



AGENDA ITEM NO.: 4.J.1
MEETING DATE: 03/18/2024
ADMINISTRATIVE REPORT NO.: 2024-50
ACTION: BY MOTION

To: Honorable Public Utilities Board

Submitted by: / S /
Steve Chiu
Chief Utility Technology Officer

From: Steve Chiu
Chief Utility Technology Officer

Approved by: / S /
Nicolas Procos
General Manager

Subject: By Motion, Requiring Four-Fifths Vote, Authorize the General Manager to Sole Source Award and Execute a Five-Year Services Agreement with Harris Computer Corporation for a Total Cost Not to Exceed \$371,633 for NorthStar Cloud Migration and mCare6 Upgrade Implementation Services and Annual Licenses

RECOMMENDATION

By motion, requiring four-fifths vote, authorize the General Manager to sole source award and execute a five-year services agreement with Harris Computer Corporation for a total cost not to exceed \$371,633 for NorthStar Cloud Migration and mCare6 upgrade implementation services and annual licenses.

BACKGROUND

Alameda Municipal Power (AMP) utilizes the Harris NorthStar (NorthStar) platform as its Customer Information System (CIS). The CIS is one of AMP's essential platforms that provides customer and billing management functions and serves as the source of customer and billing data for many integrated platforms such as the geographic information system (GIS), meter data management system, customer portal, and field service order management.

AMP also utilizes NorthStar's native mCare mobile service order management module that allows AMP's office staff to coordinate and manage work with field and service staff digitally and bi-directionally. This includes field service work and functions such as those related to electric service and meters.

While still actively supported and maintained, AMP's NorthStar CIS and mCare platforms are multiple major iterations below the currently recommended software version, operating on an on-premises infrastructure on server operating systems that also require upgrades to their current versions. Upgrading the software platform and server operating systems will provide the latest functionality, bug fixes, and security.

DISCUSSION

With the NorthStar CIS, mCare, and server operating systems falling below the recommended software version levels, AMP staff worked with Harris Computer Corporation (Harris) to explore upgrade options. Harris provided pricing for an on-premises upgrade as well as for a cloud-hosted migration upgrade. The one-time costs of the upgrade and migration services to the cloud were actually less compared to an on-premises server upgrade (\$76,933 vs \$82,828), with the caveat that migrating to the cloud will incur recurring hosting and licensing costs. After further evaluation from staff in the various business units that utilize the NorthStar and mCare platforms, it was concluded that the recurring costs associated with cloud hosting would ultimately provide the greater value as the benefits of the cloud platform, such as high-availability and cloud resiliency/business continuity, would benefit AMP's operations and provide future proofing for years to come. Additional benefits of the cloud-hosted migration also include:

- NorthStar application experts and dedicated Amazon Web Services (AWS) certified team to perform database management, patches, updates, data backups, optimization, security, and server updates.
- Improved reliability, availability, and performance via industry-leading cloud infrastructure.
- Disaster recovery readiness via in-place redundant components in AWS cloud.
- Monitoring and alert services.
- Modern future-proofed and scalable infrastructure.

AMP has a proven track record with the NorthStar hosted cloud as it has been leveraging its services for the customer portal platform which has had a reliable uptime since inception over a year ago.

The mCare mobile service order platform has been successfully utilized daily to manage work with field personnel. While still functional, it remains on an outdated platform and an outdated web-based user interface. mCare6 provides major improvements in data security, user interface, and native mobile tablet or smartphone application support. Additional benefits include:

- Real-time data synchronization with the CIS
- Accessibility options via native apps or web browser
- Offline support when internet connectivity is unavailable
- Ability to capture barcodes and images from mobile devices
- Cloud hosting for improved reliability and security
- Drag-and-drop modern interface

Staff recommends sole sourcing the procurement of the upgrade and cloud migration of these essential systems to Harris as they are the sole provider of the software and services. The one-time cost for upgrade, migration, and implementation services is \$124,483 and the annual subscription and services costs are \$48,430, paid annually for a term of five years. Additionally, there is an estimated \$5,000 in travel expenses for training and go-live services which are recommended to be done on-site. The total not-to-exceed amount of this agreement is \$371,633.

FINANCIAL IMPACT

There are sufficient funds in the fiscal year (FY) 2024 capital budget for the implementation milestones that will be incurred in FY 2024. The remaining payment milestones will be budgeted in FY 2025. Annual subscription and licensing costs will be budgeted annually through the term of the contract.

LINKS TO STRATEGIC PLAN AND METRICS

Business Resiliency, Strategy 1: AMP will develop an asset management plan to guide efficient capital and maintenance expenditures which improve system operations and resiliency.

Technology: AMP must optimize its technology to meet its evolving business environment.

EXHIBITS

- A. NorthStar Cloud Migration + mCare6 Implementation Statement of Work
- B. Cloud Hosting and Technical Services Agreement



Statement of Work:
NorthStar Cloud Migration + mCare6 Implementation
Alameda Municipal Power

May 11, 2023
Version 2.0

SOW VALID UNTIL: November 1, 2023

Revision Control**Document Title: Alameda – NorthStar Cloud CIS Migration + mCare6 Implementation SOW**

Version	Date	Author	Details / Comments
Version 1.0	2023-05-11	Andrea Evans	Initial version of the document.
2.0	2023-07-12	Andrea Evans	Alter migration to exclude mcare legacy, install mcare6 in the cloud –1) Cloud Migration 2) mCare6, payment milestones, adding AWS named user licenses
3.0	2023-10-05	Andrea Evans	Discount on cloud, licenses adjusted
			Integrations updated and 6.7 update
4.0	2024-01-23	Andrea Evans	Redlines reviewed/accepted

1 INTRODUCTION

Alameda Municipal Power, *hereafter referred to as "Alameda"*, will be engaging in a two-part project. The first will be migrating the NorthStar CIS and RAW solutions, as well as add on applications from the current environments to NorthStar's Cloud Server and updating the CIS to the latest update on 6.7.X, and secondly, installing mCare6 to be deployed in the new Cloud environment. Alameda will be engaging NorthStar Utilities Solutions, an unincorporated division of N. Harris Computer Corporation ("*NorthStar*") to assist with the migration to a Cloud Environment and the implementation of mCare6.

The purpose of this document is to provide information on the scope of work and level of effort associated with NorthStar's involvement with the NorthStar CIS migration and mCare6 implementation.

1.1 Objective

This Statement of Work (SOW) defines the work to be performed by NorthStar, an unincorporated division of N. Harris Computer Corporation, for the NorthStar migration project. This SOW includes a high-level timeline, fees, and other terms and conditions specific to the services requested by Alameda. Any additional requests for services that are not defined within this SOW will result in change orders with applicable fees.

Changes to this document shall be made through a change management process as described later in this SOW.

2 SERVICE DESCRIPTION

2.1 Areas within Scope

Migration Scope – CIS Migration to the Cloud

All migration activities to be performed remotely, unless otherwise requested or specified.

The scope of this statement of work is to migrate Alameda’s NorthStar CIS and RAW from the current servers to a new NorthStar Cloud.

NorthStar applications to be ported to the new Alameda environment include:

- NorthStar CIS
- Meter Exchange
- Reports Anywhere (Cognos)
- Rest API
- eDocs
- EIS

Other Supported Integrations to Note:

- Paymentus
- SmartWorks
- Cayenta
- Dataprose
- eBill module
- Landis+Gyr AMI
- Itron MVRS

Migration Notes:

In addition to the cloud migration efforts, NorthStar will configure a database synchronization to an on-premise SQL 2019 environment. This will have incremental 10-minute backups performed and placed on a network accessible by Alameda. Alameda is responsible for importing into their local SQL environment.

SilverBlaze is already hosted in the cloud and will need to be redirected to the CIS.

2.1.1 Migration Approach – CIS and Add Ons Migration

A NorthStar Project Manager (PM) will be the primary point of contact for Alameda on the NorthStar CIS, mCare and RAW migration. The PM has the overall accountability to successfully deliver the services required for a successful migration and software update within agreed upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Alameda assigned PM.

- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Alameda and provide regular status reports throughout the migration project.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.

2.1.2 NorthStar CIS, RAW and add ons Installation – CIS Migration

- Backup the NorthStar CIS, mCare, RAW database from the existing production server.
- Restore backup and configure database access to new NorthStar servers.
- Install NorthStar CIS, mCare and RAW applications on new servers.
- Install NorthStar Navs and configure access to NorthStar mCARE and SilverBlaze TEST instances.
- Perform installation sanity testing prior to turning the system over to Alameda for validation.

2.1.3 NorthStar CIS Data Refreshes - CIS Migration

- NorthStar will perform 2 data refreshes throughout the migration project. The initial data refresh will be included with the installation of NorthStar for UAT. The second data refresh will be performed upon Go LIVE cutover. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project.

2.1.4 User Acceptance Testing - CIS Migration

- Upon deployment and update of the NorthStar CIS into new environment, Alameda will have twenty (20) business days for acceptance testing, during which time, issues reported within the 20 days will be resolved at no charge provided they are part of the original scope of work. At that time the Go LIVE will be scheduled on agreement from Alameda.
- If a project delay is encountered due to external factors outside of NorthStar's control, and User Acceptance Testing needs to extend beyond the 10 business days window for UAT remediation testing NorthStar and Alameda will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

2.1.5 6.7.X Training – CIS Migration

- NorthStar to provide an overview and up to 4 hours of training on CIS 6.7

2.1.6 Go LIVE Cut Over Preparation – CIS Migration

- NorthStar and Alameda will develop a full checklist of all cut over activities including timing and responsibilities.

2.1.7 *Go LIVE Cut Over – CIS Migration*

- Go LIVE cut over for will be performed over a single weekend. *As this work must be performed over a weekend an after-hours premium applies to this service.*
- Create a web page announcing that the web portal is unavailable during the final Go LIVE cut-over and disable the page once the migration activity is complete. No payments will be posted during the maintenance window.
- Restore CIS database backup from production.
- Redirect mCare, EIS and eDocs, SilverBlaze production servers to new NorthStar CIS LIVE environment upon Go LIVE.
- Provide up to 4 hours of dedicated testing support to Alameda during Go LIVE weekend.

2.1.8 *Post LIVE – CIS Migration*

- Provide dedicated post LIVE support for ten business days after each Go LIVE cut over prior to transition back to NorthStar Support Services.
- Install the NorthStar CIS, add ons, and RAW on the new non-production servers.
- Backup the NorthStar CIS database from the new production server.
- Restore backup and configure database access to new non-production server.
- Redirect NorthStar add ons, mCare and SilverBlaze non-production servers to new CIS new non-production server.

