



# Lake County, IL

**Customer Engagement Portal  
Accelerated Innovations – MyMeter**

## Statement of Work

**Contact:**

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# Scope of Services

This Statement of Work (“SOW”) defines a business transaction between Advanced Utility Systems (“AUS”) and Accelerated Innovations (“AI”) in which the latter will provide consulting services related to a specific Accelerated Innovations service offering or a customized service. This document establishes the scope for the work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties. It is specifically understood that Accelerated Innovations products are provided pursuant to the terms and conditions set forth in Appendix A.

## Overview

Lake County would like to implement the MyMeter solution and integrate it with CIS version 4 and would like to implement the following features within the MyMeter solution.

## Project Scope

The scope of this project is defined as:

- Customer Data Integration
- Billing Data Integration
- Transaction Data Integration
- Update eBill Status
- Update Mailing Address (all at Customer Level) in CIS Infinity
- Update Phone in CIS Infinity
- Update Email in CIS Infinity
- Start, Stop, Transfer of Service
- Service Requests
- Payment Arrangements
- Enter Meter Read
- Bill Payment
- Bill Presentment
- MyMeter Managed Auto Pay
- CIS Infinity Managed Auto Pay
- AMI Data Presentment
- Test Environment
- Branded Mobile App

## Integration Scope

Accelerated Innovations will lead overall integration activities in terms of working with Advanced Utility Systems Corporation to define the data, messaging, and interfaces required at

the MyMeter customer portal. For Standard integrations, AUS is responsible for extracting data from its systems and integrating to MyMeter in accordance with the format and specifications as advised by Accelerated Innovations. For integration Customization, Accelerated Innovations is responsible for designing and implementing custom interfaces in accordance with Advanced Utility Systems Corporation provided technical requirements, also defined within this SOW.

The final integration diagram for Phase 1 will be defined and documented at the conclusion of project planning and design activities and is subject to formal Advanced Utility Systems Corporation approval. At the time of writing this SOW, the MyMeter customer portal will at least integrate to Advanced Utility Systems Corporation systems as shown in the table below.

**Table 1. MyMeter Integrations**

#	System	Integration Use Case	Interface Type	Approach
1	Utility CIS ("CIS Infinity")			
1.1		Customer Data	Standard Integration via REST API	<p><b><u>One-Time Historical Load</u></b>  AUS provides in the AI standard format  AI to configure REST Web Service</p> <ul style="list-style-type: none"> <li>• Typical approach for historical data from CIS. <ul style="list-style-type: none"> <li>◦ Active Accounts</li> <li>◦ Finalized Accounts with current balance</li> <li>◦ Finalized Accounts within the last fifteen (15) months, for tax purposes</li> <li>◦ Non-Metered Accounts, if applicable</li> <li>◦ Vacant Accounts, if applicable for new services</li> </ul> </li> </ul> <p><b><u>Daily Updates</u></b></p> <ul style="list-style-type: none"> <li>• Daily updates will be sent to MyMeter in the AI standard format.</li> <li>• Daily updates include items such as Name Changes, Meter Change, Service Location move in/move out dates, Rate Changes, New Accounts, etc. <ul style="list-style-type: none"> <li>• The daily file will be a delta file with only changes.</li> </ul> </li> </ul> <p><b><u>New Customers to Lake County</u></b></p> <ul style="list-style-type: none"> <li>• Upon registration MyMeter will look to the information in the database to match against the name on account and account number.</li> </ul>
1.2		Billing History	Standard Integration via REST API	<p>AUS provides in the AI standard format  AI to configure REST Web Service</p> <p>This format contains billing information and usage/meter information.</p> <ul style="list-style-type: none"> <li>• Typical approach for historical data from CIS. <ul style="list-style-type: none"> <li>◦ Twenty-four (24) months of historical billing data</li> </ul> </li> </ul>

