



PROFESSIONAL SERVICES AGREEMENT NO. **47854**

Company Name: **PowerPlan, Inc.**

Subject: **Workday Implementation and Maintenance Services**

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**AGREEMENT NUMBER 47854
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
POWERPLAN, INC.**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter "LADWP") and PowerPlan, Inc., a Delaware Corporation (hereinafter the "Consultant" or "Contractor"). Individually, LADWP and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants of the Parties as set forth below, the Parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

Los Angeles Department of Water and Power (LADWP)
111 North Hope Street
Los Angeles, California 90012

and

PowerPlan, Inc.
300 Galleria Parkway, Suite 2100
Atlanta, GA 30339

1.2 Service of Notices

All notices, demands and communications regarding the interpretation of the terms of this Agreement or changes thereto shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile or email, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices shall be:

Authorized representatives of LADWP:

Tae Kim
Senior Utility Accountant
Los Angeles Department of Water and Power
Financial Services Organization
111 N. Hope St., Room 445
Los Angeles, California 90012
Phone Number: (213) 367-1585
Email Address: Tae.Kim@LADWP.com

and

Vivian Lam
Senior Utility Accountant
Los Angeles Department of Water and Power
111 N. Hope St., Room 445
Los Angeles, CA 90012
Phone Number: (213) 367-4306
Email Address: Vivian.Lam@LADWP.com

Authorized representatives of the Consultant:

General Counsel,
300 Galleria Parkway, Suite 2100,
Atlanta, GA 30339
Email Address: contracts@powerplan.com

With copies to:

Kyle Bergstresser
Strategic Account Executive
300 Galleria Parkway, Suite 2100
Atlanta, GA 30339
Phone Number: (404) 234-9666
Email Address: kbergstresser@powerplan.com

and

Michael Riggilo
Manager
300 Galleria Parkway, Suite 2100
Atlanta, GA 30339
Phone Number: (847) 828-0015
Email Address: michael.riggilo@powerplan.com

ARTICLE II: TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence on September 15, 2024 and shall terminate five years thereafter, subject to the termination provisions herein ("Term"). Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

ARTICLE III: TIME

Reserved.

ARTICLE IV: COMPENSATION AND PAYMENT

4.1 Compensation

4.1.1 Not-to-Exceed Amount

The total fees for consulting services, training services, test scripts, allowable travel expenses and build services under the Agreement and as detailed on Exhibit C, Fee Schedule, are estimated to be and shall not exceed Four Million, Sixty-Eight Thousand, Nine Hundred Thirteen Dollars and No Cents (\$4,068,913.00 (USD)) without a fully executed Amendment. The total fees for Software Subscription services provided under the Agreement and as detailed on Exhibit M, Order Form and Exhibit C, Fee Schedule, are Four Million, One Hundred Thirty-One Thousand, Eighty-Seven Dollars and No Cents (\$4,131,087.00 (USD)). The total not-to-exceed amount under this Agreement for the duration of the Agreement is Eight Million, Two Hundred Thousand Dollars and No Cents (\$8,200,000.00 (USD)). PowerPlan does not guarantee that services or work performed on a time and materials basis can be fully performed for any "not to exceed" or maximum price set forth in this Agreement.

4.1.2 Authorized Expenditures

Of the total amount of compensation included in Article 4.1.1 above, LADWP shall pay the Consultant for services performed (and deliverables provided, as the case may be) as specified in Article 4.2, Allowable Fees and Costs of this Agreement and Exhibit H, Statement of Work. Expenses shall be invoiced separately pursuant to Exhibit C, Fee Schedule and reimbursed in accordance with Article 4.2.2.

4.2 Allowable Fees and Costs

LADWP shall pay for services at the rates established in **Exhibit C, Fee Schedule** and in accordance with the tasks, milestones, or phases of the project as established in **Exhibit H, Statement of Work** of this Agreement and based upon the Consultant and Subconsultant labor rates established in **Exhibit C, Fee Schedule**, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of deliverables, and one electronic copy of deliverables costs.

4.2.1 Payment of Subconsultant Costs

As of the effective date of the Agreement Consultant does not anticipate requiring the need of any Subconsultants; however, if Consultant does request to use Subconsultants during the term of this Agreement and LADWP agrees to such use of Subconsultants, LADWP shall pay for Subconsultant expenses at the actual amount to be paid by the Consultant to the Subconsultant, consistent with the Subconsultant labor rates and fees established in **Exhibit C, Fee Schedule**.

The Consultant may invoice for direct services in the management, oversight, and administration of Subconsultants, including the Consultant's reviewing and processing of Subconsultant invoices. No markup of any kind by the Consultant or Subconsultant for Subconsultant services of any tier shall be allowed.

4.2.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for LADWP must be pre-approved by LADWP. LADWP approved travel expenses shall be paid at the actual cost of such expenses, in accordance with Exhibit C, Fee Schedule and Exhibit H, Statement of Work and consistent with **Exhibit D, Allowable Travel Expenses**, which is attached hereto and made a part hereof. No markup of any kind by the Consultant or Subconsultant of any tier for travel expenses shall be allowed.

4.2.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services,

individual shipping charges in excess of ten dollars (\$10.00), materials, supplies used in the work performed for LADWP pursuant to **Exhibit H, Statement of Work**, of this Agreement. Reimbursable expenses shall be paid by LADWP at the actual cost of such expenses, or the expense rates established in **Exhibit C, Fee Schedule**. No markup of any kind by the Consultant, Subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of LADWP to accomplish the work shall become the property of LADWP upon purchase and shall be delivered to LADWP at the conclusion of the work. Any other items purchased by the Consultant for performance of services shall be the property of the Consultant, shall not be charged to LADWP, and shall not be reimbursed by LADWP.

4.2.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, or on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in **Exhibit C, Fee Schedule**. In special circumstances, an overtime or labor rate premium may be allowed at the sole option of LADWP, with prior written approval by an LADWP authorized representative designated in Article 1.2 of this Agreement. The overtime billing rate shall be calculated based upon the employee's salary rather than the entire fully loaded billing rate.

4.3 Method of Payment

Payment for Consultant services shall be made in accordance with the rates established in **Exhibit C, Fee Schedule** and pursuant to the tasks, milestones, or phases of the project as established in **Exhibit H, Statement of Work**. The Consultant shall submit invoices to LADWP in accordance with the rates established in **Exhibit C, Fee Schedule** and pursuant to the tasks, milestones, or phases of the project as established in **Exhibit H, Statement of Work**, monthly in arrears.

4.3.1 Required Invoice Information

A hard copy of the invoice shall be submitted to:

Attn: Tae Kim
Contract Administrator
Department of Water and Power
City of Los Angeles
PO Box 51111, Room 434

Los Angeles, CA 90051-5700

An electronic copy of the invoice must be concurrently submitted and emailed to Tae.Kim@ladwp.com, and invoices shall be submitted to:

Accounts Payable Business Unit
Los Angeles Department of Water and Power
PO Box 51211, Room 424
Los Angeles, CA 90051-5511

The following information shall be included in each invoice submitted by the Consultant to LADWP:

1. Consultant name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Internal Revenue Service ID Number
4. Date of invoice
5. Invoice number
6. Contract number
7. Summary of performed services, including amount of current invoice, total invoiced to date, and if applicable, total service amount, percent of total service completed, and percent of cost of invoiced to date, including the end date of the service
8. Description of services and deliverables provided related to performed services and associated costs
9. Supporting documentation for all costs and expenses, in a format acceptable to LADWP
10. Following certification statement signed by the Consultant: "I hereby certify, under penalty of perjury, that the services
11. rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq."
12. Taxes
13. Total amount of invoice
14. Approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Article 1.1, Parties to the Agreement and Service of Notices, of this Agreement
15. An accompanying LADWP Subcontractor Utilization Form, or its successor reporting format, identifying the amounts paid to each authorized Subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated Subconsultant percentages identified in Exhibit E, List of Subconsultants, attached hereto and made a

part hereof, and recommendations for recovering any shortfalls in Subconsultant utilization

16. The following specific language in the invoices/bills is acceptable: "Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between the Consultant and LADWP) has been found."

Consultant's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment, until the information is provided to LADWP.

4.3.2 Time and Material Invoices

For services specifying a time and materials method of payment, the Consultant shall invoice LADWP on a monthly basis, in arrears, for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including copies of receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1 of this Agreement.

4.3.3 Fixed Price Invoices

For services specifying a fixed price method of payment, payment shall be made within forty-five (45) calendar days after acceptance of the Deliverables by LADWP, in accordance with Article V, Section 5.1.2 of the Agreement, or receipt of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1, whichever is later.

For hosted software subscribed to by LADWP pursuant to Exhibit M, Order Form, Consultant shall invoice LADWP annually in advance of the subscription period and invoices shall be paid in accordance with the Order Form and Section 6 of Exhibit L, except for Section 6.1(b). Instead, Consultant will invoice LADWP directly.

4.3.4 Notice of Items Not Approved for Payment

Notwithstanding the timeframes for payment established in Article 4.3.2 and 4.3.3, LADWP's project manager will review the Consultant invoice within ten business days (10) business days and notify the Consultant in writing of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any invoices by the Consultant are not approved for payment, LADWP shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between LADWP and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article X, Disputes, of this Agreement. LADWP shall pay undisputed invoice amounts. Amounts in dispute shall become immediately due and payable upon resolution of such dispute.

4.3.5 Notification of Status of Expenditures

The Consultant shall notify the LADWP project manager in writing when costs reach 50 and 75 percent of the total not to exceed amount for time and materials services. Such notice shall include an assessment of whether or not the remaining services are estimated to be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the services in the form of an Amendment for consideration by LADWP. LADWP will be unable to pay time and materials invoices in excess of the not-to-exceed amount for time and materials services, unless an Amendment is approved by both Parties.

The Amendment shall include the estimated amount of additional funds required to continue performance and when the funds will be required.

If additional funds are not approved by the date required as indicated in the Amendment, Consultant may suspend work until additional funds are approved or the Parties may terminate the Agreement.

4.3.6 Timely Invoicing

Consultant shall make best efforts to ensure that all charges related to the performance of the Consultant's work or services for any services, including Subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to LADWP within six (6) months of the cost or expenses being incurred by the Consultant or Subconsultant.

4.3.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that would increase LADWP's total obligation above the maximum authorized amount set forth in Article 4.1.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. LADWP shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, tasks, and deliverables identified in the **Statement of Work (Exhibit H)** included herein, authorized by LADWP in this Agreement, and as set forth and agreed to by the Parties.

5.1.1 Description of Consultant Services

Consultant shall perform services in accordance with **Exhibit H**. Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as mutually agreed upon in an Amendment or Administrative Change.

5.1.2 LADWP Approval of Work

For each Deliverable requiring LADWP Acceptance, as identified in the Statement of Work, LADWP shall have a ten (10) Business Day period ("Acceptance Period") following each Deliverable being made available to LADWP for LADWP to review the applicable Deliverable to determine if the Deliverable is in accordance with acceptance criteria set forth in the Statement of Work. LADWP shall, prior to the end of the applicable Acceptance Period, notify Consultant in writing of its Acceptance of the Deliverable or rejection of the Deliverable. If LADWP rejects a Deliverable within the Acceptance Period, LADWP shall provide Consultant with a list or description of the defects or deficiencies which cause the Deliverable to fail to meet the acceptance criteria, and Consultant shall have ten (10) Business Days following LADWP's notice of rejection to correct or re-perform such Deliverable and deliver such corrected Deliverable to LADWP for LADWP's re-review in accordance with the foregoing Acceptance procedures. Upon delivery of the corrected Deliverable to LADWP, the Acceptance Period for such Deliverable shall be extended for an additional ten (10) Business Day period. This process shall be

repeated until the Deliverable is objectively determined to be in compliance with the acceptance criteria. Failure of LADWP to reject any Deliverable within the applicable Acceptance Period shall be deemed LADWP's Acceptance thereof. The achievement of acceptance of a Deliverable pursuant to the foregoing process is referred to herein as "Acceptance." Notwithstanding anything to the contrary, should LADWP fail to affirmatively accept any Deliverable, Consultant may, at its sole option, decide not to proceed to the next Deliverable until affirmative Acceptance has been received; the Parties will work together to resolve any pending issues with any Deliverable not formally accepted or rejected in a timely manner.

"Business Days" shall mean week days that LADWP is generally open for business and shall not include holidays for which any material portion of LADWP employees are not required to come to work.

Subject to Article VII, LADWP reserves the right to contract separately with other consultants to review the Consultant's Deliverables and other work produced in accordance with the terms of this Agreement. If LADWP contracts separately with other consultants to assist LADWP in reviewing the Consultant's Deliverables and other work, the Consultant agrees, subject to Article VII, to cooperate reasonably and coordinate with such other consultants.

The Consultant shall provide access and make available to LADWP the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

5.1.3 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with standards provided under Special Provision 4.

5.2 Consultant Personnel

5.2.1 Key Consultant Personnel

Consultant shall assign proposed initial key Consultant personnel to perform services under this Agreement. The List of **Key Consultant Personnel ("Key Personnel")** are set forth in **Exhibit F** but are subject to change. Key Personnel shall be available to perform under the terms and conditions of this Agreement upon commencement of the term of this Agreement.

The Consultant shall make commercially reasonable efforts to maintain Key Personnel for the duration of the services to LADWP. LADWP shall review and approve or disapprove any personnel who are selected to replace Key Personnel during the term of the services. The parties acknowledge that delays may occur in the event LADWP fails to approve replacement Key Personnel proposed by Consultant.

5.2.2 Unavailability of Key Personnel

In the event individual Key Personnel are unavailable to perform services for the project, the Consultant shall provide to LADWP written notification of the unavailability no later than five (5) business days after the effective date of unavailability. The Consultant shall replace such personnel.

The Consultant recognizes and agrees that early notification of the unavailability of Key Personnel and proposed replacement personnel may be essential to avoiding delays in completing the services, work, tasks, and Deliverables established in this Agreement since the award of this agreement was predicated upon the competency of the Key Personnel provided.

5.2.3 Removal of Consultant Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services or Work, if LADWP in good faith and reasonably considers such removal necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Consultant. LADWP shall not be billed for the act of removing Consultant personnel from the Project. LADWP understands and agrees that any such removal may cause delays and additional cost to the Project. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

5.3 Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in **Exhibit E, List of Subconsultants**. **Exhibit E, List of Subconsultants**, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each Subconsultant identified in **Exhibit E**.

Notwithstanding the fact that the Consultant is utilizing Subconsultants, the

Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement.

LADWP has no obligation to any Subconsultant and nothing herein is intended to create any privity between LADWP and the Consultant's Subconsultant.

5.3.1 LADWP Pre-Approval of Subconsultants

LADWP shall pre-approve, in writing, any reduction, addition or substitution to the Subconsultants listed in **Exhibit E, List of Subconsultants**. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

5.3.2 Subconsultant Subcontracting

Subconsultants may not subcontract or delegate assigned work unless Consultant obtains LADWP's prior written consent.

5.3.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Articles 5.3.2, the provisions of Article VI, Ownership, and Article VII, Confidentiality and Restrictions on Disclosure of this Agreement.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

5.3.4 Copies of Consultant Subconsultant Contracts

Upon request, the Consultant shall provide LADWP with copies of Consultant Subconsultant contracts associated with the performance of this Agreement.

ARTICLE VI: OWNERSHIP

6.1 Consultant

Consultant retains sole and exclusive ownership of its Confidential Information, Deliverables, and all Intellectual Property Rights in, to, or embodied in or associated with the Deliverables and Work, and all copies and modifications thereof. LADWP shall not take any action inconsistent with such title and ownership. For purposes of this Agreement, "Deliverable" means

documents and materials, which are delivered or made accessible to LADWP by Contractor in the provision of services as set forth in the Statement of Work. For the avoidance of doubt, the term "Deliverable" does not include any software (whether in object code or source code), including any Integrations, or other technology, it being understood that such components remain subject to the applicable license agreement between the Parties.

6.2 LADWP

LADWP retains sole and exclusive ownership of LADWP's Confidential Information and all copies and modifications thereof. Contractor shall not take any action inconsistent with such title and ownership.

6.3 License to Deliverables

To the extent that any Deliverables are provided to LADWP in connection with Work performed by Consultant pursuant to an SOW, Consultant grants to LADWP a license to use such Deliverables while LADWP has an active subscription for the corresponding software and in accordance with this Agreement and solely for LADWP's internal purposes in connection with authorized and permitted usage of the relevant hosted software, without the right to sell, market, sub-license, encumber, assign, loan, operate as a service bureau, reverse engineer, create derivative works of, or otherwise exploit the Deliverable commercially on the open market or on behalf of non-Affiliate third parties.

ARTICLE VII: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

7.1 Confidentiality

By virtue of this Agreement, the Parties may be exposed to or provided with certain Confidential Information of the other Party. Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such Party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Except as required by law, neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement and as may be required to report to its Affiliates, legal and financial advisors, and regulators. Except as otherwise expressly set forth in this Agreement, neither party will disclose to third parties the other's Confidential Information without prior written consent of the other Party. Each Party shall ensure their personnel having access to the other Party's Confidential Information will comply with the terms of this Section 7.1. The responsibilities under this Section 7.1 shall continue during the term of this Agreement and for five (5) years thereafter for Confidential Information that is not a trade secret under law, and for trade secrets so long as such

Confidential Information remains a trade secret. PowerPlan will use best efforts to mark trade secrets as such.

“Confidential Information” means any information that is of value to its owner or is required to be kept confidential by contract or otherwise, and is treated as confidential, that is disclosed by or on behalf of the discloser or otherwise directly or indirectly obtained from the discloser. Confidential Information includes, but is not limited to, the following: trade secrets, proprietary information, technical processes and formulas, Deliverables, benchmark and performance test results, product designs, any sales, cost, and other unpublished financial information, product and business plans, and projections and marketing data. Confidential Information does not include information (i) generally known to the public through no act or omission of recipient; (ii) independently developed by the recipient without use of or reference to the discloser’s Confidential Information; and (iii) obtained by recipient from any third party not owing any confidentiality obligation to the discloser.

Permitted Limited Disclosure. Notwithstanding anything else in this Section to the contrary, both parties acknowledge that LADWP is subject to the requirements of the California Public Records Act. If required to be disclosed pursuant to law or by the order of a court of competent jurisdiction (collectively, “Required Disclosures”), recipient may disclose the portion of Confidential Information that in the opinion of recipient’s legal counsel is a Required Disclosure (the “Legally-Compelled Disclosed CI”), provided, however, that recipient has, to the extent legally permissible, promptly notified discloser upon learning of the possibility of a Required Disclosure so discloser may attempt to contest or limit the scope of such Required Disclosure and has reasonably cooperated with discloser in this regard, at discloser’s sole expense. The discloser shall be required to take any legal action to contest or limit the scope of such Required Disclosure before the deadline for providing the Required Disclosure. Except as set forth in this “Permitted Limited Disclosure” Section, recipient’s obligations of confidentiality under this Agreement remain in full force and effect with respect to the Legally-Compelled Disclosed CI and shall continue after such disclosure, to the extent consistent with the law.

Consultant agrees to reimburse LADWP for, and to indemnify, defend, and hold harmless LADWP and the other indemnitees identified in Section 5, above, from and against any and all claims, damages, losses, liabilities, suits, judgments, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses and court costs of any nature whatsoever arising from or relating to any action brought by a third party to compel release of Consultant’s Confidential Information under this Section 7.1, a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that disclosure of the records

is required. In the event of litigation brought by a third party to compel release of contractor's Confidential Information under this Section 7.1 where a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that disclosure is not required, Consultant shall have no obligation to reimburse, indemnify, defend, and hold harmless LADWP and other indemnitees under this paragraph.

7.2 Reference Background Checks

Consultant shall conduct pre-hire background checks on its Personnel and shall continue to do so throughout the term of this Agreement. Each background check will at a minimum include:

- a. 7 Year Criminal Search
 - i. Best Practices Criminal Record Search (all states or counties lived in the past 7 years)
 - ii. Federal District Criminal Court Search
 - iii. National Criminal Database Search
 - iv. Sentinel Watchlist
 - v. Social Security Address History Report
 - vi. Motor Vehicle Record Check
- b. Confirmation of Degree
- c. Basic Employment Verification

Consultant shall provide confirmation of such background checks to LADWP upon its written request.

ARTICLE VIII: TERMINATION AND SUSPENSION

8.1 Termination for Convenience

8.1.1 Notice of Termination

LADWP may terminate this Agreement, for its convenience upon giving at least one (1) year's written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.

In the event LADWP provides a notice of termination for convenience, such notice shall not apply to any subscription for software, including **Exhibit M, Order Form**. Instead, such software subscription shall continue pursuant to the terms of the Master Hosted Software Subscription and Services Agreement attached hereto as **Exhibit L**,

until the end of the then-current subscription period, at which time it shall terminate unless LADWP and Consultant have entered into a separate agreement for such software subscription.

8.1.2 Receipt of Notice of Termination

After receipt of a notice of termination the Consultant shall:

- A. Stop work under the Agreement on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders with Subconsultants for any work except as may be necessary for completion of such portions of the services or work expressly excluded from the Notice of Termination and as agreed to by the Parties.
- C. Communicate any Notice of Termination to the affected Subconsultants at any tier.
- D. Terminate all orders and contracts with Subconsultants that relate to the performance of the services or work, effective with the termination of the Agreement or as otherwise agreed to by the Parties.
- E. Settle outstanding liabilities and claims arising out of such termination of orders and contracts with Subconsultants.
- F. Deliver to LADWP, within ten (10) calendar days of LADWP's written request, any and all Deliverables and partially completed Deliverables and LADWP Confidential Information.
- G. Comply with any other requirements of LADWP as may be specified in the Notice of Termination and mutually agreed upon by the Parties in an Amendment or Administrative Change.

8.1.3 Amount Due

The amount due the Consultant by reason of any termination shall be determined as follows:

- A. The Consultant shall be paid on the basis of work performed as set forth in **Exhibit H, Statement of Work** and **Exhibit C, Fee Schedule**.
- B. The Consultant shall also be compensated by LADWP on a percentage completed basis of the applicable Deliverables for

work in process, when appropriate.

8.2 Termination for Cause

Either Party may terminate this Agreement for cause by giving the other Party a written notice of breach. The Party in breach shall have ten (10) calendar days from the date of the notice of breach to cure, or diligently commence to cure such breach. LADWP's notice of breach shall include a time and location for the individuals identified in Article 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the breaching Party is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe the non-breaching Party may terminate this Agreement anytime thereafter upon providing the breaching Party with written notice, except that neither Party shall be entitled to a ten (10) day cure period for any non-remediable breach of this Agreement.

