond this timeline shall impact the final Go Live.
- b) Client will provide timely responses to SEW information needs and timely review of project documents provided.
- c) Key personnel at Client will be made available to SEW as required and reasonable during the project
- d) Client will provide onsite workspace for SEW resources with internet connectivity.
- e) All documents will be jointly reviewed with Client staff.
- f) The SOW is binding if authorized, and any changes to the SOW will be provided in writing from either the SEW or the Client team and approved by both teams.
- g) Client fully acknowledges and understands that any customization to standard features and functionality as described in this Statement of Work will be assessed by SEW and may impact approved budget and/or schedule. Client will have discretion to determine whether to proceed with such customizations.
- h) Integration to Client source systems and data is dependent on access to said systems, including as well as API allowances from the respective companies. If applicable, SEW will work on behalf of Client to obtain such APIs, if any, within reason, however Client is responsible to ensure such access and API allowances are provided. In addition, existing API or SFTP processes for Client source system data, will be made available for use or re-use as part of the project. Ability to view bill PDF is dependent on API availability at the start of this project.
- i) Client agrees to ensure Integration access with any and all Client's third-party partners prior to Milestone #2 Failure to obtain such availability and/or access from Client's partners shall not affect Client's obligations under this Statement of Work.
- j) Standard SLA levels offered by SEW are acceptable. Please refer to SEW's Standard Support Plan provided with the Software as a Subscription Agreement for details. Maintenance and Support provided for the scope of this implementation shall be governed by the zero-cost SEW Standard Support Plan.

- k) Standard SEW implementation and configuration is conducted primarily from SEW offices with any included on-site activities to be determined and documented during Milestone #2. Additional SEW resources beyond those so identified will travel to Client offices on an as-requested basis if and when practicable. Any such requested on-site implementation activities will be billed to Client at a minimum rate of \$150 per individual per work hour, under an amendment to the Agreement if necessary, otherwise subject to the maximum compensation limitation.

EXHIBIT B
SCHEDULE OF FEES

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million, Two Hundred Fifty-Seven Thousand, One Hundred Forty-Nine dollars (\$1,257,149), subject to budget appropriations. This amount includes all initial and optional/future software plus additional services such as Payment Processing, Email, SMS and IVR setup, subscription and usage fees as provided in Exhibit B-1, Detailed Fee Schedule. These not-to-exceed numbers are based upon the assumption for volume as outlined in Exhibit B-1, Detailed Fee Schedule. Any changes in volume over and above assumptions in Exhibit B-1 may result in additional Annual Transaction fees, still subject to the maximum not-to-exceed amount.

Maximum Not-To-Exceed Amount for 3 Year Contract Including ALL Modules and Services (Initial + Optional/Future)	
Subscription Fees for 3 Years (\$170,130 Annual)	\$510,390
One Time Implementation Fees + Travel and Expense	\$144,350
Transaction Fees for 3 Years (\$200,803 Annual)	\$602,409
TOTAL	\$1,257,149

Fee Schedule - INITIAL PACKAGE ONLY (Optional Modules Not Included)

Fee Description	Invoice Timing Description	Invoice Timing Day	Amount
Annual Subscription Fee	Delivery of Customary Project Plan	Day 1	\$132,830
Implementation Fee - 25%	Delivery of Customary Project Plan	Day 1	\$25,625
Travel and Expenses - Month 1 Implementation	As Incurred DURING IMPLEMENTATION	Day 30	\$3,400
Travel and Expenses - Month 2 Implementation	As Incurred DURING IMPLEMENTATION	Day 60	\$3,400
Implementation Fee - 25%	Milestone #2 Completion - 12 Weeks after Contract Signing	Day 84	\$25,625
Travel and Expenses - Month 3 Implementation	As Incurred DURING IMPLEMENTATION	Day 90	\$3,400
Travel and Expenses - Month 4 Implementation	As Incurred DURING IMPLEMENTATION	Day 120	\$3,400
Implementation Fee - 18%	Milestone #3 Completion - 5 Weeks after Milestone 1 Completion	Day 129	\$18,450
Implementation Fee - 17%	Milestone #4 Completion - 2 Weeks after Milestone 2 Completion	Day 143	\$17,425
Implementation Fee - 15%	Milestone #5 Completion - 1 Week after Milestone #4 Completion	Day 150	\$15,375
Travel and Expenses - Month 5 Implementation	As Incurred DURING IMPLEMENTATION	Day 150	\$3,400
TOTAL INITIAL PACKAGE			\$252,330

Transaction Fees - Email, SMS, IVR, Payment Processing	As Incurred POST GO LIVE	End of Each Month	\$16,734
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EXHIBIT B-1

DETAILED FEE SCHEDULE

ANNUAL FEES				
Description of Software / Service	Annual Amount	Invoice Timing	Initial Package or Optional Module	Notes
SCM® - Customer Web Portal and Mobile Platform V7.0	\$62,500	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$11,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$17,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	N/A	Initial Package	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	N/A	Initial Package	Hosting for two years worth of data
Maintenance & Support	\$0	N/A	Initial Package	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$20,750	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management
SMS Text Notifications	\$3,900	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides for Text Notifications for 50,000 Meter Accounts
IVR Dialer System	\$4,300	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides for IVR Notifications for 50,000 Meter Accounts
Random Shortcode	\$13,200	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides Random Shortcode to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Shortcode Available at \$19,200 Annual
IVR Toll Free Number	\$180	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Initial Package	Provides Toll Free Number for Outbound / Inbound Calls
Smart Mobile Workforce – Service Module V5.1	\$8,500	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$11,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	For 50,000 Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$6,000	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	\$300 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$11,800	Due at Contract Signing and Annually Thereafter for Initial 3-Year Term	Optional Module / Future	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English and Spanish) (\$5,900 Each)