2.1.9 *Alameda Responsibilities – CIS Migration*

Following are the key responsibilities of Alameda under this agreement:

- Setup an on-premise SQL 2019 environment for the data synchronization to be imported to.
- Configure peripheral devices (printers, scanners, cash drawers, etc.).
- NorthStar provides Operational System and DBMS licenses for applications hosted in our Cloud offering. It does not include dependencies installed on the customer network (on-premise).
- NorthStar provides valid SSL certificates for applications hosted in our Cloud offering. It does not include certificates for on-premise dependencies, such as APIs or 3rd party software. If requiring a customized URL other than the default NorthStar URL, Alameda is responsible to approve the certificate generation upon the Certificate Authority used by NorthStar.
- DNS (Domain Name System) configurations for domains not under NorthStar responsibility.
- Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any server that the NorthStar applications reside on for the duration of the project

- If the hosted application needs to connect with non-hosted application (on-premise), Alameda is responsible for network configurations on the customer side to establish network communication. This configuration might include:
 1. Exposing some on-premise APIs to the internet, using HTTPS, and filtering by source IP address. NorthStar supports the HTTPS installation in NorthStar products, but the network configuration and the SSL certificate are Alameda's responsibility.
 2. Installing a site-to-site VPN. NorthStar will try to use the internet over SSL and IP filtering to reduce the complexity. However, if a VPN is mandatory, Alameda is responsible to provide, configure, and maintain the VPN peer on the customer side.
 3. Allowing SFTP connection from the customer network to the hosted environment. This is necessary for file-based integrations other than API integration.
- Creating users at the operating system level for non-hosted application, if required
- Conducting Acceptance testing
- Leading Go LIVE activities

mCare6 Implementation Scope

All activities to be performed remotely, unless otherwise stated.

NorthStar will deploy two instances of the mCare6 platform and applications in the Alameda environment: one Test instance and one Production instance.

2.1.10 Project Management – mCare6

A NorthStar Project Manager (PM) will be the primary point of contact for Alameda on the mCare 6 implementation. The PM has the overall accountability to successfully deliver the services required for a successful mCare 6 implementation within agreed upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Alameda assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Alameda.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.

2.1.11 mCare6 Installation & Configuration

- Alameda IT will be responsible for obtaining and installing the necessary applications detailed in *Appendix A – Hardware Requirements* prior to the installation of mCare 6 prior to the kick-off of the mCare 6 project.
- **mCare 6 has dependencies on the NorthStar CIS database and code libraries being up-to-date. Alameda's production environment will need to be patched up to the latest CIS maintenance**

release prior to the commencement of the mCare 6 project.

2.1.12 Discovery Session

A NorthStar Consultant will conduct a discovery session with Alameda as it relates to their use of the NorthStar CIS in relation to mCare today; ex: Service Orders, etc. This session will also include a product overview of mCare 6.

2.1.13 mCare6 Training Onsite End User Training; 4 days onsite

mCare6 Administrator Training Session:

- mCare Administrator training is held with those users who will be responsible for maintaining the application post Go LIVE. This session will be a combination of hands-on configuration and process training. The NorthStar Consultant will show administrators how to manage users, roles and permissions and will familiarize them with those elements of the mCare application that they have the ability to update and/or add content to. An example of administrator training is installing and configuring the mCare Field App.

mCare6 Dispatch Training Session

- The mCare Dispatch training session will introduce those who will be responsible for assigning work to Field Service Representatives. As part of the session we provide a walk-through of the basic functionality to assist with understanding the mCare solution and features to managing service orders and requests.

mCare6 Office Training Session

- The mCare Office training session will introduce those who will be responsible for reviewing and approving field completed work by FSRs. As part of the session we provide a walk-through of the basic functionality to assist with understanding the mCare solution and features to managing service orders and requests.

mCare6 Field Service Representative Training Session

- The mCare FSR training session will introduce those who will be responsible for carrying out work in the field to mCare features for mobile devices.

2.1.14 User Acceptance Testing (UAT) – mCare6

- NorthStar will provide Alameda UAT test plan and the mCare 6 User Guide for User Acceptance testing. Upon completion of testing Alameda will submit a signed copy of the UAT test plan confirming all areas of mCare 6 have been successfully reviewed as a prerequisite for NorthStar to schedule the Go LIVE activities.
- Alameda will have two weeks to complete the initial round of User Acceptance Testing. During that two-week period NorthStar will work with Alameda to remediate all priority 1 issues. Alameda will then have one week of final Acceptance testing prior to scheduling Go LIVE.
- If a project delay is encountered due to external factors outside of NorthStar’s control, and User Acceptance Testing needs to extend beyond the initial two week and subsequent one week windows for UAT remediation testing NorthStar and Alameda will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

2.1.15 Go LIVE and Go LIVE Support – mCare6

- NorthStar will deploy mCare 6 to production; including clearing the mCare database and repointing to NorthStar production database.
- NorthStar will create a copy of the mCare 6 instance which will become mCare TEST.
- NorthStar will provided dedicated support for 10 business days post Go LIVE before transitioning to NorthStar Support Services.

2.1.16 Alameda Responsibilities – mCare6 Implementation

- Purchasing MS-SQL license – if required.
- Mobile devices ready to run mCare Field App.
- Installing and configuring mCare Field App
- Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any server that the NorthStar applications reside on for the duration of the mCare 6 project
- Ensuring that underlying infrastructure for mCare is acquired and installed by the required time per agreed upon project plan (Note: minimum specifications for servers and workstations should be discussed and agreed upon at commencement of project)
- Installing server with appropriate network connectivity
- Installing operating system and partitioning disk space
- Installing database software
- Creating users at the operating system level
- Installing VPN connection
- Configuring back up and maintenance routines for new database
- Testing hardware components and environment
- Conducting mCare Acceptance testing
- Leading Go LIVE activities
- Timely completion of the mCare Configuration checklist

Engagement Completion Criteria

The Engagement is deemed completed once the NorthStar add ons have been deployed to the Alameda production environment for ten business days and that any Priority 1 items raised during that period have been resolved. NorthStar has the exclusive right to classify call types according the definitions below.

Call Type	Definition
Priority 1 – Urgent or High Priority	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Impacts Critical Business Function without a workaround • Performance issues of severe nature impacting critical processes.
Priority 2 – Medium Priority	<ul style="list-style-type: none"> • System errors that have workarounds • Impact to business function is not critical: <ul style="list-style-type: none"> • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
Priority 3 – Low Priority	<ul style="list-style-type: none"> • Minimal or no impact to critical business function • Report formatting issues • Training questions, how to, or implementing new processes • Aesthetic issues • Issues with workarounds for large majority of accounts • Recommendations for enhancements on system changes • Questions on documentation

2.2 Areas Out of Scope

Anything in this section and not listed in the above “Areas within Scope” is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

CIS Migration to the Cloud

- Migrating scheduled jobs or automated scheduled tasks.
- Migrating mCare legacy solution

mCare6 Implementation in the Cloud Environment

- Single Sign-on Authentication with mCare 6 and CIS
- Integration with a GIS system.
- Supporting third party workforce and service order integration
- Any customizations made to mCare 1 that are not part of current functionality within mCare 6.
- Any standard mCare 1 functionality that is not part of current functionality within mCare 6.
- Go LIVE cutover taking place on during regular business hours. If the customer requires a Go LIVE on a weekend or weekday evening outside of business hours, a change order for the overtime work may be required.
- Training of Alameda’s customers.

3 ESTIMATED TIMELINES

3.1.1 CIS and Add Ons Migration to the Cloud

The estimated duration of this engagement is approximately 3 months.

Timeline	Activities
Month 1	<ul style="list-style-type: none"> Alameda Environment Preparation Project Kick Off NorthStar CIS, eDocs, EIS, RAW Installation & Configurations NorthStar Internal Sanity Testing
Month 2	<ul style="list-style-type: none"> Alameda Testing & Issues Remediation
Month 3	<ul style="list-style-type: none"> 6.7 Training Go LIVE Cut Over Preparation Go LIVE Cut Over Post LIVE Support Create CIS, RAW TEST Instances Transition to Support Services

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Alameda of any increase in effort and will provide Alameda with a Change Order according to section 4 Change Management Process. These factors include:

- Data:
 - Data clean-up (if required) by Alameda.
 - Amount of data – consideration needs to be given to the amount of historical data required and how long it will take to obtain the data.
- Peripherals:
 - If Alameda has special print handling – paper source, special commands, this will create additional effort.
 - An increase or replacement of equipment with the migration (i.e. cash drawer).
- Project Resourcing:
 - In the event that Alameda staff is unable to be dedicated to the agreed upon project plan, resulting in an extension of the timeline, NorthStar will evaluate the need for a Change Order for additional Project Management and dedicated support services to extend the project timeframe.

3.1.2 mCare6 Implementation Estimated Timeline

The estimated duration of this engagement is approximately 8 weeks. The possibility and feasibility of a reduced duration will be evaluated during the Customer Preparation phase as it will depend on availability of resources and involvement of Alameda Team members. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline. Alameda will review, provide comments on, and provide NorthStar with approval of the project plan and timeline.

Timeline	Phase Activities
Week 1	<ul style="list-style-type: none"> Project Kick Off Customer Preparation
Week 2	<ul style="list-style-type: none"> mCare 6 Installation mCare Functional Review
Week 3	<ul style="list-style-type: none"> mCare Configuration & Training Onsite
Week 4	<ul style="list-style-type: none"> User Acceptance Testing & Issues Remediation
Week 5	<ul style="list-style-type: none"> User Acceptance Testing & Issues Remediation
Week 6	<ul style="list-style-type: none"> Go LIVE Post Go LIVE Support
Week 7-8	<ul style="list-style-type: none"> Post Go LIVE Support Transition to Support Services

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Alameda of any increase in effort and will provide Alameda with a Change Order according to section 4 Change Management Process. These factors include:

- Project Resourcing:
 - In the event that Alameda staff is unable to be dedicated to the agreed upon project plan, resulting in an extension of the timeline, NorthStar will evaluate the need for a Change Order for additional Project Management and dedicated support services to extend the project timeframe.

4 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Alameda and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all change requests. NorthStar shall have no obligation to commence work and Alameda shall have no obligation to pay in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard Change Order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Alameda shall either indicate acceptance or rejection of the proposed change by signing the Change Order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Alameda acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

on fixed price plus any travel and logistics (T&L) which may be required. Any mutually agreed upon change controls will be billed at the standard NorthStar hourly rate when incurred. Price excludes any applicable taxes.