#	System	Integration Use Case	Interface Type	Approach
				<ul style="list-style-type: none"> <li>Updated with each billing cycle that is run each month.</li> </ul>
1.3		Transaction History	Standard Integration via REST API	<p>AUS provides in the AI standard format AI to configure REST Web Service</p> <p>Among other data items, this data will also contain the 'Confirmation #' from Payment Provider for the payments made via the portal.</p> <ul style="list-style-type: none"> <li>Typical approach for historical data from CIS. <ul style="list-style-type: none"> <li>Twenty-four (24) months of historical transaction data</li> </ul> </li> <li>Updated with each payment/transaction that is made.</li> <li>This format may also contain Fees, Adjustments, and Documents (e.g., Disconnect Notices).</li> </ul>
1.4		Update Preference for Ebill versus Paper Bill	Web Service	AUS to configure CIS Infinity for BIF 070 AI to configure MyMeter
1.5		Update Mailing Address	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.6		Update Primary Phone	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.7		Inquiry/Update E-Mail	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.8		Start, Stop, Transfer, and New Service	Web Service	AUS to configure CIS Infinity for Department Code, and Action Codes AI to configure MyMeter with CIS Infinity Department Code and Action Codes AI to configure SST User Interface
1.9		Service Requests	Web Service	AUS to configure CIS Infinity AI to configure MyMeter

#	System	Integration Use Case	Interface Type	Approach
1.10		Payment Arrangements	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.11		Enter Meter Read	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
2	Payments Solution			
2.1	Invoice Cloud	Bill Pay Service Functionality	Web Service	<ul style="list-style-type: none"> <li>• (Optional)</li> <li>• AI Configures per standard/existing web service integration</li> <li>• The Customer provides test and production endpoints and credentials</li> </ul>
2.2		Current AutoPay, E-Bill, and Wallet Items	Data Migration Customization	<ul style="list-style-type: none"> <li>• (Optional)</li> <li>• AI to build a customized data migration as per the Customer technical requirements.</li> <li>• AI is highly dependent on getting accurate data from 3<sup>rd</sup> party system for the data migration effort.</li> <li>• AI will communicate examples of data that would be needed from 3<sup>rd</sup> party system to successfully complete the migration.</li> <li>• There is an additional fee for this service</li> </ul>
3	Meter Data Management System (“MDMS”)			
3.1		Meter Usage Data - Register Readings	Standard Integration File Based	<ul style="list-style-type: none"> <li>• (Optional)</li> <li>• Accelerated Innovations provides as per standard format with MyMeter.</li> </ul>
3.2		Meter Usage Data - Interval Data	Standard Integration File Based	<ul style="list-style-type: none"> <li>• (Optional)</li> <li>• Accelerated Innovations provides as per standard format with MyMeter.</li> </ul>
3.3		Meter Usage Data – Interval Data	Web Services on Login	<ul style="list-style-type: none"> <li>• (Optional)</li> </ul>

#	System	Integration Use Case	Interface Type	Approach
				<ul style="list-style-type: none"> <li>Accelerated Innovations provides as per standard/existing web service format.</li> </ul>
4	Bill Presentment			
4.1	Invoice Cloud	Bill Retrieval and Presentment	Web Service	<ul style="list-style-type: none"> <li>(Optional)</li> <li>Accelerated Innovations to provide web service per standard/existing web service format.</li> </ul>
7	AMI Meter Usage Data (AMI Head-End)			
7.1	Itron	Meter Usage Data - Register Readings	Standard Integration File Based	<ul style="list-style-type: none"> <li>(Optional)</li> <li>Accelerated Innovations provides as per standard format with MyMeter.</li> </ul>
7.2		Meter Usage Data - Interval Data	Standard Integration File Based	<ul style="list-style-type: none"> <li>(Optional)</li> <li>Accelerated Innovations provides as per standard format with MyMeter.</li> </ul>

## Environment Setup

Environments included in the scope of this SOW are shown in Table 2 below. Accelerated Innovations will provide all required IT infrastructure and ancillary software required to host the MyMeter system within these environments, as agreed to and described in the terms and conditions of the executed software as a service (“SaaS”) agreement. Accelerated Innovations will also install the latest MyMeter software version that is commercially released within all environments in scope. During the project, Accelerated Innovations will work with the Customer to further detail the product release schedule (patches, future versions, etc.) to ensure that timing does not negatively impact schedule. Any adjustments to the schedule as a result of product release timing will be mutually agreed to. Advanced Utility Systems Corporation is responsible for deciding how many metering endpoints to use for testing in the Test environment. Installing and energizing the metering endpoints that will be utilized for testing within the Test environments is also a Advanced Utility Systems Corporation responsibility. Environment sizing below is in aligned with the terms and conditions of the MPLSA. Changes to any environment requirements will follow the change management process.