Either party may terminate this Agreement if any assignment is made by the other Party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other Party's property, or if the other Party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other Party and is not dismissed within sixty (60) days.

If this Agreement is terminated for cause, the Parties shall comply with Article 8.1.2 and Article 8.1.3, above. Nothing in this section is intended to waive either Party's right to pursue any damages available at law, in equity, or otherwise available under this Agreement.

8.3 Suspension of Work

Upon written notice, LADWP may direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. In the event that LADWP suspends work, the service under this Agreement and budget shall be adjusted as agreed upon in an Amendment to the Statement of Work.

ARTICLE IX: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

9.1 Amendments

9.1.1 Request for Amendment

During the term of this Agreement, either Party shall have the right to request an Amendment to change the terms of this Agreement, including changes in the services to be performed by the Consultant,

extension of the term, and any increase or decrease in the amount of compensation authorized in Article 4.1 of this Agreement. A Party shall make a formal written request with respect to the Amendment.

9.1.2 Development of Amendments

Within twenty (20) calendar days following a Party's receipt of written request for an Amendment, the Party receiving such request, at its own expense, shall prepare and deliver to the requesting Party a detailed written statement regarding the implementation and impact of the Amendment, including a proposal of the estimated cost impact.

Upon review of the written response to the request for an Amendment, LADWP and Consultant shall cooperatively work to develop an Amendment to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

9.1.3 Approval and Authorization of Amendments

Once both Parties agree to the language of the Amendment, the Amendment shall be signed by the person(s) authorized to bind the Consultant and LADWP thereto. LADWP shall deliver a copy of the fully executed Amendment to the Consultant. After complete and authorized signatures by both Parties, the Amendment shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

Amendments that result in an Agreement term of greater than five (5) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

9.2 Administrative Changes

9.2.1 Request for Administrative Changes

During the term of this Agreement, LADWP or the Consultant may request changes to the work within the Agreement that are administrative in nature, including but not limited to changes to the authorized representatives, Key Personnel, reporting documentation, and/or the implementation of pre-approved cost of living adjustments in fee schedules. LADWP or the Consultant shall make a formal written request with respect to each administrative change it desires to make.

9.2.2 Development of Administrative Changes

When a change is requested by either Party, the receiving Party will review the implementation and impact of the administrative change. Within twenty (20) calendar days following the receipt of the written administrative change request, LADWP or the Consultant, at its own expense, shall prepare and deliver to the originating Party a detailed written statement regarding the implementation and impact (including cost, if any) of the administrative change.

Upon review of the written response to the administrative change request, LADWP and Consultant shall cooperatively work to develop an Administrative Change to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

9.2.3 Approval and Authorization of Administrative Changes

Upon approval of the Administrative Change to the Agreement prepared pursuant to Article 9.2.2, LADWP's authorized representatives as identified in Article 1.2, of this Agreement, or their designee established in writing, shall deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter "Notice of Administrative Change") for execution.

9.3 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, excluding Exhibit L and Exhibit M, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- Latest Amendment
- Latest Administrative Change (as set forth in Section 9.2 above)
- Agreement
- Other reference documents
- Proposal response dated March 6, 2024
- Request for Sole Source Proposal No. 90758 dated February 14, 2024 and any amendments thereto.

Except as otherwise specified, in the event of any conflict between the Special Provisions (Exhibit B) and the General Conditions (Exhibit A) contained herein, the Special Provisions will control.

The subscription of hosted software under this Agreement shall be governed solely by the Master Hosted Software Subscription and Services Agreement

("MHSSSA") attached hereto as Exhibit L. In the event of any conflict between the terms of Exhibit L and Exhibit M and the rest of this Agreement, the terms and conditions of Exhibit L and Exhibit M shall apply to all subscription services and use of Consultant's hosted software products by LADWP. In accordance with Exhibit L, LADWP shall place orders for hosted software using an Order Form. Notwithstanding the provisions of Section 6.1(b) of Exhibit L, invoices for subscription services shall be submitted directly to LADWP as indicated on the Order Form attached to this Agreement as Exhibit M.

Each party shall notify the other immediately upon the determination of any such conflict or inconsistency.

Should anything necessary for a clear understanding of the Work be omitted from the Agreement Documents, or should the requirements appear to be in conflict, the Consultant shall secure written instructions from LADWP before furnishing the Work affected thereby.

ARTICLE X: DISPUTES

10.1 Disputes

10.1.1 Dispute Resolution

The parties shall use their best efforts to resolve disputes under this Agreement. If a settlement cannot be reached, or in the event of default that could result in termination of this Agreement, LADWP and the Consultant shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default.

The Parties recognize that monetary damages may not be an adequate remedy for the breach of the protections afforded by Article VI or VII of this Agreement. Therefore, and notwithstanding the foregoing dispute resolution procedure, either Party may seek, in addition to any other legal or equitable remedies available at law, in equity, or under this Agreement, injunctive relief in a court of law or equity to assert, protect or enforce its rights in: (i) any Intellectual Property Rights; or (ii) Confidential Information as described in this Agreement. The parties agree that any Confidential Information of either party shall be disclosed during litigation only upon the issuance

of appropriate protective orders limiting the disclosure or discoverability of such information outside of the litigation of this Agreement.

“Intellectual Property Rights” means, on a world-wide basis, any and all: (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and re-examinations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

10.2 Continued Work

Upon mutual agreement of the Parties, the Consultant and LADWP may continue to perform work under the Agreement during any dispute.

10.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900, *et seq.*

ARTICLE XI: SURVIVAL OF PROVISIONS

The provisions of Article VI (Ownership), Article VII (Confidentiality), Article VIII (Termination), Article X (Disputes), Article XI (Survival), GC-2 (Applicable Law, Interpretation, Enforcement and Severability), GC-13 (Indemnification Provisions), to the extent the claim is not time-barred by applicable statutes of limitations, GC-18 (Retention of Records, Audit, and Reports) for up to four (4) years after the termination of this Agreement, GC-23 (Attorney's Fees and Costs), SP-4 (Warranty and Responsibility of Consultant) for as long as the Warranty is in effect, SP 21 (Remedies and Limitation of Liability), all Definitions, and as provided elsewhere in the Agreement and SP-21 (Risk Allocation) shall survive termination and expiration of this Agreement.

ARTICLE XII: ENTIRE AGREEMENT

12.1 Number of Pages and Attachments

This Agreement 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 Agreement includes twenty-four (24) pages and thirteen (13) exhibits, which constitute the complete understanding among the Parties.

12.2 Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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


POWERPLAN, INC.
*(Must be signed by two executives or
officers of firm)*

By signing below, the signatories attest that they
have no personal, financial, beneficial, or familial
interest in this contract.

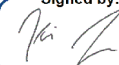
By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

Date: _____

And: _____
CHANTE L. MITCHELL
Board Secretary

Signed by:

61568F58B96F4EA...
JOE GOMES
Chief Executive Officer

Date: August 28, 2024

Signed by:

F9D96234F7404BC...
KEVIN JANFLONE
Chief Financial Officer

Date: August 28, 2024

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By Bethany A. Burgess
BETHANY A. BURGESS
Deputy City Attorney
Date: August 28, 2024

Vendor Code: 066965004

City Business Tax Registration Certificate Number: 0002041232-0001-7

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General Conditions (Services)

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GC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against LADWP or the Consultant. The word "Consultant" herein and in any amendment hereto means the Party or Parties identified in this Agreement wherein this Exhibit is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neutral gender shall be deemed to include the genders not used.

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

The provisions of GC-2 shall survive the expiration or termination of this Agreement.

GC-3 Time of Effectiveness

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.

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- B. This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- D. This Agreement has been signed on behalf of LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

GC-4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or verbal, relating hereto. This Agreement may be amended only as provided for in Article IX, Amendments and Administrative Changes to the Agreement of this Agreement.

GC-5 Force Majeure

If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to pay for services provided.

GC-6 Waiver

A waiver of a default of any part, term, or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

GC-7 Independent Consultant

The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's Subconsultants, suppliers, employees, and agents, shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LADWP for

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any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Prohibition Against Assignment or Delegation

Except in connection with a merger or sale involving a majority of the stock or assets of a Party, neither Party shall assign or otherwise attempt to dispose of this Agreement or of any of the moneys due or to become due thereunder, unless authorized in writing by the other party. In the case of any permitted assignment or transfer under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto. Any attempt at assignment without such consent shall be null and void and of no force and effect. Any applicable fees resulting from any assignment will be based on Consultant's then current pricing, terms, and conditions. In the event of an assignment permitted under this section by either Party, the assigning Party shall provide an assignment evidencing such assignment with assignee information (including name, address, taxpayer id number, etc.).

GC-9 Licenses and Certifications

The Parties and their officers, agents, and employees shall obtain and maintain all applicable licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefore. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and Deliverables pursuant to this Agreement. Each Party agrees to immediately notify the other Party of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

GC-10 Non-Discrimination/Equal Employment Practices/Affirmative Action

A. Non-Discrimination and Equal Employment Practices

The Agreement shall comply with the provisions of Los Angeles Administrative Code Section 10.8.2, Non-Discrimination Clause and Section 10.8.3, Equal Employment Practices. By affixing its signatures on the Agreement that is subject to the Equal Employment Practices Provisions, the Consultant shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with

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the Subconsultant that contains similar language shall be made available to LADWP upon request.

B. Affirmative Action Program

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, the Consultant shall agree to adhere to the provisions in the Affirmative Action Program for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

GC-11 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against LADWP or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

GC-12 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

GC-13 Indemnification Provisions

A. General Indemnification

The Consultant undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP and the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employee against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and

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penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person to the extent caused by Consultant, or Consultant's employees, recklessness, bad faith or intentional misconduct incident to the performance of this contract on the part of the Consultant, or the Consultant's employees. The indemnification provided in this Section GC-13 is conditioned on LADWP giving Consultant prompt written notice of such claim. In Consultant's defense of LADWP, negotiation, compromise, and settlement of any such claims, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

B. Intellectual Property Indemnity

Contractor shall indemnify, defend, and hold harmless LADWP against any third-party claim that any Deliverable infringes any valid and active patent, copyright, or trademark, or misappropriates any trade secret. With respect to contractor's Deliverable indemnity obligations, if any Deliverable becomes, or in contractor's opinion is likely to become, the subject of a claim of infringement, contractor may, at its sole option, (x) obtain for LADWP the right to continue using the Deliverable; (y) replace or modify the affected Deliverable so that it becomes non-infringing while providing substantially equivalent functionality; or (z) if such remedies are not available on commercially reasonable terms as determined by contractor, terminate the license for the affected portion of the Deliverable and refund the fees for the affected portion of the Deliverable. The indemnification provided in this Section GC-13 is conditioned on (i) LADWP giving contractor prompt written notice of such claim; (ii) LADWP providing its full cooperation in the defense of such claim, if requested by contractor and at contractor's expense; and (iii) LADWP granting contractor the sole authority to defend or settle the claim in a manner not inconsistent with requirements of the City Charter, particularly Article II, Sections 271, 272 and 273 thereof. LADWP may engage legal counsel to monitor any such claim at LADWP's expense. This Section GC-13 states contractor's sole obligation, and LADWP's sole and exclusive remedy, with respect to claims of infringement of Intellectual Property Rights relating to the Work and Deliverables.

GC-14 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to LADWP, is required to be submitted by the Consultant and must be

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maintained current by the Consultant throughout the term of this Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Contractor/Vendor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The insurance shall also by specific endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Contractor's negligent acts, errors, or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the contract.

2. Separation of Insured's Interest and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability coverage with no limiting endorsements.

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of, or results from, the acts, errors, or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the Consultant's policies to the contrary.

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4. Proof of Insurance for Renewal or Extension Required
Contractor shall provide evidence of the required insurance at least ten (10) days after LADWP's request.
5. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements using either an Acora certificate of insurance along with any required specific endorsements, or using the Department's own endorsement form(s) or using other written evidence of insurance acceptable to the Risk Manager (i.e. Self-insurance), but always in a form acceptable to the Risk Manager.

The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for the Department of Water and Power was attached to a specific policy, and the insurance carrier's name. For General Liability, Automobile Liability and Worker's Compensation, it shall provide that such insurance shall not be subject to cancellation except after written notice to the LADWP Risk Management Section thirty (30) calendar days prior to the effective date thereof. The cancellation notification shall be sent by first class or electronic mail to:

The Risk Management Section,
Los Angeles Department of Water and Power, Post
Office Box 51111, JFB Room 465,
Los Angeles, California 90051-0100.
Riskmanagement.Risky@ladwp.com

The proof of insurance shall be uploaded to LADWP's Insurance Compliance System, which can be accessed through the LADWP Risk Management website:

(<http://www.ladwp.com/riskmanagement>)

If assistance is required, please feel free to review the instructions on the website or contact risk management at:

E-mail: Riskmanagement.Risky@ladwp.com

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6. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract and with the same limits, terms and conditions of the expiring policy.

7. Failure to Maintain and Provide as Cause for Termination

After prior notices have been provided, any failure by the contractor to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement, subject to Article VIII of the Agreement.

8. Sub-Contractor Compliance

The Contractor shall be responsible for all sub-contractors. The vendor shall require all subcontractors performing any work to maintain insurance limits in accordance with Vendor's standard agreements with such subcontractors.

9. Specific Insurance Requirements

Contractor/consultant shall provide evidence of insurance as required in Exhibit G, Contract Insurance Requirements-LADWP.

GC-15 Child Support Policy

The Consultant and any Subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any Subconsultant(s)' employees. The Consultant and any Subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any Subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any Subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any Subconsultant(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s)

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to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any Subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by LADWP shall subject this Agreement to termination, subject to Article VIII of the Agreement.

The Consultant will contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section.

GC-16 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code. The ordinance require that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least 3 months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

- A. Retention by a successor Consultant for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated Consultant or Subconsultant, earning no more than twice the hourly wage without health benefits available under the LWO Section 10.37 et seq. of the Los Angeles Administrative Code;
- B. Payment of a minimum initial wage rate to employees as defined in the LWO, as may be adjusted each July 1, and provisions of benefits as defined in the LWO.
- C. Consultant further pledges that the Consultant shall comply with federal law proscribing retaliation for union organizing and shall not retaliate for activities related to the LWO. Consultant shall require each of its Subconsultants within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Consultant shall deliver the executed pledges from each such Subconsultant to the City within 90 days of the execution of the Subconsultant. Consultant's delivery of executed pledges from each such Subconsultant shall fully discharge Consultant's obligation with respect to such pledges and fully discharge the obligation of the Consultant and Subconsultants to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with

EXHIBIT A

General Conditions

such federal law.

- D. The Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce the employee's rights under the LWO by any lawful means, or otherwise asserting rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The Consultant shall post the LWO Notice to Employees and the Notice of Prohibition Against Retaliation, in a conspicuous place.
- E. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to these provisions and shall incorporate the provisions of the LWO and the SCWRO.
- F. Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract, subject to Article VIII of the Agreement, and otherwise pursue legal remedies that may be available if the City determines that the subject Consultant has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(e), the designated administrative agency has determined (a) that the Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Consultant the awarding authority may deduct the amount determined to be due and owing by the Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

EXHIBIT A General Conditions

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4(b) of the Los Angeles Administrative Code, requiring employers to inform employees of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

GC-17 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GC-18 Retention of Records, Audit, and Reports

The Consultant shall maintain, and shall cause the Consultant's and Subconsultants performing work to maintain copies of all SOWs, invoices and receipts and other documentation directly pertaining to the performance of professional services pursuant to this Agreement, sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this Agreement.

All such records shall be retained, and shall be subject to examination and audit by LADWP within thirty (30) days of Consultant's receipt of LADWP's written request for a period of not less than four (4) years following final payment made by LADWP hereunder.

For the avoidance of doubt, any records provided to LADWP for audit or review shall be considered PowerPlan Confidential Information. LADWP shall have the right to contract, at its sole expense, a third-party audit firm to conduct such a review, provided that such third-party audit firm agrees to confidentiality and nondisclosure terms at least as restrictive as those set forth in the Agreement, and utilizes generally accepted audit software and methodologies. The Consultant shall make said records available directly to LADWP at all reasonable times and without charge. LADWP will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the Consultant to LADWP shall be provided via e-mail in PDF format.

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Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective, and consistent with standard auditing procedures the Consultant will be provided thirty (30) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization.

If the examination or audit conducted pursuant to this General Condition indicates an error in billing resulting in either an underpayment or overpayment under a previous payment application or invoice, the identified discrepancy shall be reviewed. The Parties will discuss the best manner in which to correct the error within thirty (30) calendar days of receiving notice of such discrepancy. Upon resolving the discrepancy, the Party in error will pay the other Party the amount of the discrepancy within fifteen (15) calendar days thereafter. If Consultant disagrees with any finding resulting from an audit conducted under this General Condition, Consultant may provide notice to LADWP that it intends to verify the audit's results, in which case Consultant will have an additional thirty (30) calendar days to complete its verification. Any disagreement resulting from an audit conducted by LADWP under this General Condition and Consultant's verification process will be subject to the dispute resolution process established in this Agreement.

AUDIT COST RECOVERY: if an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision by an independent auditor for LADWP reveals that LADWP overpayment to the contractor is more than five percent of the billings reviewed, then Consultant shall pay all reasonable expenses and costs incurred by an independent auditor arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the contractor to LADWP within thirty (30) calendar days of contractor's verification of such overpayment.

In the event Consultant requires the use of Subconsultants for performance of work under this Agreement, such Subconsultant agreements shall contain an audit clause at least as broad as that contained in this General Condition.

GC-19 LADWP's Recycling Policy

LADWP supports the use of recycled-content products of all types. Recycled-content products help conserve natural resources, including water and energy, and reduce demands upon landfills.

EXHIBIT A
General Conditions

GC-20 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a valid TIN number.

GC-21 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted, to create any rights in any nonsignatory to this Agreement.

GC-22 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-23 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-24 Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at

EXHIBIT A
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(213) 847-1922.”

- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance

EXHIBIT A

General Conditions

with all applicable federal, state and local laws in performance of this contract;

- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and
- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Consultant shall comply with the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Consultants shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors.

Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires

EXHIBIT A

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public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the following City Ethics Commission's webpage:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-28 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

GC-29 Contractor Performance Evaluation

Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. The LADWP's Contractor Performance Evaluation Program (CPEP) document can be found on the following webpage: <https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders>. LADWP will evaluate and record the Contractor's overall performance to determine whether the Contractor is fulfilling its obligations on the current contract and to assess the Contractor's suitability to perform work for LADWP in the future. Contractors are required to meet critical contract provisions including, but not limited to, timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the Contractor from doing business with LADWP for a period up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

GC-30 Intentionally Left Blank

GC-31 Safety

The Consultant shall arrange facility visits with LADWP who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of LADWP personnel when visiting any facility.

EXHIBIT A
General Conditions

Each Party shall do everything reasonable to protect the life, safety, and health of persons at the work site. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment. The Consultant shall be responsible for ensuring that each of the Consultant's Subconsultants meets the standards of this Article.

GC-32 Non-Interference

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of LADWP or any other City department.

END OF GENERAL CONDITIONS

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Special Provisions

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Special Provisions

SP-1 Reserved

SP-2 Reserved

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SP-4 Warranty and Responsibility of Consultant

The Consultant warrants that all Work (defined as the provision of labor to perform, and/or carry out the Consultant's obligations and duties under the SOW) shall be performed in a good and workmanlike manner, consistent with generally accepted industry standards and the requirements of Exhibit H – Statement of Work of this Agreement. LADWP shall promptly notify Consultant in writing if the Work fails to perform in accordance with this warranty. In the event of breach of this warranty, the Consultant shall take the necessary actions to reperform the Work in a reasonable time. If the Consultant is unable to re-perform the Work as warranted, Consultant shall refund the fees paid for the non-conforming Work. The warranty provided under this SP-4 shall end 90 days after User Acceptance Testing (UAT) of Phase One for all Phase One Deliverables that Consultant is solely responsible for, and 90 days after UAT of Phase Two Deliverables for all Phase Two Deliverables that Consultant is solely responsible for.

SP-5 Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts. LADWP's overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. In the event PowerPlan requests, and LADWP approves, the use of subconsultants, PowerPlan agrees not to discriminate in the selection of such subconsultants based on classifications prohibited by law.

SP-6 Reserved

SP-7 Reserved

SP-8 Reserved

SP-9 Reserved

SP-10 Reserved

EXHIBIT B Special Provisions

SP-11 Reserved

SP-12 Reserved

SP-13 Conflicts of Interest

Consultant agrees it shall not take any action that is in violation of California law or the Los Angeles City Charter, Administrative Code, or Municipal Code. In the event such a violation arises, Consultant will notify LADWP in writing as soon as possible under the circumstances.

SP-14 Reserved

SP-15 Reserved

SP-16 Reserved

SP-17 Security Policy and Requirements

The Consultant is required to adhere to all physical and cyber-related security policies, standards, requirements and procedures provided to Consultant in advance (collectively, "Security Requirements"), applicable to the services the Consultant is providing. All Consultant personnel, equipment, products, services, and Subconsultants involved with the work must adhere to all applicable Security Requirements throughout the duration of the Agreement or any extensions or amendments thereof. Security Requirements may be imposed by LADWP policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Department of Homeland Security (DHS).

Inability to meet the Security Requirements may be considered when evaluating the Consultant for consideration and award, including extensions or amendments to existing agreements. As security regulations and practices change over time, amendments and extensions to existing agreements may include additional Security Requirements not present in earlier agreements.

SP-18 Reserved

SP-19 Safety Compliance Certificate

The Consultant(s) shall comply with the following safety compliance requirements:

EXHIBIT B

Special Provisions

- A. Consultant shall execute and comply with the form titled, "Safety Compliance Certificate" in Exhibit K of this Agreement;
- B. Consultant shall have a COVID-19 Transmission Control that is in writing and incorporates all applicable requirements and guidelines provided by:
 - 1. U.S. Centers for Disease Control and Prevention (CDC)
 - 2. California Division of Occupational Safety and Health (Cal-OSHA)
 - 3. California Department of Public Health (CaDPH)
 - 4. Los Angeles County Department of Public Health;
- C. Consultant shall furnish its employees and require all subcontractors to furnish their employees all necessary safety equipment, including, but not limited to, personal protective equipment, safety devices, and safeguards.

LADWP reserves the right to review safety programs and practices and to make recommendations to the Consultant. Any such review or recommendation by LADWP shall not increase LADWP's liability or responsibility and shall not relieve the Consultant from providing a safe work environment and complying with legal requirements.