This project will be a two-part payment schedule which will require separate payment milestones for each project component.

Component One: CIS Migration to the NorthStar Cloud + Segregated Database Environment

Services:

1. 55% due on contract signature
2. 15% due on based solution installed within Alameda's non-production environment
3. 15% due 20 business days from deployment to non-production environment
4. 10% due on Go LIVE
5. 5% due on Migration Project Acceptance

Annual cloud hosting subscription (maintenance) and additional AWS named User Licenses:

Please refer to the separate cloud hosting agreement for specific details in section 2.5 on the hosting term. Annual Maintenance and Support Fees are due on signing and then billed annually thereafter on anniversary of date. Annual Maintenance and Support Fees are due 30 days from invoice date

Component Two: mCare6 Implementation

Services:

1. 55% due on SOW signing
2. 20% due on installation of mCare6 software in the customer environment on a non-production or production server.
3. 15% due on move to production environment
4. 10% due 10 business days post go-live

Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

5.3 Travel and Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement.

Any travel time will be billed at \$75/hour. Alameda shall also pay or reimburse travel expenses plus a per diem reasonably incurred in furtherance of NorthStar duties hereunder.

6 TERMINATION

Unless NorthStar and/or Alameda exercises its right to terminate this SOW due to material breach or default, NorthStar must provide, and Alameda must purchase, services from NorthStar for the items defined within this SOW.

If Alameda and/or NorthStar exercises its right to terminate this SOW due to material breach or default, or Alameda and/or NorthStar terminates this SOW without cause,

Alameda's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to NorthStar and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to NorthStar. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved travel and living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

7 PROJECT ASSUMPTIONS

The services, fees and delivery schedule for this engagement are based upon the following assumptions:

- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
- This engagement will be assigned sufficient priority with respect to other projects to ensure its success.
- Alameda will assign a Lead to act as an internal resource and guide throughout this engagement.
- Alameda Lead will be responsible for securing the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required. It is expected that the individuals involved will have experience in Alameda's day-to-day operations and will work closely with the NorthStar Consultants to resolve issues as required. The main purpose of this interaction is to provide a quick and consistent response to procedural issues.
- Alameda will provide access and support from the IT group and any other stakeholder, as deemed necessary by NorthStar throughout this engagement.
- Alameda agrees to facilitate any required corporate logistics for the fulfillment of this agreement.
- NorthStar will require local administrator rights or root access to the NorthStar servers throughout the migration project.
- All project activities to be performed remotely, via direct VPN access
- Alameda will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Alameda when accessing Alameda's network, facilities or systems.
- All documentation provided by Alameda shall be up-to-date and accurate or if that is not the case, advise NorthStar as such.
- All hardware, software, and network components supplied by Alameda are working properly and are free of defects.
- The environment that has been installed, configured, and validated during the migration implementation will become the production environment at Go LIVE. In the event this production environment is required to be migrated to another server after the initial installation a Change Order may be applicable.
- Once the CIS installation and update has been completed and connectivity has been confirmed, NorthStar strongly recommends that the environment remains static for the duration of the project. Troubleshooting performance or NorthStar functionality issues, resulting from environment changes, such as operating system updates and network modifications, is considered outside the scope of the migration project. Alameda will be issued a project change order for time incurred reviewing such issues. If at any point, it is confirmed that the issue is caused by NorthStar, all service charges will be waived.
- All third-party software and hardware products are assumed to perform correctly in Alameda environment, in accordance with the appropriate third-party vendor's specifications.
- To minimize project costs, majority of project work will be performed at one of the NorthStar's locations except for project activities where face-to-face is deemed more effective.

- Price does not include Alameda approved travel and living expenses that may be required as part of the delivery of the engagement. (i.e. air fare, car rental, gas, per diem and hotel) NorthStar will work with Alameda to identify most cost effective accommodations for Alameda's onsite activities that are mutually agreed upon.
- All data provided will be complete and clean. It is the responsibility of Alameda to clean data if deemed required due to the identification of inaccurate entries.
- Alameda resources will be available as required for acceptance testing. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the NorthStar Consultant to resolve issues as required. The main purpose for this interaction is to provide a quick and consistent response to procedural issues so that the NorthStar Consultant is not required to contact a large number of Users.
- mCare 6 may have dependencies on NorthStar database and code libraries being up-to-date. Alameda's NorthStar TEST environment will be patched up to the latest Maintenance Release prior to deployment of the custom mod. Note; mCare 6 testing phase may need to be extended based on the number of upgrade patches required to properly update the TEST environment to the NorthStar recommended release state.
- Alameda will secure, as required and in a timely fashion, the assistance and cooperation of third party vendors (e.g. CIS, AMI, Payment, Bill View) to ensure a successful mCare 6 implementation. A change control may be created if the third party vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
- Third party vendor solutions are able to provide information required by the mCare 6 as well as accept information provided by the mCare 6.
- The environment that has been installed, configured, and validated during the mCare 6 implementation will become the production environment at Go LIVE.
- Once the initial installation of mCare 6 has been completed and connectivity has been confirmed, NorthStar strongly recommends that the environment remains static for the duration of the project. Troubleshooting performance or mCare 6 functionality issues, resulting from environment changes, such as operating system updates and network modifications, is considered outside the scope of the mCare 6 project. Alameda will be issued a project change order for time incurred reviewing such issues. If at any point, it is confirmed that the issue is caused by NorthStar, all service charges will be waived.

8 DOCUMENT ACCEPTANCE AND SIGNOFF

Please sign and return to Andrea Evans at aevens@harriscomputer.com

Accepted on this day by:

Alameda Municipal Power

NorthStar Utilities Solutions

By: _____

By: Jerry Rahon

Name: Nicolas Procos

Name: Jerry Rahon

Title: General Manager

Title: VP, Sales & Marketing

Date: _____

Date: 02.05.2024

APPROVED AS TO FORM

DocuSigned by:
BY Lonnie Eldridge 2/9/2024
035ACD9AE5864F1...

Lonnie Eldridge
Special Counsel, City of Alameda

APPENDIX A - NORTHSTAR MCARE 6

Recommended iOS, Android, Windows 10 Tablet Specs:

- Screen Size 8" (~320 ppi density) or 9.7" (~264) (4:3 ratio)
- 1536 x 2048 pixels, 4:3 ratio
- GPU
- CPU dual-core 1.5 GHz (min 1.33 GHz)
- 2GB of RAM (min 1.5 GB)
- Back Facing Camera
- LTE or LTE adapter

Recommended Devices (Used in Development & Testing):

- Apple iPad Mini 4 8"
- Apple 5th Gen 9.7"
- Galaxy Tab S2 8"
- Galaxy Tab S2 9.7"
- Surface Pro 4 12.3"

Device Resolution Check

To check if device you are planning to use has the right resolution CSS width and CSS height, you can connect to the website below with the actual device

<https://www.mydevice.io/>

If you do not have access to the device, check the reference list below

(reference <https://www.mydevice.io/#compare-devices>)

To run mCare6 on your tablet you will need the CSS width to be min 750 pixels, CSS height to be min 1024 pixels.

You can also apply this formula if you do not have access to the device at this time and the device is not in the list above

- $\text{CSS Width} = \text{Physical Resolution Width} / (\text{Screen PPI} / 160)$
- $\text{CSS Height} = \text{Physical Resolution Height} / (\text{Screen PPI} / 160)$

Example: 1536 x 2048 pixels, 4:3 ratio (~320ppi density)

- $\text{CSS Width} = 1536 / (320 / 160) = \sim 768$
- $\text{CSS Height} = 2048 / (320 / 160) = \sim 1024$

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APPENDIX C – NORTHSTAR mCARE 6 FEATURE GUIDE

NORTH|STAR™
UTILITIES SOLUTIONS

mCare Feature Guide

[Sales & Marketing](#)

Date: March 8, 2019

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Overview

NorthStar’s mCare uses the latest innovative technology to allow service order information to flow seamlessly between the office and the field. The intuitive interface maximizes adoption through ease of use, and has been designed specifically for mobility over any device or browser. With robust offline capabilities, and a completely redesigned user interface, managing day-to-day in-field activities has never been easier.

This feature guide provides a comprehensive list of the features and functions available within mCare. As mCare is a role based application, the features are grouped by role.

Administrator

The mCare Administrator role is responsible for system configuration and user management. The Administrator accesses mCare through a browser interface.

Settings

Change default application configurations: Account administrators will have the capability to change the organization name, google analytics key, map engine, and the geocoding key based on the utility’s preferences and needs. System Administrators will also be able to configure the password strength rules for users.

Service Orders

Predefined Completion Notes: The system administrator can create a list of predefined terms and common sentences that the Field Service Representative (FSR) can choose when creating their completion notes.

Service Orders in the Field: FSRs will have the ability to create service orders while in the field. The Administrator will be able to determine which service order call codes or types can be created in the field by the FSRs.



Service Orders to be Auto-Completed: Administrators can select which types of service orders do not require manual approval. These service orders will skip being sent to a back office clerk for approval and will be sent directly to the CIS.

Service Orders With Special Meter Types: Administrators can highlight service orders based on specific criteria. mCare allows the administrator to group together specific types of meters and apply a color category to each one to make it easier for FSRs to identify special meter types.

Service Orders that Require Meter Read:

Administrators will be able to select which service orders require the FSRs to provide a meter reading before the service order can be completed.



Maximum Horizon for Service Orders:

Administrators can select which service orders are automatically shown if no other filters are applied. Administrators can select a date range and only service orders with a scheduled date in this range will show up.

Install Meter Option: Administrators can select which service orders contain an install action button. The button will be present when the FSR is working on a service order that is associated with a meter installation.

Removing Characters from Meter #: Administrators can set mCare to collect only numerical values of a meter number. If an FSR scans a meter number that is ABCD1234, mCare will automatically change the meter number to 1234 if these settings are configured.

Padding meter # with 0s: Administrators can configure mCare to pad the meter number entered by the FSR with zeroes. If the padding is set to 3 and an FSR enters the meter number 123, mCare will automatically interpret the meter number as 000123.



Service Order Card Priority Colors: A different color will show on each service order to indicate the level of priority. The color of the label to indicate the priority will be selected by the administrator, who can change the colors at any time.



Remove Meter Options: Administrators can select which service orders will contain the option for FSRs to remove a meter. During a meter removal, FSRs will have a list of meter statuses to select from

that match the status defined in the CIS. The administrator can select which meter statuses the FSR will be able to choose from. The administrator can select which status will automatically be set during a meter removal.

Change out Meter Option: Administrators will be able to select which type of service orders will show the FSR a “meter replace meter change-out” button.