**Table 2. Initial Environment Description**

Environment	Description	Number of Meters
Production	The target environment where the full business requirements will be implemented and utilized by the Advanced Utility Systems Corporation end users for day-to-day operations.	35,000
Test	An environment that is configured like production and that is used for functional and integration testing. Lacks the scalability of production which limits performance testing to scale.	3,500

## Production Cutover Plan

Advanced Utility Systems Corporation, with assistance from Accelerated Innovations, is responsible for preparing a comprehensive production cutover plan. The cutover plan may include details such as the environment(s) to use for testing, the environment to use production for cutover, what integrated MyMeter functions will be used during cutover, and how interfaces will be exercised during cutover. Decisions on what environment to use for testing is a Advanced Utility Systems Corporation responsibility. Accelerated

Innovations has provided high level and typical uses of environments in Table 2 above. Defining the overall test strategy and detailed test plan is also a Advanced Utility Systems Corporation responsibility. Accelerated Innovations agrees to abide by the service levels and metrics as defined in the MPLSA, and as per the applicable MyMeter environment, throughout execution of the test strategy and test plan. Accelerated Innovations will support Advanced Utility Systems Corporation in defining the cutover plan by providing consultation and subject matter expertise as it pertains to MyMeter in scope interfaces and functionality.

## Phase 1

To be delivered as part of this Statement of Work (SOW).

**Table 3. Functional Requirements – Phase 1**

#	Description
Base Platform and Usage Presentment	
1	Configure the following MyMeter URLs and e-mail addresses, as applicable: a) MyMeter URL portal address, b) Utility contact us address, c) MyMeter feedback address, and d) Alert from address.
2	Implement basic branding of the portal to match the Advanced Utility Systems Corporation website (logo and colors)
3	Import customer, billing/usage, and transaction data from CIS on an on-going, daily basis and display within the MyMeter user interface <ul style="list-style-type: none"> <li>• Customer data</li> <li>• Monthly billing data</li> <li>• Transaction/Payment data</li> </ul>
4	Load up to thirteen (13) months of historical data from AMI System to MyMeter - <ul style="list-style-type: none"> <li>• 15-minute interval data</li> </ul>

#	Description
	<ul style="list-style-type: none"> <li>○ Aggregate the 15-minute data to 30-minute, hourly, and daily</li> </ul>
5	<p>Implement the following units of measure for display in MyMeter, as available in the usage data sent from CIS and AMI System to MyMeter</p> <ul style="list-style-type: none"> <li>• kWh</li> <li>• kW</li> <li>• Gallons</li> <li>• CF</li> <li>• CCF</li> </ul>
6	Provide standard setup of the MyMeter landing page
7	<p>Enable the Customer Service Representative dashboard screen, which depicts a snapshot of user and site statistics</p> <ul style="list-style-type: none"> <li>• Provide the ability to search for customers by parameters such as account number, name, and meter number (limited by what is available via the Customer Data file)</li> </ul>
8	Enable Impersonate Mode, which allows Customer Service Representatives to see the same screens as the customer portal end users
9	Provide standard setup of the MyMeter dashboard – a) Charts View, b) Data View, and c) Property View
10	Provide the ability to display a chart with a user-defined timeframe of usage (day, month, year)
11	Provide the ability to display comparisons against historical usage within a user defined timeframe (dependent on the granularity of data available for that

#	Description
	meter). Comparisons can also include weather data (Temperature, Humidity, Precipitation, etc.), neighborhood usage, and utility average usage
12	Provide ability for customer to download their usage data in .csv format or Green Button format <a href="http://energy.gov/data/green-button">http://energy.gov/data/green-button</a>
13	Provide meter grouping functionality, which allows a customer with multiple properties to create a virtual meter group and see an aggregate view across the different meters associated with those multiple properties.
14	Provide standard setup of MyMeter widget functionality
15	Enable the Administrative view of MyMeter and applicable reports
16	Provide the ability for Advanced Utility Systems Corporation personnel to access MyMeter in order to perform administrative type tasks via a separate account from the customer portal end users
17	Provide standard setup of roles and privileges which controls what specific MyMeter areas and functionality end users have access to
18	Provide the ability for MyMeter administrators to manage system users (create, edit, delete users) and assign system users to roles and privileges

