

**AMENDMENT NO. 2 TO AGREEMENT NO. 47577
BETWEEN
LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
POWER COSTS, INC**

THIS AMENDMENT NO. 2 to Agreement No. 47577 is made and entered into by and between the City of Los Angeles, acting by and through the Los Angeles Department of Water and Power, a municipal corporation (hereinafter referred to as LADWP) and Power Costs, Inc. (hereinafter referred to as PCI or "Consultant"), collectively the "Parties"; and

WHEREAS, on November 5, 2019, LADWP Board of Water and Power Commissioners (Board) adopted Agreement No. 47577 with PCI under Resolution No. 020 075 to provide software, configuration, maintenance, support, and training services for the Western Energy Imbalance Market (WEIM) Merchant Bidding and Scheduling Systems (MBS) under a sole-source contract; and

WHEREAS, the Agreement's originally established as of three years and a not-to-exceed amount of \$4,772,612 and with Change Order Nos. 1 through 3, the Agreement had a total not-to-exceed amount of \$4,804,992; and

WHEREAS, on September 14, 2021, Amendment No. 1 was adopted by the Board under Resolution No. 022 021 to extend the term of the Agreement by two years for a total of five years, add scope, and increase the Agreement not-to-exceed amount by \$2,992,715 to \$7,797,707; and

WHEREAS, LADWP issued Change Order Nos. 4 through 6, increasing the not-to-exceed amount by \$181,220 for a total not-to-exceed amount of \$7,978,927; and-

WHEREAS, LADWP has determined that, due to the need for additional software options and continued configuration, hosting, maintenance and technical support services, it is necessary to extend the term by an additional three-year period with two one-year extension options; extending the Agreement from November 18, 2024 to November 17, 2029, for a total term of up to ten years; and increase the Agreement not-to-exceed amount by \$9,090,806, from \$7,978,927 to \$17,069,733 ; and

NOW, THEREFORE, BE IT RESOLVED that for good value and consideration including mutual exchange of promises, the Parties agree to amend Agreement No. 47577 as follows:

1) Subsection 13 a) Term previously read as:

"The term of this Agreement ("Term") shall commence upon the Effective Date and shall expire five (5) years thereafter, unless earlier terminated as hereinafter provided."

Subsection 13 a) Term is hereby amended to read:

"The term of this Agreement ("Term") shall commence upon the Effective Date and shall expire eight (8) years thereafter, unless earlier terminated as hereinafter provided. At LADWP's sole option, the term of this Agreement may be extended for up to an additional two years, exercisable in one-year increments, or any portion thereof."

- 2) Exhibit C, Fee Schedule, is replaced in its entirety with Exhibit C, Fee Schedule (Amendment No. 2) attached herein.
- 3) Exhibit H, Statement of Work, Attachment C, Cloud Hosted Requirements, page H44 shall be replaced with the attached Exhibit H, Statement of Work, Attachment C, Cloud Hosted Requirements, page H44 marked Amendment No. 2 to reflect the update on ID 333:

ID	Requirement Description
333	<p>The cloud hosted system shall have the ability to increase/decrease storage needs as required and be able to expand/contract system hardware to meet future demands.</p> <p>Cloud Hosting Compute & Storage Limits The cloud environments supporting MBS and Gas Management systems shall be subject to the compute and storage limit as defined in Attachment D, Hosted Service Storage and Compute Limit.</p>

- 4) Add new Attachment D, Hosted Service Storage and Compute Limit, to Exhibit H, Statement of Work, attached herein.

Except as amended herein, all terms and conditions of Agreement No. 47577 shall remain in full force and effect. Notwithstanding the date of its final approval, this Amendment No. 2 shall be effective on November 17, 2024.

This Amendment No. 2 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Amendment consists of three (3) pages, Exhibit C (Amendment No. 2), Page H44 of Exhibit H (Amendment No. 2) and Attachment D in Exhibit H (Amendment No. 2).

[Signature Page follows.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to Agreement No. 47577 to be executed by their authorized representatives on the date written below.

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER
COMMISSIONERS**

By signing below, the signatories for the Department of Water and Power attest that they have no personal, financial, beneficial, or familial interest in this contract.