Year	Initial	Optional
Sub-Total Year 1	\$132,830	\$37,300
Sub-Total Year 2	\$132,830	\$37,300
Sub-Total Year 3	\$132,830	\$37,300
SUB TOTALS	\$398,490	\$111,900
TOTAL INITIAL PLUS OPTIONAL	\$510,390	

ONE TIME IMPLEMENTATION FEES				
Description of Software / Service	Implementation Fee	Invoice Timing	Initial Package or Optional Module	Notes
SCM® - Customer Web Portal and Mobile Platform V7.0	\$49,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$8,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$17,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	N/A	Initial Package	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR
Hosting	\$0	N/A	Initial Package	Hosting for Two Years Worth of Data
Maintenance & Support	\$0	N/A	Initial Package	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$9,700	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	For 50,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management
SMS Text Notifications	\$9,500	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	Includes 5 Automated Workflows
IVR Notifications	\$7,800	25% Delivery Customary Project Plan 25% Completion Milestone 2 18% Completion Milestone 3 17% Completion Milestone 4 15% Completion Milestone 5	Initial Package	Includes 5 Automated Workflows
Smart Mobile Workforce – Service Module V5.1	\$8,650	Upon Module Addition	Optional Module / Future	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$13,200	Upon Module Addition	Optional Module / Future	For 50,000 Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile

Milestone	Initial	Optional
Delivery Customary Project Plan	\$25,625.00	\$5,462.50
Milestone 2	\$25,625.00	\$5,462.50
Milestone 3	\$18,450.00	\$3,933.00
Milestone 4	\$17,425.00	\$3,714.50
Milestone 5	\$15,375.00	\$3,277.50
Travel	\$17,000.00	\$3,000.00
SUB TOTALS	\$119,500.00	\$24,850.00
TOTAL INITIAL PLUS OPTIONAL	\$144,350.00	

MONTHLY / ANNUAL TRANSACTION FEES						
Description of Software / Service	Transaction Fee	Estimated Maximum Monthly Fees*	Estimated Maximum Annual Fees*	Invoice Timing	Initial Package or Optional Module	Notes
SMS Text Notifications (IN BOUND) Per Message	\$0.003	\$89	\$1,067	Monthly	Optional Service	*Based on Estimated Max Volume of 37,065 IN BOUND texts per month
SMS Text Notifications (OUT BOUND) Per Message	\$0.008	\$949	\$11,386	Monthly	Optional Service	*Based on Estimated Max Volume of 148,261 OUT BOUND texts per month
IVR Toll Free (IN BOUND) PER MINUTE	\$0.030	\$728	\$8,736	Monthly	Optional Service	*Based on Estimated Max Volume of 6,067 IN BOUND calls per month - Average of 5 minutes per inbound call
IVR Toll Free (OUT BOUND) PER MINUTE	\$0.020	\$388	\$4,659	Monthly	Optional Service	*Based on Estimated Max Volume of 6,067 IN BOUND calls per month - *Average of 1 minute per outbound call
Up to 175,000 Emails Per Month	\$0.000		\$0	Monthly	Optional Service	
Up to 1,000,000 Emails Per Month	\$875.000	\$875	\$10,500	Monthly	Optional Service	*Based on Estimated Max Volume of 570,765 emails per month
Up to 4,000,000 Emails Per Month	\$1,700.00		\$0	Monthly	Optional Service	
Greater Than 4,000,000 Emails Per Month	\$2,400.00		\$0	Monthly	Optional Service	
Debit/Credit Card Processing Fees for Portal, Mobile, Text to Pay, IVR and Agent Assisted	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover) Interchange + \$0.05 per Transaction (AmEx)	\$8,586	\$103,026	Monthly	Optional Service	Based on June 2018 Statements. Monthly estimates do not include Interchange fees. Payments made on all the above channels will have the same pricing. All payments will be identified by channel.
Debit/Credit Card Processing Fees for <u>IN-Office Payments</u>	Interchange + 9 Basis Points + \$0.10 per transaction (Visa Mastercard, Discover) Interchange + \$0.05 per Transaction (AmEx)	\$534	\$6,402	Monthly	Optional Service	Based on June 2018 Statements. Monthly estimates do not include Interchange fees. Payments Will Be Made Using the EMV PIN Pad attached to the CSR Computer
Echecks Processing Fees for Portal, Mobile, Text to Pay, IVR and Agent Assisted	\$0.50 Per Transaction up to \$25,000 \$0.50 + 0.15% Per Transaction over \$25,000 Includes One-Tie Payment and Recurring	\$3,575	\$42,900	Monthly	Optional Service	Based on estimates of 6,500 Echecks per month which is typical volume for size of utility similar to City of Santa Clara
24 Hour IVR - English and Spanish	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above	\$1,005	\$12,060	Monthly	Optional Service	Unique Toll Free Number Will be Provided and Configured. Based on June 2018 Statements. Monthly estimates do not include Interchange fees.
Text-and-Pay	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above	\$0	\$0	Monthly	Optional Service	Payments Made Using the Customer Mobile Phone as a Response to a Text From Portal. Payments made using mobile device will be subject to the same fees as web payments
Agent Assisted Payments and Technology Support for Citizens	9:00 AM to 5:00 PM PST	\$0	\$0	N/A	Optional Service	Provided From Live Call Center in Ohio - Hours 8:00 am - 5:00 pm PST.
Return Check Fee	\$1.00 Per Check	\$1	\$12	Monthly	Optional Service	When ACH is made and then 3 to 5 business days later check is returned for insufficient funds frozen, or does not exist.
Chargeback Fees	\$4.95 Per Chargeback	\$4.50	\$54	Monthly	Optional Service	When payment goes through, then customer disputes the charge.
EMV Terminals	\$299 Per Terminal - First 2 are Free		\$0	Monthly	Optional Service	The Pinpad Accepts All Existing Forms of Electronic Payment, Including Contactless, Magstripe, Chip & PIN, and Mobile/NFC; is Fully EMV and PCI PTS V3 Certified; and Supports the Latest International Security Algorithms