#	Description
19	Enable standard screens for the user registration process which allows customers to obtain access to the consumer web portal (Name on Account, Account Number)
20	Provide the ability for customers to manage their user profile and reset their password
21	Provide the ability for customers to receive notifications via email or text about their usage based on configurable usage thresholds
22	Provide the ability for the Customer Service Representative team to access customer data through a separate (Admin) sign in
23	Implement Google Analytics tied to Advanced Utility Systems Corporation utility ID (if available) to view analytical information regarding end user interactions with MyMeter
24	Provide integration with CIS for customer self-service options as defined in this SOW (update phone, email, start/stop/transfer, etc. (if applicable)).
25	Set up standard MyMeter alerts (e.g., New Bill, Payment Reminder, Leak Detection, Usage Threshold, Weekly Summary, etc.).
<b>Bill Pay and Bill Presentment</b>	
1	Provide support for registering utility customers for e-bill and autopay

#	Description
2	Provide support for migrating existing e-bill and autopay utility customers from CIS to MyMeter. This effort is to be provided as a time and materials service and is initially estimated as an up to eighty (80) hour activity.
3	Provide support for setting up e-bill status and sending to CIS.
4	Provide the ability for utility customers to make e-payments, which includes scheduling payments and making one-time payments.
5	Provide the ability for Customer Service Representatives to determine which customers are enrolled in e-bill versus paper-based bills via standard reports.
6	Provide the ability to configure and send bill notifications and payment receipts.
7	Provide the ability to change bank draft accounts, to include deactivating old accounts and activating new accounts.
8	Retrieve billing information from a Advanced Utility Systems Corporation data repository and present bills to utility customers. This effort is to be determined at the time of writing this SOW.
<b>Standard AUS Functionality</b>	
1	Provide standard functionality as defined in Project Scope

## Testing

Accelerated Innovations uses an Agile approach for the implementation of MyMeter as well as the development, testing, and defect resolution of any customizations/integrations. As we provision the test instance of MyMeter for the Customer and develop the agreed to integrations, it is expected that Customer will provide resources (as outlined in Table 15) to assist in testing those integrations and providing feedback as they are implemented. This ensures a rapid feedback loop to identify and resolve any issues for those specific integrations. Throughout the testing and as new features or fixes are introduced in a release, regression testing will be performed to validate that existing features continue to function as expected.

Prior to testing, the Customer will develop a Test Plan which will be shared with Accelerated Innovations for feedback to ensure alignment to the overall testing methodology.

The stages of testing that will be performed during the project include:

**Table 4. Testing Phases**

Phase	Description	Lead	Support
Smoke Testing	Validation to ensure core functionalities of MyMeter are working as expected. This includes happy path integration testing to ensure no errors are returned from the 3 <sup>rd</sup> party	Accelerated Innovations	Customer (3 <sup>rd</sup> party system validation)

Phase	Description	Lead	Support
	system. This testing is done in advance of any Customer testing.		
Functional Testing	Validation to ensure solution meets core functional requirements/ specifications.	Customer	Accelerated Innovations
System Integration Testing	Validation to ensure successful integrations, import/export, SSO, between MyMeter and other systems. Typically occurs after Functional Testing.	Customer	Accelerated Innovations
User Acceptance Testing	Validation to ensure that the solution fulfills business requirements and can be used by end-users. This includes verification that related utility business processes are conducted successfully.	Customer	Accelerated Innovations

The following roles and responsibilities matrix will be reviewed, modified, enhanced with more details, and finalized during the project Planning Phase.