If LADWP determines that there is a material deviation from any regulatory agency's requirements or the Consultant's own IIPP that could contribute to serious injury, LADWP may order Consultant to stop work. Failure by the Consultant to comply with any regulatory agency's requirements or the Consultant's own IIPP may result in termination of the Agreement.

SP-20 Data Security

In the performance of services under this Agreement, the Consultant shall implement appropriate measures designed to ensure the confidentiality and security of LADWP confidential information , protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to LADWP or an individual identified with the data or information in the Consultant's custody. Consultant's obligations related to LADWP's use of Consultant's software products shall be governed exclusively by the Master Hosted Software Subscription Service Agreement terms and conditions attached hereto as Exhibit L.

SP-21 Remedies and Limitation of Liability

- A. Limitation on Remedies
EXCEPT AS PROHIBITED BY LAW, FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR CLAIMS ARISING UNDER ARTICLES VI OR VII, OR GC-13, NEITHER PARTY NOR THEIR AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER

EXHIBIT B

Special Provisions

ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL AMENDMENTS, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, FOR DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES WERE COMMUNICATED TO THE PARTY AND REGARDLESS OF WHETHER THE PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

B. Limitation of Liability

EXCEPT AS PROHIBITED BY LAW, FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR FOR CLAIMS ARISING UNDER ARTICLES VI OR VII, OR GC-13, THE CUMULATIVE, AGGREGATE LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) OF EITHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL AMENDMENTS THERETO, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE SERVICES FEES PAID OR PAYABLE TO CONSULTANT FOR THE PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM.

END OF SPECIAL PROVISIONS

EXHIBIT C Fee Schedule

I. Summary of Fees

	Item	Not to Exceed Amount
Software Subscription Services	Estimated Subscription Services Fees over the Subscription Services Term	\$4,131,087.00
Subtotal for Software Subscription Services		\$4,131,087.00
Professional Services	Fixed Price Professional Services Fees	\$552,443.00
	Time and Materials Professional Services Fees	\$3,266,470.00
Reimbursable Travel Expenses		\$250,000.00
Subtotal for Professional Services		\$4,068,913.00
<u>Total Not to Exceed Amount</u>		<u>\$8,200,000.00</u>

EXHIBIT C Fee Schedule

II. Annual Subscription Services Fees

In accordance with Section 4.3.3 of the Agreement and Section 6 of the Exhibit L (Except for Section 6.1.(b)) and Exhibit M.

Phase	Item	Estimated Commencement of Initial Subscription Term	Initial Annual Subscription Fees	Subscription Fees Increase After the Initial Annual Fees	Maximum PP&E Value*
Reimplementation Phase 1	Lessor Accounting (A-2B)	September 15, 2024	\$596,000.00	No more than 7% annually	Not to Exceed: \$28 Billion
	Lessee Accounting (A-2)				
	Asset Accounting (A-1)				
	Charge Repository (CR-1)				
	Project Unitization (PA-1)				
	Project Accounting (PA-2)				
Work Management Phase 2	PowerPlan EAM Adapter for use with Maximo (IF-2) **	September 15, 2026	\$181,000.00		Not to Exceed: \$36 Billion

* Pricing for Subscription Services is based on and assumes LADWP's use of the PowerPlan Hosted Software will not exceed the Maximum PP&E (i.e., Property, Plant, & Equipment) Value pursuant to the Master Hosted Software Subscription and Services Agreement – Exhibit L.

** LADWP may cancel the PowerPlan EAM Adapter for use with Maximo on or before March 15, 2026 pursuant to the Order Form dated September 15, 2024.

Phase	Item	Estimated Commencement of Initial Subscription Term	Monthly Subscription Fees	Not-to-Exceed Amount	Maximum PP&E Value*
Phase 2	Up to Two (2) Additional Environments ***	September 15, 2026	Estimated \$3,000 per Environment per month	\$120,000.00 ***	Not to Exceed: \$28 Billion

*** For clarity, the amount above for Phase 2 additional environments is not an annual fee. LADWP has the option to license two additional environments to support the Phase 2 timeline up to the Not to Exceed amount of \$120,000.00 (USD).

EXHIBIT C Fee Schedule

III. Fixed Price Professional Services Fees

- A. Consultant shall invoice LADWP for services performed on a fixed-fee basis in accordance with applicable Attachment in the Statement of Work and in accordance with Section 4.3.3 of the Agreement.

Service	Fixed Fee
Phase One Build Services (See Attachment 5 to Statement of Work)	\$398,643.00
Training Fees (To be billed at the fixed fee per class set forth in the Training Fees Breakdown Table, provided below and Attachment 2 to the Statement Work)	\$118,800.00
Phase One Test Scripts (See Attachment 4 to the Statement of Work)	\$35,000.00
Not to Exceed Total of Fixed Price Professional Services Fees	\$552,443.00

- B. Training Fees Breakdown. The following table describes the total instructor-led training classes and breakdown of applicable fees for such classes (see Attachment 2 to the Statement of Work for class descriptions):

Class Name	# of Classes Per Training Product Family	Training Fee Per Training Class	Fee
Configuration or Conversion Training -	Lease Accounting: 1	\$4,800.00	\$4,800.00
End User Training	Asset Retirement Obligations: 1	\$4,800.00	\$24,000.00
	Fixed Assets (Project, Assets, Depr, CR): 1	\$14,400.00	
	Lease Accounting: 1	\$4,800.00	
Additional Ad Hoc Training Requests	Training for no more than 15 days	TBD	Not to exceed \$90,000.00
Total			\$118,800.00

EXHIBIT C Fee Schedule

IV. Time and Materials Professional Service Fees

Professional services not included in the scope of the Fixed Fees set forth above and detailed in the Statement of Work will be billed on a time and materials basis at the hourly rates specified in the table below according to the year of execution of the Services and in accordance with Section 4.3.2 of the Agreement. When combined with the Fixed Price Professional Services Fees and Reimbursable Travel Expenses, the Time and Materials Professional Services Fees shall not exceed the Subtotal for Professional Services set forth in Section I of this Fee Schedule.

Resource Level	2024 - 2025 Rate per Hour	2026 - 2029 Rate per Hour
Delivery Director (not considered Key Personnel)	\$360	\$402
Solution Architect	\$352	\$393
Functional Lead	\$316	\$353
Implementer	\$281	\$314
Project Manager	\$281	\$314

This Statement of Work estimates ten thousand two hundred sixty-eight (10,268) consulting hours for PowerPlan resources. PowerPlan will charge a premium of one and one-half times the relevant contracted rate for Services requested by LADWP to be performed on weekends or during a PowerPlan published holiday and LADWP has provided prior written approval as set forth in Article 4.2.4 of the Agreement. Should LADWP cancel or delay previously scheduled Services (as noted on the mutually agreed upon project plan which includes a schedule which is created prior to each phase (Initiate, Design, Build, etc.) less than seven (7) calendar days prior to its start date, LADWP shall be responsible for the fees of any resources that PowerPlan is unable to fully redeploy. LADWP shall also be responsible for any non-refundable travel expenses that PowerPlan incurs from LADWP's delay or cancellation.

V. Reimbursable Travel and Other Expenses

Travel, communication, and other out-of-pocket expenses will be billed and paid in accordance with Section 4.2.2, and 4.2.3 and Exhibit D - Allowable Travel Expenses of the Agreement and are not-to-exceed \$250,000.

Other Client Costs

Internet access is required in order for PowerPlan to perform the Services. In the event Client does not provide PowerPlan Personnel with such internet access while at Client facilities, Client shall pay to PowerPlan a fee in the amount of One Hundred U.S. Dollars (\$100 USD) per month for each month that PowerPlan performs Services at Client facilities to cover expenses associated with providing a mobile hotspot for use by PowerPlan Personnel.

EXHIBIT D

Allowable Travel Expenses

[NOTE: These rates are as of January 1, 2024]

Expenses for transportation, lodging, subsistence and related items incurred by consultants employed by the Los Angeles Department of Water and Power will be subject to the “50-mile” rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles from the Consultant personnel’s field or office location to the LADWP work site. Any such travel shall be pre-approved by LADWP and shall be in accordance with the guidelines of this Exhibit D.

All expenditures over \$25 require documentation in the form of an original detailed receipt with the exception of per diem meals. However, receipts for expenditures under \$25 may be requested by the City Controller. No additional mark-up on consultant or subconsultant expenses will be allowed.

LADWP will reimburse the Consultant for expenses that include, but not limited to:

1.0 Airfare:

Airfare is limited to coach class only. An itinerary is not acceptable in and of itself. Original receipts for airfare must be submitted. Purchase of a refundable ticket, which is usually more expensive than a non-refundable ticket, must be approved by the LADWP Contract Administrator identified in the Agreement.

2.0 Car Rental:

Car rental is limited to mid-size or smaller car. The expense of navigation and insurance will not be reimbursed. Original receipts for car rental and fuel costs must be submitted. Travelers shall fill the gas tank before returning car to avoid fuel surcharges that are not reimbursable.

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$74 per day for a full day of travel, which excludes taxes and reasonable and customary gratuities not to exceed 15 per cent. On the first and last day of travel flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75% (\$55.50) of the daily allowance as follows on the first and last day of travel depending on departure/arrival time:
 - 3.3.1 The partial meal rate will be paid on the first day of travel for departure times after 2 p.m.

EXHIBIT D

Allowable Travel Expenses

3.3.2 The partial meal rate will be paid on the last day of travel for arrival times prior to 2 p.m.

3.3.3 When some meals are provided as part of the conference/event.

(NOTE: No meal allowance will be provided when all meals are provided throughout the day by the host or as part of an event/conference.)

3.4 Meal Receipts

Meal receipts are no longer required when claiming the meal allowance. If receipts are provided, the actual amount if less than allowance will be reimbursed.

EXCEPTIONS:

- 1) Receipts are required for grant funded travel where the grantor requires complete documentation of travel expenses; and
- 2) Receipts are required of single meals that cost more than \$25.

4.0 Per Diem Allowance – Hotel/Lodging:

4.1 Since the expense limit varies by county, the expense limit shall be pre-approved by the LADWP Contract Administrator identified in the Agreement for travel by the Consultant to an approved worksite outside of Los Angeles County.

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$183.00 per day (Los Angeles County). This should exclude taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary.

4.3 Meals and lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in the Agreement.

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2024, the reimbursement rate is sixty-seven cents (\$0.67) per mile.

END OF ALLOWABLE TRAVEL EXPENSES

EXHIBIT E
List of Subconsultants

The following Subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
		No subconsultants at this time.			

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT F
List of Key Consultant Personnel

The following personnel are designated as Consultant's Key Personnel:

Name	Labor Category	Project Position	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Manan Jani	Solution Architect	FTE	GA	Solution Architect	12 years
Paul Risdahl,	Functional Lead	FTE	Alberta	Platform / Integrations	10 years
Justin Wang,	Functional Lead	FTE	GA	Fixed Asset Accounting	8 years
James Zhong,	Functional Lead	FTE	GA	Lease Accounting	6 years
Andrea Garay	Functional Lead	FTE	MA	Asset Retirements Obligation (ARO)	7 years
Soul Lee,	Software Implementer	FTE	GA	Platform / Integrations	1 year
Lukas Jaklitsch	Software Implementer	FTE	FL	Fixed Asset Accounting	4 years
Typhani Cox	Project Manager	FTE	OK	Project Management	7 years

[Note: all Labor categories listed should also appear on Exhibit C Fee Schedule. Any Subconsultant personnel who are key to the Project should also be included in this Exhibit]

EXHIBIT G

Contract Insurance Requirement

For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: Powerplan to Workday Implementation Services
 Reference/Agreement: REQ 139967 - CERTIFICATE ACCEPTABLE (w/required endorsements)
 Term of Agreement: _____
 Contract Administrator and Phone: Vivian Lan x74306
 Buyer and Phone Number: _____

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)		
<input checked="" type="checkbox"/> CA / All States Endorsement <input type="checkbox"/> Jones Act (Maritime Employment) <input checked="" type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Other: _____	<input type="checkbox"/> US L&H (Longshore and Harbor Workers) <input type="checkbox"/> Outer Continental Shelf <input type="checkbox"/> Black Lung (Coal Mine Health and Safety) <input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY: (\$1,000,000.00)		
<input checked="" type="checkbox"/> Owned Autos <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> Contractual Liability <input type="checkbox"/> MCS-90 (US DOT) <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Non-Owned Auto <input checked="" type="checkbox"/> Additional Insured <input type="checkbox"/> Trucker's Form <input type="checkbox"/> Other: _____	
<input checked="" type="checkbox"/> GENERAL LIABILITY: <input type="checkbox"/> Limit Specific to Project <input type="checkbox"/> Per Project Aggregate (\$1,000,000.00)		
<input checked="" type="checkbox"/> Property Damage <input checked="" type="checkbox"/> Premises and Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Corporal Punishment <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Marine Contractors Liability	<input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Products/Completed Ops. <input type="checkbox"/> Garagekeepers Legal Liab. <input type="checkbox"/> Collapse/Underground <input type="checkbox"/> Pollution <input type="checkbox"/> Airport Premises <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Independent Contractors <input type="checkbox"/> Child Abuse/Molestation <input type="checkbox"/> Explosion Hazard <input checked="" type="checkbox"/> Addition Insured Status <input type="checkbox"/> Hangarkeepers Legal Liab. <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY: (\$3,000,000.00)		
<input type="checkbox"/> Contractual Liability <input type="checkbox"/> Additional Insured	<input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Vicarious Liability Endt.	<input checked="" type="checkbox"/> 3 Year Discovery Tail <input checked="" type="checkbox"/> Other: <u>Cyber / E&O</u>
<input type="checkbox"/> AIRCRAFT LIABILITY:		
<input type="checkbox"/> Passenger Per Seat Liability <input type="checkbox"/> Pollution	<input type="checkbox"/> Contractual Liability <input type="checkbox"/> Additional Insured	<input type="checkbox"/> Hull Waiver of Subrogation <input type="checkbox"/> Other: _____
<input type="checkbox"/> PROPERTY DAMAGE: <input type="checkbox"/> Loss Payable Status (AOIMA) ()		
<input type="checkbox"/> Replacement Value <input type="checkbox"/> All Risk Form <input type="checkbox"/> Builder's Risk:\$_____ <input type="checkbox"/> Transportation Floater:\$_____ <input type="checkbox"/> Scheduled Locations/Propt.	<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Named Perils Form <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Contractors Equipment\$_____ <input type="checkbox"/> Other: _____	<input type="checkbox"/> Agreed Amount <input type="checkbox"/> Earthquake: _____ <input type="checkbox"/> Flood: _____ <input type="checkbox"/> Loss of Rental Income: _____ <input type="checkbox"/> Other: _____
<input type="checkbox"/> WATERCRAFT: ()		
<input type="checkbox"/> Protection and Indemnity <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Pollution <input type="checkbox"/> Other: _____	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Other: _____
<input type="checkbox"/> POLLUTION: ()		
<input type="checkbox"/> Incipient/Long Term <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Sudden and Accidental <input type="checkbox"/> Contractor's Pollution	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Other: _____
<input type="checkbox"/> CRIME: <input type="checkbox"/> Joint Loss Payable Status ()		
<input type="checkbox"/> Fidelity Bond <input type="checkbox"/> Employee Dishonesty <input type="checkbox"/> Computer Fraud <input type="checkbox"/> Other: _____	<input type="checkbox"/> Financial Institution Bond <input type="checkbox"/> In Transit Coverage <input type="checkbox"/> Commercial Crime <input type="checkbox"/> Other: _____	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Loss of Monies/Securities <input type="checkbox"/> Wire Transfer Fraud <input type="checkbox"/> Forgery/Alteration of Docs.
<input type="checkbox"/> ASBESTOS LIABILITY: <input type="checkbox"/> Additional Insured ()		

Insurance Req (rev 09.26.2023.ZA)

EXHIBIT H

Statement of Work

1.0 BACKGROUND

PowerPlan, established as a Fixed Assets software through collaboration between the Los Angeles Department of Water and Power (“LADWP”) and PowerPlan Inc. consultants in 2005 – 2008 (Contract 47394-5), stands as a pivotal automated accounting solution. This system was strategically designed to furnish comprehensive details on capital asset and depreciation, facilitating robust financial reporting and forecasting for the Power and Water systems.

The selection of PowerPlan in 2005 followed a rigorous competitive process. A Request for Proposal (RFP) was distributed to 24 software service providers, garnering four responses, among which PowerPlan excelled. The evaluation, based on pre-defined criteria, identified PowerPlan as the highest-rated solution, leading to its adoption.

2.0 PROJECT OBJECTIVES

In collaboration with LADWP and other parties, PowerPlan (Consultant) will provide comprehensive professional services to upgrade the existing on-premises environment to the latest generally available PowerPlan cloud hosted solution. The upgrade aims to enable the integration with LADWP’s future Enterprise Resource Planning (ERP) system, Workday. This integration aims to seamlessly sustain the provision of accounting, reporting, and forecasting solutions, aligning with the requirements for comprehensive financial and regulatory reporting to provide a streamlined and unified system that creates efficiency, accuracy, and compliance within the financial reporting processes, contributing to the overall success of the ERP initiative.

3.0 SCOPE OF WORK

Under this Agreement and as detailed below, Consultant will be responsible for integrating its software products with the Workday ERP system as part of a two-phased project. Additionally, and separate from the Professional Services provided under the Statement of Work, Consultant will provide the Hosted Software Subscription Services pursuant to Exhibits L and M to this Agreement.

Phase One – Implementation (and Reimplementation) of PowerPlan Software Products

In Phase One of the project, Consultant will deploy and implement PowerPlan’s software products for Lessee Accounting and Lessor Accounting (collectively, “Lease Accounting”) and redeploy PowerPlan’s software products for Asset Accounting, Charge Repository, Project Unitization, and Project Accounting software in the PowerPlan Cloud-hosted environment. Also, as part of Phase One, Consultant will integrate the above-identified software products with the Workday ERP system, such that these products can perform capital asset accounting and depreciation functions for financial and regulatory reporting. As part of these implementation services, Consultant shall implement the following system interfaces and complete the data conversion activities

EXHIBIT H

Statement of Work

described below in Section 4.0. Phase One Deliverables are identified in Attachment 1 to the Statement of Work.

Phase Two – System Upgrade and Optional Work Management Integrations

As part of Phase Two, Consultant will perform one (1) system upgrade to the latest generally available release as well as additional services related to ad hoc requests and training (Phase One and Phase Two services are referred to collectively and individually herein as the “Services”).

In the event that additional integration with other Work Management Systems is required, LADWP reserves the option to engage Consultant for assistance in the implementation of the PowerPlan Enterprise Asset Management (EAM) Adapter for use with Maximo (“Maximo Adapter”) and integrations to LADWP’s Maximo instance and internal Work Order Information System (“WMIS”) or replacement systems for those Work Management Systems as part of Phase Two.

This phased approach provides a structured framework for the project, outlining key objectives and specific areas of focus while allowing flexibility for potential additional configurations during the course of the implementation. The Consultant responsibilities and expected Deliverables for both Phases are detailed below.

Ad Hoc Assistance

During the term of the Agreement, LADWP may request and Consultant may perform additional Services which may include additional Month End Closes (MEC), small projects, added/revised scope, and or specialized assistance. Requests for such Services will be documented, scoped and mutually agreed upon in an Administrative Change. Hours will be billed on a time and material basis at the rates set forth in the Fee Schedule.

Training

Consultant will provide training classes on topics referenced in Attachment 2 to the Statement of Work.

4.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

Key Deliverables and roles and responsibilities between Consultant and LADWP are outlined in the Responsibility Assignment Matrix (RACI), attached as Attachment 1 to the Statement of Work. Consultant and LADWP will perform all activities where they are identified as the Responsible (“R”) and Accountable (“A”) party in the chart. Consultant and LADWP will provide their input on all activities where they are identified as the Consulted “C” and Informed “I” party in the chart.

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The professional services to be provided relate to the PowerPlan Products, Interfaces and Conversions as detailed below:

In-Scope PowerPlan Products

Product ID	Product Description	Version
A-1	Asset Accounting	2023.2 or the latest generally available version
A-2	Lessee Accounting	2023.2 or the latest generally available version
A-2B	Lessor Accounting	2023.2 or the latest generally available version
CR-1	Charge Repository	2023.2 or the latest generally available version
IF-2	PowerPlan EAM Adapter for use with Maximo	2023.2 or the latest generally available version
PA-1	Project Unitization	2023.2 or the latest generally available version
PA-2	Project Accounting	2023.2 or the latest generally available version

Phase One – Implementation (and Reimplementation) of PowerPlan Software Products

In-Scope Interfaces

Consultant and LADWP will set up the following integrations between the Workday ERP system and the PowerPlan system.

Interface Name	Interface Description	Source	Target
Master Data	Interface Workday master data values related to the code block that is utilized by PowerPlan reporting and internal validations. These data sources include General Ledger accounts, departments, and cost elements.	Workday	PowerPlan
Financial Transactions	Interface from Workday to PowerPlan Charge Repository with detailed transactional level detail from various sources, e.g., Accounts Payable, Payroll, Inventory, General Ledger and Purchasing (Charge Repository Transactions Interface).	Workday	PowerPlan

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Interface Name	Interface Description	Source	Target
Project Headers	Interface Workday projects and work orders to be utilized by PowerPlan. This data shall include relevant master data, descriptions, statuses, and dates.	Workday	PowerPlan
General Ledger Postings	Interface PowerPlan journal entries into Workday. These journal entries include asset activity, unitization/non-unitization, depreciation, and Charge Repository journals.	PowerPlan	Workday

In-Scope Conversions

Consultant will assist LADWP on converting data from Workday or legacy systems and spreadsheets into the PowerPlan system.

Conversion Name	Conversion Description	Source	Target
Charge Repository /Construction Work In Progress Charges Conversion	Convert Workday financial transactions into PowerPlan Charge Repository & Construction Work In Progress Charges	Workday	PowerPlan
Projects Conversion	Migrate active projects from Workday into PowerPlan work orders	Workday / Spreadsheets	PowerPlan
Asset Conversion	Leverage database scripts to migrate legacy LADWP assets and depreciation transactions into the PowerPlan Hosted Environment	PowerPlan	PowerPlan
Asset Retirement Obligation Conversion	Convert history of Asset Retirement Obligations and Asset Retirement Cost assets and activity as applicable	Spreadsheets	PowerPlan
Lease Configuration	PowerPlan Leased Asset Configuration Data for Lease Accounting	Templates	PowerPlan
Lease Accounting Master Data	Base Tables (as they relate to Lease Assets), Lessors & Vendors (as they relate to Lease Assets)	Templates	PowerPlan

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Conversion Name	Conversion Description	Source	Target
Lease Accounting Record Data	Master Lease Agreement (MLA), Individual Lease Record (ILR), Right of Use (ROU) Asset Data	Templates	PowerPlan

Phase Two – System Upgrade and Optional Work Management Integrations

In-Scope Interfaces

If LADWP elects to proceed with the Work Management Integrations in Phase Two of the project, Consultant and LADWP will set up the following integrations between PowerPlan and LADWP's Maximo and Work Order Information Systems (WMIS) systems and the PowerPlan system.