Date: _____

By: _____

JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney

By *Bethany A Burgess*
BETHANY A. BURGESS
Deputy City Attorney
Date: September 5, 2024

And: _____

CHANTE L. MITCHELL
Board Secretary

Date: September 9, 2024

POWER COSTS, INC

By: *Fred N. Lee*

FRED N. LEE
President

And: *Sandy B. Ho*

SANDY B. HO
Chief Financial Officer

**Exhibit C
Fee Schedule
(Amendment No. 2)**

Contract No./Title:	47577 / EIM Merchant Bidding and Scheduling System
Firm Name:	Power Costs Inc.
Firm Address:	301 David L. Boren Blvd., Suite 2000, Norman, OK 73072

PAYMENT MILESTONES				
Item No.	Date	Fixed Amount	Percentage	Description
1	Dec 2019	\$10,000	1.61%	Notice to Proceed (NTP) issuance by LADWP
2	Dec 2019	\$10,000	1.61%	Delivery of base functional and technical design documents
3	Jan 2020	\$10,000	1.61%	Existing Production Functionality and EIM OOTB Application Successfully Delivered to Hosted Environment with limited data
4	Feb 2020	\$20,000	3.23%	Approval of Functional, Technical design for OOTB
5	Mar 2020	\$18,000	2.90%	Customization Application Design sign-off
6	Mar 2020	\$18,000	2.90%	Customization Interface Design sign-off
7	Apr 2020	\$10,000	1.61%	Existing Production Functionality and OOTB Successfully Delivered
8	Apr 2020	\$10,000	1.61%	Existing Production Interfaces Complete and Operable
9	May 2020	\$30,000	4.84%	Testing and Training of Existing Production Complete
10	May 2020	\$10,000	1.61%	UAT sign-off of Existing Production Application
11	May 2020	\$10,000	1.61%	Release of existing Functionality to Production
12	Jun 2020	\$72,000	11.61%	Application Custom Development Successfully delivered
13	Mar 2019	\$52,000	8.39%	Interfaces Successfully delivered (non-CAISO)
14	Mar 2019	\$56,000	9.07%	Initial Vendor Training, Pre-FAT orientation and FAT Test Plan Complete
15	Jul 2020	\$46,000	7.42%	FAT Successfully Complete and LADWP Sign-off
16	Jul 2020	\$46,000	7.42%	Deliver User Documents and Training Material
17	Jul 2020	\$20,000	3.23%	Conduct User Training
18	Aug 2020	\$46,000	7.42%	SAT Successfully Complete and LADWP Sign-off

**Exhibit C
Fee Schedule
(Amendment No. 2)**

PAYMENT MILESTONES				
Item No.	Date	Fixed Amount	Percentage	Description
19	Aug 2020	\$56,000	9.03%	Custom Software, CAISO Interfaces and Regression Testing Complete and LADWP Sign-off
20	Sep 2020	\$10,000	1.61%	Successful Connectivity Testing
21	Nov 2020	\$10,000	1.61%	Day in the Life Testing Successfully Completed
22	Jan 2021	\$10,000	1.61%	Market Simulation Testing Successfully Completed
23	Jan 2021	\$10,000	1.61%	User Acceptance Testing Complete
24	Jan 2021	\$10,000	1.61%	Performance Testing
25	Mar 2021	\$10,000	1.61%	Parallel Operations Successfully Completed and Go-Live Ready
26	Apr 2021	\$10,000	1.61%	Go Live
TOTAL		\$620,000	100.00%	

GAS MANAGEMENT MODULE PAYMENT MILESTONES				
Item No.	Date	Fixed Amount	Percentage	Description
32	Mar 2021	\$25,000	10%	Kick-off Meeting Finalize Design Doc for PCI Gas Management System
33	Apr 2021	\$25,000	10%	Deploy Out-of-the Box Version of PCI Gas Management System with Limited Data on PCI Hosted Servers
34	Jun 2021	\$25,000	10%	Configure PCI Deal Capture for Gas Trades (Sign off)
35	Jun 2021	\$25,000	10%	Configure PCI Back-Office System to Perform Settlement Calculations for Gas (Sign off)
36	Jun 2021	\$25,000	10%	Configure Pipeline Communications with Kern River & SoCal
37	Jul 2021	\$50,000	20%	SAT successfully complete and LADWP Sign off
38	Jul 2021	\$12,500	5%	Conduct User Training for PCI Gas-Management System
39	Aug 2021	\$12,500	5%	UAT sign-off of Existing Production Application