Register Swaps: Administrators can select which service order call types allow FSRs to make register swaps.

Adjust Transponder ID: Administrators can select service order call types that will allow the FSR to make changes to transponders/ERTs.

Suppressed Time Bands: Administrators can hide ON, MID, OFF peak bands from meter cards on smart meters so that FSRs will not be required to enter reads for those time bands.

Service Order Expiry on an FSR Completion Screen: Administrators can select the number of days that a completed service order will remain on the FSR’s completion screen. After the set amount of days, the service orders will be auto-purged.

Rules for Linked Moves: Administrators can set the rules for linked moves to show a single service order card. Administrators will need to set the linked service order period for a move in/move out on the same premise to appear as a linked move.

Last Read from Bill Range: Administrators will set the range for how far back the system will look (in months) to find the last bill on the account, which is used to perform forecasting calculations for meter read validation purposes.

Variance Check Tolerance Value: The administrator will set the variance range for meter reading warnings. If a meter read is outside of this range the FSR will see a warning after they enter the read.

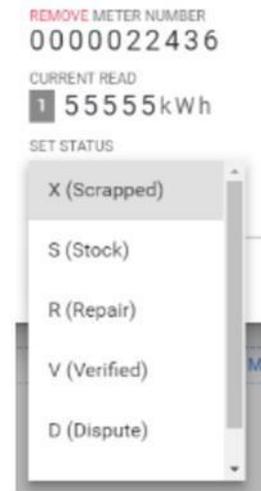
FSR Work Area Radius: The administrator will determine how large the FSR's work-area displayed on the mCare map is.

Shared Queues: Administrators can set up shared queues and grant FSRs permissions to these queues. FSRs with permission can then select work for the queue. These queues can be organized by type of work, physical location, scheduled time of the service order or the administrator’s preference. Administrators can create rules that will allow for specific service orders to automatically appear in a certain share queue.

FormSets: Administrators can create custom forms and add them as additional steps to specific service order types. FSRs will be required to complete the form when completing a service order.

User Management

Managing Users, Permissions, and Roles: Administrators will have the capability to add new users, set users’ role and permissions, reset a user’s password, and archive or suspend a user. For FSRs this will include setting which shared queues they belong to, which service orders they can claim from a shared queue, and assigning the FSR to a dispatcher. The administrator will be able to set service order viewing permissions for dispatchers and back office clerks.



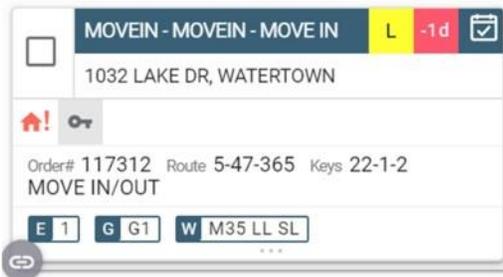
Dispatcher

The primary role of the Dispatcher is to manage the queue of service orders to ensure that work is properly assigned and that it is carried out in the correct priority and timeliness. The browser interface provides the following primary views: the dispatch cue, which contains the service order cards; a map of the service order locations; and a list of the FSRs that can accept work and the shared queues.

Service orders scheduled for dispatch: The dispatch queue lists service orders (types 1 to 5) that were created and scheduled by Customer Service Representatives (CSRs) in the CIS. It will only list service orders the dispatcher has access to. The list can be further filtered and sorted.

Service Order Cards: Dispatchers can view the service order card and expand the card by clicking in the white area of the card. The service order contains information including: call code, call type, type description, scheduling info, priority, number of days from the scheduled date, status of the service order, address, location alerts, notes from the service order, services/ meter types, and meter number.

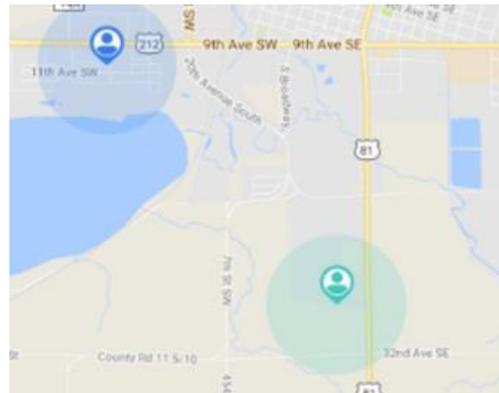
Linked Moves: For linked moves dispatchers will see both the service order cards stacked on top of each other. An alert will appear if there is a conflict due to multiple move-ins or move-outs on the same day for the same account.



Filtering and Sorting the Dispatch Queue: Dispatchers can filter and sort the dispatch queue for easier viewing of the service orders. The filtering options include changing the date range, call type, created by, cycle, route, order type, call code, priority, postal code, and region. More than one filtering criteria can be applied at the same time. Dispatchers can sort the list in ascending or descending order based on the

creation date, street name, call code, cycle, route, walk, region, scheduled date, and priority level.

Map functionality: Dispatchers will see the service orders on the map and can click on any service order to find it in the list of cards, or they can click on the individual service order card to find it on the map. Dispatchers can change the map view between map and satellite based on their needs. The transparent color-coded circle corresponds with the color assigned to each FSR. This circle is a circumference boundary of all orders currently assigned to the corresponding FSR. Dispatchers will be able to view if an FSR has accepted a service order and the order they plan to complete their work in.



Viewing an FSR's Availability: Dispatchers will be able to see the current list of FSRs that they can assign work to, whether that FSR is online or offline and the last time they were online.

Assigning Service Orders to an FSR: Dispatchers can assign a service order to an FSR by dragging the service order card and dropping it into the desired FSR's queue. Dispatchers can assign multiple orders at once by filtering and choosing the "select all" option.

Withdrawing Service Orders from an FSR: Dispatchers can remove a service order if the FSR has not already accepted the request.

Assigning Work to Shared Queues: Dispatchers can assign work to a shared queue by dragging and dropping the service order card into the queue.

Withdrawing Service Orders from a Shared Queue: If the service order has not been claimed by an FSR then the dispatcher can remove the service order from the queue.

Field Service Representative

Field Service staff primarily work within the mCare mobile application, which is available on either IOS, Android, or Windows mobile. The FSR uses mCare to provide a real time status of the work assigned to them or available to be worked on. mCare allows FSR's to prioritize work, receive instructions, and complete their service orders through a rich user experience. When FSRs open mCare they will be able to toggle between their pending, accepted and completed service orders and view them on the map.

Service Order Cards: FSRs can view the service order cards in any of the lists and expand the card by clicking in the white area of the card. The service order contains information including: call code, call type, type description, scheduling info, priority, number of days from the scheduled date, status of the service order, address, location alerts, notes from the service order, services/ meter types, and meter number.

Linked Moves: For linked moves the FSRs will see both the service order cards stacked on top of each other.

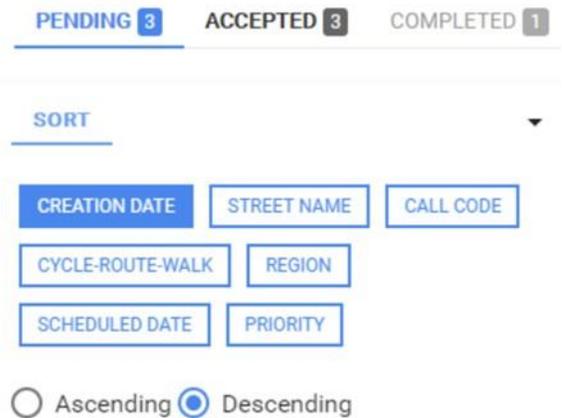
Sorting the Pending List of Service Orders: FSRs can sort the list of pending service orders in ascending or descending order based on the creation date, street name, call code, cycle, route, walk, region, scheduled date or priority code.

Claiming a Service Order from a Shared Queue: FSRs will only see service orders that they have authority to work on. Any service order from the shared queue can be claimed by the FSR and will be added into their pending folder. They can discard the service order from here and send it back to the shared queue if necessary.

Accepting a Service Order: FSRs can accept their pending service orders all at once or one by one.

Discarding a Service Order: FSRs can discard any service orders in their pending list and the service order will be sent back to dispatch or the originating shared queue.

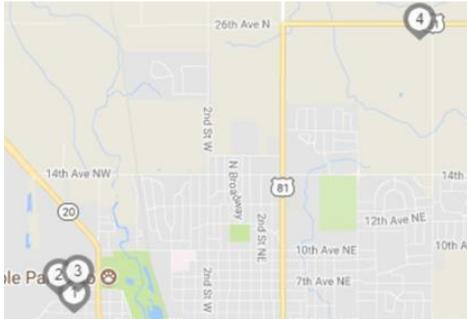
Sorting the Accepted List of Service Orders: FSRs can arrange the order they plan to complete their accepted service orders in by dragging the cards into the desired order.



Delaying a Service Order: If an FSR cannot complete a service order but would like to work on it the following day they can delay it and move it back into the pending folder. The service order will not be assigned to a different FSR.

Discarding a Service Order: FSRs can discard an accepted service order but will have to add a reason to the discard note. The service order will go back to the dispatch, with the entered note added to completion notes within the CIS.

Performing Work: When FSRs open the service order to perform work they will find the steps for the service order and an indication of which steps are mandatory. FSRs will be able to update location information including general notes, location keys and location warnings. FSRs will also be able to capture meter information such as a new meter read, removing, installing or replacing a meter. FSRs can record installing, replacing or removing a transponder/ ERT, adding or removing a PT/CT and replacing a register.



Editing a Completed Service Order: If a service order has not been reviewed and accepted in the CIS then the FSR may take it back to update it.

Creating a New Service Order Based on a Previous Service Order: FSRs can create a new service order in the field from the context of another pending, accepted or completed service order.

Email Notification: When an FSR completes a service order in the field, an email notification will be sent to the Customer Service Representative that created the service order.

Driving directions: FSRs will be able to click on a link to Google Maps that will provide turn by turn directions to the assigned address.

View Account History: FSRs will be able to view service order history for an account. The last 12 months of service orders on the account will be shown.

Security: FSRs can access mCare through the VPN or secure HTTPS protocol. The cached data on the device is encrypted.

Integrations: Images taken in the field by the FSRs will be sent to eDOCS or FileNexus.

Back Office Clerk

This office role uses a browser interface to review, manage, and approve service orders that require either validation or some other intervention before they can be completed. Back office clerks will see any of the following service orders to be manually approved depending on their permissions:

- Generic
- Moves into vacant
- Final moves
- Disconnects and reconnects
- Activate and deactivate service

Filtering Service Order Approvals: Back office clerks can filter the service orders that need approval by the type and a notification will display how many of each there are. Service orders can also be filtered by

their completion date range, scheduled date range and service orders that were previously approved but failed.