Interface Name	Interface Description	Source	Target
Maximo Project Headers	Interface Maximo projects and work orders to be utilized by PowerPlan. This data shall include relevant master data, descriptions, statuses, and dates.	Maximo	PowerPlan
Maximo Estimates & As Builts	Load Maximo design estimates and As-Builts into PowerPlan	Maximo	PowerPlan
WMIS TBD Project Headers	Interface for WMIS system for projects and work orders to be utilized by PowerPlan. This data shall include relevant master data, descriptions, statuses, and dates.	WMIS	PowerPlan
WMIS Estimates & As Builts	Interface for WMIS design estimates and As-Builts into PowerPlan	WMIS	PowerPlan

In the event LADWP has replaced its Work Management Systems, LADWP and PowerPlan may make an Administrative Change to identify the new systems and replace and modify the Interfaces described above.

In accordance with the above scope, the number of full-time equivalent hours is estimated to be:

Project Phase (including Project Management)	Consultant Hours
Initiate	200
Design	1200

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Build	1900
Test	3,865
Deploy	393
Sustain	638
Project Management	2073
Total Estimated Project Hours	10,268

Schedule Timeline

The following estimated timeline shall govern all work under this Statement of Work and may be amended via Amendment or Administrative Change.

Phase One

Calendar Year	2024				2025				2026	
Project Phase	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Initiate										
Design										
Build										
Test										
Deploy										
Sustain										
Project Management										

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Phase Two

Calendar Year	2025	2026				2027				2028			
Project Phase	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Initiate													
Design													
Build													
Test													
Deploy													
Sustain													
Project Management													

Anticipated Go-Live Date for Phase One: July 1, 2025

Phase One Estimated Project End Date: 4 months after Phase One go-live

Phase Two Estimated Project End Date: December 31, 2028 (subject to change)

The above estimates assume that LADWP executes this Agreement by September 10, 2024.

The phases outlined above are described in more detail in Attachment 1 to the Statement of Work: Key Deliverables which is attached hereto and incorporated herein by reference.

Project Assumptions

This Statement of Work and Consultant's estimates to perform the Services described in this Statement of Work are based on the following project assumptions. Changes to the project assumptions listed below and any deviations that arise during the course of the Services will be managed through the Amendment process described in the Agreement.

1. Services under this Statement of Work will be performed remotely except for any Services-related activity which Consultant and LADWP agree would be best performed on LADWP premises. All such activity will be billable to LADWP in accordance with the Agreement.

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2. Consultant will provide the Services under this Statement of Work during normal Consultant business hours, Monday through Friday, except Consultant published holidays, unless otherwise agreed to by LADWP and Consultant. Where Consultant Personnel and LADWP Personnel assigned to this project are operating in substantially different time zones, the parties will coordinate work schedules in good faith to best meet the needs of the project without unduly burdening affected Personnel. Out-of-town Consultant Personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
3. LADWP shall obtain all licenses or approvals necessary for Consultant or its subcontractors to perform the Services under this Statement of Work prior to making LADWP's facilities, software, hardware, networks, or other similar resources available to Consultant. Consultant shall be responsible for the content of any database, system or server, and the control on its access, backup, and recovery of the stored data (the "Security") pursuant to the terms of the Agreement. The Security will also include procedures necessary to safeguard the integrity of software and data from access by unauthorized personnel. LADWP shall be responsible for maintaining and safeguarding LADWP's network.
4. LADWP will appoint an individual to act as the point of contact between Consultant and LADWP for the duration of the Services. This individual will have the authority to act for LADWP in all aspects of the Services.
5. Nothing contained in any LADWP portal terms and conditions, LADWP onboarding forms, access agreements or similar documents shall in any way modify or add any additional terms or conditions to this Statement of Work. LADWP understands and agrees that any LADWP onboarding forms, access agreements or similar documents, which are not included in this Statement of Work, are not part of the Statement of Work between Consultant and LADWP.

IMPLEMENTATION ASSUMPTIONS

This Statement of Work and Consultant's estimates to perform the Services described in this Statement of Work are based on the following implementation assumptions. Changes to the implementation assumptions listed below and any deviations that arise during the course of the Services will be managed through the Amendment or Administrative Change process described in the Agreement.

Phase One Assumptions

1. LADWP will provide a copy of the project landscape no later than the third week of the project and will provide the Consultant team access to the most sustainable backup copy of the production database, a copy of the most current application code and a copy of the most current interface code so that the Consultant upgrade team can run upgrade tasks.

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2. LADWP will coordinate scheduling meetings as necessary to support the Design phase. LADWP will provide reasonable access to the appropriate LADWP project resources to effectively design the scope detailed above.
3. Consultant will stand up a minimum of three (3) environments within the project landscape to be used for configuration, build and testing.
4. Consultant will perform a reimplementation of Asset Accounting, Charge Repository, Project Unitization, and Project Accounting and a new implementation of Lease Accounting (Lessee Accounting and Lessor Accounting) Software licensed by LADWP, to PowerPlan Version 2023.2 or the latest generally available version in accordance with this Statement of Work. As part of this project, Consultant will consolidate LADWP code and remove customizations that have been jointly identified for removal by both LADWP and Consultant.
 - a. LADWP will assist Consultant with analysis and business impact of any customization removal and will communicate to Consultant no later than the beginning of the Test phase, as identified in the schedule above, which customizations LADWP will retain and which customizations Consultant will remove or merge into base PowerPlan code.

There will be no material changes to the design of the solution as captured in design documents after sign-off on the design documents has been completed. A material change to the Consultant design is a change that affects the product's ability to meet requirement(s). An Amendment or Administrative Change may be required to meet a material change in the design of the solution after the Acceptance of Design by LADWP.

5. LADWP will articulate business requirements and complete key business decisions during the Design phase in a timely manner that does not impact the overall project plan.
6. Any new customizations of the base Licensed Products are out of scope for this project unless specifically indicated within the Project Scope section above.
7. Any additional custom reports, custom PowerPlan queries, new dynamic validations, and/or new alerts are out of scope for this project.
8. Configuration for Allowance for Funds Used During Construction (AFUDC) and capitalized interest is out of scope.
9. Legacy custom asset translation process will not be carried forward. Base unitization process will be used for the creation of assets.
10. Legacy custom reports will be transferred to the new solution via the Dynamic Reporting tool, where appropriate, and with a limited bucket of consulting hours for adjustments.

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11. Consultant is responsible for planning, managing, and executing production deployment. Consultant will provide database scripts and updated application code to aid with cutover planning and go live preparation, and LADWP will validate Consultant led production deployment.
12. Consultant will provide break/fix support to LADWP through four (4) MEC directly following the deployment to production during the Sustain phase and then will transition the project to Consultant's Product Maintenance and Product Support teams.

Phase One Project Accounting & Asset Accounting Assumptions

1. Consultant will configure one (1) Charge Repository source from Workday for inbound Workday transactions with seven (7) detail fields to be determined during Design.
2. Consultant will configure the Charge Repository Accounting Key to mirror the Workday Foundation Data Model.
3. The Workday Foundation Data Model will be finalized prior to exiting Design phase. Any changes to the Foundation Data Model following the Design phase will require an Amendment.
4. PowerPlan Charge Repository Allocations are out of scope.
5. Consultant will receive converted charges (project and non-project) via the financial transaction interface.
6. Converted charges received will include all projects that are in currently work in progress and all charges on those projects at a minimum. LADWP will provide a sample conversion file via the financial transaction interface three (3) months prior to the beginning of the Test phase. Delays may result in an Amendment and may impact the timeline.
7. Consultant will configure the project hierarchy to mirror Workday's (Workday projects to match PowerPlan projects and work orders and Workday Project tasks to match PowerPlan job tasks.) Any deviation from the above project hierarchy will require an Amendment.
8. PowerPlan will receive converted Workday Projects (PowerPlan Projects and Work Orders) and Workday Project Tasks (PowerPlan Job Tasks) via the Project Header interface. LADWP will provide a sample conversion file via the Project Header interface three (3) months prior to the beginning of Test phase. Delays may require a change in timeline and an Amendment.
9. LADWP will fill out PowerPlan base table templates with Consultant support prior to the beginning of the Build phase. Delays to populating the base table templates may require an Amendment.
10. PowerPlan WIP Computations are out of scope.

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11. PowerPlan overheads are out of scope.
12. Consultant will configure four (4) default estimate templates within PowerPlan. LADWP will provide default estimate data to populate the estimate templates.
13. PowerPlan work order types will be configured to match Workday Project types.
14. PowerPlan will receive in-service and completion dates from Workday Projects.
15. There will be no changes to the existing PowerPlan property unit catalogue (retirement units, property units, utility accounts, asset locations)
16. Consultant will convert all legacy assets “as-is” into the new PowerPlan environment.
17. There will be no changes in basis buckets (book summaries) during the asset conversion.
18. LADWP will be responsible for validating asset conversions between the legacy PowerPlan environment and the new PowerPlan environment.
19. Consultant will configure one (1) set of books in the asset accounting and depreciation modules.
20. There will be no changes to the existing depreciation configuration (depreciation groups, depreciation methods, depreciation rates).
21. Consultant will convert all depreciation groups “as-is” into the new PowerPlan environment.
22. LADWP will be responsible for validating depreciation conversions between the legacy PowerPlan environment and the new PowerPlan environment.
23. LADWP is responsible for providing new conversion files for each test cycle based upon the data from the corresponding Workday tenant for that test cycle.

Phase One Integration Assumptions

1. PowerPlan will integrate with Workday by receiving pipe delimited files on a Secure File Transfer Protocol (SFTP) site.
2. PowerPlan will use base pipelines within Integration Hub to support integrations. Customizations to existing pipelines, or creation of new pipelines within Integration Hub, will require an Amendment.
3. Consultant will provide specifications and instructions for calling necessary base APIs including data formatting, file typing, and expected fields.
4. LADWP will be responsible for creating (for inbound to PowerPlan) or ingesting (for outbound from PowerPlan) files that adhere to the PowerPlan base API specifications referenced in phase one integration assumption #3 above.
5. LADWP will be responsible for communicating any necessary integration

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- files to or from an agreed upon SFTP location.
6. LADWP will ensure that all Workday transactions are only sent once for any and all data loads to PowerPlan as part of the financial transactions interface.
 7. LADWP will ensure that Workday will be responsible for ensuring that the financial transactions interface is balanced prior to sending to PowerPlan.
 8. LADWP will ensure that Workday will provide the PowerPlan asset location as part of the project header interface on the Workday Project (PowerPlan Funding Project).
 9. Consultant will create a single file as part of the General Ledger Posting interface for the Workday Financials General Ledger. Workday is responsible for ensuring that the project costs are posted to Workday Projects.
 10. PowerPlan integration with Workday business assets is out of scope.
 11. Integration design will be finalized prior to the Build phase. Delays may result in an Amendment.
 12. LADWP will ensure that Workday will provide sample integration files three (3) months prior to the beginning of the Test phase. Delays will require a change in timeline and an Amendment.

Phase One Lease Accounting Assumptions

1. LADWP shall execute a license agreement for Lease Accounting simultaneously with this Statement of Work. Consultant shall not perform Services under this Statement of Work that require a Lease Accounting license if Lease Accounting is not licensed by the LADWP during this project, and descoping such Services will be managed via an Amendment.
2. No new interfaces are in scope for this project.
3. No customizations to the system are in scope for this project.
4. LADWP will be responsible for extraction of current lease data and any data cleansing required.
5. Data load and validation into PowerPlan is to be completed by LADWP using PowerPlan standard import templates.
6. Consultant will provide configurations designed to meet the Financial Accounting Standards Board's Accounting Standards Codification (ASC) 842 only; all other accounting standards are out of scope of this project.
7. Using the existing set of books, Consultant will help configure the system to book regulated assets depreciation needs.

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8. Consultant assumes that the current journal entry process to the Workday ERP will be used for the Lease Accounting modules, and Consultant will make updates needed to confirm the lease journals are included.
9. Prior to deployment, LADWP will have validated and tested all lease data within the test environment and LADWP will have performed necessary reconciliation.
10. LADWP will assist Consultant as requested to meet target deadlines per the estimated timeline. Extended onboarding, initiate, design, approval, business decisions (i.e., lease classifications and/or accounting treatment for leases), test cycles, go/no-go decision, deployment, and/or incomplete or inaccurate lease abstraction and data loading, etc. which adversely impacts Consultant's ability to deliver Services as defined in this Statement of Work, will be subject to an Amendment.
11. Consultant will produce functional specification documents as they relate to application configuration. However, it is the responsibility of LADWP to facilitate and approve application design.
12. Lease accounting data templates which have not been accurately completed within the timeline of this project, specifically, before the commencement of User Acceptance Testing during the Test phase, will not be loaded as part of the scope of this project.
 - a. If, after go-live, the LADWP requires Consultant assistance to load additional data, it will require an Amendment.

Phase One Asset Retirement Obligation (ARO) Assumptions

1. LADWP will leverage manual adjustments to perform Asset Retirement Obligation settlements.
2. Up to ten (10) Asset Retirement Obligations are included including design and configuration for partially owned Asset Retirement Obligations.
3. No regulatory entries will be configured.
4. Standard Asset Retirement Obligation journal entries will be used with no customization.
5. LADWP will own data and populate PowerPlan Asset Retirement Obligation load templates with PowerPlan required data and format.
6. The existing posting interface to the Workday General Ledger will be leveraged for Asset Retirement Obligations.
7. There are no Asset Retirement Obligations currently in the legacy PowerPlan system.
8. Any data cleansing required will be performed by LADWP.

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Phase Two Design Phase Gate Review Assumptions

1. Consultant will facilitate design workshops related to the Phase Two scope.
2. After initial design workshops are completed and agreed upon solutions have been delivered in the design documents, a final round of review and approvals will be conducted. Once LADWP has submitted formal sign-off on design documents across functional areas, the approval will be deemed accepted by Consultant.
3. Following Design approval and prior to the Build phase for phase two, Consultant and LADWP will review and reconfirm scope, timeline, and estimates and will execute an Amendment to formalize the scope of Phase Two.

Phase Two Upgrade Assumptions

1. Consultant shall not perform Services under this Statement of Work that require a license for the additional environments unless a license agreement for the additional environments has been executed by LADWP, and descopeing such Services will be managed via an Amendment.
2. Environments utilized specifically for the project outlined in this Statement of Work will be decommissioned at the close of the project.
3. LADWP will license two (2) environments.
4. Consultant will stand up a minimum of two (2) additional environments within the project landscape to be used for configuration, build and testing.
5. Consultant will perform an upgrade of existing, in-scope Software licensed by LADWP, to PowerPlan version 2027.1 or to the most current generally available release. As part of this upgrade, Consultant will consolidate LADWP local patch code and remove local patches that have been jointly identified for removal by both LADWP and Consultant.
 - a. LADWP will assist Consultant with analysis and business impact of any customization removal and will communicate to Consultant no later than the beginning of the Test phase, as identified in the schedule above, which customizations LADWP will retain and which customizations Consultant will remove or merge into base PowerPlan code.
6. Consultant will upgrade all interfaces currently used in production to the latest PowerPlan interface shell. This includes internal interfaces within PowerPlan, and external interfaces between PowerPlan and another system. For external interfaces, only the PowerPlan side of the integration will be upgraded to the latest PowerPlan interface shell. Any modifications to the logic of the interfaces are out of scope, unless required for current process and functionality to work with the new version.

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7. Integration code modifications are restricted to upgrading to the latest PowerPlan interface shell which includes changes from the upgrade of current interfaces listed above in the in-scope interfaces as 'existing' interfaces.
8. There will be no material changes to the design of the solution as captured in design documents after sign-off on the design documents has been completed.

A material change to the Consultant design is a change that affects the product's ability to meet requirement(s). An Amendment or Administrative Change may be required to meet a material change in the design of the solution after the Acceptance of Design by LADWP.

9. LADWP will articulate business requirements and complete key business decisions in a timely manner that does not impact the overall project plan.
10. Consultant is responsible for planning, managing, and executing production deployment with LADWP's assistance. This includes but is not limited to creating a detailed deployment plan, executing a mock cutover, and preparing the production environment.
11. Consultant is responsible for the deployment of all application code, interface code, and database upgrade to production with LADWP's assistance.
12. Consultant will assist LADWP in four (4) month end closes immediately following deployment to production during the Sustain phase.

Phase Two Work Management Integration Assumptions

1. LADWP shall execute a license agreement for PowerPlan EAM Adapter for use with Maximo simultaneously with this Statement of Work. PowerPlan shall not perform Services under this Statement of Work that require a PowerPlan EAM Adapter for use with Maximo license if PowerPlan EAM Adapter for use with Maximo is not licensed by the LADWP during this project, and descoping such Services will be managed via the Change Request Process.
2. LADWP will leverage the PowerPlan Maximo Adapter and Web Application Programming Interfaces (API) for integration between PowerPlan and Maximo.
3. LADWP will manage the configuration mappings within the Maximo Adapter. PowerPlan will create deployment scripts to migrate PowerPlan configuration mappings to production inside PowerPlan.
4. LADWP will be responsible for deploying the Maximo Adapter configuration within Maximo.

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5. PowerPlan will manage the technical standup of integrations and will collaboratively work with LADWP to support knowledge transfer for the Maximo Adapter during the Build, Test, and Sustain phases.
6. PowerPlan will manage integrations between Work Management Information Systems (WMIS) and the PowerPlan application through the PowerPlan Integration Hub leveraging standard base Application Programming Interfaces (API's).
7. PowerPlan will engage with the Work Management workstream of the project as requested to support the integration between PowerPlan and the Work Management workstream system(s). PowerPlan will provide integration data requirements that align with the designed fixed asset master data, unitization, and retirement methods.
 - a. PowerPlan will participate in the Work Management workstream design workshops as they relate to the accounting functionality within PowerPlan.
 - b. All engagement with the Work Management workstream will be documented in the mutually agreed upon project plan.
 - c. PowerPlan reserves the right to participate in design sessions external to PowerPlan that directly impact the PowerPlan system. PowerPlan is not attending design sessions external to PowerPlan if they do not directly correlate to functionality within the PowerPlan system and in-scope products listed above.
8. LADWP will provide representative test data for each test cycle.
9. PowerPlan will provide break/fix support to LADWP through four (4)MECs directly following the deployment to production during the Sustain phase and then will transition the project to PowerPlan's Product Maintenance and Product Support teams.

POWERPLAN HOSTED ENVIRONMENT ASSUMPTIONS

1. Consultant assumes LADWP has executed an Order Form for PowerPlan Cloud Services.
2. LADWP will provide a copy of the production database, application code, and interface code via Secure File Transfer Protocol (SFTP). The production database should be provided using .dmp files, as summarized below, prior to the project start date.
 - No encryption with database objects
 - No encryption command(s) with exporting
 - Cannot utilize Enterprise feature called Transparent Data Encryption

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- .dmp files must be loaded to Secure File Transfer Protocol (SFTP) site provided by Consultant
 - Must set up public/private key pair for Secure File Transfer Protocol (SFTP) access (will require IT assistance)
 - It is critical that Consultant sets up the environment with the proper sizing, time zone and character sets. These settings are defined at the very beginning of the provisioning process; thus they are required as soon as possible.
 - Consultant project team to provide scripts that will export the required information.
3. Consultant will work with LADWP to provision environments to be used for configuration, build, and testing.
 - The number of environments is as defined in the Consultant Order Form and is dependent upon needs regarding development and testing cycle project environments.
 4. Consultant and LADWP's IT will work together to federate the PowerPlan application to LADWP's IdP using SAML 2.0
 - LADWP must provide the name of LADWP's identity provider (IdP)
 5. Consultant assumes Integration Hub Agent can be installed on any on-premise systems connected to the PowerPlan Cloud.
 - Consultant project team has access to Integration Hub platform which is used to create or alter integrations moving data to or from the PowerPlan Cloud databases
 - Consultant will provide LADWP with Documentation and will facilitate a workshop to review details of setup and ongoing maintenance
 - LADWP does not have access to the Integration Hub platform
 - Any new or altered integrations will need to be approved by LADWP.
 6. Consultant will perform cutover planning with input from LADWP in preparation for deployment to production in the PowerPlan Cloud.
 7. Consultant will deploy the application and interfaces to Production at the time of go live.

PROJECT MANAGEMENT ASSUMPTIONS

Utilizing a part-time Project Manager, Consultant will perform the following project management responsibilities as they relate to the implementation of the PowerPlan application:

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1. Manage the project in accordance with the Responsibility Assignment Matrix (RACI) established in Attachment 1 to the Statement of Work.
2. Maintain Consultant's input into project plan.
3. Work with the LADWP project lead and team to assist with the creation of the master project plan.
4. Weekly coordination / communication with the LADWP Project Manager.
5. Status Reports shall be submitted bi-weekly on the 15th and the 30th of each month. If these days fall on a weekend or holiday, distribution will occur on the next business day.
6. Prepare and process Amendments or Administrative Changes and present to LADWP.
7. Work with LADWP project lead to drive Services according to project timelines.

TESTING ASSUMPTIONS

1. Consultant is responsible for all testing environments. This includes environment setup, refreshes, etc.
 - a. LADWP is responsible for test data creation. All test data supplied should be an accurate representation of current production data.
2. Consultant will assist the LADWP through three (3) testing cycles for each phase for a total of six (6) test cycles, each consisting of no more than twelve (12) weeks.
3. LADWP is responsible for all Test Plan creation. This includes organization of test scripts, testing sequence, tester assignments, planned execution dates, etc.
4. LADWP is responsible for ensuring that all systems are using the same financial period (month number) during the test cycles. This includes ensuring that transactions generated are for the open period for that test cycle.
5. LADWP is responsible for all test execution for all test cycles.
6. LADWP is responsible for reporting issues/defects found during testing in accordance with Attachment 3 to the Statement of Work. This includes providing necessary supporting information for defect remediation (i.e., test script name, steps to reproduce, error messages, screenshots, etc.).
7. For all properly triaged testing issues, Consultant will perform defect and testing issue resolution during the Test phase of this project in accordance with the Test Plan. Defects will be defined as identified in Attachment 3 to the Statement of Work.