**Exhibit C
Fee Schedule
(Amendment No. 2)**

40	Sep 2021	\$12,500	5%	Support 1 month of Parallel Operations
41	Oct 2021	\$25,000	10%	Support Go Live
42	Oct 2021	\$12,500	5%	Deliver User Documentation and Training Material
43	Oct 2021	\$0	0%	Provide PCI Project Management Services to Deploy PCI Gas Management System (Sign off)
Total		\$250,000	100%	Deployment & Training Fees

OTHER PERPETUAL LICENSE, HOSTING, AND ANNUAL MAINTENANCE & SUPPORT FEES						
Item Description	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5
Perpetual License Fee (payable upon deployment of functioning OOTB application with limited data)	\$460,000					
Annual Hosting Fee*	n/a	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Annual Software Maintenance & 7x24 Support* (payable upon successful completion of SAT)	n/a	\$573,834	\$585,311	\$597,017	\$608,957	\$621,136
Deal Capture Annual Support Fee*	n/a	\$50,000	\$50,000	\$50,000	\$50,000	\$51,000
DAME/eDAM Annual Maintenance Support Fee*, Not to Exceed	n/a	\$7,500	\$7,500	\$7,500	\$7,500	\$7,650
RC Services Annual 7x24 Support Fee*	n/a	\$2,500	\$2,500	\$2,500	\$2,500	\$2,550
LMP Forecasting Tool Annual Support Fee*	n/a	\$7,500	\$7,500	\$7,500	\$7,500	\$7,650
Outage Management Annual Hosting Fee*	n/a	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Outage Management Annual Support Fee*	n/a	\$63,750	\$63,750	\$63,750	\$63,750	\$65,025
Subtotal	\$460,000	\$825,084	\$836,561	\$848,267	\$860,207	\$875,011
TOTAL						\$4,705,130

* NOTE: Annual Hosting, Maintenance, and Support prorated if less than a year.

**Exhibit C
Fee Schedule
(Amendment No. 2)**

OTHER HOSTING FEES CONTRACT EXTENSION			
Item Description	One-Time	Year 4	Year 5
Deal Capture Hosted Fee*	n/a	\$32,000	\$32,000
DAME/eDAM Hosted Fee*, Not to Exceed	n/a	\$4,800	\$4,800
RC Services Annual 7x24 Hosted Fee*	n/a	\$1,600	\$1,600
LMP Forecasting Tool Annual Hosted Fee*	n/a	\$4,800	\$4,800
Subtotal		\$43,200	\$43,200
TOTAL		\$86,400	

* NOTE: Annual Hosting, Maintenance, and Support prorated if less than a year.

* NOTE: Annual Hosting, Maintenance, and Support prorated if less than a year.

OTHER PERPETUAL LICENSE, HOSTING, AND ANNUAL MAINTENANCE & SUPPORT FEES GAS MANAGEMENT (Not to be Commenced Without LADWP Written Approval)						
Item Description	One-Time	Year 1	Year 2	Year 3	Year 4	Year 5
Perpetual License Fee (payable upon deployment of functioning OOTB application with limited data*)	\$365,000					
Annual Software Maintenance & 7x24 Support* (payable upon successful completion of SAT)*	n/a	n/a	\$91,250	\$93,075	\$94,937	\$96,835
Annual Hosting Fee *	n/a	n/a	\$40,000	\$40,000	\$40,000	\$40,000
Subtotal	\$365,000	n/a	\$131,250	\$133,075	\$134,937	\$136,835
TOTAL	\$901,097					