Year	Monthly	Annual
Sub-Total Year 1	\$16,734	\$200,803
Sub-Total Year 2	\$16,734	\$200,803
Sub-Total Year 3	\$16,734	\$200,803
TOTAL	\$16,734	\$602,409

*Totals based on similar per account volume for Email, SMS, IVR

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other

insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D

Software as a Service Subscription Agreement (SaaS)

This Software as a Service Subscription Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between Smart Energy Systems, LLC dba Smart Energy Water ("Provider" or "SEW"), and the City of Santa Clara ("Customer").

RECITALS

Provider offers a software application known as Smart Customer Mobile (the "Software" or "SCM®SCM®") and the parties have agreed that Provider will make the cloud-hosted Software available for and to Customer and Customer's customers. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below and in any relevant exhibits or documents, the adequacy of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. "Authorized Named User" means an end user of the Customer that has an account registered with Customer and has been given access by Customer to use the Services.
- 1.2. "Customer Data" means a subset of Confidential Information that is comprised of Customer's data obtained, used in, or stored as the result of the use of the Services.
- 1.3. "Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Customer during Implementation.
- 1.4. "Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Software for Customer's use, as set forth in a Statement of Work.
- 1.5. "Initial Term" means 3 (three) years from the date the Software is made available for use, with such a date otherwise defined as "Production Deployment" in an applicable Statement of Work.
- 1.6. "Major Release" means any new version of the Software where the left most version number, or the second to the left most version number, increases by at least one integer increment.
- 1.7. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Provider Software, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SEW SLA Exclusion (defined herein).
- 1.8. "Maintenance and Support" means Provider's standard maintenance and support plan provided herein as Exhibit F.
- 1.9. "Software" means Provider's SCM®SCM® software, version 6.9, and shall include only the modules specified in Exhibit A or Change Order thereto.
- 1.10. "Services" means the services provided by Provider to Customer for the integration, implementation and use of the Software, including but not limited to, hosting the Software,

any customization, Maintenance and Support, and Additional Services offered or accessed through the Software and as provided in detail in an applicable Statement of Work.

1.11. "Specifications" means Provider's specifications for the Software, as set forth in Exhibit A.

1.12. "Data Retention Policy" means Provider's standard data retention policy as set for in Exhibit G.

1.13. "Production Deployment" means once the Customer has provided User Acceptance Testing ("UAT") signoff and the Software has been pushed into a production environment.

1.14. "Term" means the Initial Term (as defined above) and any applicable renewal term(s).

1.15. "Upgrades" is defined in Section 3.1(a) below.

2. SOFTWARE DELIVERY.

2.1. Right to Access and Use Software. Provider hereby grants Customer a non-exclusive, non-transferable, non-perpetual, limited right to use and make available the Software to Customer's Authorized Named Users during the Term, subject to Section 2.2 below.

2.2. Restrictions on Software Use. This Agreement grants the Customer a limited right to access and use the Software for the number of Authorized Named Users indicated in Exhibit B. The Software is not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-subscribe the Software; (b) allow third parties to exploit the Software; (c) sub-license the Software, or (d) reverse engineer, decompile, or attempt to derive any of the Software's source code.