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5.0 REPORTING

Consultant will demonstrate progress through scheduled planning and status reporting during the contract term, engaging in meetings and working on Key Deliverables. Status reports should detail the activity/project phase, consulting resource type(s), and the number of resource hours worked for a specific period. LADWP will review these reports, utilizing them as supporting documentation for invoice payments under the contract. The reports, in PDF, Word, or Excel formats, must be submitted to the recipients on the Report Distribution List.

- I. Overall Project Plan**
- II. Bi-Weekly Status Reports**

Bi-weekly status reports are due on the 15th and the 30th of each month. If these days fall on a weekend or holiday, delivery should be made on the next business day.

Bi-Weekly Status Reports to include:

- Risk Management Reporting
- Issue Management Reporting
- Work and Activities
- Cost, Resource, and Schedule Management

- III. Report Distribution List**

Reports should be sent as email attachments to the following addresses:

- Vivian.Lam@ladwp.com
- Kathy.Fong@ladwp.com
- Tae.Kim@ladwp.com

**EXHIBIT H
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ATTACHMENT 1 TO THE STATEMENT OF WORK: KEY DELIVERABLES

RACI Chart

This RACI chart differentiates the roles and responsibilities between Consultant and LADWP.

Key Project Activities and RACI

- R = Responsible – does the primary work to achieve the task
- A = Accountable – signs off on the task and confirms completeness
- C = Consulted – opinions sought in two-way dialog during work on the task
- I = Informed – provided updates on the status of the task

Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
PowerME Initiate Phase						
Project Kickoff	Consultant will conduct a kickoff meeting between Consultant and LADWP resources	<p>Consultant will prepare a proposed agenda.</p> <p>Consultant will deliver the proposed agenda to LADWP at least two weeks in advance of the kickoff meeting. LADWP will provide any comments or revisions no later than one week before the kickoff meeting, which Consultant shall incorporate in advance of the kickoff meeting.</p> <p>Following the kickoff meeting,</p>	Not Applicable	September 2024	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		<p>Consultant shall provide a summary detailing the key discussion points, including, but not limited to, project scope, structure, timeline, and key assumptions.</p> <p>In the event any revisions or clarifications to this Statement of Work are required as a result of this kickoff meeting, Consultant will work with LADWP to effectuate such revisions.</p> <p>Consultant will deliver the meeting summary to LADWP within ten (10) calendar days after the meeting.</p>				
System Landscape Deployment	Consultant will deploy project environments	<p>Consultant is hosting the LADWP solution and will stand up three (3) environments within the project landscape to be used for configuration, build, and testing.</p> <p>Consultant will provide an Environment Setup Report</p>	Not Applicable	September 2024	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		documenting the setup processes for configuration, build, and testing environments.				
Legacy System Copy	LADWP will provide a copy of the PowerPlan database and the source code by the third week of the project.	Consultant team will run conversion tasks.	Not Applicable	September 2024	CI	RA
Consultant Project Plan	<p>Project Plan will be constructed based on the scope and known details of the project.</p> <p>Consultant will work with the LADWP project lead and team to create the master project plan that outlines the scope, timeline, resources, and</p>	<p>The Consultant Project Plan will define tasks, work stream durations, start and end dates for each task or workstream, and resources associated with each task.</p> <p>Consultant will provide project plan content for Consultant activities.</p> <p>Consultant will provide weekly coordination / communication with LADWP Project Manager.</p> <p>Consultant will provide a single weekly status report.</p> <p>Consultant will prepare and</p>	Not Applicable	September 2024	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	detailed tasks necessary to guide the execution of the project.	<p>process amendments and present to LADWP.</p> <p>Consultant will work with LADWP project lead to drive Services according to project timelines</p> <p>The Project Plan should include:</p> <p>A clear definition of the project's scope, goals, Deliverables, and exclusions, providing a baseline for all project activities.</p> <p>A detailed breakdown of each task required to complete the project, including task descriptions, dependencies, and Deliverables associated with each task.</p> <p>Specification of the estimated duration of each work stream within the project, including estimated start and end dates,</p>				

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		<p>highlighting how each fits into the overall project timeline.</p> <p>Detailed charts or matrices assigning specific resources to each task and work stream, including personnel, technology, and budgetary resources. This section will also detail the roles and responsibilities of each team member.</p> <p>A comprehensive timeline that includes all critical milestones, checkpoints, and deadlines.</p> <p>The identification of potential risks and their impact on the project, along with strategies for risk mitigation and contingency plans.</p> <p>A communication strategy outlining communication protocols, including reporting</p>				

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		structures, meeting schedules, and stakeholder engagement plans, ensuring continuous alignment and updates throughout the project. Quality Assurance standards and measures put in place to ensure the quality of work meets the statement of work requirements.				
PowerME Design Phase						
Code Assessment Report	Consultant will conduct a thorough analysis and assessment of LADWP's existing PowerPlan code base for consolidation and removal of customizations.	<ul style="list-style-type: none"> •Consultant will deliver analysis report of code assessment findings to LADWP with recommendations for customization consolidation. Detailed report outlining findings and recommendations for retention, removal, and modification system customizations. Report shall include analysis and identification of business impacts of any customization	Not Applicable	September 2024	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		removals. Deliver analysis report of code assessment findings to LADWP with recommendations for customization consolidation.				
Consultant Design Workshops	Consultant will facilitate design workshops	<p>Consultant will facilitate design workshops related to the PowerPlan software modules or sub-modules being newly implemented and/or refined as part of this Statement of Work.</p> <p>In the event any revisions or clarifications to this Statement of Work are required as a result of the design workshops, Consultant will work with LADWP to effectuate such revisions. An Amendment or Administrative Change may be required to meet a material change in the design of the solution.</p>	Not Applicable	September 2024	RA	CI
Identification of Data	Consultant will provide	Consultant will work with LADWP in identifying the data	Not Applicable	September	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
Set for Cleansing	assistance in identification and prioritization of data sets recommended for cleansing.	<p>set recommended for cleansing. LADWP will make decisions on which data it will cleanse.</p> <p>Criteria for prioritization explaining the criteria used to determine the priority of each data set for cleansing.</p> <p>Risk Assessment identifying potential risks associated with the identified data sets if left uncleansed.</p> <p>Recommendations for the cleansing process for each prioritized data set, including suggested methodologies and tools best suited for each type.</p>		2024		
Data Cleansing	Consultant will assist LADWP in monitoring and validating data cleansing activities throughout the Design and Build Phases.	<p>Will be performed throughout the PowerMe Design and Build phases.</p> <p>Will be monitored and validated as part of conversion and cutover testing.</p> <p>Consultant will provide feedback</p>	Not Applicable	September 2024	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		and recommendations on addressing challenges encountered during the cleansing process and strategies that can be implemented to overcome them.				
Design Functional Specifications Document	Consultant will create functional requirements specifications.	Contains functional requirements for all items requiring code changes such as interfaces, conversions, and reporting. Generally, one functional specification document is built per object (i.e., interface, conversion, report).	Design Functional Specification Documents are delivered to LADWP	September 2024	RA	CI
Approval of Design Documents	LADWP will review and sign-off on Design Documents	After initial design workshops are completed and agreed upon solutions have been delivered in the design documents, a final round of review and approvals will be conducted. Once LADWP has submitted formal sign-off on design documents across functional areas, the approval will be deemed accepted by Consultant.	Consultant receives sign off Design Functional Specification Documents	September 2024	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
PowerME Build Phase						
Database Upgrade	Consultant will plan, manage, and execute all build activities for production deployment. LADWP will validate PowePlan led production deployment	Consultant will provide database scripts and will perform the steps necessary to upgrade the database	Not Applicable	September 2024	RA	CI
Application Build		Consultant will perform the base configuration required to build the Consultant application	Not Applicable	September 2024	RA	CI
Interface Build		Consultant will provide specifications and build of all in-scope integrations	Not Applicable	September 2024	RA	CI
Conversion Build		Consultant will provide specifications and build of all in-scope conversions and will provide guidance on data source identification for data conversion extraction and transformation.	Not Applicable	September 2024	RA	CI
Populate Security Templates		Consultant will provide templates for security groups, users, and roles, and LADWP will populate the templates.	Not Applicable	September 2024	CI	RA
Load		Consultant will load the security	Not Applicable	September	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
Security Templates		templates.		2024		
Conversion Extraction and Transformation		LADWP will extract data from legacy data conversion sources, including but not limited to spreadsheets. Consultant will provide guidance on data source identification. LADWP will transform LADWP data into Consultant provided templates.	Not Applicable	September 2024	CI	RA
Conversion Load		Consultant will provide the specifications and build of the load of data into PowerPlan using data extracts and conversion transformation templates as inputs into PowerPlan configured conversion programs.	Not Applicable	September 2024	RA	CI
Test Management	Consultant will provide assistance with testing activities which consists of three (3) testing cycles for each	Test Plan including organization of test scripts, testing sequence, tester assignments, planned execution dates, etc. Planning and coordination of both System Tests and User	Not Applicable	October 2024	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	phase for a total of six (6) test cycles, each consisting of no more than twelve (12) weeks, and track bugs or defects via defect triage process.	<p>Acceptance Testing</p> <p>Testing defect management and reporting, selection, and integration of testing tools (defect management software)</p> <p>Process management of both System Tests and User Acceptance Test phases</p> <p>Prioritization of defects based on severity, risk, frequency of occurrence, etc.</p>				
Test Data		Creation of all test data required for effective testing by the users for System Tests & User Acceptance Testing. This test data should be an accurate representation of current production data.	Not Applicable	October 2024	CI	RA
Cutover Plan	Consultant will perform all tasks and steps required to migrate from legacy systems to production version of new	Migrate PowerPlan application, configurations, and interfaces that originate in PowerPlan, PowerPlan database changes, PowerPlan data loads and data validation, production build tasks, enabling security settings, and disabling access to legacy	Not Applicable	May 2025	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	PowerPlan system.	<p>systems.</p> <p>Develop Cutover Plan which includes all tasks and individual steps, estimated time for execution per step, resources responsible, and estimated start and finish dates with timing of each step.</p> <p>Facilitate one cutover rehearsal to confirm completeness of the plan and estimated timing.</p> <p>Includes all tasks and steps required to “move” from legacy systems to production version of PowerPlan system.</p> <p>“Move” includes PowerPlan application, configuration and interface that originate in PowerPlan, PowerPlan database changes, PowerPlan data loads and data validation, production build tasks, turning on security settings and turning off access to legacy systems.</p> <p>Consultant facilitates and provides recommendations. Cutover Plan includes all tasks and individual specific steps,</p>				

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		estimated time for execution per step, person responsible and estimated start and finish dates and timing of each step. Includes one cutover rehearsal to confirm completeness of the plan and estimated timing.				
End User Training	Provide LADWP with training on PowerPlan System Configuration or Conversion Training and End-User Training. System Configuration or Conversion training should cover key information needed to complete configuration and conversion items during the Build phase, including the utilization of	<p>Consultant will deliver training for end users in accordance with Attachment 2 to the Statement of Work: Training</p> <p>Consultant to provide instructor-led training for system administrators and end users virtually, or on-site (John Ferraro Building or Figueroa Plaza, both in the LA Civic Center) for additional fees, if requested by LADWP along with copies of all training materials. LADWP will request classes at least thirty (30) days in advance of the training event.</p>	Not Applicable	May 2025	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	<p>spreadsheet templates to load applicable information into the software or configuration of different parts of the system during system implementation.</p> <p>End-User Training should cover key concepts and terms regarding ongoing usage of the system and covers tasks required for an end-user of the software to utilize and manage the software after go-live.</p>					
QA Review	Consultant will provide guidance and oversight during the Build	Consultant will provide quality assurance ("QA") reviews by subject matter experts to	Not Applicable	May 2025	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	Phase.	provide guidance and oversight.				
Build Document	Consultant will provide a “Build Document” to be used as a reference of the final production configuration at hand-off.	Consultant will document the Build process and application baseline to be referenced when standing up the production environment. The final draft will be submitted to LADWP for sign off prior to project completion and hand-off	Build Document aligns completed tasks with design decisions from the Design Functional Specification Documents	May 2025	RA	CI
PowerME Test Phase						
Mock Cutover	Consultant will perform all tasks and steps required for migration from legacy systems to production version of PowerPlan system in a test environment.	Consultant will execute a mock cutover for each test cycle (System Integrated Testing 1 - SIT1, System Integrated Testing 2 - SIT2, and User Acceptance Testing - UAT) in accordance with the cutover plan within the project landscape environment. Consultant to provide test reports from all testing identifying test results.	Not Applicable	June 2025	RA	CI
System Integrated Testing and Defect	To test business processes and determine consistency with	Consultant will perform defect and testing issue resolution during the following testing phases – System Integrated	Not Applicable	June 2025	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
Resolution	documented requirements and expected results. LADWP will document any reporting issues/defects found during testing and will provide information for defect remediation during the following testing phases – System Integrated Testing 1 (“SIT 1”), System Integrated Testing 2 (“SIT 2”) and User Acceptance Testing (“UAT”).	Testing 1 (“SIT 1”), System Integrated Testing 2 (“SIT 2”) and User Acceptance Testing (“UAT”). LADWP will sign off on User Acceptance Testing (“UAT”) to indicate completion of all testing activities.				
Go/No Go Decision Meeting	Consultant to review application readiness of the system.	Consultant will provide a report to LADWP regarding system readiness. After a review of the report, LADWP will schedule a meeting to review application	LADWP sends written notice to Consultant that the system readiness report	July 2025	CI	RA

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
		readiness with Consultant. LADWP will provide a Go/No Go decision.	addresses application readiness and production cutover can move forward.			
PowerME Deploy Phase						
Project Deployment	Consultant will perform all tasks and steps required to deploy the applications/upgr ade to the PowerPlan system.	<ul style="list-style-type: none"> • Consultant will provide production ready Database Script Package for production cutover. • Consultant will run Database Script Package in the production system database. LADWP will assist Consultant with the cutover. • Consultant will deploy application and interface code in the production system landscape. 	Not Applicable	July 2025	RA	CI
PowerME Sustain Phase						
Month End Close	Consultant to provide	Consultant Personnel will be available to provide prompt	Not Applicable	October 2025	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
Assistance	assistance to confirm system is running as expected after go-live.	break/fix remediation for four following go-live for any PowerPlan-related issues that arise during the month-end closes agreed upon in the assumptions.				
Transition to Support Meeting	After system implementation, Consultant will transfer system to Consultant Support team.	Consultant Support Team will schedule a call with LADWP to discuss transition to support team. Consultant to provide all support documentation to LADWP, and review details of the steady state landscape.	LADWP sends written notice to Consultant that the Transition to Support Document is complete and incorporates all the modules implemented.	November 2025	RA	CI
Ad Hoc Training						
Ad Hoc Training	Consultant will provide LADWP with additional Ad Hoc Trainings; including, but not limited to, System Configuration or Conversion Training and End-	Consultant will deliver training in accordance with Attachment 2 to the Statement of Work: Training Consultant to provide Instructor-led training for system administrators and end users virtually, or on-site (John Ferraro Building or Figueroa Plaza, both	Not Applicable	Not Applicable	RA	CI

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Deliverable	Objective	Activities and Descriptions	Acceptance Criteria	Est. Time of Delivery	Consultant	LADWP
	User Training, as requested by LADWP.	in the LA Civic Center) for additional fees, if requested by LADWP, along with copies of all training materials. LADWP will request classes at least thirty (30) days in advance of the training event.				

EXHIBIT H Statement of Work

ATTACHMENT 2 TO THE STATEMENT OF WORK: TRAINING

TRAINING CLASSES & COST

The chart below lists the training classes that will be conducted as a part of this Statement of Work. Any Services associated with custom training, including any preparatory work related to LADWP'S customization of training materials, will be billed at the rate of \$381 per hour, in addition to the standard training class rates. Any requests for customization which are not included within this Exhibit may be subject to an Amendment or Administrative Change.

In Scope Training Classes

Class Name	Description	# of Classes Per Training Product Family	Fee
Configuration or Conversion Training	This class will cover key information needed by LADWP to complete configuration and conversion items needed during the Build phase. Depending on the module, this class may primarily cover either the utilization of spreadsheet templates to load applicable information into the software or configuration of different parts of the system during the implementation. This class does not include tasks that an end user would need to know for testing or usage of the software post-production.	Lease Accounting: 1	See Fee Schedule
End User Training	This class will cover key concepts and terms regarding ongoing usage of the system. This session will cover tasks required for an end-user of the software to successfully utilize and manage the software after go-live in production and cover topics required for ongoing system administration.	Asset Retirement Obligations: 1 Fixed Assets (Project, Assets, Depr, CR): 1 Lease Accounting: 1	

EXHIBIT H

Statement of Work

Additional Ad Hoc Training Requests	During the course of the Services LADWP may contact the Consultant project manager with written authorization for up to fifteen (15) additional training days.	Training for no more than 15 days	
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Each class shall be invoiced upon completion of the last training day associated with such class, and the applicable amounts shall be payable in accordance with this Statement of Work and the Agreement. Fees related to customized training materials, if any, shall be invoiced monthly in arrears.

TRAINING ASSUMPTIONS

Consultant's estimates to perform the training Services described in this Exhibit are based on the following project assumptions. Changes to the assumptions listed below and any deviations that arise during the course of this Statement of Work may result in additional hourly fees, an Amendment or Administrative Change, and/or may diminish the effectiveness of the training.

1. Unless explicitly noted within the Customizations section of this Exhibit, training will be delivered using Consultant's standard training materials and will not be customized based on LADWP's particular business processes, implementation processes, or particular instance of the Licensed Products.
2. Training includes preparation time devoted to logistics, scheduling, and CPE review certification, if applicable.
3. Classes must be scheduled at least thirty (30) days in advance of the training event.
4. Specifically, with respect to training classes, should LADWP cancel or delay a previously scheduled training class without at least fourteen (14) days' written notice, LADWP shall pay to Consultant as liquidated damages, and not as a penalty, an amount of \$250 (USD) per day for each day of training that has been canceled, which will be invoiced at the end of the calendar month on which LADWP request to cancel or delay is received by Consultant.
5. Each class will be for up to ten (10) people.
6. Training will be conducted virtually. On-site training will be subject to additional fees which shall be set forth in an Amendment or Administrative Change.
7. LADWP will provide a non-production database environment with the applicable Licensed Products. LADWP will provide Consultant access to its training database at least five (5) business days prior to the scheduled training class.
8. LADWP will provide each attendee with a laptop or PC with access to the training database environment. If classes are on-site, LADWP will provide adequate classroom space.

EXHIBIT H

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9. Consultant will provide LADWP with the associated presentation materials prior to the commencement of the training Services. LADWP is responsible for printing an appropriate number of materials for the attendees.
10. Recording of training classes is prohibited, whether training Services are performed virtually or at LADWP facilities.
11. The estimate is based on up to eight (8) hours of classroom training per day.
12. Each class will be taught by one (1) Consultant trainer.
13. Ad Hoc Training must be scheduled using Consultant standard training offerings without changes in scope or duration.

CUSTOMIZATIONS TO TRAINING

None.

EXHIBIT H

Statement of Work

ATTACHMENT 3 TO THE STATEMENT OF WORK: DEFECT CATEGORIZATION AND RESOLUTION

All defects will be categorized by the parties per the criteria below, and such criteria shall only apply to the Services provided under this Statement of Work.

Defect Severity

Defect Severity (“Severity”) is defined as the impact of a reported problem on the operation of the system or LADWP’s ability to successfully test the system. The Severity may also be affected by the impact on project operations which include failures that stop or impede project activities.

The Severity has no default value and is a required entry when the defect is created. At the time that each defect is identified, the defect author assigns one of the four severity levels based on the criteria defined below. The Parties will review the defects and mutually agree upon the severity levels assigned.

Severity Level	Description	Example	Criteria
1	Critical	A problem that causes the Software to be non-operational such that no users can access the system or backup, or other security of data can no longer be performed, and there is no Workaround available.	Reserved for any application process that causes the system or business operation to be unavailable. No further testing activities are possible within the application.
2	High	A problem with the Software that prevents LADWP from performing a key business event with no acceptable Workaround available.	Reserved for any application process that fails, testing stops, and additional steps or dependent scenarios cannot be completed. A work-around is either not available or is unacceptable for implementation in production by the business owner. Other processes not requiring the failing process can proceed.

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Severity Level	Description	Example	Criteria
3	Medium	A non-critical problem occurs where LADWP is able to run the Software and there is a Workaround available.	Reserved for any application process that fails and has a minor impact on the operation. A work-around is developed and acceptable. Test execution can continue with no significant impact.
4	Low	A problem that has low system impact and does not require immediate attention, including cosmetic issues, and non-critical issues.	Reserved for any application process that fails but does not prevent or hinder the functionality of the system. The application process can continue to completion with no impact to business operations.

Metric: Critical / High Defect Count

Successful outcome is planned to be no unmitigated Critical or High defects at the close out of a Test Cycle, as defined by both parties in a Program Test Strategy. The Program Test Strategy is to be created jointly by Consultant and LADWP during the PowerMe Design and Build phases. Consultant and LADWP will use the above criteria to determine exit criteria for test cycles and go live.

EXHIBIT H Statement of Work

ATTACHMENT 4 TO THE STATEMENT OF WORK: TEST SCRIPTS

The chart below lists the testing tool that will be delivered as a part of this Statement of Work. Consultant's Test Scripts will be billed for the total fixed price noted on the Fee Schedule. Consultant will invoice LADWP for the Test Scripts as a one-time fee upon Consultant's delivery of the Test Scripts to LADWP.

Testing Tool	Description of Deliverable	Primary Responsibility	Invoice Date	Fee
Test Scripts	Repository of testing steps and procedures that should be followed to verify base functionality is working as intended.	Consultant will setup and deliver to Client and Client will utilize the test scripts to facilitate test execution	Upon Consultant's delivery of the Test Scripts	See Fee Schedule

TEST SCRIPT ASSUMPTIONS

Consultant's provision of the Test Scripts described in this Attachment 4 is based on the following Test Script assumptions. Changes to the assumptions listed below and any deviations that arise during the course of this Statement of Work may result in an Amendment or Administrative Change.