**OTHER MILESTONES (Years 6-10)
(Not to be Commenced Without LADWP's Written Approval)**

**Exhibit C
Fee Schedule
(Amendment No. 2)**

Item No.	Description	Date	Perpetual License	Deployment	Base Training
44	Deal Capture Physical and Financial Trades	TBD	\$296,000	\$575,000	\$15,000
45	DAME impacts to MRTU/DAME impacts to EIM/eDam, Not to Exceed Include Extensions will be implemented with EDAM	TBD	n/a	\$137,500	\$5,000
46	RC Services (SPP-WRAP)	TBD	\$200,000	\$200,000	\$5,000
47	EDAM Upgrade Module	TBD	\$30,000	\$273,775	n/a
48	Outage Management (Generation & Transmission)	TBD	\$300,000	\$233,700	\$20,000
49	Transmission Modeling Support & Database Clean up	TBD	n/a	\$141,000	n/a
Subtotal			\$826,000	\$1,560,975	\$45,000
TOTAL			\$2,431,975		

OTHER PERPETUAL LICENSE, HOSTING, AND ANNUAL MAINTENANCE & SUPPORT FEES (Year 6-10) (Not to be Commenced Without LADWP's Written Approval)						
Item Description	One-Time	Year 6	Year 7	Year 8	Year 9	Year 10
Perpetual License Fee (payable upon deployment of functioning OOTB application with limited data)						
MBS Annual Hosting Fee*	n/a	\$85,600	\$91,592	\$98,003	\$104,864	\$112,204
MBS Annual Software Maintenance & 24x7 Support & Managed Services *	n/a	\$664,616	\$711,139	\$760,919	\$814,183	\$871,176
Gas Management Annual Software Maintenance & 24x7 Support & Managed Services *	n/a	\$154,973	\$165,821	\$177,429	\$189,849	\$203,138
Gas Management Hosting Fees	n/a	\$42,800	\$45,796	\$49,002	\$52,432	\$56,102

**Exhibit C
Fee Schedule
(Amendment No. 2)**

Deal Capture Annual Software Maintenance & 24x7 Support & Managed Services*	n/a	\$74,000	\$79,180	\$84,723	\$90,653	\$96,999
Deal Capture Annual Hosting Fee*	n/a	\$36,000	\$38,520	\$41,216	\$44,102	\$47,189
DAME Annual Software Maintenance & 24x7 Support & Managed Services*	n/a	\$15,000	\$16,050	\$17,174	\$18,376	\$19,662
DAME Annual Hosting	n/a	\$9,000	\$9,630	\$10,304	\$11,025	\$11,797
EDAM Annual Software Maintenance & 24X7 Support & Managed Services*	n/a	\$30,000	\$32,100	\$34,347	\$36,751	\$39,324
EDAM Annual Hosting Fee	n/a	\$4,800	\$5,136	\$5,496	\$5,880	\$6,292
RC Services (SPP-WRAP) Annual Software Maintenance & 24x7 Support & Managed Services*	n/a	\$50,000	\$53,500	\$57,245	\$61,252	\$65,540
RC Services (SPP-WRAP) Annual Hosting	n/a	\$18,000	\$19,260	\$20,608	\$22,051	\$23,594
AI/ML Forecasting Tool Annual Support Fee*	\$47,000	\$45,000	\$48,150	\$51,521	\$55,127	\$58,986
Outage Management Generation & Transmission Annual Software Maintenance & 24x7 Support & Managed Services*	n/a	\$75,000	\$80,250	\$85,868	\$91,878	\$98,310
Outage Management Generation & Transmission Annual Hosting Fee*	n/a	\$36,000	\$38,520	\$41,216	\$44,102	\$47,189
Subtotal	\$47,000	\$1,340,789	\$1,434,644	\$1,535,071	\$1,642,525	\$1,757,502
TOTAL						\$7,757,531

* NOTE: Annual Hosting, Maintenance, and Support prorated if less than a year. Rate in the table above are not-to-exceed values and shall be adjusted based on the Consumer Price Index (CPI) range per note 11 below.