3. UPDATES AND SERVICE LEVELS.

3.1. Provision of Updates and Maintenance: Provider shall maintain and update the Software as follows during the Term:

- (a) Provider shall provide standard support and maintenance for the Software in accordance with Exhibit F. Customer Data shall be retained by Provider in accordance with Provider's standard Data Retention Policy pursuant to Exhibit G. Provider will routinely update the Software to address any security updates, bug fixes, or responsiveness matters quarterly or as is required pursuant to Section 3.2 below or otherwise. Provider may update the Software to add any new features or functions, incorporate any improved process changes, and/or implement any performance-enhancing modifications annually, if applicable ("Upgrades"). Pursuant to the payment of the fees set out in Section 4, Customer may elect to upgrade its current version of the Software once per calendar year, so long as Provider has made one or more Major Releases available during said year, and so long as Customer's subscription term is current, fully paid up, and in no way in default. Should Customer exercise this right, upon notice, Provider will first assess the impact any such Upgrade will have on the Customer's specific IT environment, solely considering Customers relevant APIs and any requested customizations. All other potential IT or business process impacts shall not be within the scope of said assessment. Provider will then provide a detailed report to customer identifying any costs, time, and materials necessary to effectuate any such Upgrade in light of those two items, and Customer shall then decide whether to implement the newer Software version. Any terms concerning the one-time charges

or fees associated with such an upgrade shall be set out in a subsequent Statement of Work. Upon completion of any such Software upgrade implementation, "Software" as defined herein shall then incorporate the version of SCM®SCM® to which the Customer has upgraded.

- (b) Should an Upgrade be required, Provider will promptly notify the Customer of any downtime and provide confirmation once functionality is restored pursuant to the terms of Section 3.2 below.
- (c) Each Upgrade will constitute an element of the Software and will be subject to this Agreement's terms regarding Software, including, without limitation, subscription, warranty, and indemnity terms.

3.2. Service Level Availability: Provider will use commercially reasonable efforts to make Software available with a Monthly Uptime Percentage of at least 99.95%, in each case during any monthly billing cycle or calculated as such if billed annually (the "Service Commitment"). The Service Commitment does not apply to any unavailability, suspension or termination of Software, or any other Software performance issues: (i) caused by factors outside of Provider's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Provider; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from any maintenance as provided for pursuant to this Agreement; or (vii) arising from Provider's suspension and termination of Customer's right to use Software in accordance with this Agreement (collectively, the "SEW SLA Exclusions").

4. FEES.

4.1. Software Subscription Fees. All software subscription fees and any other applicable fees for the Initial Term of this Agreement, as set out in Exhibit B, shall be due upon the delivery of the Project Plan. If the initial term of this Agreement exceeds one (1) year, then Customer shall be invoiced for the first-year software subscription fees upon signing of this Agreement and annually thereafter upon the anniversary date of Production Deployment for the remaining term until the fees have been paid in full.

- (a) Customer agrees to make all payments to SEW within thirty (30) calendar days after receipt of invoice. Late invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If Customer's account is sixty (60) days or more overdue, SEW reserves the right with prior written notice to withhold performance of its obligations under this Agreement, without liability, until such payments are paid in full.
- (b) The software subscription fees as provided is only valid for the number of Authorized Named Users as specified in Exhibit B. Should Customer wish to add any additional Authorized Named Users during the Term of this Agreement or acquire additional features and modules, such may be purchased at an additional cost pursuant to the pricing terms provided in Exhibit B and Exhibit B-1. All pricing terms provided in Exhibit B and Exhibit B-1, including but not limited to, pricing for additional Authorized Named User licenses, add on modules, functionalities, and Additional Services, shall expire after one (1) year from the Production Deployment date, as determined in an applicable Statement of Work. Implementation fees for the Software shall also be noted in the Statement of Work.

4.2. Additional Services. The Software is compatible with additional optional services such as SMS text messaging services and IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by Provider to Customer upon the request of such services by Customer at the pricing and rates provided in Exhibit B-1. All invoices shall be subject to and paid according to Section 4.1(a) above.

(a) For SMS text messaging services, the SMS Short Code fee, along with the one-time implementation fee for setting up the service, shall be invoiced upon request of the SMS service by Customer. SMS short code fees shall be invoiced annually, while in-bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.

(b) For IVR services, the toll-free or local phone number fee shall be invoiced annually upon request of the IVR services from Customer and upon activation of same. In-bound and out bound connect fees, call recording, storage, and transcription fees shall be invoiced monthly for actual amount used.

5. Intellectual Property Rights & Feedback.

5.1. Intellectual Property Rights in the Software. Provider retains all right, title, and interest in and to the Documentation and Software, including but not limited to, the Services and any Upgrades, as well as any related methodologies, techniques, processes, and instruction developed by Provider and used in the course of performing the Services (collectively "Provider IP") for Customer under this Agreement and an applicable Statement of Work. Nothing in this Agreement shall be construed to grant Customer any ownership rights, title, or interest in the Provider IP except to the extent of the limited subscription rights specifically set forth in Section 2.1. Customer recognizes that the Software and its components are protected by copyright and other laws. Customer shall not (and shall not allow or cause any third party to) reverse engineer, disassemble, alter, or otherwise translate the Software, Documentation, Services or Upgrades.

5.2. Feedback. Customer hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide license to use any Feedback (as defined below) Customer communicates to Provider during the Term, without compensation or any obligation to report on such use, and without any other restriction. Such rights shall include, without limitation, the right to exploit Feedback in any way and the right to grant sublicenses. Notwithstanding the provisions of Article 6 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Provider's products or services, including all intellectual property rights therein.)