1. All test scripts provided to LADWP will be for PowerPlan base system functionality and do not reference LADWP specific customizations/data.
2. Professional Services to customize test scripts to LADWP specific config/data are subject to additional hourly charges.
3. Consultant will deliver test scripts in Consultant's chosen format (ex. Microsoft Excel).
4. LADWP will be responsible for importing delivered test scripts into the LADWP's chosen testing tool (ex. HP ALM, SharePoint, etc.). Consultant can assist with format updates as requested, at an additional charge.
5. LADWP will be responsible for maintaining the test scripts once this Statement of Work has been concluded.
6. This tool does not include assistance for testing setup or orientation to the testing process. Any assistance needed will be subject to additional hourly charges.

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ATTACHMENT 5 TO THE STATEMENT OF WORK: BUILD SERVICES

The chart below lists the Build Services that will be delivered as a part of this Statement of Work. Consultant's Build Services will be billed for the total fixed price amount noted on the Fee Schedule. Consultant will invoice LADWP for the Build Services as a one-time fee upon Consultant's completion of tasks noted in Milestone Acceptance Criteria.

Milestone No	Milestone Description	Milestone Acceptance Criteria	Estimated Milestone Completion Date	Invoice Amount
1	Delivery of Build Services to include stated tasks	<p>Build Services as follows: LADWP agrees that Consultant has completed and delivered the Build Services activities in accordance with previously approved Design specifications including:</p> <ol style="list-style-type: none"> 1. Consultant has configured up to five (5) Asset Retirement Obligation (AROs). 2. Consultant has completed Lease (Lessee & Lessor), configurations designed to meet ASC 842 only. 3. Using the existing set of books, Consultant has configured the system to book regulated assets depreciation needs. 4. Consultant has completed the Integrations 	September 27, 2024	See Fee Schedule

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		<p>Assembly including Secure File Transfer Protocol (SFTP) connections for LADWP, PowerPlan and Workday.</p> <p>5. Consultant has completed the Charge Repository (CR) configuration including:</p> <p>6. Configure Charge Repository in Charge Repository Setup Menus, 2.) Create Charge Repository using automatic table and index creation buttons and 3.) Implement Charge Repository Integration Design.</p>		
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Milestone Acceptance

Acceptance shall be in accordance with Section 5.1.2 of the Agreement, by LADWP of the Deliverable.

BUILD SERVICES ASSUMPTIONS

This Statement of Work and Consultant's estimates to perform the Services described in this Build Services Attachment are based on the following implementation assumptions. Changes to the assumptions listed below and any deviations or delays that arise during the course of the Services will be managed through the Amendment or Administrative Change process described in the Agreement.

Phase One Project Accounting and Asset Accounting Assumptions

1. Consultant will configure one (1) Charge Repository (CR) source from Workday for inbound Workday transactions with seven (7) detail fields to be determined during Design.

EXHIBIT H

Statement of Work

2. Consultant will configure the PowerPlan CR Accounting Key to mirror the Workday Foundation Data Model (FDM).
3. The Workday FDM will be finalized prior to exiting Design phase. Any changes to the FDM following the design phase will require an Amendment.
4. PowerPlan CR Allocations are out of scope.
5. Consultant will receive converted charges (project and non-project) via the financial transaction interface.
6. Converted charges received will include all projects that are in currently work in progress and all charges on those projects at a minimum. LADWP will provide a sample conversion file via the financial transaction interface three (3) months prior to the beginning of the Test phase. Delays may result in an Amendment and may impact the timeline.
7. Consultant will configure the project hierarchy to mirror Workdays (Workday projects to match PowerPlan projects and work orders and Workday Project tasks to match PowerPlan job tasks.) Any deviation from the above project hierarchy will require an Amendment.
8. Consultant will receive converted Workday Projects (PowerPlan Projects and Work Orders) and Workday Project Tasks (PowerPlan Job Tasks) via the Project Header interface. LADWP will provide a sample conversion file via the Project Header interface three (3) months prior to the beginning of test phase. Delays may require a change in timeline and an Amendment.
9. LADWP will fill out PowerPlan base table templates with Consultant support prior to the beginning of the Build phase. Delays to populating the base table templates may require an Amendment.
10. PowerPlan WIP Computations are out of scope.
11. PowerPlan overheads are out of scope.
12. Consultant will configure four (4) default estimate templates within PowerPlan. LADWP will provide default estimate data to populate the estimate templates.
13. PowerPlan work order types will be configured to match Workday Project types.
14. PowerPlan will receive in-service and completion dates from Workday Projects.
15. There will be no changes to the existing PowerPlan property unit catalogue (retirement units, property units, utility accounts, asset locations)
16. Consultant will convert all legacy assets “as-is” into the new PowerPlan environment.
17. There will be no changes in basis buckets (book summaries) during the asset conversion.
18. LADWP will be responsible for validating asset conversions between the legacy PowerPlan environment and the new PowerPlan environment.

EXHIBIT H

Statement of Work

19. Consultant will configure one (1) set of books in the asset accounting and depreciation modules.
20. There will be no changes to the existing depreciation configuration (depreciation groups, depreciation methods, depreciation rates).
21. Consultant will convert all depreciation groups “as-is” into the new PowerPlan environment.
22. LADWP will be responsible for validating depreciation conversions between the legacy PowerPlan environment and the new PowerPlan environment.
23. LADWP is responsible for providing new conversion files for each test cycle based upon the data from the corresponding Workday tenant for that test cycle.

Phase One Integration Assumptions

1. Consultant will integrate with Workday by receiving pipe delimited files on a Secure File Transfer Protocol (SFTP) site.
2. Consultant will use base pipelines within Integration Hub to support integrations. Customizations to existing pipelines, or creation of new pipelines within Integration Hub, will require an Amendment.
3. Consultant will provide specifications and instructions for calling necessary base APIs including data formatting, file typing, and expected fields.
4. LADWP will be responsible for creating (for inbound to PowerPlan) or ingesting (for outbound from PowerPlan) files that adhere to the PowerPlan base Application Programming Interface (API) specifications referenced in phase one integration assumption #3 above.
5. LADWP will be responsible for communicating any necessary integration files to or from an agreed upon SFTP location.
6. LADWP will ensure that all Workday transactions are only sent once to PowerPlan as part of the financial transactions interface.
7. LADWP will ensure that Workday will be responsible for ensuring that the financial transactions interface is balanced prior to sending to PowerPlan.
8. LADWP will ensure that Workday will provide the PowerPlan asset location as part of the project header interface on the Workday Project (PowerPlan Funding Project).
9. Consultant will create a single file as part of the General Ledger (GL) Posting interface for the Workday Financials General Ledger. Workday is responsible for ensuring that the project costs are posted to Workday Projects.
10. PowerPlan integration with Workday business assets is out of scope.
11. Integration design will be finalized prior to the Build phase. Delays may result in an Amendment.

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12. LADWP will ensure that Workday will provide sample integration files three (3) months prior to the beginning of the Test phase. Delays will require a change in timeline and an Amendment.

Phase One Lease Accounting Assumptions

1. LADWP shall execute a license agreement for Lease Accounting simultaneously with this Statement of Work. Consultant shall not perform Services under this Statement of Work that require a Lease Accounting license if Lease Accounting is not licensed by the LADWP during this project, and descope such Services will be managed via the Amendment process.
2. No new interfaces are in scope for this project.
3. No customizations to the system are in scope for this project.
4. LADWP will be responsible for extraction of current lease data and any data cleansing required.
5. Data load and validation into PowerPlan is to be completed by LADWP using PowerPlan standard import templates.
6. Consultant will provide configurations designed to meet Accounting Standards Update No. 2021-05, Leases (Topic 842): Lessors - Certain Leases with Variable Lease Payments (ASC 842) only; all other accounting standards are out of scope of this project.
7. Using the existing set of books, Consultant will help configure the system to book regulated assets depreciation needs.
8. Consultant assumes that the current journal entry process to the LADWP's ERP will be used for the Lease Accounting modules, and Consultant will make updates needed to confirm the lease journals are included.
9. Prior to deployment, LADWP will have validated and tested all lease data within the test environment and LADWP will have performed necessary reconciliation.
10. LADWP will assist Consultant as requested to meet target deadlines per the estimated timeline. Extended onboarding, initiate, design, approval, business decisions (i.e., lease classifications and/or accounting treatment for leases), test cycles, go/no-go decision, deployment, and/or incomplete or inaccurate lease abstraction and data loading, etc. which adversely impacts Consultant's ability to deliver Services as defined in this Statement of Work, will be subject to the Amendment process.
11. Consultant will produce functional specification documents as they relate to application configuration. However, it is the responsibility of LADWP to facilitate and approve application design.
12. Lease accounting data templates which have not been accurately completed within the timeline of this project, specifically, before the commencement of User

EXHIBIT H Statement of Work

Acceptance Testing during the Test phase, will not be loaded as part of the scope of this project.

- a. If, after go-live, the LADWP requires Consultant assistance to load additional data, it will follow the Amendment process.

Phase One Asset Retirement Obligation (ARO) Assumptions

1. LADWP will leverage manual adjustments to perform ARO settlements.
2. Up to ten (10) AROs are included including design and configuration for partially owned AROs.
3. No regulatory entries will be configured.
4. Standard ARO journal entries will be used with no customization.
5. LADWP will own data and populate PowerPlan ARO load templates with PowerPlan required data and format.
6. The existing posting interface to GL will be leveraged for AROs.
7. There are no AROs currently in the legacy PowerPlan system.
8. Any data cleansing required will be performed by LADWP.

END OF STATEMENT OF WORK

EXHIBIT I
Reserved

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EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

A. Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

B. Document Access/Control

1. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the confidential information about the penalties for its unauthorized use or disclosure.
2. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
4. The Contractor shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
5. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information of which the Contractor becomes aware.

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

6. The Contractor shall require that all its employees, agents, and subcontractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Confidentiality Agreement, prior to performing work under this Agreement.

C. Return of All Documents to LADWP

The Contractor shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Contractor during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof. Provided however, the Contractor may retain duplicates and originals, as appropriate, of Contractor's administrative communications, records, files, and working papers relating to the services provided by the Contractor pursuant to this Agreement.

D. Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Contractor may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Contractor does not disclose any non-public information. The Contractor may not release any information, whether or not such information is public information, to the media without prior written approval from LADWP.

E. Subcontractors Subject to the Confidentiality Agreement

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Confidentiality Agreement.

Bidder has caused their duly authorized representative to execute this Agreement as follows:

Date: March 6, 2024

DocuSigned by:
Signature: 
Firm: PowerPlan, Inc.
Title: Chief Financial Officer

EXHIBIT K

Safety Compliance Certificate

I, Kevin Janflone the undersigned,
 (Print Company Representative Name)
Chief Financial Officer of
 (Print Company Representative Title)
PowerPlan, Inc. hereby certify the
 (Print Company Name)

Information contained herein and that undersigned is duly authorized to certify that:

- A. Contractor has an Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, industry standards and the California Occupational Safety and Health Administration, Title 8 of the California Code of Regulations, General Industry and Construction Safety Orders. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.)

California Code of Regulations General Industry Safety Orders

<http://www.dir.ca.gov/Title8/3203.html>

California Code of Regulations Construction Safety Orders

<http://dir.ca.gov/Title8/1509.html>

If Contractor performs any work under this agreement outside the State of California, Contractor shall comply with applicable local, State, and Federal laws and regulations, including, but not limited to, industry standards and the Occupational Safety and Health Administration, General Duty Clause.

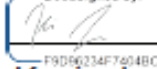
<https://www.osha.gov/laws-regs/oshact/section5-duties>

- B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.
- C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of Georgia on:

Signature:

Docusigned by:


F9D56234F7604BC

Print Name:

Kevin Janflone

Date:

March 6, 2024

EXHIBIT L

Master Hosted Software Subscription and Services Agreement

I



**Department of Water and Power
of the City of Los Angeles
Master Hosted Software Subscription and
Services Agreement**

PowerPlan, Inc.
300 Galleria Parkway
Suite 2100
Atlanta, GA 30339

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CONFIDENTIAL AND PROPRIETARY. The contents of this material are confidential and proprietary to PowerPlan, Inc. Except as permitted herein, unauthorized use, disclosure, or reproduction is strictly prohibited.

EXHIBIT L
Master Hosted Software Subscription and Services Agreement

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Master Hosted Software Subscription and Services Agreement

MASTER HOSTED SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Master Hosted Software Subscription and Services Agreement is made and entered into as of December 15, 2023, ("Effective Date") by and between **PowerPlan, Inc.**, a Delaware corporation, with a notice address of 300 Galleria Parkway, Suite 2100, Atlanta, Georgia 30339 ("PowerPlan") and **Department of Water and Power of the City of Los Angeles** ("Client" or "Department"), a Los Angeles municipal utility company, with a notice address of 111 N Hope St., Los Angeles, CA 90012-2607.

Background

PowerPlan is the developer of a suite of hosted software products and related services designed for use in the management of asset intensive operations. Client desires to subscribe to PowerPlan's hosted software products and receive certain services, as provided in this Agreement.

PowerPlan and Client are parties to that certain Agreement for Information Technology Products & Services, effective March 1, 2005 and all Amendments thereto (the "Original Department Agreement").

PowerPlan and Client now wish to enter into a new Master Hosted Software Subscription and Services Agreement (the "Agreement") and terminate the Original Department Agreement.

In consideration of the mutual promises, covenants, and representations herein, and upon the terms and conditions set forth below, the parties agree to the following:

PowerPlan and Client acknowledge and agree that as of the Effective Date of this Agreement, the Original Department Agreement and the licenses granted thereunder shall be terminated and superseded by this Agreement.

This "Agreement" consists of this Signature Page, Order Forms that incorporate this Agreement by reference from time to time, and any SOWs that incorporate this Agreement by reference from time to time, the attached General Terms and Conditions, the LADWP General Conditions (Exhibit A), any information contained in a PowerPlan URL or policy referenced in this Agreement, and the following Order Form and other Exhibits:

Incorporated Documents

- Initial Order Form for Hosted Software and Subscription Services
- Exhibit A– LADWP General Conditions

Nothing contained in any supplier portal terms and conditions, purchase order, purchase order acknowledgement, or similar document shall in any way modify or add any additional terms or conditions to this Agreement. Client understands and agrees that any additional or conflicting terms in Client's current or future purchase orders for Hosted Software and Subscription Services, which are not included in this Agreement or the applicable Order Form, are deemed rejected and are not a part of the Agreement between PowerPlan and Client unless otherwise agreed to by both parties.

Client's execution of this Agreement shall constitute an offer from Client to procure from PowerPlan the Subscription Services for the Hosted Software listed in the Order Form(s). Such offer can only be accepted by PowerPlan signing this Agreement. After signing, PowerPlan will send to Client a fully signed copy of this Agreement, which sending shall constitute PowerPlan's acceptance and cause this Agreement to become effective. PowerPlan reserves the right to reject Client's offer at PowerPlan's sole discretion.



Master Hosted Software Subscription and Services Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

PowerPlan, Inc.

Digitally signed by:

By:  _____
F8D80234F7404BC...

Kevin Janflone

Print Name: _____

Chief Financial Officer

Title: _____

**Department of Water and Power of the City of
Los Angeles**

By: **Ann M. Santilli** Digitally signed by Ann M. Santilli
Date: 2023.12.13 10:55:19 -08'00' _____

Print Name: ANN SANTILLI

Title: CHIEF FINANCIAL OFFICER



Master Hosted Software Subscription and Services Agreement

General Terms and Conditions

1 DEFINITIONS. Defined terms are set forth in Section 14.

2 SUBSCRIPTION SERVICES.

2.1 Generally. During the Subscription Term, and so long as Client is not in default, PowerPlan will:

- (a) Maintain the Platform to make the applicable Hosted Software, as described in the Order Form, accessible to Client through the front-end user interface.
- (b) Meet the service levels set forth in the Service Level Policy.
- (c) Provide application managed services per the Managed Services Policy.
- (d) Provide Maintenance Services per the Maintenance Policy.

2.2 Service Packs and Patches. PowerPlan will make available Service Packs and Patches to the Hosted Software that PowerPlan makes generally available to its customers in accordance with the Maintenance Policy.

2.3 Versions. PowerPlan will make available to Client new Versions per the Maintenance Policy as and when developed, except for new products or modules for which PowerPlan generally charges separate Subscription Fees. PowerPlan is not obligated to develop new Versions.

2.4 Support. PowerPlan will provide one or more reasonable means of communication to allow Client's IT Personnel to contact PowerPlan for assistance in resolving Errors with the Hosted Software in accordance with and during the hours of operation more specifically set forth in the Maintenance Policy.

2.5 Other Services.

- (a) **Server Configuration.** PowerPlan will provide a server of sufficient capacity to provide a productive operating environment for the scope of the Subscription Services specified in the Order Form. The server will be configured in a redundant disk configuration to help ensure data security and recovery. The operating system will be appropriate to the hardware selected for production and test use. Industry standard security patches, service packs and anti-virus software will be installed at initial implementation and updated on a monthly or on an as needed basis, as applicable.
- (b) **Network Configuration.** PowerPlan will provide Client shared network bandwidth. Inbound and outbound traffic will be routed and monitored through PowerPlan-provided firewall(s), switches, routers and load balancers.
- (c) **Security.** During the Subscription Term, PowerPlan will implement and maintain reasonable measures designed to protect Hosted Data, as indicated in the Security Policy. Subscription Services do not include any Client security requirements beyond those in this Agreement.
- (d) **Exclusions.** Subscription Services do not include: (i) backend access to the Platform; (ii) support on Client's site; (iii) Modifications or customizations made to the Hosted Software or Integrations to third party systems that are not configurable options of the Hosted Software or in PowerPlan's base API catalog; (iv) any third-party software Client requests PowerPlan to provide in the Subscription Services; (v) issues caused by changes to the configuration of the Hosted Software not made by PowerPlan; (vi) Errors caused by Client's negligence or fault; (vii) consulting or training services; (viii) responsibility for changes to or replacement of any Client hardware that may be necessary to use the Hosted Software due to a Release or Workaround of the Hosted Software; (ix) maintenance and support with respect to: (V) Hosted Software that has been altered or modified by Client or any third party; (W) Hosted Software used on a system that does not meet the minimum hardware, software, operating system, and other system and configuration requirements set

forth in the Documentation; (X) hardware, network, or communication problems; (Y) the Deliverables; or (Z) any systems or software not both supplied by PowerPlan and identified as covered on the Order Form; or (x) procurement, installation, or support of any other hardware, software, or other computing or communications systems and the day-to-day operation of the Subscribed Products.

2.6 Client Responsibilities.

- (a) Client shall assist PowerPlan in PowerPlan's efforts to resolve problems and confirmed Platform problems reported by Client.
- (b) Prior to reporting a Platform problem or Errors to PowerPlan, Client shall use commercially reasonable efforts to resolve the Authorized User's problem by utilizing all available on-line and information and resources.
- (c) Client shall ensure that any communications or documentation distributed by it to Authorized Users clearly and conspicuously states that Authorized Users should call Client for technical problems related to the Platform or the Hosted Software. PowerPlan will have no obligation to furnish any assistance, information, or documentation directly to Authorized Users.
- (d) In certain situations, PowerPlan may require detailed information regarding Client's system environment to attain a timely resolution. In these situations, and other gateway related issues, PowerPlan may require the involvement of Client's information technology staff to provide the information necessary to assist in problem resolution. Client shall promptly make such staff available to PowerPlan.
- (e) Client is responsible for properly maintaining the functional operation of its information technology equipment and interfaces, including connectivity to the Internet. Consulting, implementation, and support for Integrations that are not in PowerPlan's base API catalog, or training services that may be needed for the Client to maximize Modifications are not within the scope of Subscription Services.
- (f) Prior to logging any connectivity problems, Client shall verify that it is able to reach other popular Internet sites.
- (g) Client is responsible for virus protection for Client workstations and all of Client's host systems that are networked to those workstations.
- (h) Client must use an Internet browser that meets the requirements as published by PowerPlan in the Documentation.
- (i) Client is responsible for configuration of its corporate Internet firewall to allow all necessary ports to be used.
- (j) Client shall use utmost discretion in granting administrator privileges.
- (k) Client's Authorized Users shall not share their login credentials.
- (l) By submitting personal information, Client consents to the use of that information as set out in this subsection and represents to PowerPlan that Client has received express consent from the individual persons (including Client's employees) whose data is being used/transferred prior to providing this personal data in the Platform. Where the personal information is that of a third party, Client certifies that it has obtained that information pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information. The parties acknowledge and agree that PowerPlan is a processor of all Hosted Data processed under the terms of this Agreement and shall have no obligations as a controller of data.



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2.7 Suspension of Subscription Services. Notwithstanding anything to the contrary, PowerPlan may suspend Client's access or use of the Hosted Software in the event of: (i) Client's material, uncured breach of this Agreement, including without limitation failure to pay the applicable Fees; (ii) an actual or reasonably suspected security threat reasonably requiring suspension of the Subscription Services to protect or prevent damage to Hosted Data, the data of PowerPlan's customers, or the Platform or PowerPlan's IT infrastructure; or (iii) PowerPlan's reasonable belief that Client's access or use of the Hosted Software violates any applicable law, rule or regulation.

3 LIMITATIONS ON SUBSCRIPTION AND USAGE.

3.1 Generally. The rights granted in Section 2.1 are conditioned and limited by the following:

- (a) Only Authorized Users may use the Subscribed Products or APIs.
- (b) Authorized Users shall only access the Hosted Software through the front-end user interface or APIs. Backend access, including direct database access, accessing backups directly, stored procedures not delivered with the application, using database management system tools to inspect and extract data, and using database transaction logs to extract data, is strictly prohibited. Access to the Application Database or its log files for purposes other than diagnosis is prohibited even if it is technically possible to access or use. If Client cannot access or extract Hosted Data through the front-end user interface, API, Integration, report, or query, Client must notify PowerPlan prior to attempting any restricted access to the Hosted Software or Application Database and receive written approval for such access, specific to the data and time frames granted.
- (c) The Subscription Metrics limit the use of the Subscribed Products. To the extent any Authorized Vendors access the Hosted Software, each Authorized Vendor user shall count against the maximum number of named users allotted in an applicable Order Form.
- (d) The Subscribed Products and APIs shall be used only for Client's and Affiliates' internal business operations and in accordance with the Documentation and the Acceptable Use Policy, and the Hosted Software and APIs shall only be used as intended and as identified in the Order Form even if it is technically possible to otherwise access or use the Hosted Software or APIs.
- (e) Client, Affiliates, and Authorized Users shall not use the Subscribed Products or any of PowerPlan's or PowerPlan's suppliers' Confidential Information to build or support any software (including software as a service) or documentation that is in any way similar to the Subscribed Products.
- (f) Client, Affiliates, and Authorized Users shall not encumber, transfer, rent, donate, assign, lease, or otherwise use the Subscribed Products or APIs in any business process outsourcing, time-sharing, or service bureau arrangement.
- (g) Except as expressly provided in this Agreement, Client, Affiliates, and Authorized Users shall not, copy, reproduce, market, sell, distribute, sublicense, manufacture, adapt, create derivative works of, translate, localize, port, modify, or otherwise commercially exploit the Subscribed Products or APIs.
- (h) Client, Affiliates, and Authorized Users shall not, and shall not allow third parties to: decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Hosted Software or APIs, including use of any similar means to discover the Source Code of the Hosted Software; discover the Confidential Information therein; create or attempt to create the Source Code from the Object Code of the Hosted Software or APIs; or circumvent

any technological measures that control access to the Hosted Software, unless such action is indispensable in order to obtain information necessary to achieve interoperability of the Hosted Software with an independently created computer program and Client has not been provided such information, despite a written request, within a reasonable period of time. Information obtained through such action may not be used for purposes other than to achieve interoperability, and may not be given to third parties, unless this is necessary to establish interoperability, and in particular such information is not to be used for the development, creation, or marketing of software (including software as a service) similar to the Hosted Software. If Client wishes to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, Client must first provide written notice to PowerPlan and permit PowerPlan, at its option, to make an offer to provide information and assistance reasonably required to ensure interoperability of the Hosted Software with other products for a fee to be agreed upon (if any).