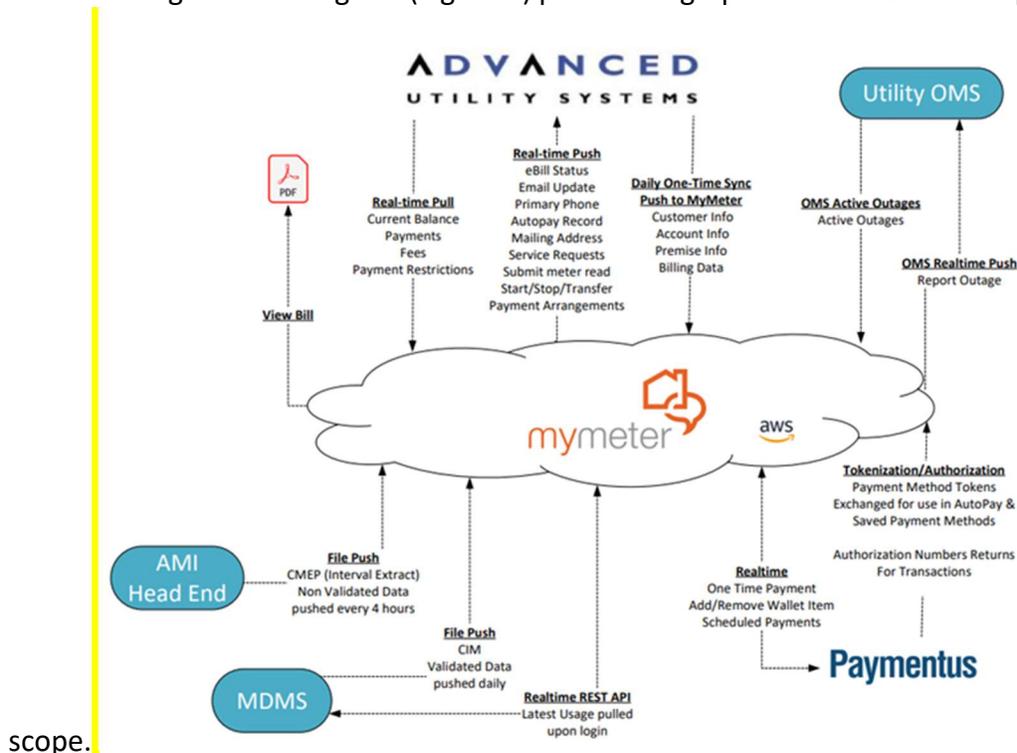
**Table 5. Testing Roles & Responsibilities**

<b>Organization</b>	<b>Title</b>	<b>Responsibilities</b>
Accelerated Innovations	Project Manager	Oversees testing support; reports progress or defects as required
Accelerated Innovations	SaaS Implementation Analyst	<ul style="list-style-type: none"> <li>• Provides support to testing activities and resolves defects.</li> <li>• Assists in testing initial releases of feature development against the requirements for that feature.</li> <li>• Perform initial testing of the integrations.</li> <li>• Provide consultation and technical support for Advanced Utility Systems Corporation led testing and verification of the [Subject] functionality.</li> <li>• Perform regression testing on the MyMeter functionality with each release.</li> <li>• Participate in system integration testing to validate proper operation of MyMeter as it relates to integration with CIS and Payments processor side interfaces.</li> <li>• Track Defects raised during Advanced Utility Systems Corporation testing and verification and provide resolutions in accordance with the terms and conditions described in the MPLSA.</li> </ul>
Customer	Test Lead	<ul style="list-style-type: none"> <li>• Creates Test Plan.</li> <li>• Provides iterative feedback to the AI team for issue resolution.</li> <li>• Oversight of Customer testing activities.</li> <li>• Joint responsibility for coordination of Defect resolution.</li> </ul>

Organization	Title	Responsibilities
		<ul style="list-style-type: none"> <li>• Creation of Test Summary Report.</li> <li>• Assists in testing.</li> </ul>
Customer	Testing Analyst	<ul style="list-style-type: none"> <li>• Assists in initial integration testing (part of smoke testing) to ensure the expected result in the third-party systems (e.g., CIS).</li> <li>• Performs testing and documents results.</li> <li>• Provides iterative feedback to the AI team for issue resolution.</li> </ul>

## Context Diagram

The following context diagram (Figure 1) provides a graphical overview of the project



**Figure 1. Context Diagram**

## Core Deliverables

This Statement of Work covers the following core deliverables.