6. CONFIDENTIAL INFORMATION.

6.1. Confidential Information Defined. "Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other nonpublic, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after

disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

- 6.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. To that end, Provider acknowledges and agrees that Customer is a California public entity and is therefore subject to the provisions of the California Public Records Act. Customer may determine, in its sole discretion, that certain information, even if marked as confidential, must be disclosed under applicable law. Customer shall not in any way be liable or responsible for the disclosure of Confidential Information in response to a California Public Records Act request. If a request is submitted to Customer seeking information marked confidential then the City shall give Provider notice of the request, to allow the Provider to seek protection from disclosure by a court of competent jurisdiction, at Provider's sole expense. If Provider receives notice of any such legal or governmental demand for Customer's confidential information, then Provider shall provide Customer with prompt notice of the demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 6.3. Injunction. Recipient agrees that breach of this Article 6 would cause Discloser irreparable injury, for which monetary damages would be inadequate, and in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.
- 6.4. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 6.2 above (*Nondisclosure*) will terminate three (3) years from the expiration of this Agreement. Upon such termination, Recipient shall return all copies (excepting one (1) copy archived for purposes of Recipient's back-up processes) of Confidential Information to Discloser or certify, in writing, the destruction thereof.
- 6.5. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.
- 6.6. Indemnification. All confidentiality and non-disclosure requirements contained in this agreement are subject to the Customer's responsibilities under the California Public Records Act. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Customer may determine, in its sole discretion, that information is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," Customer shall provide Provider reasonable notice to allow Provider to seek protection from disclosure by a court of competent jurisdiction, at Provider's sole expense. The Customer shall not in any way be liable to Provider for the disclosure of information if such disclosure, in the

Customer's sole discretion, is required under the California Public Records Act. Provider shall defend, indemnify and hold harmless Customer from and against any all claims, including reasonable attorney's fees, arising from or connected with disclosure of Provider's information in response to a Public Records Act request.

7. DATA PRIVACY & SECURITY.

7.1. Customer Data. Customer Data, which shall also be known and treated by Provider as Confidential Information (collectively "Customer Data"), shall include the following:

(a) Data collected, used, processed, stored, or generated by the Customer as the result of the use of the Software and the Services, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, interest in same is reserved to Customer. For all purposes of this Agreement, Customer shall be responsible for determining the manner in which any type of Customer Data will be collected, stored, and processed and the purpose for processing the information.

7.2. Provider Use of Customer Data. Customer hereby grants Provider a limited right to access, process, collect, store, generate, display, and use Customer Data for the sole purpose of providing the Software and Services to Customer. Provider shall keep and maintain Customer Data in strict confidence and shall not allow any third parties to use, disclose, or access Customer Data without Customer's prior written consent. Notwithstanding the foregoing, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at customer's expense.

7.3. Data Security. The Parties shall each be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Customer Data; protect against any anticipated threats or hazards to the security of Customer data, protect against unauthorized disclosure, access to, or use of Customer Data, ensure the proper disposal of Customer Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

7.4. Data Breach Notification. The Provider shall inform the Customer of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

a. Data Breach Response: The Provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the Customer should be handled on an urgent as-needed basis, as part of Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

c. Data Breach Reporting Requirements: If Provider has actual knowledge of a confirmed Data Breach that affects the security of any Customer content that is subject to applicable Data Breach notification law, the Provider shall (1) promptly notify the appropriate Customer identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

8. REPRESENTATIONS & WARRANTIES.

8.1. From Provider.

- (a) *Re: Function.* Provider represents and warrants that, during the Term, the Software will perform materially in accordance with its Software Specifications set forth in Exhibit A and pursuant to the service level targets in Section 3.2 above.
- (b) *Re: Intellectual Property Rights in the Software.* Subject to the next sentence, Provider represents and warrants that it owns the Software, and has the power and authority to grant the rights in this Agreement without the further consent of any third party. Provider's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the conditions listed in Subsections 9.1(a) through 9.1(e) below. In the event of a breach of the warranty in this Subsection 8.1(b), Provider, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund the prorated SaaS subscription Fee paid for the Software for every month remaining in the Term, following the date after which Customer is required to cease use of the Software. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 9.1 below (*Indemnified Claims*), the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 8.1(b) and for potential or actual infringement by the Software.

8.2. From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.

8.3. Warranty Disclaimers. Except for the express warranties in Sections 8.1 and 8.2 above, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized or specifically forbidden in the Specifications or Documentation or with hardware or software.

9. LIMITATION OF LIABILITY.

9.1. Liability Cap. Provider's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fee paid by Customer within the twelve (12) months preceding the claim.

9.2. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the

provisions of this Section 9.2, Provider's liability will be limited to the maximum extent permissible by law. For the avoidance of doubt, Provider's liability limits apply to Provider's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

- 9.3. Exceptions to Limitation of Liability. Section 9.1 (*Liability Cap*) above does not apply to: (a) claims pursuant to Article 6.6 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

10. RENEWALS.

- 10.1. Renewals. This Agreement shall automatically renew at upon the expiration of the Initial Term for one (1) year term intervals, unless terminated by Customer by providing written notice to Provider ninety (90) days prior to the expiration of the renewed term. Any renewal of the Services shall be provided accordingly to Provider's then current standard Maintenance and Support Plan.