TRAVEL		
Description	Date	Not to Exceed

**Exhibit C
Fee Schedule
(Amendment No. 2)**

Travel Fees, reimbursable as incurred, in accordance with Exhibit D, Allowable Travel Expenses	TBD	\$104,000
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Change Orders		
CO #	Description	Not to Exceed Amount
1	Restful API for MBS	\$20,500
2	Contingency Reserves Obligation Requirement Implementation	\$7,380
3	AWS Hosted Fees for EIM Production Environment	\$4,500
4	Bid Calculation Logic for MBS	\$4,920
5	Gas ETRM Enhanced Fuel Price Calculations	\$127,100
6	Gas Management Trading Limits, Enhanced user tables and alerts	\$49,200
Total		\$213,600

DIRECT LABOR	
Labor Classification	Hourly Rate
Project Manager / Technical Lead / Developer / Tester / Architect*	\$235

* Hourly rate will be adjusted on an annual bases to reflect CPI (Consumer Price Index) increases.

Rates for incremental environment usage for Attachment D, Hosted Service Storage and Compute Limit from Exhibit H	
Usage Type	Rates
RDS Base Storage	\$0.4603 per GB per availability zone per month
File Share Storage	\$0.834 per GB per availability zone per month
RDS Compute (db.m5.large single AZ)	\$225.16 per 2 vCPUs & 8 GB RAM per availability zone per month
Fees for Application Compute (r5.xlarge)	\$595.11 per 4 vCPUs & 32 GB RAM per month
Fees for Application Compute (t3.2xlarge)	\$653.04 per 8 vCPUs & 32 GB RAM per month
Fees for Application Compute (t3.xlarge)	\$337.03 per 4 vCPUs & 16 GB RAM per month
Fees for Application Compute (t3.large)	\$167.17 per 2 vCPUs & 8 GB RAM per month
Fees for Compute Processes for GenTrader Grid Servers (C5 Class)	\$953.26 per 4 CPU cores per month
Fees for Compute Processes for GenTrader Grid Servers (T2 Class)	\$319.91 per 4 CPU cores per month

**Exhibit C
Fee Schedule
(Amendment No. 2)**

Fees for QlikView Compute (r5.large)	\$308.06 per 2 vCPUs & 16 GB RAM per month
Fees for QlikView Compute (r5.xlarge)	\$595.11 per 4 vCPUs & 32 GB RAM per month
Fees for QlikView Compute (r5.2xlarge)	\$1169.20 per 8 vCPUs & 64 GB RAM per month
Fees for QlikView Compute (r5.4xlarge)	\$2317.38 per 16 vCPUs & 128 GB RAM per month
Fees for QlikView Compute (r5.8xlarge)	\$3981.73 per 32 vCPUs & 256 GB RAM per month
Thinfinity Remote Desktop	\$120 per user license per year

Notes:

1. PCI license fees for PCI Outage Management reflect perpetual license fees for deploying PCI Outage Management (Enterprise Out of the Box Version) to manage outages for both generation and transmission equipment.
2. PCI license fees do not include cost of 3rd Party Software (Oracle Database, Oracle WebLogic).
3. PCI perpetual license fees will be invoiced when PCI will deploy PCI Outage Management on AWS test servers with limited data.
4. PCI annual maintenance fees will be invoiced at the completion of SAT.
5. PCI base deployment reflect PCI engineering hours to configure and deploy PCI OM on AWS hosted servers.
6. PCI to support Regression Testing, UAT, Performance Testing, DILF, Market Trial, Parallel Operations, and Go Live Support will cover PCI consulting services to support the internal LADWP tests and EIM market trials.
7. PCI training reflects 4 train the trainer courses for outage schedulers, plant people, and BA personnel
8. The PCI annual hosted fee will be invoiced when PCI OM will be installed on AWS hosted servers with limited data.
9. Base Market-Trial & Go-Live Support will cover PCI consulting services to support both internal LADWP tests and EIM market trials for the PCI Optimization Suite.
10. PCI will invoice perpetual license fees for PCI MBS after delivery of PCI MBS system (OOTB) and PCIEA system (OOTB) with limited data on PCI hosted servers.
11. The dollar amounts listed in the table for Year 6 through Year 10 represent the maximum payout and shall be modified in accordance with the Consumer Price Index (CPI) as described below.
 - PCI shall be subject to an adjustment based on the change in the Consumer Price Index (CPI). This fee will be a minimum of 3% and a maximum of 7%, with the exact percentage of escalation being contingent on where the CPI falls within this range.
 - Example: If the CPI changes by shows 1.5%, PCI will receive an adjustment of 3% for that year. If the CPI changes by 8.5%, then PCI will receive an adjustment of 7% for that year. If the CPI print shows 3.7%, then PCI will receive an adjustment of 3.7% for that year. LADWP will use CPI-W for the month of August to be used for the following year with the series title being 'All items in Los Angeles-Long Beach-Anaheim, CA and the Area being Los Angeles-Long Beach, Anaheim.' Reference link.
12. PCI offers to provide a complimentary professional services package of up to 250 hours. During the term of this agreement, LADWP can utilize it for consulting services, system enhancements, and training. The total worth of this non-billable professional services package is \$58,750.
13. Annual support fees will be invoiced 30 days prior to the support start date and will become due net 30 days after the invoice date.
14. Item Nos. 27-31, Other Milestones, are removed from the Fee Schedule, as the work was never commenced or authorized by LADWP.