Viewing Photos: Back office clerks can view the photos FSRs have taken and attached to the service order. Back office clerks can add or remove photos to the service order.

Adjusting Meter Reads: Back office clerks can edit the service order once it is completed and adjust the meter reading.

Adjusting Meter Installations: Back office clerks can correct meter installations, such as the wrong serial number entered or if the meter is not in stock.

Sending a Service Order Back for Rework: Back office clerks can send service order back to FSRs for rework. The back office clerk will need to provide a note explaining the reason for the rework.

Approving a Service Order: Once the back office clerk is done reviewing they can approve the service order and add any completion notes.

Creating a Report: Back office clerks can create a report through the “Service Orders to Report” page which allows users to search the mCare archive by date range and/or account and apply additional filters to the list before exporting. mCare will produce a list of all service orders for a selected date range that can be filtered by creation date, street name, call code, cycle-route-walk, region, scheduled date and priority. The report can then be exported to excel for further analysis. The following details are able to be exported from mCare:

- Order Number
- Call Number
- Field Status
- CIS Status
- Order Type
- Call Code
- Call Type
- Linked To
- Required Date
- Scheduled Date
- Completion User
- Completion Date
- Service Type
- [Active Meter] #
- [Active Meter] Type
- [Active Meter] Type Group
- Approval User
- Approval Date
- Approval Error
- Caller Name
- Priority
- Short Note
- FSR User
- Dispatch User
- Shared Queue
- Creation Date
- Created By
- Account Number
- Occupant Number
- [Inactive Meter] #
- [Inactive Meter] Type
- Keys Required
- Warning Message
- Contact Name
- Customer Name
- Read Comment
- Walk
- Cycle
- Route
- Region
- Street Name
- Street Number
- Unit Number
- Zip Code
- [Inactive Meter] Type Group
- [Inactive Meter] Condition
- [Meter(s)] Action
- Meter Read

AGENDA ITEM NO.: 4.J
MEETING DATE: 03/18/2024
EXHIBIT B

NORTH|STAR™

UTILITIES SOLUTIONS

Hosting Services Agreement

Cloud Hosting and Technical Services

Prepared by: Andrea Evans

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Hosting Services Agreement

THIS HOSTING SERVICES AGREEMENT (the “Agreement”) made as of the _____ day of _____, _____ (the “Effective Date”).

BETWEEN: **N. HARRIS COMPUTER CORPORATION** (“Harris” or “Provider”)

- and -

Alameda Municipal Power, a department of the City of Alameda, a Municipal Corporation (“Organization”)

WHEREAS the Organization has acquired the Solutions from Provider pursuant to the terms of a Licensing and Services Agreement entered into between Harris and Organization dated _____ (the “**Licensing and Services Agreement**”) and has an active Support and Maintenance Agreement in place with Organization dated _____ (the “**Support and Maintenance Agreement**”).

WHEREAS the Provider wishes to offer the use of and the Organization wishes to use the Hosting Services and the Managed Services in connection with their Solutions.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- a) “**Hosting Services**” means the Hosting Services to be provided by or on behalf of Provider under this Agreement that includes hosting, monitoring, operating and maintaining the Software on hardware and related equipment at a site owned or controlled by Harris and the delivery of exclusive access via a virtual private connection (VPN) or the Internet to Organization to use the Software granted to Organization pursuant to the Software License Agreement and Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Hosting Services. Hosting Services do not include Third-Party Content.
- b) “**Managed Services**” means the provision of services that may include: network management, disaster recovery, database, database tuning, operating system, operating system installation & maintenance, hardware installation, server configurations, third party software and technical troubleshooting. These Managed Services are further defined in Schedule “A” attached hereto and incorporated herein by reference.

- c) **“Change Order”** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement or the Statement of Work.
- d) **“Confidential Information”** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information. Confidential Information of Harris shall include, without limitation, the Hosting Services, the Managed Services, and any information with respect to the Hosting Services that Harris or its third-party service provider may provide to Organization from time to time, including without limitation, all information disclosed by Harris relating to its facilities, computer systems and product. Confidential Information does not include any Data.
- e) **“Data”** means all software (including machine images) text, audio, video or images that are transmitted, transferred, or created through Organization’s use of the Solution or Hosting Services [for processing, storage or hosting by the Hosting Services] or otherwise provided by Organization to Provider.
- f) **“Solution”** means the software deployed and serviced by Harris and identified in Schedule “B” and the requisite Licensing and Services Agreement.
- g) **“User(s)”** means an individual authorized by the Organization to access or use the Solutions through the Hosting Service.

The Provider currently uses AWS as an additional service provider that acts both as a hosting facility and provides additional third-party software support to the Provider. The following additional words and expressions have the following meanings. Organization acknowledges and agrees that such defined terms may change in the event that the Provider changes the third-party service provider in accordance with Section 2.6:

- (h) **“AWS”** means Amazon Web Services, Inc. Amazon Web Services and AWS are trademarks of Amazon.com, Inc. or its affiliates in the United States and/or other countries. Please see <http://aws.amazon.com>.
- (i) **“AWS Content”** means software (including machine images), data, text, audio, video, or images that AWS or Provider makes available related to the Hosting Services or on the AWS Site to allow access and use of the Hosting Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology. AWS Content does not include the Hosting Services or Third-Party Content. Some AWS Content may be provided to Organization under a separate license, such as the Apache License, Version 2.0,

which will be identified to Organization in the notice file or on the download page, in which case that license will govern Organization's use of that AWS Content.

- (j) "AWS Site" means <http://aws.amazon.com> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"Third Party Content" means data, software (including machine images), text, audio, video or images of a third party other than AWS made available on [AWS Marketplace or on developer forums, sample code repositories], public data repositories, community focused areas of AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule "A" – Hosting Services and Service Levels
- Schedule "B" – Fee Structure and Payment Schedule
- Schedule "C" – NorthStar Standard Support Guidelines
- Schedule "D" – Statement of Work: NorthStar Cloud Migration + mCare6 Implementation

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II SERVICES

2.1 Hosting Services

- a) Provider shall provide all facilities, equipment, the necessary specialized software, and services required to operate the Solutions, provide secure access to Organization's Users, and store all Data entered and maintained by Organization's Users through use of the Solutions. Equipment, in this context, shall not be confused with computers, network and associated equipment at Organization's facility and elsewhere, which is used by the Organization's Users to access the internet, all of which is supplied by Organization and/or Organization's Users.
- b) Provider shall provide an environment that will be able to meet the criteria as listed in Schedule "A" under recommended and normal operation of the hosted Solutions.
- c) As part of the Hosting Services, Provider shall provide installation, configuration, system administration and maintenance of the facilities, equipment and software required to operate and ensure access to the hosted Solutions. Provider shall also perform Managed Services that include standard database administration functions to ensure efficient and secure operation of the hosted databases. Organization, not Provider, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Solutions.
- d) Provider reserves the right to provide Hosting Services using either internal resources or the services of a duly authorized and licensed 3rd party located anywhere within North America. In

either case, Provider shall remain solely liable for providing the Hosting Service described herein.

- e) Organization must have an active Support and Maintenance Agreement in place to use the Hosting Services and Managed Services

2.2 Set-Up Services.

The Provider shall be responsible for performing all of the set-up activities required at the hosting site to ensure that the Hosting Services will be provided in accordance with this Agreement. Provider may request assistance from Organization to ensure connectivity is properly established and tested and that the database is configured correctly.

2.3 Service Level Issues.

Provider shall make available to Organization the information listed under "Service Levels" found in Schedule "A" as per the schedule listed in said Schedule "A." The Hosting Services shall be deemed available, even if it is not accessible by the Organization, if the inaccessibility is due to Organization's network infrastructure, its connection to the Internet, or an Internet failure outside the control of the Provider. Provider may change the "Service Levels" in Schedule "A" from time to time if Provider's third-party service provider changes such service levels but Provider will provide 30 days' prior notice to Organization before materially reducing the benefits offered to Organization under the Service Levels in Schedule "A" that are available as of the Effective Date. If such reduced benefits do not permit Organization to receive the essential aims and benefits provided by this Agreement, Organization may terminate this Agreement without penalty or further payment, subject to the notice and opportunity to cure any such defects pursuant to 2.9(b), below.

2.4 Support Services

The Provider shall perform the support and maintenance services as described in any Agreement providing for Support and Maintenance. Other than for services explicitly provided for in this Agreement, no general support and maintenance services will be provided under this Agreement.

2.5 Hosting Term

The initial term of this Agreement shall commence on the month the hosting environment has been set-up and is available for the Organization to use and shall continue thereafter for five (5) years. Hosting will continue upon completion of the initial period for one additional five (5) year term (the "Renewal Term") unless notice is provided to Provider in writing a minimum of three months prior to the end of the Initial term. The Initial Term and the Renewal Term shall be collectively referred to as the "Term". Provider will advise the Organization in writing when hosting environment is ready to be used.

2.6 Additional Hosting Provisions

- (a) The Provider currently uses AWS as an additional service provider that acts both as a hosting facility and provides additional third-party software support to the Provider. The Organization acknowledges that the Provider may change the third party service provider at any time with notice to the Organization. The Organization further acknowledges that the third-party service provider may require that the Organization agree to certain additional terms in order for the Provider to allow Organization and its Users to have access to the Solution on the third-party provider's hosting platform. The Provider may, —

from time to time, alter the hosting facility service provider by providing notice to the Organization. Additionally, with respect to the current third- party service provider, the Organization must agree to the following policies (“Policies”) as a condition precedent to using the Hosting Services which shall form an integral part of this Agreement. Organization agrees that its Users must also agree to such Policies, as applicable to Users:

- “**Acceptable Use Policy**” means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.
- “**Service Terms**” means the rights and restrictions for particular made available by AWS located at <http://aws.amazon.com/serviceterms> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

Where a different third-party provider provides such services then alternate policies and terms will apply to Organization’s use of the Hosting Services which terms the Organization will need agree with as a condition precedent of using the Hosting Services from a time provided by the Provider to the Organization.