11. MISCELLANEOUS.

- 11.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 11.2. Taxes. Fees in Section 4.1 above do not include any applicable taxes. Customer shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) directly upon the Customer in relation to this Agreement.
- 11.3. Force Majeure. No delay, failure, or default, other than a failure to pay fees, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, earthquakes, other acts of God or of nature, strikes or labor disputes, embargoes, or other causes beyond the performing party's reasonable control.
- 11.4. Assignment & Successors. Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's written consent. Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 11.5. Severability. To the extent permitted by law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect.
- 11.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach hereof will constitute a waiver of any other breach of this Agreement.
- 11.7. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 11.8. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.9. Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

12. Acceptance and Authorization

Accepted by: City of Santa Clara	Accepted by: Smart Energy Systems, LLC dba Smart Energy Water
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT E
SEW SECURITY EXHIBIT

SEW will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, SEW will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. SEW will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:

The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow-the-Sun model, unless otherwise prohibited in the SLC listed in this Exhibit F.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the

equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by SEW employees, jurisdictions and customers.

SEW shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

SEW will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

SEW will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

SEW shall provide a PCI compliant infrastructure for deployment within the data center. SEW's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems and the SEW applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network

resources and cardholder data

SEW will provide operational services to support the infrastructure and operating environment.

SEW shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, production, support and staging environments.

SEW shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

SEW contracts for warranty services. In the event that warranty services are required, SEW shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

SEW shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. SEW's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. SEW will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where we have the ability to stand up the SEW application stack and restore service.

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), SEW shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. SEW will comply in a timely manner with such request, provided that Customer pays any and all unpaid amounts due to SEW.

The SEW system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new SEW Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central

administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

The Customer shall have the ability to import or export data in piecemeal at its discretion without interference from the service provider. SEW will provide the customer with a full database export on a quarterly basis at the request of Customer. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week.

SEW will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found, they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, SEW will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, SEW shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware

1. SEW will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. SEW will provide system redundancy.
2. SEW will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

SEW will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

SEW will perform the following tasks:

1. Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)

2. Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
3. Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

SEW will provide a PCI-DSS compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. SEW will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using the site problem management process
 - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. SEW shall provide skilled staff to support all operational support services at an SEW data center facility.
2. SEW will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the SEW premise performing work maintenance or problem resolution work
 - Maintain responsibility for procuring any expendable supplies (CDs, tapes, cleaning supplies, and so forth)

G. Operating System Management

1. SEW shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. SEW will perform the following:

- Install and maintain system-level software, such as operating system and other system-level products software requiring user access
- Monitor system software status and take necessary action to resolve any issues
- Perform operation system software tuning as required to maintain daily operations for SEW-provided services
- Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment within 30 days of release.
- Install patches per vendor instructions for security exposures deemed critical by the vendor within 30 days of release.
- Participate in the identification of connectivity and associated network problems
- Plan and implement necessary changes for the System
- Document and track all configuration management changes using the site change management process
- Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system.
2. SEW will perform the following:
 - Design and implement the backup Plan
 - Perform backups
 - Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service at the rate of \$125 per hour. Standard blended rate is \$150, per hour for all other professional service related activities.
 - Monitor backup processes and verification of successful completion
 - Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. SEW will perform to following:
 - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
 - Manage hardware and software maintenance requirements based on

- the manufacturer's recommended schedule
- Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
- Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

SEW will provide server management services.

K. Hardware Management

SEW will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

SEW will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

SEW will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

SEW will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

SEW will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems.

Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes.

Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

SEW will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

SEW will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

SEW will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. SEW will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

SEW will provide multiple ways to recover data:

Suspected error conditions will be investigated and corrected by SEW personnel at SEW'S offices to the extent possible. Onsite corrections shall be at the exclusive judgement of SEW at no additional cost to the User. User may, however, request that SEW conduct such investigations and travel to the location of the User at the User's request; User will pay SEW for reasonable travel and subsistence expenses. If SEW, in its reasonable judgment, determines that the suspected error condition was attributable to a cause other than an error in SEW'S Subscribed Service or an enhancement by SEW, the User will pay for SEW'S efforts on a time and materials basis.

SEW may provide the User with unsolicited error corrections or changes to the Subscribed Service, without additional charge, which SEW

determines are necessary for proper operation of its Subscribed Service, and User shall incorporate these corrections or changes into the Subscribed Service within 180 days of release by SEW. SEW will provide all documentation changes necessary as a result of changes to the software.

SEW will provide User all enhancements released by SEW as standard enhancements, and which are generally made available to other users purchasing comparable Subscribed Service during the term of this Agreement.

EXHIBIT F
SEW Standard Support Plan

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1. Standard Production Support Plan

This standard plan covers the engagement model, roles and responsibilities, and service level expectations for the production support of Smart Energy Water (SEW) products for the utility ("Client").