**Exhibit C
Fee Schedule
(Amendment No. 2)**

END OF FEE SCHEDULE

EXHIBIT H
Statement of Work

ATTACHMENT C
CLOUD HOSTED REQUIREMENTS

NOTE: The below grids are excerpts from a master list of EIM System Hosted Requirements. These are internal ID references and are maintained for LADWP purposes. For the system, the requirement IDs numbering will not be necessarily useful to the Contractor beyond their uniqueness. Non-sequential lists are not a mistake.

C. CLOUD HOSTED REQUIREMENTS

ID Number	Requirements/Description
333	<p>The cloud hosted system shall have the ability to increase/decrease storage needs as required and be able to expand/contract system hardware to meet future demands.</p> <p>Cloud Hosting Compute & Storage Limits The cloud environments supporting MBS and Gas Management systems shall be subject to the compute and storage limit as defined in Attachment D.</p>
346	<p>For technical security, the Contractor shall implement the necessary communications security protocols including firewalls, antivirus software, and encryption. Contractor shall ensure all communication and access is both authenticated and authorized. Communication for administrative tasks shall be secured using VPN. For data security, Secure Sockets Layer (SSL) shall be used as standard and unsecured HTML shall be used on an exception basis only. Contractor shall whitelist LADWP's source address.</p>
411	<p>Contractor shall keep LADWP's application and modules within 1 version of the most current version used by any other Contractor client, unless a variance is requested by LADWP.</p>
679	<p>LADWP shall have the right to audit processes, procedures and data centers on an annual basis to ensure compliance with security and architecture requirements. Contractor may substitute this requirement by providing audit documentation from a mutually agreed to 3rd party with mutually agreed to audit parameters.</p>
680	<p>Contractor shall not claim ownership rights of any data sourced from LADWP staff, contractors or systems. In addition, Contractor shall not claim ownership of any 3rd party data (including from CAISO) gained through interfaces set up for LADWP or using LADWP credentials.</p>