- (i) Client, Affiliates, and Authorized Users shall not alter or remove any printed or on-screen copyright, trademark, patent, proprietary, or other legal notice contained on or in any Subscribed Products, APIs, or the Source Code of the Hosted Software and shall cause all such notices to be reproduced on all copies thereof.
- (j) Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by PowerPlan regarding future functionality or features.

3.2 Authorized Vendors. With PowerPlan's prior written consent, Client may permit Authorized Vendors to access the Subscribed Products, APIs, and Deliverables solely for the purpose of providing business consulting services to Client in connection with the business of Client for which the Subscribed Products are made available, provided: (i) these rights will continue only while Client and such Authorized Vendor have in place a written agreement that includes provisions requiring such Authorized Vendor's compliance with the terms of this Agreement prior to such access; (ii) Client must be appropriately subscribed for all named individuals of such Authorized Vendor authorized to access the Subscribed Products and APIs; (iii) such Authorized Vendor shall be permitted to use the Subscribed Products, APIs, and Deliverables solely to provide business consulting services, which may include configuring the Hosted Software through the front-end user interface, in accordance with the business of Client; (iv) under no circumstances may such Authorized Vendor use the Subscribed Products, APIs, or Deliverables to operate or provide processing services to any other person or entity, or in connection with such Authorized Vendor's own business operations; and (v) Client expressly agrees to indemnify PowerPlan from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney fees) suffered by PowerPlan arising from a breach by the Authorized Vendor of the conditions of this Agreement. Upon PowerPlan request, Client shall provide written confirmation to PowerPlan that items (i)-(iv) are fulfilled.

3.3 Reservation of Rights. The Subscribed Products and Deliverables are made available via subscription and licensed, respectively, not sold. All rights, including all Intellectual Property Rights, not expressly granted in this Agreement are reserved to PowerPlan. No rights are granted by implication.

4 PROFESSIONAL SERVICES.

4.1 Intentionally Left Blank

5 ADDITIONAL TERMS.

5.1 Accounting Procedures. Client is solely responsible for: (i) ensuring the proper selection, testing, deployment, use,



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management, and supervision of the Hosted Software and audit controls, programs, operating methods and office procedures for establishing the necessary controls over access to and use of Hosted Data; (ii) establishing all proper checkpoints, safeguards, and procedures necessary for the proper use of the Hosted Software; (iii) any changes made by Client to alter the calculations, functions, or performance of the Hosted Software; (iv) and the suitability of the results obtained with the use of the Hosted Software. Client agrees that PowerPlan shall not be liable for any damages caused by Client's failure to fulfill these responsibilities.

5.2 Cooperation and Access. Client shall provide PowerPlan with good faith cooperation and access, including remote access, to such information, facilities, Personnel, and equipment as may be reasonably required by PowerPlan to provide the Professional Services, including providing data, access, information, and software interfaces to Client's applications as may be reasonably requested by PowerPlan from time to time. Client acknowledges and agrees that PowerPlan's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Professional Services. PowerPlan shall be entitled to rely on all decisions and approvals of Client. In the event Client desires PowerPlan to adhere to or use a specific security protocol and doing so will require PowerPlan to incur a material cost, Client shall reimburse PowerPlan for such cost.

5.3 Subcontractors. PowerPlan may subcontract any work under this Agreement to any third party without Client's prior written consent. PowerPlan shall remain responsible for the performance, acts, and omissions of any subcontractors.

5.4 Insurance. PowerPlan will maintain continuously during the Subscription Term, commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, automobile liability insurance with limits of no less than \$1,000,000 combined single limit coverage, Professional Liability (including errors & omissions coverage and cyber liability coverage) of \$2,000,000 each claim and in the aggregate, and statutory Worker's Compensation insurance. The commercial general liability policy shall be endorsed to add Client as an additional insured as its interest appears. Upon Client's written request, PowerPlan shall provide Client with evidence of insurance in the form of a Certificate of Insurance.

6 FEES AND PAYMENTS.

6.1 Fees Generally. Fees are stated on the applicable Order Form and are payable as follows:

- (a) Client shall pay the Subscription Fees as provided on the applicable Order Form annually in advance. Any Subscription Fees payable for less than a 12-month period shall be prorated daily. Subscription Fees are nonrefundable. PowerPlan shall notify Client at least thirty (30) days prior to any Subscription Renewal Term of any change in Subscription Fees.
- (b) **Third Party Billing.** PowerPlan shall send all Invoices to a third party billing agent ("Billing Agent") as designated from time to time by the Client, and such Billing Agent shall administer the payment of Invoices in accordance with the Agreement; provided, however that all of the provisions of the Agreement will still apply and that the Client remains responsible for all payments for all Services, Software, Maintenance, Deliverables and any other applicable Fees thereunder. Client shall also indemnify, defend and hold harmless PowerPlan for any and all claims related to Billing Agent, including without limitation, Billing Agent's exposure to PowerPlan's Software, confidential information and intellectual property such as PowerPlan's trade secrets, patents, copyrights and the like.

- (c) Client shall pay for all Professional Services Fees within thirty (30) days of the date of the applicable invoice. Fees for Professional Services shall be billed monthly in arrears, unless otherwise expressly set forth in the applicable SOW.

6.2 Currency. All Fees under this Agreement shall be payable in U.S. dollars.

6.3 Expenses. Client shall reimburse PowerPlan for actual, reasonable travel, living, and other incidental expenses incurred solely as a result of this Agreement.

6.4 Late Payment. Any amount not paid when due shall bear a late payment charge at the lesser of 1.5% per month or the maximum amount permitted by law until paid. If Client's account is in arrears for 60 days or more, PowerPlan may suspend the provision of Services until such time as Client's account is brought current. The rights in this Section are in addition to any other rights under this Agreement, at law, or in equity.

6.5 Taxes. Client agrees to pay all personal property, sales, use and other taxes (excluding taxes based upon PowerPlan's net income) and license and registration fees, and other assessments or charges levied or imposed by any governmental body or agency because of the execution or performance of the Agreement. Any amount due from Client under this Section shall be paid directly by Client, where appropriate, or shall be reimbursed to PowerPlan upon payment thereof by PowerPlan. In the event Client or the transactions contemplated by the Agreement are exempt from the foregoing taxes, fees, assessments or charges, Client agrees to provide PowerPlan as evidence of such tax-exempt status, proper exemption certificates, or other documentation acceptable to PowerPlan.

7

PROPRIETARY RIGHTS.

7.1 Ownership.

- (a) **PowerPlan.** PowerPlan and its suppliers retain sole and exclusive ownership of their respective Confidential Information, Subscribed Products, Deliverables, Source Code of the Hosted Software, and all Intellectual Property Rights in, to, or embodied in or associated with the Confidential Information, Subscribed Products, Deliverables, Source Code of the Hosted Software, or Services, and all copies and Modifications thereof (whether developed by PowerPlan, Client, or a third party). Client shall not take any action inconsistent with such title and ownership.

- (b) **Client.** Client retains sole and exclusive ownership of Client's Hosted Data and Confidential Information. PowerPlan shall not take any action inconsistent with such title and ownership. Notwithstanding anything to the contrary, any suggestions or proposed Modifications to the Hosted Software (in any form) provided by Client to PowerPlan may be freely used by PowerPlan without limitation, and any Modification to the Hosted Software resulting from such suggestions or proposed Modifications shall be exclusively owned by PowerPlan.

7.2 License to Deliverables. To the extent that any Deliverables are provided to Client in connection with Professional Services performed by PowerPlan pursuant to an SOW, PowerPlan grants to Client a license to use such Deliverables during the Subscription Term in accordance with this Agreement and solely for Client's and Affiliates' internal business operations in connection with authorized and permitted usage of Hosted Software, without the right to sell, market, sub-license, encumber, assign, loan, operate as a service bureau, provide business process outsourcing, reverse engineer, create derivative works of, or otherwise exploit the Deliverables commercially on the open market or on behalf of non-Affiliate third parties.



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7.3 Confidentiality.

By virtue of this Agreement, the parties may be exposed to or provided with certain Confidential Information of the other party. Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own Confidential Information, but in no event less than a reasonable amount of care. Except as required by law, neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement and as may be required to report to its Affiliates, legal and financial advisors, and regulators. Except as otherwise expressly set forth in this Agreement, neither party will disclose to third parties the other's Confidential Information without prior written consent of the other party. Each party shall cause their respective Personnel to be bound in writing by obligations of confidentiality at least as restrictive as set forth in this Agreement. The responsibilities under this Section 7.3 shall continue during the term of this Agreement and for five (5) years thereafter for Confidential Information that is not a trade secret under law and for trade secrets shall continue for so long as such Confidential Information remains a trade secret. PowerPlan will use best efforts to mark trade secrets as such.

Permitted Limited Disclosure. Notwithstanding anything else in this Section to the contrary, both parties acknowledge that LADWP is subject to the requirements of the California Public Records Act. If required to be disclosed pursuant to law or for purposes of Board approval on Order Forms, or by the order of a court of competent jurisdiction (collectively, "Required Disclosures"), recipient may disclose the portion of Confidential Information that in the opinion of recipient's legal counsel is a Required Disclosure (the "Legally-Compelled Disclosed CI"), provided, however, that recipient has, to the extent legally permissible, promptly notified discloser upon learning of the possibility of a Required Disclosure so discloser may attempt to contest or limit the scope of such Required Disclosure and has reasonably cooperated with discloser in this regard, at discloser's sole expense. The discloser shall be required to take any legal action to contest or limit the scope of such Required Disclosure before the deadline for providing the Required Disclosure. Except as set forth in this "Permitted Limited Disclosure" Section, recipient's obligations of confidentiality under this Agreement remain in full force and effect with respect to the Legally-Compelled Disclosed CI and shall continue after such disclosure, to the extent consistent with the law.

Injunctive Relief. The parties agree that monetary damages are not an adequate remedy if Sections 7.1 or 7.3 are breached and that the non-breaching party will suffer irreparable damage, and therefore, either party, in addition to any other legal or equitable remedies, shall be entitled to seek an injunction or similar equitable relief against such breach or threatened breach.

Contractor agrees to reimburse LADWP for, and to indemnify, defend, and hold harmless LADWP and the other indemnitees identified in Section 9 below, from and against any and all claims, damages, losses, liabilities, suits, judgments, penalties, costs, and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature whatsoever arising from or relating to any action brought by a third party to compel release of contractor's Confidential Information under this Section 7, and where a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that disclosure of the records is required. In the event of

litigations brought by a third party to compel release of contractor's Confidential Information under this Section 7 where a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that disclosure is not required, contractor shall have no obligations to reimburse, indemnify, defend, and hold harmless LADWP and other indemnitees under this paragraph.

8 WARRANTIES.

8.1 Hosted Software Warranty. PowerPlan warrants that the Hosted Software will conform in all material respects to the Documentation for a period of ninety (90) days after Client is first given access to the Hosted Software, provided that Client accesses and uses the Hosted Software in accordance with this Agreement. Client shall promptly notify PowerPlan in writing if the Hosted Software fails to perform in accordance with this warranty. Upon confirming that the Hosted Software fails to comply with the foregoing warranty, PowerPlan shall either: (a) correct such Error; or (b) provide Client with a plan reasonably acceptable to Client for correcting such Error. In the event neither (a) nor (b) can be accomplished within thirty (30) days, then PowerPlan or Client may terminate the Subscription Services for the affected Hosted Software, and Client will be entitled to a refund of the applicable pre-paid, but unused Subscription Fees on a pro rata basis. Notwithstanding the foregoing, the warranty obligation set forth in this section shall not apply to the extent any breach of such warranty is caused by: (x) use of the Hosted Software other than in accordance with this Agreement and the Documentation; (y) any Error which cannot be reproduced by PowerPlan; or (z) third party hardware, software, databases, or systems. Expiration of the warranty above does not waive or diminish PowerPlan's obligations to address Errors in accordance with the Maintenance Policy during the Subscription Term.

8.2 SOW Services Warranty. Intentionally Left Blank.

8.3 Sole Remedy. THE WARRANTIES IN SECTIONS 8.1 AND 8.2 CONSTITUTE POWERPLAN'S SOLE AND ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDIES WITH RESPECT TO SUCH WARRANTIES, RESPECTIVELY. PowerPlan shall not be obligated to correct any breach of the above warranties if Client has not notified PowerPlan of the specific existence and nature of such breach promptly during the applicable warranty period. Without limiting the foregoing, PowerPlan does not warrant and is not responsible for (i) any third-party products or (ii) Modifications or services not performed solely by PowerPlan Personnel.

8.4 Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION 8, NEITHER POWERPLAN NOR ITS LICENSORS MAKES ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, CONDITION, OR AGREEMENT WITH RESPECT TO THE SUBSCRIBED PRODUCTS, DELIVERABLES, OR THE SERVICES. POWERPLAN AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM USAGE, CONDUCT, OR COURSE OF TRADE. POWERPLAN DOES NOT REPRESENT THAT THE OPERATION OF THE HOSTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED. CLIENT ACKNOWLEDGES AND AGREES THAT TRANSFERRING INFORMATION OVER THE INTERNET INHERENTLY INVOLVES RISK TO COMPUTER SYSTEMS AND NETWORK SECURITY AND THAT POWERPLAN DOES NOT REPRESENT OR WARRANT THAT HOSTED DATA WILL NOT BE BREACHED, CORRUPTED, OR LOST.



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9 INDEMNITY.

9.1 General Indemnification:

The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP and the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person to the extent caused by contractor, or contractor's employees, recklessness, bad faith or intentional misconduct incident to the performance of this contract on the part of the contractor, or the contractor's employees. The indemnification provided in this Section 9 is conditioned on LADWP giving contractor prompt written notice of such claim. In contractor's defense of LADWP, negotiation, compromise, and settlement of any such claims, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

9.2 PowerPlan Indemnification.

- (a) PowerPlan shall indemnify, defend, and hold harmless the City of Los Angeles, LADWP and the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees and Authorized Users (collectively, "Indemnified Parties") against any third-party claim that the Hosted Software infringes any patent, copyright, or trademark, or misappropriates any trade secret. If any Hosted Software becomes, or in PowerPlan's opinion is likely to become, the subject of a claim of infringement, PowerPlan may, at its sole option: (i) obtain for Client the right to continue using the Hosted Software; (ii) replace or modify the affected Hosted Software so that it becomes non-infringing while providing substantially equivalent functionality; or (iii) if such remedies are not available on commercially reasonable terms as determined by PowerPlan, terminate the subscription for the affected portion of the Hosted Software and refund the prepaid Subscription Fees for the affected portion of the Hosted Software. THE FOREGOING STATES POWERPLAN'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.
- (b) Notwithstanding anything to the contrary, PowerPlan shall not be liable for nor have any obligation pursuant to Section 9.2 for: (a) an alleged infringement is based on or arises from (i) the combination or use of the Hosted Software with hardware, software, or other materials not provided or approved by PowerPlan, (ii) the modification of the Hosted Software by anyone other than PowerPlan or at PowerPlan's direction, (iii) the use of the Hosted Software not in accordance with the Documentation or this Agreement, or (iv) the use of other than the two most current Versions of the Hosted Software if the use of the two most current Versions of the Hosted Software would have eliminated the infringement and PowerPlan as provided notice to that effect; or (b) relates to the content or the Client's right to collect, store, process or use the Hosted Data, including any claim that the Hosted Data infringes any patent, copyright, or trademark, or misappropriates any trade secret.
- 9.3 The indemnification provided in this Section 9 is conditioned on: (i) the indemnified party giving the indemnifying party prompt written notice of such claim; (ii) the indemnified party providing its full cooperation in the defense of such claim, if requested by the indemnifying party and at the indemnifying party's expense; and (iii) the indemnified party granting the indemnifying party the sole authority to defend or settle the claim, provided that the indemnifying party shall not enter into a settlement which requires indemnified party to admit fault or

guilt or pay fees, expenses or penalties which are not otherwise covered under the obligations contained in this Section 9. The indemnified party may engage legal counsel to monitor, but not control, any such claim at indemnified party's sole cost and expense.

LIMITATION OF LIABILITY, REMEDY.

10.1 LIMITATION OF REMEDY. EXCEPT AS PROHIBITED BY LAW OR FOR CLAIMS ARISING UNDER SECTION 9.2 CONTRACTOR SHALL NOT BE LIABLE TO LADWP OR ANY THIRD PARTY, FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL EXHIBITS OR AMENDMENTS, WHETHER IN CONTRACT OR TORT OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH, FOR DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA, OR CLAIMS BY ANY THIRD PARTY REGARDLESS OF WHETHER SUCH DAMAGES OR LIABILITIES HAVE BEEN COMMUNICATED TO CONTRACTOR AND REGARDLESS OF WHETHER CONTRACTOR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

10.2 LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY LAW OR FOR CLAIMS ARISING UNDER SECTION 9.2, THE CUMULATIVE, AGGREGATE LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) OF CONTRACTOR TO LADWP OR ANY THIRD PARTY FOR ALL CLAIMS, LIABILITIES AND DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL EXHIBITS OR AMENDMENTS THERETO, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF TWO TIMES (2X) THE SUBSCRIPTION FEES PAID BY CLIENT TO POWERPLAN DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE DATE THAT THE CLAIM AROSE OR \$2,000,000.00 (USD).

DISPUTE RESOLUTION. The parties agree that any dispute arising in connection with the interpretation of this Agreement or the performance of any party under this Agreement or otherwise relating to this Agreement will be treated in accordance with the following procedures. The dispute will be referred for resolution first to the President or Chief Executive Officer of PowerPlan and his counterpart at Client. Such procedure will be invoked by either party presenting to the other a "Notice of Request for Resolution of Dispute" (a "Notice") identifying the issues in dispute sought to be addressed hereunder. A telephone or personal conference of those executives will be held within ten (10) days after the delivery of the Notice. If the telephone or personal conference between these executives, for any reason, does not take place or does not resolve the dispute, either party may proceed with litigation. Notwithstanding the foregoing, either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in: (i) any Intellectual Property Rights; or (ii) Confidential Information as described in this Agreement. The parties agree that any Confidential Information of either party shall be disclosed during litigation only upon the issuance of appropriate protective orders limiting the disclosure or discoverability of such information outside of the litigation of this Agreement.



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12 TERM AND TERMINATION.

12.1 Term.

- (a) The term of this Agreement shall begin on the Effective Date and terminate once there are no active Order Forms unless terminated earlier in accordance with Section 12.2.
- (b) The initial term for Subscription Services shall begin on the applicable Order Form Effective Date and end on the Subscription Services End Date as set forth in such Order Form ("Initial Subscription Term"). Thereafter, the Subscription Services shall renew for additional one (1) year terms (each, a "Subscription Renewal Term"; the Initial Subscription Term and all Subscription Renewal Terms are collectively referred to as the "Subscription Term") via an Order Form signed by both parties, unless either party provides written notice to the other party at least ninety (90) days prior to the end of the Initial Subscription Term or the then-current Subscription Renewal Term of its intent to not renew the Subscription Services. The Subscription Term for new Hosted Software shall be co-terminous with the existing Subscription Term.

12.2 Termination. This Agreement may be terminated by a party:

- (a) if the other party materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) days of the receipt of written notice of such breach, except that Client shall not be entitled to a thirty (30) day cure period for any non-remediable breach of this Agreement.
- (b) if any assignment is made by the other party for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of any or all of the other party's property, or if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes or such a petition is filed against the other party and is not dismissed within sixty (60) days.
- (c) Client may terminate this Agreement or any Order Form issued hereunder for its convenience upon giving at least sixty (60) calendar days' written notice in advance to PowerPlan prior to the effective date of such termination, which date shall be specified in such notice. In the event Client terminates this Agreement or any Order Form issued hereunder under this paragraph, Fees already paid by Client will be non-refundable.

12.3 Effects of Termination. Upon termination of this Agreement, all rights and obligations of the parties hereunder and all subscriptions, licenses, and Services shall cease, except as follows:

- (a) Client's liability for any Fees, charges, payments, or expenses due to PowerPlan that accrued prior to the termination date shall not be extinguished by termination, and such amounts shall be immediately due and payable. In the event Client exercises its right to terminate this Agreement as a result of PowerPlan's material breach, which PowerPlan has failed to cure in accordance with Section 12.2(a), above, Client shall be entitled to pursue recovery of a pro-rated portion of any pre-paid unused Subscription Fees and any other remedies available at law to the extent not expressly limited by Section 10 of this Agreement.
- (b) Each party shall return to the other party any Confidential Information in its possession or control.
- (c) Upon written request by Client made within ten (10) days following termination or expiration of any Subscription Services, PowerPlan will make a copy of the Hosted Data in unstructured form available to Client for extraction or download in a comma delimited, CSV, or other standard format specified by PowerPlan. Prior to or within ten (10) days following termination or expiration of any Subscription Services, Client may request that PowerPlan provide SOW

Services related to the transition of data or other reasonable services related to such termination ("Termination Services"). All Termination Services shall be agreed in an SOW. In no event shall PowerPlan be required to disclose PowerPlan's metadata or Application Database in connection with the provision of Hosted Data or other Termination Services.

- (d) The provisions of the Signature Page, Sections 3, 6 (for accrued but unpaid Fees and expenses), 7, 8.4, 10, 11, 12.3, 13, and 14 of the General Terms and Conditions shall survive any termination of this Agreement.