2. Support Plan Overview

- Production support begins at the end of the **30-day stabilization period** following solution deployment by SEW, and will continue for a period of 12 months, until the next annual renewal period.
- SEW provides support to Client's designated business or information technology points of contact, who are in turn responsible for supporting the utility end customers.
- Incident reporting is available 24 hours a day, 7 days a week, and 365 days a year for severity escalations beyond Severity 0. To report an incident, visit help.smartenergywater.com, email support@smartenergywater.com, or call 1-877-400-7077.
- Client support is provided **during SEW business hours, which are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday** (excluding holidays), for Severity 1 - 4 incidents.
- Upon receipt of a support request, SEW will assess Client's designated Incident Priority Level according to the definitions stated in Section 4 and will confirm with Client's designated point of contact.
- SEW will respond to the request according to its Incident Priority Level in the Service Level Agreement (SLA) defined in Section 4. An initial response will indicate whether the issue has been replicated and confirmed, and a response of next step(s) will be provided to Client's designated point of contact. An incident resolution will indicate that the issue has been addressed and resolved, pending confirmation from Client's designated point of contact. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.
- An assigned SEW client success manager will function as Client's single point of contact for all SEW support services under the plan.
- After the initial Incident Priority Level assignment and confirmation, the issue will be addressed internally by SEW according to the process stated herein. An incident response will be entered into the SEW support portal and will be available to Client following incident resolution.

3. Incident and Problem Management, and Service Levels

Levels 1 and 2 Support. Client shall be responsible for Levels 1 and 2 Support requirements.

Level 1 Support (Level 1) is defined as first-line support, including first level of utility contact such as a utility customer service representative or utility field office representative. Level 1 requests may include basic application navigation, functionality explanation, user and password management, and preliminary troubleshooting and issue analysis.

Level 2 Support (Level 2) is defined as second-line support for items which are escalated from Level 1. Level 2 support may be provided by Client staff, such as an application subject matter expert, system administrator, or technical support teams. Level 2 is responsible for assisting

Level 1 with technical issues, including preliminary technical troubleshooting, locked IP address resets, and other elevated administrative functions.

The following are Client responsibilities for Level 1 and Level 2:

- (a) provide training to Level 1 and Level 2 service desk personnel before new application or functionality related to SEW products is installed into production; and
- (b) follow proper escalation procedures from Level 1 to Level 2 and Level 2 to Level 3. Level 1 shall at no time contact Level 3 directly.

SEW shall be responsible for:

- (a) maintaining processes and/or authorized user documentation for SEW products to be able to resolve most Level 1 and Level 2 issues without requiring a transfer to specialized application support.
- (b) Level 3 support, when engaged through the proper channels (only by Level 2 personnel). See section below.

Level 3 Support. SEW will support Level 3 Support requirements. Specifically, SEW will:

- (a) provide Level 3 Support for SEW products including, advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting;
- (b) provide clearly defined points of contact, available as per the Software-as-a-Service (SaaS) or End User License (EULA) Agreement to receive and appropriately respond to notice of incidents from Level 2 personnel;
- (c) provide the Service Desks with specialized applications support and/or “on call” personnel who are responsible for Level 3 support and can be contacted via channels stated in Section 10 herein;
- (d) advise Level 2 personnel and other authorized users of the estimated time required to resolve the incident after being notified and the incident being diagnosed for root cause, with such resolution time being consistent with Client's SLA for service restoration;
- (e) provide status updates to Level 2 personnel and other authorized users during incident resolution; and,
- (f) provide support, advice, and assistance to Level 2 personnel in a manner consistent with Client's practices for the applications prior to the Commencement Date and non-programming activities in direct support of authorized users.

4. Incident Prioritization and Response SLAs

The level of priority and response time will be determined based off the following incident classifications:

Incident Priority Level	Description	Initial Response Time
Severity 4 (Critical)	Catastrophic failure – all work has halted or a work stoppage is imminent. The application system is unavailable or unusable.	1 business hour
Severity 3 (High)	Application inoperable or data corrupted – an application in the system is not working or has limited capability and the problem significantly impacts Client. Or, data is corrupted and work must be stopped to avoid further corruption or loss of data.	4 business hours
Severity 2	Feature not working as documented – application issue that can	1 business

Incident Priority Level	Description	Initial Response Time
(Standard)	impact the user that does not stop the user from performing daily business for which there is a reasonable workaround.	day
Severity 1 (Low)	Informational question or cosmetic issue – problem or question with day-to-day operational issues, cosmetic problem with user interface, error in documentation.	3 business days
Severity 0 (Trivial)	Password resets, how to download, feature explanation, etc.	N/A

Incident Priority Definition

*Should an incident qualify for more than one priority level, (e.g. a cosmetic issue that could have regulatory implications), the incident shall be classified into the strictest applicable category.

5. Incident Reporting

To report an incident, visit help.smartenergywater.com, email support@smartenergywater.com, or call 1-877-400-7077. Before reporting an incident to SEW/ Level 3 Support for any severity, the Client's Level 2 personnel must collect as much of the following information possible:

- Product and specific module (e.g. SCM > Billing Info)
- Reproducibility (is this issue reoccurring?)
- Severity (high, low, normal)
- Due date/time (see chart above)
- Platform and/or device type (e.g. iPad Air)
- OS and OS version (can be found in device settings)
- Description
- Steps to reproduce (what steps through the application did the user take to encounter this issue?)
- Screenshots (please collect screenshots of the error, if available)

6. SEW System Maintenance

The primary point of contact for the ongoing maintenance and support of the application is your client success manager. System maintenance is an undesired but necessary function of any IT system. SEW may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with Client at the start of a project implementation. Whenever possible, SEW will attempt to schedule planned system maintenance windows to coincide with Client's own IT system maintenance windows and between the hours of **6:00 a.m. to 5:00 p.m. Pacific Time**.