- (b) The third-party service provider may change or discontinue any of the services that form part of the Hosting Services, from time to time. If Provider receives prior notice from the third-party service provider, Provider will provide prior written notice to Organization if AWS decides to discontinue a service that forms part of the Hosting Services. Provider will not be required to provide notice to Organization under this Section 2.6(b) if the discontinuation is necessary for Provider or its third-party service provider to address an emergency or threat to the security or integrity of Provider or its third party service provider, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

Lastly, if the Organization requires information related to the third-party provider’s capabilities, accreditations, and other information regarding a third-party provider, the Organization must request such information directly from the Provider. The Provider will make diligent efforts to request that the third party provider provide such information for the Organization but ultimately, the Provider is not obligated to provide any such information to the Organization either (i) where the third party provider refuses to provide the information to the Provider or (ii) where the Organization refuses to agree to terms that the third party provider has requested from the Organization prior to providing the information either directly or indirectly through the Provider (such terms, for example, an NDA).

Organization agrees that it shall not seek legal action directly against a third party provider without the prior written consent of the Organization in respect of an issue related to the Hosting Services.

2.7 Restrictions on Use

Neither Organization nor any User may use the Hosting Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Organization nor any User may, or may attempt to (a) modify, alter, tamper with, repair, or otherwise create derivative works of any

Content included in the Hosting Services (except to the extent AWS Content included in the Hosting Services is provided to Organization under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Hosting Services or apply any other process or procedure to derive the source code of any software included in the Hosting Services, (c) access or use the Hosting Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Hosting Services.

2.8 Suspension of Access and Use Rights

Provider may temporarily limit (in full or in part, as set forth in this Section 2.8) Organization's or any User's right to access or use the Hosting Services upon notice to Organization (which will be reasonable prior notice unless Provider reasonably believes immediate limitation is necessary) if Provider or its third party service provider reasonably determines that Organization's or a User's use of the Hosting Services poses a security risk or threat to the function of the Hosting Services, or poses a security or liability risk or threat to Provider, AWS, either of their affiliates or any third party. Provider will only limit Organization's right to access or use the instances, data or portions of the Hosting Services that caused the security or liability risk or threat. Provider will restore Organization's access and use rights promptly after Organization has resolved the issue giving rise to the limitation. Organization remains responsible for all fees and charges for the Hosting Services and Managed Services during the period of limitation.

2.9 Termination

- a) Either party may terminate this Agreement by providing written notice no less than ninety (90) days prior to the end of the then current term of this Agreement to the other party. Where the Organization has not provided written notice above, Provider shall provide its then current fees to Organization no less than 60 (sixty) days prior to the end of the then current term. The renewal term will be based on the agreement of the two parties to a particular cost structure no less than 30 (thirty) days prior to the end of the then current term. Failure to achieve agreement on cost structure at the time designated by this section shall be deemed to be a notice of termination.
- b) Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured for more than thirty (30) days after receipt of written notice of such breach.
- c) In addition to the other termination rights set forth herein and despite anything to the contrary herein, Provider may terminate this Agreement immediately upon written notice to Organization(i) if Organization breaches any provision of Section 6.4. , Organization's confidentiality obligations under Section 6.2 or any intellectual property right of Provider or its third party service provider; or (ii) upon twenty (20) days' notice to Organization in order to comply with applicable law or requirements of governmental entities.
- d) Organization shall have the right to terminate this Agreement pursuant to section 3.1.
- e) This Agreement shall automatically terminate in the event that either the Licensing or Maintenance and Support agreements to which it attaches terminates or expires.

2.10 Effects of Termination

- a) Upon termination of this Agreement, the following provisions will apply: (a) Organization will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Provider and (b) Organization will immediately cease all use of the Hosting Services. All terms and provisions of this Agreement that should by their nature survive the termination of this Agreement will survive termination or expiration of this Agreement for any reason.
- b) Both parties agree that the Provider has invested time, money and resources into the creation of hosting environment. If Organization terminates this Agreement other than in accordance with the terms of this Agreement, the parties agree that Organization will be required to pay to Provider as liquidated damages for compensation that cannot be readily determined, and not as a penalty, an amount which is equal to: (a) one hundred percent (100%) of the monthly recurring charge for each of the Hosting Services, multiplied by the number of months remaining in the then current term.
- c) Upon termination of this Agreement for any reason and subject to 2.7(b) above in terms of costs, Provider will furnish the Organization with a copy of their Data unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject Provider and/or its third-party service provider or their affiliates to liability, or (ii) Organization has not paid all amounts due under this Agreement unless termination in this case was due to Provider's breach. The anticipated services to supply this Data are one to two days and will be billed at Provider's then current daily rate. Upon the Organization confirming receipt of the Data, the Provider shall destroy all copies of the Data and erase all Data on the database and an Officer of the Provider shall certify the destruction and erasure to the Organization unless Provider is required by law to continue to have a copy of the Data. Except where Provider has provided the Data to Organization pursuant to this Subsection, Provider shall not delete the Data for 90 days from the date of termination except where it receives the written instructions from Organization to do so unless Provider is required by law to continue to have a copy of the Data. The Organization will be able to revert to the non-hosted version of the software subject to the terms of any appropriate License and Services and Support and Maintenance Agreements.
- d) Organization shall return to Provider or at Provider's option purge or destroy all copies of any Confidential Information of Provider or the third-party service provider including AWS Content (other than publicly available information on the AWS Site) in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty of Performance

During the duration of this Agreement, Provider warrants to Organization that the Hosting Services will perform substantially in accordance with the published user guides for the Hosting Services located at <http://aws.amazon.com/documentation> (and any successor or related locations designated by AWS), as such user guides may be updated by AWS from time to time.

3.2 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, THE HOSTING SERVICES AND MANAGED SERVICES THE HOSTING SERVICES ARE PROVIDED "AS IS," AND PROVIDER MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE HOSTING SERVICES (IN WHOLE OR IN PART) THE MANAGED SERVICES, OR ANY OTHER SOLUTIONS OR SERVICES PROVIDED TO ORGANIZATION BY PROVIDER. PROVIDER DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE HOSTING SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE HOSTING SERVICES OR MANAGED SERVICES SHALL MEET ANY OR ALL OF ORGANIZATION'S PARTICULAR REQUIREMENTS. ANY WARRANTIES RELATED TO SOFTWARE OR MAINTENANCE AND SUPPORT SERVICES ARE NOT PROVIDED IN THIS AGREEMENT AND ORGANIZATION MUST RELY ON THE RELEVANT AGREEMENTS FOR ANY SUCH PROVISIONS.

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- a) The Organization agrees to pay the Provider the fees set forth in Schedule "B", Fee Structure and Payment Schedule. The Fees are exclusive of taxes. Organization agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority due to this Agreement (excluding taxes on Provider's net income).
- b) During the term of this Agreement, Provider shall, as set forth in Schedule "B" and from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Provider shall be due and payable upon receipt thereof by Organization.
- c) Any direct expenses incurred by the Provider in accordance with this Agreement, or requested through Section 4.2, shall be reimbursed in accordance with Provider's reimbursement policy. Despite the foregoing any direct expenses must be pre-approved by the Organization.

4.2 Change Orders

With respect to any proposed changes to the Hosting Services, the Managed Services, and the related services defined by this Agreement that do not materially impact the scope of either party's

work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Provider applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Hosting Services and/or the Managed Services, as applicable), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute; notwithstanding the foregoing, Organization is not obligated to approve any such change order that would increase the consideration paid.

ARTICLE V REMEDIES AND LIABILITY

5.1 Organization's and Provider's Indemnity Obligations

Organization is solely responsible for its Software, Data, and its Users' use of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Provider and its third party service providers and each of their respective officers, directors, employees and agents harmless from all losses, costs and damages arising in connection with Organization's use of the Hosting Services and resulting Data in violation of this Agreement, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Data violates or misappropriates any third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

Similarly, and subject to the Limitations of Liability hereinafter, Provider shall indemnify, defend, and hold harmless the Organization, including the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Provider's grossly negligent act or omission or act of willful misconduct, whether alleged or actual, regarding performance of services or work conducted or performed by Provider pursuant to this Agreement. If Claims are filed against Indemnitees which allege gross negligence on behalf of the Provider, Provider shall have the right of reimbursement against Indemnitees for the costs of defense except to the extent negligence is found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims to the extent arising from the negligence or willful misconduct of Indemnitees.

Indemnification for Claims for Professional Liability Only: As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

Provider's obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

5.1.1 INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish Organization with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections A, B,C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the AMP, the Public Utilities Board ("PUB"), the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates pursuant to the Additional Insured endorsements and conditions in the insurance policy.

A. COVERAGE:

Provider shall maintain the following insurance coverage: (1) Workers' Compensation: Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits: Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence

\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of 1,000,000 per occurrence and \$2,000,000 aggregate, with any additional amounts provided pursuant to Provider's umbrella coverage.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence

Property Damage:

or

\$1,000,000 each occurrence

Combined Single Limit: \$1,000,000 each occurrence, with additional coverage provided in the umbrella coverage

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City (including AMP), on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance; provided, however, that the waiver of subrogation will be based upon the waiver of subrogation endorsements in Provider's policy.

D. ADDITIONAL INSURED:

AMP, the PUB, the City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance; provided, however, that any additional insured will be based upon the endorsements and conditions in Provider's policy. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City Risk Manager are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

5.2 Remedies and Liability

The Organization and the Provider recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Provider arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Provider's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- a) EXCEPT FOR DAMAGES ARISING OUT OF THE PROVIDER'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE PROVIDER'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO PROVIDER BY ORGANIZATION TO PROVIDER DURING THE THEN CURRENT TERM OF THIS AGREEMENT AND IN NO EVENT BEING GREATER THAN TWELVE (12) MONTHS AND FURTHER EXCEPT FOR ANY DAMAGES ARISING OUT OF INTELLECTUAL PROPERTY INFRINGEMENT ALLEGED BY THIRD PARTIES AND CAUSED BY PROVIDER, WHICH SHALL BE UNLIMITED.
- b) IN ADDITION TO THE FOREGOING EXCEPT FOR A BREACH BY ORGANIZATION OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 6 .2, AND A BREACH OF PROVIDER'S OR ITS THIRD PARTY SERVICE PROVIDER'S INTELLECTUAL PROPERTY RIGHTS OR ANY SUCH BREACH ALLEGED AGAINST ORGANIZATION DUE TO ORGANIZATION'S USE OF ANY SOFTWARE OR SERVICE PROVIDED BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS (OTHER THAN A FAILURE OF ORGANIZATION TO PAY THE FEES), LOSS OF OPPORTUNITIES OR GOODWILL , FAILURE TO REALIZE EXPECTED SAVINGS, LOST OR DAMAGED DATA , OR COSTS OF SUBSTITUTE GOODS OR SERVICES , OR UNAVAILABILITY OF THE HOSTING SERVICES , EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- c) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE VI GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

- a) Obligations The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, service providers, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who are bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. All Confidential Information will remain the exclusive property of the owner. Notwithstanding the foregoing, both Parties acknowledge that Organization is a public agency subject to a variety of open records laws, including but not limited to the California Public Records Act (Gov't Code Sec. 7920.000 *et seq.*) ("CPRA") and the Ralph M. Brown Act (Gov't Code Sec. 54950 *et seq.*) ("Brown Act") (collectively, the "Sunshine Laws"), and Organization shall not be liable for any disclosure of Confidential Information deemed by Organization to be necessary or advisable under such Sunshine Laws. Unless it would be in violation of a court order or other legal requirement, Organization will give Provider reasonable notice of any such disclosure under the Sunshine Laws, to enable Provider at Provider's own expense to seek a protective order or other appropriate remedy prohibiting such disclosure.
- b) Duty Owed in relation to Data – In addition to any other restrictions on Provider's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree

that the Data may be subject to privacy laws, in which case that part of the Data does not fall under the definition of Confidential Information for the purposes of this Agreement. Where privacy laws permit owners of the Data to review such Data or to challenge the collection and storage of the Data, the Organization shall be responsible for dealing with the individuals and the Organization is responsible for the payment of Provider's personnel's time associated with responding to any such requests. Organization shall indemnify and reimburse Provider in relation to all fees (including all reasonable legal fees) and other disbursements paid by Provider to comply with such requests, whether by an individual or a governmental body, or to challenge such requests at either Provider's (with the agreement of Organization at Organization's reasonable discretion) or Organization's request.