13

GENERAL PROVISIONS.

- 13.1 Authorized Users.** Client shall cause all Affiliates and Authorized Users to be bound by the terms and conditions of this Agreement that are applicable to Client, and any default by any Affiliate or Authorized User of the terms and conditions of this Agreement shall be a default of Client.

- 13.2 Data Use.** PowerPlan may collect data resulting from Authorized Users' use of the Hosted Software, such as metadata, performance metrics, and usage trends or volume ("Usage Data"). PowerPlan may use the Usage Data and Client Data for its legitimate business purposes, including but not limited to: product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new products and services; improving resource allocation and support; internal demand planning; training and developing machine learning algorithms; improving product performance; verification of security and data integrity; identification of industry trends and developments, creation of indices, and anonymous benchmarking; and to fulfill PowerPlan's contractual obligations. Except to provide the Subscription Services or as required by law, any external disclosure of Usage Data or Client Data by PowerPlan will be in an aggregated form that does not identify or otherwise permit the identification of Client, any Authorized Users, or other persons, unless Client consents otherwise or initiates the sharing of Usage Data or Client Data. PowerPlan may use the Hosted Data for the purposes as indicated in Use of Hosted Data section of the Security Policy. To the extent Client Data or Hosted Data includes Personal Information (as that term is defined in the Privacy Notice), PowerPlan will process such Personal Information in a manner consistent with the Privacy Notice. Personal Information contained in Client Data or Hosted Data in an unredacted form shall be used to provide the Services or as required to meet PowerPlan's obligations under Sections 8.1 and 8.2.

- 13.3 Delivery.** Delivery of the Hosted Software shall be deemed to occur upon the earlier to occur of: (i) when any Professional Services commence with reference to the Hosted Software; or (ii) when Client is given access to functionality of the Hosted Software.

- 13.4 Governing Law and Jurisdiction.** The validity, construction, and performance of the Agreement and the legal relations among the parties to the Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Subject to Sections 11 and 13.9, all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Cobb County, Los Angeles County, California to which the parties irrevocably submit.

- 13.5 Entire Agreement.** This Agreement, including all the Exhibits attached hereto, constitute the entire agreement between the parties regarding the subject matter hereof. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing signed by both parties,



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and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

- 13.6 Order of Precedence.** In the event of a direct conflict between the General Terms and Conditions and the Exhibits, such document shall take priority in the following order (first priority to last): General Terms and Conditions, Exhibits, and Order Forms.
- 13.7 Waiver.** The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor, except as otherwise expressly provided otherwise in this Agreement, shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power, or privilege by such party.
- 13.8 Severability.** If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified, or severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect.
- 13.9 Injunctive Relief.** The parties agree that monetary damages are not an adequate remedy if Sections 2.1, 3, or 7 of these General Terms and Conditions are breached and that the non-breaching party will suffer irreparable damage, and therefore, the non-breaching party, in addition to any other legal or equitable remedies, shall be entitled to seek an injunction, temporary restraining order, or similar equitable relief against such breach or threatened breach.
- 13.10 Assignment.** Except in connection with a merger or sale involving a majority of the stock or assets of a party, this Agreement and the rights and obligations hereunder, may not be assigned in whole or in part by either party without the prior written consent of the other party. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto. Any attempt at assignment without such consent shall be null and void and of no force and effect. Any applicable fees resulting from any assignment will be based on PowerPlan's then current pricing, terms, and conditions.
- 13.11 Export.** Client shall comply with all applicable export controls laws. Without limitation of the generality of the foregoing requirement, Client shall not allow Authorized Users or Affiliates to access or use any Subscribed Products, Deliverables, or Services in violation of applicable export controls laws and represents and warrants that it is not an individual, business, organization, or government owned, controlled by or acting on behalf of an individual, business, organization or government which is prohibited from using the Subscribed Products, Deliverables, or Services per applicable export control laws.
- 13.12 Subscription to the Government.** If any Subscribed Product is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees that such Subscribed Product is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with PowerPlan to the contrary, the Government's rights with respect to such Subscribed Products are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227.19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202. Use of the Subscribed Products by the U.S. Government constitutes acknowledgment of PowerPlan's proprietary rights therein, and of the exclusive applicability of this Agreement.

Notwithstanding the foregoing, the parties acknowledge that all Hosted Software is provided "as a service" and no license is granted by virtue of an Order Form for Subscription Services.

- 13.13 Force Majeure.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, including, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, malware, virus attacks or hackers, failure of third party software (including ecommerce software, payment gateways, chat, statistics or free scripts) or inability to obtain raw materials, supplies, or power used in or equipment, the affected party's performance shall be extended for the period of delay or inability to perform due to such occurrence, and provided further that the other party may terminate this Agreement if such condition continues for a period of 180 days. This provision shall not apply to payment obligations.
- 13.14 Non-solicitation.** Client and PowerPlan agree that neither shall hire or engage any Personnel or former Personnel of the other within twelve (12) months from the last date such Personnel interacted with the other party without written consent. This provision shall not apply to Personnel who reply to a published solicitation for employment without otherwise violating the terms of this section.
- 13.15 No Agency; Independent Contractors.** Nothing contained in this Agreement shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 13.16 Third Party Beneficiaries.** There are no express or implied third-party beneficiaries of this Agreement.
- 13.17 Compliance; Audit.** During the term of this Agreement and for a period of one (1) year following its expiration or termination, Client shall maintain and make available to PowerPlan records sufficient to permit PowerPlan or an independent auditor retained by PowerPlan to verify, upon ten (10) days written notice, Client's, Affiliates', and Authorized Users' compliance with the terms of this Agreement; provided, that such audit shall be performed during regular business hours and subject to Client's reasonable confidentiality requirements. If an audit reveals any noncompliance with, or violation of, this Agreement by Client, Affiliates, or Authorized Users, Client shall pay the applicable Fees and shall reimburse PowerPlan for the reasonable costs and expenses of such audit (including, but not limited to the fees of an independent auditor) incurred by PowerPlan, and Client shall promptly cure or remedy, and shall cause Affiliates and Authorized Users to promptly cure or remedy, any such noncompliance or violation; provided, however, that the obligations under this Section are not a waiver of PowerPlan's termination rights or other rights under this Agreement, at law, in equity, or otherwise.
- 13.18 Notices.** Any notice or communication from one party to the other shall be in writing and either personally delivered or sent via nationally recognized overnight service, or certified mail, postage prepaid and return receipt requested, addressed to the attention of Legal at the address of the other party as specified in the first paragraph of the Signature Page of this Agreement or at such other address as such party may from time to time designate in a notice to the other party. All notices shall be in English and shall be effective upon receipt.
- 13.19 Construction.** In the interpretation of this Agreement, words importing the singular or plural number shall include the plural and singular number respectively, words denoting gender



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shall include all genders and references to persons shall include corporations or other entities and vice versa. The word "including" and its derivatives, (such as "include" and "includes") means including, without limitation, whether capitalized and whether "without limitation" or words of similar meaning are included in other provisions of this Agreement. Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another, because the parties participated equally in preparing this Agreement. Unless the context otherwise specifically requires, all references to sections of this Agreement shall refer to all subsections thereof.

- 13.20 Authority.** The parties and each individual executing this Agreement on behalf of a party represent and warrant that such individual is duly authorized to execute and deliver this Agreement on behalf of his or her party.
- 13.21 Marketing.** Intentionally Left Blank.
- 13.22 Third-Party Components and Disclosures.** PowerPlan's products and services may include third-party components that are available under open source or free software licenses and distributed, embedded, or bundled with PowerPlan's products or services or recommended in connection with their use. This Agreement does not alter any rights or obligations Client may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, Sections **Error! Reference source not found.** and **Error! Reference source not found.** shall apply to such third-party components.
- 13.23 Mobile Platform.** Client agrees that transferring data and information over the Internet and the use of mobile devices is inherently dangerous and subject to computer system and network security breaches and failure. As a result, Client agrees that it is using Mobile Platform (the "App") at its own risk and that in no event shall PowerPlan be held liable for any loss or damages related to use of the App, however caused, including, but not limited to, loss or damages caused from unauthorized access to Client Data or Hosted Data, as applicable, systems and mobile devices. No warranty is given by PowerPlan in order to prevent such access. Client is responsible for maintaining the confidentiality of its login names and passwords and accepts responsibility for all damages that may occur as a result of such mobile access. If Client has reason to believe that someone is using any of its account(s) without permission, Client must contact PowerPlan immediately. PowerPlan will not be responsible for any loss or damage resulting from the misuse of Client login names and passwords.
- 14 DEFINITION OF TERMS.** In addition to any other terms set forth in this Agreement, including all Exhibits, the following terms shall have the following meanings:
- 14.1 Acceptable Use Policy** means PowerPlan's acceptable use policy in effect at the time Subscription Services are provided and available at <https://info.powerplan.com/AUP>. During the Initial Subscription Services Term, the Acceptable Use Policy shall not be materially different than under the policy in effect on the Effective Date.
- 14.2 Affiliate** means those entities that are controlled by, controlling, or under common control with Client. "Control" as used in this definition means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
- 14.3 API** means PowerPlan's application programming interfaces, as well as other PowerPlan code made available through the Hosted Software that allow other software products to communicate with or call on the Hosted Software or Platform provided under this Agreement. APIs include callable interfaces, tables, files, and database management system entry points such as tables, views, and stored procedures.
- 14.4 Application Database** means the tables, designs, layouts, relationships, data formats, data architecture, data model, data schema, and data structure created and used by PowerPlan in connection with the Hosted Software, or being emitted to or from the APIs, and any scripts used to load or extract data to or from the Hosted Software.
- 14.5 Authorized User** means a named individual authorized by Client to use the Hosted Software, who has been supplied with user credentials for the Hosted Software by Client or by PowerPlan at Client's request (thus, counting against the maximum number of named users allotted in an applicable Order Form).
- 14.6 Authorized Vendor** means any third party who is not an employee of Client or its Affiliates that is engaged by Client for services and needs access to the Subscribed Products, APIs, or Deliverables. No entity or person that is engaged in the business of developing and marketing products that are, or are intended to be, substitutable for PowerPlan's products may be an Authorized Vendor.
- 14.7 Client Data** means the information provided by Client or its Personnel in support or furtherance of performance of Maintenance Services or Professional Services. Client Data does not include Hosted Data.
- 14.8 Confidential Information** means any information that is of value to its owner or is required to be kept confidential by contract or otherwise. Confidential Information includes, but is not limited to, the following: trade secrets, proprietary information, technical processes and formulas, the Hosted Software, Source Code of the Hosted Software, user interface of the Hosted Software, features and functions of the Hosted Software, Application Database, Documentation, Deliverables, benchmark and performance test results, product designs, any sales, cost, and other unpublished financial information, product and business plans, projections and marketing data, Client Data, and Hosted Data. Confidential Information does not include information: (i) generally known to the public through no act or omission of recipient; (ii) independently developed by the recipient without use of or reference to the discloser's Confidential Information; and (iii) obtained by recipient from any third party not owing any confidentiality obligation to the discloser. For purposes of clarity, PowerPlan's and Client's obligations to keep Confidential Information confidential shall not apply to Confidential Information that PowerPlan or Client are required to disclose by law (but only to the extent of such required disclosure), including, but not limited to disclosures Client may be required to make under the California Public Records Act.
- 14.9 Deliverable** means documents and materials delivered or made accessible to Client by PowerPlan in the provision of Professional Services. Deliverable does not include Hosted Software, Application Database, APIs, Integrations, Documentation, or Source Code of the Hosted Software.
- 14.10 Documentation** means the user guide(s), installation instructions, user instructions, release notes, manuals, and on-line help files in the form generally made available by PowerPlan to its customers regarding the use of the applicable Hosted Software or API, including the minimum hardware, software, operating system, and other system and configuration requirements for the proper use of the Hosted Software or API, as updated from time to time.
- 14.11 Error** is defined in the Maintenance Policy.



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- 14.12 Error Correction** is defined in the Maintenance Policy.
- 14.13 Exhibit** means any Order Form, Attachment, Exhibit, or SOW attached to this Agreement or incorporated by reference from time to time.
- 14.14 Fees** means Professional Services Fees, Subscription Fees, and all other fees payable to PowerPlan under this Agreement.
- 14.15 FMLP** means future minimum lease payments, as defined in accordance with Generally Accepted Accounting Principles ("GAAP").
- 14.16 FMLP Value** is defined as the aggregate of the net book value of all lease payments over the lease term that Client and Affiliates are or can be required to make, as defined and measured by GAAP. If Client or any Affiliate is a publicly-traded company or otherwise files or publishes publicly-available information related to FMLP, Client's FMLP Value will be deemed to be as stated in Client's or such Affiliate's, as applicable, published financials or other statements (e.g., the annual financial report or quarterly/interim financial reports required by the applicable securities commission with regulatory oversight; FERC form filings; etc.) and this source information will be used to determine whether the contractually stated Maximum FMLP Value designated on an Order Form has been exceeded.
- 14.17 Hosted Data** means the data that an Authorized User loads into the Hosted Software or processes or stores using the Hosted Software.
- 14.18 Hosted Software** means the Object Code version of the software module(s) identified on the Order Form, including all Modifications thereto, made available remotely over the Internet via Subscription Services. Hosted Software does not include any Deliverables.
- 14.19 Integration** means an individual process that moves Hosted Data in or out of the Hosted Software with a unique data criterion for extraction or loading, which is in PowerPlan's base API catalog. Integration framework is defined as extract, transform, load (ETL). Inbound Integrations support the standard loading of Hosted Data into the Hosted Software. Outbound Integrations support the standard extraction of Hosted Data from the Hosted Software. Transformation of Hosted Data that is not contained within the application and application API as delivered is considered a customization and not covered by Maintenance Services.
- 14.20 Intellectual Property Rights** means any and all rights existing from time to time in any jurisdiction under copyright law, patent law, trade secret law, confidential information law, trademark law, unfair competition law, or other similar rights.
- 14.21 Maintenance Policy** means PowerPlan's standard subscription maintenance, in effect at the time Subscription Services are provided and available at <https://info.powerplan.com/SubscriptionMaintenancePolicy>. During the Initial Subscription Services Term, the maintenance services and obligations in the Maintenance Policy shall not be materially different than the services and obligations provided under the policy in effect on the Effective Date.
- 14.22 Maintenance Services** means the maintenance and support provided by PowerPlan per the Maintenance Policy.
- 14.23 Managed Services Policy** means PowerPlan's managed services policy in effect at the time Subscription Services are provided and available at <https://info.powerplan.com/ManagedServicesPolicy>. During the Initial Subscription Services Term, the managed services and obligations in the Managed Services Policy shall not be materially different than the services and obligations provided under the policy in effect on the Effective Date.
- 14.24 Modification** means any enhancement, Release, Error Correction, derivative work, or other change.
- 14.25 Object Code** means machine-readable computer software code generated from Source Code by a compiler, interpreter, assembler, or similar technology.
- 14.26 Order Form** means the document executed by the parties that specifies the Subscribed Products that PowerPlan agrees to make available to Client via the Subscription Services in accordance with this Agreement.
- 14.27 Patch** is defined in the Maintenance Policy.
- 14.28 Personnel** means an employee, contractor, agent, or consultant who is employed by or provides services to an entity. Personnel does not include any Authorized Vendors.
- 14.29 Platform** means the information technology infrastructure, including computers, servers, hardware, databases, database management systems, networks, communications infrastructure, devices, websites, and third-party software used by PowerPlan to provide access to the Hosted Software pursuant to a subscription for Subscription Services.
- 14.30 PP&E** means property, plant and equipment, as defined in accordance with GAAP.
- 14.31 PP&E Value** is defined as the aggregate of the net book value of all PP&E of Client and Affiliates, as defined and measured by GAAP. If Client or any Affiliate is a publicly-traded company or otherwise files or publishes publicly-available information related to PP&E, Client's PP&E Value will be deemed to be as stated in Client's or such Affiliate's, as applicable, published financials or other statements (e.g., the annual financial report or quarterly/interim financial reports required by the applicable securities commission with regulatory oversight; FERC form filings; etc.) and this source information will be used to determine whether the contractually stated Maximum PP&E Value designated on an Order Form has been exceeded.
- 14.32 Privacy Notice** means PowerPlan's privacy notice in effect at the time the Professional Services or Subscription Services are provided and available at <https://powerplan.com/privacy-notice>.
- 14.33 Professional Services** means the SOW Services and Additional Services provided by PowerPlan.
- 14.34 Professional Services Fees** means the fees payable by Client for the Professional Services.
- 14.35 Release** means a Version, Service Pack, or Patch that PowerPlan makes available to Client as a part of Subscription Services.
- 14.36 Security Policy** means PowerPlan's security policy in effect at the time Subscription Services are provided and available at <https://info.powerplan.com/SecurityPolicy>. During the Initial Subscription Services Term, the applicable services and obligations in the Security Policy shall not be materially different than the services and obligations provided under the policy in effect on the Effective Date.
- 14.37 Service Level Policy** means PowerPlan's service level policy in effect at the time Subscription Services are provided and available at <https://info.powerplan.com/ServiceLevelPolicy>. The applicable services and obligations under the Service Level Policy shall not be materially different than the services and obligations under the policy in effect on the Effective Date.
- 14.38 Service Pack** is defined in the Maintenance Policy.
- 14.39 Services** means the Professional Services and Subscription Services provided by PowerPlan.
- 14.40 Source Code** means computer software program instructions that must be translated by a compiler, interpreter, or assembler into Object Code before execution.
- 14.41 SOW Services** means the installation, implementation, training, consulting and other services provided by PowerPlan in accordance with any SOW.



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- 14.42 Subscribed Products** means the Hosted Software and Documentation.
- 14.43 Subscription Fees** means the fees payable by Client for the Subscription Services.
- 14.44 Subscription Metrics** means the limitations on the usage of the Subscribed Products as designated on the applicable Order Form, including the maximum PP&E Value and FMLP Value.
- 14.45 Subscription Services** means the (i) services provided by PowerPlan to access and use the Hosted Software through the Platform during the Subscription Term, and (ii) Maintenance Services. Subscription Services do not include Professional Services or Deliverables.
- 14.46 Time and Materials Rates** means, unless otherwise provided on an Order Form or SOW, PowerPlan's standard quoted rates for time and materials at the time the Professional Services are performed.
- 14.47 Version** is defined in the Maintenance Policy.
- 14.48 Workaround** is defined in the Maintenance Policy.



EXHIBIT M
Order Form

Order Form

As it relates to the Hosted Software specified herein, this Order Form dated September 15, 2024 (the "Order Form Effective Date") is subject to the terms of the Master Hosted Software Subscription and Services Agreement between Department of Water and Power of the City of Los Angeles ("Client") and PowerPlan, Inc. ("PowerPlan") with an effective date of December 15, 2023 (the "Agreement"). All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement.

Client: Department of Water and Power of the City of Los Angeles	Purchase Order #:
Address: 111 N Hope St., Los Angeles, CA 90012-2607	If No P.O. Required Check Here <input type="checkbox"/>

New Hosted Software Subscription

Initial annual Subscription Fees will be invoiced upon execution of this Order Form. Client hereby agrees to an Initial Subscription Term commencing on the Order Form Effective Date through September 14, 2029.

Hosted Software	Initial Annual Subscription Fees	Subscription Fees Increase during Subscription Initial Term	Payment Terms	Maximum PP&E Value
Lessor Accounting (A-2B) Lessee Accounting (A-2) Asset Accounting (A-1) Charge Repository (CR-1) Project Unitization (PA-1) Project Accounting (PA-2)	\$596,000 (USD)	No more than 7% annually	Net 30	Not to Exceed: \$28 Billion (USD)

New Hosted Software Subscription

Client hereby agrees to an Initial Subscription Term commencing on September 15, 2026, through September 14, 2029. Subscription Fees will be invoiced prior to commencement of the Initial Subscription Term.

Hosted Software	Initial Annual Subscription Fees	Subscription Fees Increase during Subscription Initial Term	Payment Terms	Maximum PP&E Value
PowerPlan EAM Adapter for use with Maximo (IF-2)	\$181,000 (USD)	No more than 7% annually	Net 30	Not to Exceed: \$36 Billion (USD)

Special Notes:

1. Client may cancel the purchase of Subscription Services for PowerPlan EAM Adapter for use with Maximo for convenience by giving written notice to PowerPlan on or before March 15, 2026. For the avoidance of doubt, after March 15, 2026, Client will no longer have the right to cancel the purchase of Subscription Services for PowerPlan EAM Adapter for use with Maximo for convenience. Client shall not receive a refund of any pre-paid Subscription Fees as a result of such cancellation.
2. The Authorized Application Administrator will be granted the right to maintain, control, and administer the access and security privileges of each Authorized User, including the right to enable and disable the access of any Authorized User and to designate other Authorized Application Administrators. With the execution of this Order Form, Client authorizes PowerPlan to enable such individual to have such rights. However, Client may change the Authorized Application(s) Administrator at any time.
3. Data Center Region (check one for choice):

☐ Australia

☐ Canada

☐ European Union

☒ United States

Additional Subscription Metrics:

Maximum Number of Named Users	20
Maximum Number of Environments	3: Development, Test, and Production
Maximum Total Amount of Cloud Storage (GB)	1500
Maximum Number of Integrations	4
Maximum Number of Integration Hub Agents	2: Production and Non-Production



EXHIBIT M Order Form

Billing / Accounts Payable Contact

Software Delivery Contact

*Authorized Application Administrator

Name: Anthony Law	Name: Anthony Law	Name/Title: Anthony Law
Address: 111 N Hope St. Los Angeles, CA 90012-2607	Address: 111 N Hope St. Los Angeles, CA 90012-2607	Address: 111 N Hope St. Los Angeles, CA 90012-2607
Phone: 213-367-1658	Phone: 213-367-1658	Phone: 213-367-1658
Email: anthony.law@ladwp.com	Email: anthony.law@ladwp.com	Email: anthony.law@ladwp.com

The pricing set forth in this Order Form is valid if signed by Client by September 14, 2024. Client's execution of this Order Form shall constitute an offer from Client to procure from PowerPlan the Subscription Services for the Hosted Software listed herein. Such offer can only be accepted by PowerPlan signing this Order Form. After signing, PowerPlan will send to Client a fully signed copy of this Order Form, which sending shall constitute PowerPlan's acceptance and cause this Order Form to become effective. PowerPlan reserves the right to reject Client's offer at PowerPlan's sole discretion.

Department of Water and Power of the City of Los Angeles PowerPlan, Inc.

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Signed by:

F9D96234F7404BC...

Kevin Janflone

Chief Financial Officer