There may be some instances where updates may be required immediately or within a very short timeframe to maintain the security or functionality of SEW applications and services. In such cases, SEW will notify Client's designated point of contact of an unplanned system maintenance requirement and will work with Client to roll out the necessary changes during the earliest, mutually favorable time. SEW will promptly notify Client's designated point of contact of

any downtime and provide confirmation once full functionality is restored.

Utility end customers attempting to reach the portal URL or log into the mobile application during a planned or unplanned system maintenance window will receive a message substantially similar to:

"Our site is currently unavailable while we perform maintenance and system upgrades. We apologize for any inconvenience caused and appreciate your patience. Please try again at a later time."

7. SEW Enhancement Pack

After integration, an enhancement pack consists of modifications and/or other noteworthy improvements to existing product modules. Examples of enhancement packs include: adding a new feature or function to the existing solution, implementing business policy and/or process changes, and improving operational performance.

8. SEW Device and OS Support

SEW WILL NOT be required to support its applications in the following circumstances:

- On operating systems that are no longer supported and/or regularly updated by their authors
- On hardware that is no longer supported by its manufacture

Maintenance for unsupported operating systems and/or hardware may be available to Client at an additional charge.

9. Third Party Vendor Support and Troubleshooting Services

If SEW or Client identifies or reports an incident that reasonably necessitates third party-vendor intervention, SEW is eligible to invoice Client if additional troubleshooting support is requested and approved.

Example: Third party vendor's hardware is not properly configured to run SEW applications and ensuring operability requires technical support recourses from the third party. SEW may interface directly with third party at Client's direction if Client does not wish to manage the issue themselves.

10. SEW Support Contact Information

Severity	SEW Representative	Email
1	SEW Client Product Support Call Center	support@smartenergywater.com
2	Nu Pho	nu.pho@smartenergywater.com
3	Kevin Hwang	kevin.hwang@smartenergywater.com
4	Aman Singha	aman.singha@smartenergywater.com

Contact Information

11. Service Credits

DEFINITIONS

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLA Exclusion.

“Service Level Credit” is a dollar credit, calculated as set forth below, that SEW may credit back to an eligible Customer account. Service Level Credits are calculated as a percentage of the total charges paid by Customer (excluding one-time payments such as upfront payments) for the Service affected for the monthly billing cycle in which the Service was Unavailable.

“Unavailable” means, as applicable: (i) Customer is repeatedly unable to log into the Service and the issue is not resolved within the resolution times provided by SEW; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences complete lack of connectivity of external, public instances or sites lasting for more than five (5) minutes such that the Service is totally non-responsive and has no functionality, and SEW fails to restore the connectivity; (iv) Customer is unable to connect and sync mobile applications within the Service to SEW servers; and/or (v) Customer is unable to download or sync data from mobile applications within the Service to SEW servers. The foregoing events must be verifiable or replicable by SEW or its designee, and shall only count as an “unavailability” event if SEW fails to cure the incident within the Incident Prioritization and Response Time SLA provided above. Availability of SEW APIs, as separate from Service access, is expressly excluded from this SLA.

SERVICE COMMITMENT

SEW will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.95%, in each calendar month of the Subscription Period (the “Commitment”). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Level Credit as described below.

SCHEDULED & EMERGENCY MAINTENANCE

SEW will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. SEW will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours’ notice prior to Services unavailability due to planned maintenance. SEW’s standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time.

SEW will meet measurable standards for expected and reasonable system availability (up-time) as established under the Service Commitment above. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

SEW will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

SEW will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

SERVICE CREDITS

System availability is measured by the following formula:

$$x = (n - y) * 100 / n$$

Notes: (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month. (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Tier	Service Availability	Percentage of Monthly Fees Credited
1	> 99.95% - < 99.5%	2%
2	99.5% - < 99.0%	5%
3	99.0% - < 95.0%	10%
4	95.0% - < 90.0%	15%

SEW will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from SEW. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by SEW to provide the Service is the receipt of a Service Level Credit (if eligible) in accordance with the terms of this SLA.

To receive a Service Level Credit, Customer must submit a claim to SEW. To be eligible, the credit request claim must be received by the SEW within thirty (30) days after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that Customer is claiming; and
3. Customer logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by SEW and is less than the Service Level Commitment, then SEW will issue the Service Level Credit to Customer within thirty (30) days following the month in which Customer's request is confirmed by SEW. Customer's failure to provide the request and other information as required above within the allocated timeframe will disqualify Customer from receiving a Service Level Credit.

SLA EXCLUSIONS

The Service Level Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of SEW's

reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of SEW's best practice recommendation(s), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User or any actions or inactions of Customer and any third parties ; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within SEW's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, SEW may issue a Service Level Credit with consideration to pertinent factors as assessed by SEW in its sole discretion.

EXHIBIT G
SEW Data Retention Policy

Data Type		Duration
Usage	Monthly read	24 months
	Daily read	12 months
	Hourly read	6 months
	15 minute read	3 months
Billing data/Summary		24 months
User behavior		12 months
Notifications	Text Message, IVR, Email logs	6 months
Audit logs		6 months
Bill PDF Storage	* Add-on feature	12 months
Outage		12 months