6.3 Client Information, Data and Privacy

- a) As between Provider and Organization, all Data will remain sole and exclusive property of Organization. Organization shall have the sole responsibility for the accuracy, quality, integrity, reliability, appropriateness and right to view and use Organization's Data. Subject to the terms and conditions of the Agreement, Organization grants to Provider a non-exclusive license to access the Data for the purpose of performing the Hosting Services and Managed Services, and as necessary to comply with the law or a binding order of a governmental body. Unless it would be in violation of a court order or other legal requirement, Provider will give Organization reasonable notice of any legal requirement or order referred to in this Section 6.3, to enable Organization to seek a protective order or other appropriate remedy. Subject to the foregoing, access to the Data shall only be by Provider's and its Third-Party Service Provider's employees and/or subcontractors whose job function requires access. Provider may not access the Data for any other purpose without the express written consent of Organization. If requested by Organization, Provider will provide a copy of the then current Data to Organization, at Organization's expense, by way of Oracle export file or equivalent. Access to Data by any outside party shall only be in accordance with the terms of this Agreement.
- b) Backup Data Retention Policies. It is understood that Provider provides backup and retention based on industry standards and practices, with NorthStar products currently creating backups on a daily basis but backups retention period based on practices established with the customer. The software products currently create two types of backups, (i) Full Database Backup daily, with retention for thirty (30) days; and (ii) Virtual Server Backup, with daily backups retained for two (2) days and weekly backups retained for thirty (30) days.
- c) Security Standards. It is understood that Provider deploys reasonably security standards based on industry standards, which currently include the following areas:
 - i. Service hosted to the internet uses cryptography
 - ii. Every external web application uses a Web Application Firewall (WAF)
 - iii. Antivirus installed
 - iv. Firewall rules are applied controlling connections between any instance
 - v. Vulnerability scanning frequently executed
 - vi. Operational Systems is updated every month
 - vii. Every 3rd party application is reviewed regularly to apply security updates available.

6.4 Data and Privacy Policy of Organization

The Organization covenants that the:

- a) Data that is either provided to or acquired by Provider is owned exclusively by Organization and that the Organization has full right and title to provide the Data to Provider;
- b) Data that is either provided to or acquired by Provider is subject to a privacy policy effective as of the Effective Date and for which Organization's customers have provided to Organization their consent for its collection, use and storage such that the consent allows Provider to collect, use and store the Data in accordance with this Agreement and where such storage can be provided by third-party subcontractors of Provider in any jurisdiction in North America;
- c) Organization complies with all applicable laws, rules, regulations, and ordinances, including, without limitation, privacy and data protection legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred or disclosed pursuant to this Agreement and the use of Hosting Services; and
- d) Organization will not provide Provider with data of any kind for which the Provider either has no need or does not have the right to store under the terms of this Agreement.

6.5 Mediation

Except for termination under subsection 2.6(c), the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.6 Trade Compliance.

In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Organization is solely responsible for compliance with applicable laws related to the manner in which Organization chooses to use the Hosting Services, including (i) Organization's transfer and processing of Data, (ii) the provision of Data to Users, and (iii) specifying the AWS region in which any of the foregoing occur. Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Agreement, are

not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

6.7 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted if personally delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Provider, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
President, Harris Utilities
613-226-5511

and in the case of the Organization, to:

Alameda Municipal Power
2000 Grand Street
PO Box H
Alameda, CA
94501 - 0263
USA

6.8 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.9 Entire Agreement

This Agreement together with the Policies which are incorporated herein by reference shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Provider or Organization by any of their respective employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be interpreted against one party or the other on account of drafting.

6.10 Independent Contractor

Organization engages Provider under this Agreement solely as an independent contractor to perform Provider duties which are described in this Agreement. Organization and Provider expressly acknowledge and agree that Provider is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Provider or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

6.11 Governing Law

This Agreement shall be governed by the laws of California, without regard to choice of law rules. The parties agree that this contract is not a contract for the sale of goods; therefore, this Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any references to the United Nations Convention on Contractors for the International Sale of Goods. Any suits brought pursuant to this agreement shall be filed with the federal courts of the County of Alameda of the State of California; provided, however, that if said federal courts lack subject matter or other jurisdiction, such action shall be filed in the state courts for said County.

6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

Per: *Jerry Rahon*
Name: Jerry Rahon
Title: VP, Sales & Marketing
Date: 02.05.2024

Alameda Municipal Power, CA

Per:
Name: Nicolas Procos
Title: General Manager
Date:

Approved As To Form

Per: *Lonnie Eldridge*
035ACD9AE5864F1...
Name: Lonnie Eldridge
Title: Special Counsel, City of Alameda
Date: 2/9/2024

Schedule “A” – Hosting Services, Managed Services, and Service Levels

The Hosting Services provided will ensure, under recommended and normal operation of the hosted solutions, that;

- (a) Provider will provide all facilities, equipment, software and services required to operate the Software, provide secure access to Organization’s Users, and store all data entered and maintained by Organization’s Users through use of the Software Product. Equipment, in this context, will not be confused with computers, network and associated equipment at Organization’s facility and elsewhere, which is used by the Organization’s Users to access the internet, all of which is supplied by Organization and/or Organization’s Users.
- (b) Provider will provide access to the Software to Organization’s Users. Such access will be provided 24 hours per day, 7 days per week, subject to scheduled periods of non-availability as described below.

Availability and Uptime Objectives

Availability of the Software Hosting Services is defined as when the Software Hosting Services are operational and accessible via a public internet connection. NorthStar shall strive to make the Software Hosting Services available 100% of the time. However, the Software Hosting Services may be unavailable during certain downtimes. NorthStar shall not be responsible for any failure to make the Software Hosting Services available under the following circumstances:

- a) Routine scheduled downtime: Periods of time for the purpose of conducting routine system maintenance. In such event, NorthStar shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days prior to any period of scheduled downtime, and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM ET.
- b) Emergencies: NorthStar reserves the right to suspend the Software Hosting Services and Customer’s access to the Software Hosting Services in the event of an emergency or other non-routine maintenance event wherein it is deemed appropriate by NorthStar, without prior notice to Customer, to address a critical system issue. In such event, NorthStar will use commercially reasonable efforts to notify Customer of such suspended access as soon as possible and to restore access the system as soon as practically feasible.
- c) Customer’s network infrastructure: Customer’s network infrastructure (equipment, software or other technology) is failing or causing the Software Service to be unavailable. This includes Customer’s connection to the Internet or an Internet failure beyond the control of NorthStar.
- d) A breach of the Agreement by Customer, its employees, subcontractors or agents (“Customer Representatives”).
- e) An error or the negligence or intentional acts or omissions of Customer Representatives or Users.

- f) Unforeseen and unreasonable capacity increases based on changes in Customer's business processes or methods.
- g) Any other force majeure event, as set out in Section 6.1 of the Agreement.

Security

13. Without limiting your obligations under the Agreement, NorthStar shall store and process data in accordance with industry standard practices.
2. Response to Legal Orders, Demands or Requests for data.
- A. Where permitted by law NorthStar shall:
13. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by NorthStar seeking Data;
 - ii. Consult with the Customer regarding its response;
 - iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the Customer's request, provide the Customer with a copy of its response.
- b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by NorthStar, Customer will promptly provide a copy of the request to NorthStar. NorthStar will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

Standard Technical Services for Hosted Environments

Service	Activity	Description	Frequency
Database	Logging Management	This is the required management of the transaction log space.	Scheduled
Database	Temporary Space Management	This service is to ensure that the MS SQL Server temporary space has the adequate resources as the system is used and the database grows in size.	Scheduled
Database	Backup Routine Management	This service is to ensure that the appropriate drives & files are backed up	Scheduled

		accordingly in the event restores or recovery is required.	
Database	Backup Routine Confirmation	This service is to provide notifications on the success and failure of the database backup routines.	Scheduled
Database	Index Defragmentation	This is a weekly rebuild off all of the indexes to manage database fragmentation to prevent performance issues.	Weekly
Database	Integrity Validation	This routine checks the validation of table & index consistency, system catalogs, and allocated structures. The routine will attempt to repair any issues discovered.	Weekly
Database	Statistic Updates	The update statistics plan will ensure that metrics on the data count and distribution within a column or columns used by the database optimizer are kept up to date for query efficiency.	Weekly
Database	Patch Management	As MS SQL patches are released by Microsoft they will be reviewed and applied as required.	Monthly
Database	Recovery	In the event the database has to be restored or recovered Harris will perform the necessary tasks.	As Required
Database	Test Database Refresh	Refreshing Test environment	Quarterly
Database	Archive/Purge	Configure a new archive database and put processes in place to archive application information into this new database. As of a user defined date.	Up to Semi-Annually
Operating System	Patch Management	As MS Server patches are released by Microsoft they will be reviewed and applied as required.	Monthly
Operating System	File System Maintenance	This task is to manage the file system to ensure system drives do not become full and have appropriate resources allocated.	Weekly

Operating System	Printer Administration on the TM Server	As new servers are added within your physical location they will need to be added or managed on the Terminal Server. NorthStar will add or manage these new endpoints on the Terminal Server within the hosted environment.	As Required
Operating System	Backup Routine Management	This service is to ensure that the appropriate drives & files are being backed up accordingly in the event restores or recovery is required.	Scheduled
Operating System	Backup Routine Confirmation	This service is to provide notifications on the success/failure of the system backup outlines	Scheduled
Operating System	Backup Routine Validation	This routine will be a manual extraction and review of the backup files for validation of content and an integrity check on the files	Monthly
Health Check	Server and database performance management	Ongoing monitoring of servers and databases to fix, tune, and modify for optimal performance.	Ongoing

Schedule “B” – Fee Structure and Payment Schedule

The “Service Fee” Organization agrees to pay for Services based on providing a Production Environment and Testing Environment for the following environment configuration:

- NorthStar CIS version 6.6 Application & Database Production Server & Terminal Server
- NorthStar CIS version 6.6 Application & Database Test Server
- NorthStar eDocs and EIS Production Server
- NorthStar mCare6 Application Test Server
- NorthStar mCare6 Application Production Server
- Reports Anywhere Test and Production Server

The “Services Fee” Organization agrees to pay for the Services, are comprised of separate and distinct components:

The pricing is based on production environment and testing environment for the Solutions described herein.