EXHIBIT H
Statement of Work

Attachment D
Hosted Service Storage and Compute Limit

1. **Base Storage Threshold.** The Hosting Services shall include the allocation of database storage described herein (the "**Base Storage Threshold**"). PCI shall notify an authorized Client Representative in writing when the Client has reached about eighty-five percent (85%) of the Client's then-current Base Storage Threshold. If PCI does not receive Client's written request to not increase the Base Storage Threshold within five (5) business days of its receipt of the notice, to support the continuity of Client's Hosted Services operations, when the storage reaches 90% of the Base Storage Threshold, additional storage will be added and Client will be charged for the incremental storage at the rates described herein. Storage is incremented in 500 GB units and billed annually beginning in the year in which the increment is added.
2. **File Share Storage.** The Hosting Services shall include the allocation of File Share Storage described herein (the "**File Share Storage**"). PCI shall notify an authorized Client Representative in writing when Client has reached about ninety percent (90%) of Client's then-current File Share Storage setting. If PCI does not receive Client's written request to not increase the File Share Storage threshold within five (5) business days of its receipt of the notice, to support the continuity of Client's Hosted Services operations, when the storage reaches 95% of the File Share Storage threshold, additional storage will be added and Client will be charged for the incremental storage at the rates described herein. Storage is incremented in 500 GB units and billed annually beginning in the year in which the increment is added.
3. **Application Compute.** The Hosting Services shall include the allocation of Application Compute Servers described herein (the "**Application Compute**"). Application compute servers are used to run clients' workflows using PCI products in PCI GSMS & PCI Kube Platforms. The vCPUs and RAM allocated are used by all implemented workflows. The client can request additional Application Compute by submitting a request through the issue tracking system. PCI shall complete the request and bill the Client at the listed rate. The minimum increment size is 2vCPUs with 8 GB of RAM. The default duration is yearly.
4. **Grid Compute.** The Hosting Services shall include the allocation of Grid Compute described herein (the "**Grid Compute**"). GenTrader Grid Compute services are allocated to provide a maximum number of parallel GenTrader Cases. A Case is executed as a process. The maximum number of CPU processes is shared across all studies. The client can request additional compute by submitting a request through the issue tracking system. PCI shall complete the request and bill the Client at the listed rate. The minimum increment size is four units up to an absolute maximum of 240 units in four-unit increments. The default duration is yearly.

EXHIBIT H

Statement of Work

- **PCI GSMS (LADWP-MT)**
 - **Production Environment**
 - "GSMS & GT" RDS Base Storage Threshold 1,000 GB
 - RDS Compute (Multiple Availability Zone): 4 vCPUs & 16 GB of RAM
 - File Share Storage 2,000 GB
 - QlikView Server with 32 GB of RAM
 - Application Compute (Application Servers):
 - Task Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
 - User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
 - GenTrader Compute (Grid Servers) Maximum Number of CPUs 24 of T2 (burstable)
 - **Dev Environment**
 - "GSMS & GT" RDS Base Storage Threshold 1,000 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - QlikView Server with 32 GB of RAM
 - Application Compute (Application Servers):
 - Task/User Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
 - GenTrader Compute (Grid Servers) Maximum Number of CPUs 4 of T2 (burstable)
 - **Test Environment**
 - "GSMS & GT" RDS Base Storage Threshold 1,000 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 1,000 GB
 - QlikView Server with 32 GB of RAM
 - Application Compute (Application Servers):
 - Task Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
 - User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
 - GenTrader Compute (Grid Servers) Maximum Number of CPUs 8 of T2 (burstable)
- **PCI GSMS (LADWP-TO)**
 - **Production Environment**
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Multiple Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - Application Compute (Application Servers):
 - Task Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
 - User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
 - **Dev Environment**
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB

EXHIBIT H Statement of Work

- Application Compute (Application Servers):
 - Task/User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
- Test Environment
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - Application Compute (Application Servers):
 - Task Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
 - User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
- PCI GSMS (LADWP-ET)
 - Production Environment
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Multiple Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - Application Compute (Application Servers):
 - Task/User Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
 - Dev Environment
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - Application Compute (Application Servers):
 - Task/User Servers: 2 servers, with 2 vCPUs & 8 GB of RAM each
 - Test Environment
 - "GSMS" RDS Base Storage Threshold 500 GB
 - RDS Compute (Single Availability Zone): 2 vCPUs & 8 GB of RAM
 - File Share Storage 500 GB
 - Application Compute (Application Servers):
 - Task/User Servers: 2 servers, with 4 vCPUs & 16 GB of RAM each
- Data Transfer Fees: The base pricing includes data transfer fees to support normal workflows. The data transfers should not exceed \$100 per month for each of the 3 eco-systems (LADWP-MT, LADWP-TO, LADWP-ET). Any excess will be billed at cost.
- Client will have PCI GSMS: Production, Dev, and Test environments.
- QlikView: Existing QlikView licenses will be in use and no new ones will be purchased.

Rates for incremental environment usage are listed in Exhibit C, Fee Schedule.

End of Attachment D

END OF STATEMENT OF WORK