13. NorthStar Hosting and Managed Services Fees

- NorthStar Hosting and Managed Services are \$43,750 US per year for the first year of the contract and include:
 - Up to twenty-eight (28) concurrent users accessing the Cloud production environment.
 - Up to five (5) concurrent users accessing the Cloud test environment.
- AWS licensing for up to fifteen (15) named users.
 - AWS named user licenses are required for those users needing direct access to the CIS and add ons like eDocs, EIS, Cognos. If you have users who only use CC6, mCare6 or SilverBlaze applications, they do not require an AWS named user license and will not have access permissions tied to their login to access the CIS when the cloud configurations are setup.
 - Any additional required AWS named user licenses will be at the expense of Olathe and can be purchased at any time outside of this agreement.
- Pricing until December 31, 2023 is \$360 per additional license, per year.

NorthStar Cloud Annual Recurring Fees	
Description	Annual Recurring Fees*
NorthStar Cloud – Hosting and Managed Services	\$49,500* Annual Discount (\$5,750) =\$43,750
13 additional AWS named user licenses	\$4,680
Total:	\$48,430

*Annual recurring fees will commence per Hosting Term defined in Section 2.5.

*Annual recurring fees will be billed annually and are due 30 days from invoice date.

*Annual recurring fees may be modified after the first year from time to time to reflect pass-through costs. Any such costs exceeding 5% of the stated Annual Recurring Fees at the time of execution of this Agreement must provide ninety (90) days' advanced notice prior to the increase. Such an increase will provide Organization a cost-free option to terminate the Agreement by non-renewal in the next term, if such notice is given 60 days prior to the start of the next one year period.

2. NorthStar Annual Maintenance and Support Fees

- Annual Maintenance and Support Fees are due on signing and then billed annually thereafter on anniversary of date.
- Annual Maintenance and Support Fees are due 30 days from invoice date.
- The separate and current SilverBlaze single-solution hosting agreement will be pro-rated up until the go-live of the Standard Cloud Suite. After the Standard Cloud Suite go-live, hosting costs for SilverBlaze will be rolled into the standard annual recurring costs thereafter.

Schedule “C” – Standard Support Guidelines

Help Desk Hours

Standard hours are from 8:00 am to 8:00 pm EST Monday through Friday, excluding designated statutory holidays. Customer requested Support is available outside of standard hours and is billable on an hourly basis (minimum number of hours will apply) at a rate of \$338/hr. Weekend assistance is available and must be scheduled in advance (and is billable on an hourly basis with a minimum number of hours that apply).

Holiday Schedule

NorthStar Support Services will be closed on the Canadian and US statutory holidays below. Support will be available on all Canadian statutory holidays when there is no US corresponding statutory holiday.

New Year’s Eve	Early Closure
New Year’s Day	Closed
Labor Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
Boxing Day	Early Closure

Customer Care Program

- Technical Support Bulletins
- Communication on new products and services
- Dedicated Customer Support Account Lead as first point of contact as required
- Participation in Regional User Group Meetings
- Participation in NorthStar Webinars
- Opportunity to take part in validation and focus groups
- Opportunity to take part in Harris Annual Customer Conference

“Software for Life” Guarantee

- Support on existing Harris software applications for life
 - Products reach the end of their product life cycle for a number of reasons. These reasons include market demands, technology innovation and development driving changes, or the products simply mature over time and are replaced by functionally richer technology. If NorthStar determines a product to be end of support we will ensure the existing product software license grants access to new platforms within the same product class.
- Software transferability and cost effective upgrades

TeamSupport Access 24/7

- Open new tickets

- View open/closed tickets for your organization
- Post Screen Recordings and Video Recordings to tickets
- View Knowledge Base Articles
- View Product Information
- Report on Ticket Metrics
- Find out the latest NorthStar News; Events; Product Releases

Ticket Priorities

In an effort to assign our resources to incoming tickets as effectively as possible, NorthStar has identified four types of ticket priorities P0, P1, P2 and P3.

PRIORITY 0 - PRODUCTION DOWN
<i>Deemed by NorthStar Team to be Extremely High Priority (Production Only)</i>
Production Down
Complete loss of service
PRIORITY 1 - BUSINESS CRITICAL
<i>Deemed by NorthStar Team to be of high priority as NO workaround exists</i>
Performance issue impacting critical processes
No workaround exists
Examples: Inability to create bills
PRIORITY 2 - MEDIUM TO HIGH BUSINESS IMPACT
<i>Deemed by NorthStar Team to be important; however, workarounds are available</i>
State of Degraded Performance
Workaround exists.
Examples: usability issues; non-critical performance issue; calculation issues
PRIORITY 3 - MINIMAL BUSINESS IMPACT/REQUESTS
<i>Deemed by NorthStar Team to be more general/cosmetic in nature OR Scheduled</i>
Minimal Business Impact
General Product Issues/Questions/Aesthetic Issues/Formatting Issues/Questions on Documentation
Enhancement Requests/Requests for Statement of Work/To be Scheduled items

NOTE: NorthStar reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming cases in the order that they are received; however, cases will be escalated based on the urgency of the issue reported.

NorthStar's standard response times are as follows:

Priority 0	Response within 2 business hours
Priority 1	Response within 4 business hours
Priority 2	Response within 8 business hours
Priority 3	Response within 24 hours

Standard Software Releases and Updates

- Defect corrections
- Planned enhancements
- Payroll regulated changes (additional charges may apply)
- Participation in BETA program
- Release notes
- State, Province and/or Federal mandated changes (additional charges apply)

Scheduled Assistance for Updates During Regular Business Hours

- Additional charges apply outside of regular business hours.
- Charges may apply depending on scope of work.

Organization is not obligated to incur or pay such charges unless agreed to in writing by Organization.

Third Party Support

Standard Third-Party Support and Maintenance Services are provided, for those clients with maintenance on 3rd party products, based on the descriptions below. NorthStar provides 1st line support for all 3rd party products listed below and will escalate to the vendor if required. Please note that 3rd party installations & preventative maintenance services are not included as part of your maintenance unless otherwise indicated below.

- a) Microsoft SQL Server
 - Initial SQL Server installation & configuration
 - Establish database connections to NorthStar database
 - Limited troubleshooting and/or repair of database related issues
- b) 4Js (3rd Party graphical user interface software)
 - Entitlement to new GUI software releases
 - Installation and configuration for test and live NorthStar environments
 - Limited troubleshooting and/or repair of database related issues
- c) BitStew (As part of the CustomerConnect web portal)
 - Installation & configuration for test and live CustomerConnect environments
- d) IBM Cognos (as part of the Reports Anywhere reporting solutions)
 - Initial installation & configuration of IBM Cognos for use with Reports Anywhere
 - Set up of IBM Cognos license/establishment of connections with the NorthStar software
 - Limited assistance in utilizing embedded report writer functionality.
 - Updates to IBM Cognos data model which reflect changes in NorthStar database schema due to upgrades
 - Limited assistance in locating information within the IBM Cognos data model
 - Assistance with existing reports

NOTE: NorthStar recommends Microsoft SQL Server and supports Microsoft supported versions of the SQL database. Those versions of SQL Server that are no longer supported by Microsoft should no longer be considered supported by NorthStar.

Billable Support Services

The list below are deemed to be out of scope from our standard Annual Maintenance and Support Agreement. Any provision of such services or payment therefor must be agreed to in writing by each Party at each Party's sole discretion. These items may be optionally available as billable services and includes, but may not be limited to;

- Post Go-Live Training
- Post Go-Live Project management
- Form creation and redesign
- Handheld interface of new interface, setups and changes
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports and exports and interfaces to other applications
- Refresh backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports bills, forms, reversal of customizations)
- Setting up additional companies/agencies/tokens/general ledgers
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization (unless specifically listed as a Support deliverable)
- Extended hardware and operating system support
- Upgrades and support of third party software
- Installations and re-installations (workstations, servers)
- Creation of Test databases and environments

NOTE: Modifications to data in the NorthStar database via non-sanctioned NorthStar solutions or partner solutions are strictly prohibited and not supported.

Test Databases & Environments

NorthStar recommends that customers maintain an independent Test environment for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the Production (Live) environment. The creation of additional Test databases & environments is a billable service, if performed by NorthStar Support post Go-Live.

Connection Information

1. Direct Tunnel
2. VPN - Example:
 - a. Cisco Any Connect
 - b. Microsoft VPN
 - c. FortiClient
 - d. SonicWall Net Extender
 - e. Bomgar
 - f. Global Protect
 - g. Zywall
3. Web:
 - a. Citrix
 - b. Bomgar Web
 - c. Beyond Trust
 - d. CyberArk
4. Customer controlled connections:
 - a. WebEx
 - b. GoToMyPC

How to Contact Us

Existing customers can login to our Customer Hub at:

<https://northstarutilitiessolutions.na2.teamsupport.com/login/user>

Contacts for Escalations

1. Dawn Ivanochko
 - Director, Support Services
 - 1-888-847-7747 X2032
 - DIvanochko@harriscomputer.com
2. Diane Vieson
 - Manager, Support Services
 - 1-888-847-7747 X2012
 - DVieson@harriscomputer.com
3. Brian Ladd
 - Manager, Support Services
 - 1 613-519-8615
 - BLadd@harriscomputer.com
4. Karen McKernan
 - Vice President, Support Services
 - 1-888-847-7747 X2744
 - KMckernan@harriscomputer.com