**Table 6. Core Deliverables**

Deliverables	Lead	Support
Enable MyMeter Software <ul style="list-style-type: none"> <li>• Base Platform and Usage Presentment</li> <li>• Bill Pay and Bill Presentment</li> </ul> *Overall Phase 1 MVP scope as defined in Project Scope	Accelerated Innovations	Advanced Utility Systems
Enable Software as a Service Environments <ul style="list-style-type: none"> <li>• One (1) Production Environment</li> <li>• One (1) Test Environment (If applicable)</li> </ul>	Accelerated Innovations	Advanced Utility Systems
Project Delivery Services, as defined between AUS and AI	Advanced Utility Systems	Accelerated Innovations
Standard MyMeter Training Offering, “train-the-trainer” format	Accelerated Innovations	
<b>Integrations:</b> Accelerated Innovations will integrate to the systems below in order to obtain the data needed for MyMeter. The detailed data requirements and integration design will be defined and finalized during project planning and design activities. Customer will support the integrations in scope, in alignment with the a) roles and responsibilities described in this SOW and b) the mutually agreed-to integration design.		
File-based Standard Integration from CIS to MyMeter.  The above integrations will use the MyMeter standard file format. Refer to Appendix A for more details.	Advanced Utility Systems Corporation	Accelerated Innovations
Web service integration Customizations between CIS and MyMeter (If applicable).	Accelerated Innovations	Advanced Utility Systems Corporation
File-based Standard Integration from MV-90 to MyMeter (If applicable).	Advanced Utility Systems Corporation	Accelerated Innovations
Web service integration Customizations between CIS and MyMeter (If applicable).	Accelerated Innovations	Advanced Utility Systems Corporation

Deliverables	Lead	Support
Web service integration Customizations from MyMeter to a Advanced Utility Systems Corporation mechanism to render a portable data file (“PDF”) version of a customer bill (If applicable).	Accelerated Innovations	Advanced Utility Systems Corporation
File based and web service based standard integration between MyMeter and the Utility MDMS and/or AMI Head End System (If applicable).	Accelerated Innovations	Customer

## Fees & Payment Schedule:

AI Customer Engagement Portal		
Module	Annual Maintenance and Support*	One time Professional Services
Deployment of MyMeter Customer Portal: <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Data Integrity</li> <li>• Configuration</li> <li>• Advanced Standard Reports</li> <li>• Conversion of 20 Custom Reports</li> <li>• Interfaces</li> <li>• General Training</li> <li>• Troubleshooting</li> <li>• Development</li> <li>• Post Live Support</li> <li>• Service Alerts</li> <li>• MyMeter Standard Mobile App</li> </ul>	<b>\$35,000</b>	<b>\$62,000</b>
Integration with Infinity CIS		Included

\*Annual fees outlined here are in addition to existing recurring fees. Existing Link recurring fees will transition to MyMeter.

Any additional scope will be charged at the Advanced standard hourly rate of \$250.

Note: Additional services required by Lake County through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

### Payment Terms:

Fee Type	Milestone	Invoice Amount
MyMeter	50% due on Contract Signing	\$31,000
MyMeter	12.5% Due upon project start	\$7,750
MyMeter	12.5% Due upon start of testing	\$7,750
MyMeter	12.5% Due upon start of training	\$7,750
MyMeter	12.5% Due upon system Go-Live Ready Date*	\$7,750

\*System go live ready date is defined as once the MyMeter application has the site provisioned and branding completed, all integrations completed and system loading data successfully, training completed and the User Acceptance testing is complete.

Annual Fees:

<b>Fee Type</b>	<b>Milestone</b>	<b>Invoice Amount</b>
MyMeter	100% Due upon stand up in a non-production Environment	\$35,000

## Termination:

Unless Advanced and/or Lake County exercises its right to terminate this quote due to material breach or default, Advanced must provide, and Lake County must purchase, Services from Advanced for the items defined within this quote.

If Lake County and/or Advanced exercises its right to terminate this quote due to material breach or default, or Lake County and/or Advanced terminates this quote without cause,

Lake County's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the Software to Advanced 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 Advanced. (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.

Advanced's obligation includes the following:

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

Under no circumstances shall Advanced 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 Advanced has been advised of the possibility of such damages.

## Approval Signatures

Approval Signatures confirm that Lake County and Accelerated Innovations agree to abide to the scope of services and pricing as defined herein.

- *Advanced Utility System will invoice Lake County based on fees included on Quote portion of this SOW.*
  - *One-time fees and Annual licensing will be invoiced as outlined in the milestone payments.*
- *Lake County to pay invoice within thirty (30) days after it is received*

Lake County Approver:

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Printed Name

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Signature

Date

Advanced Approver:

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Printed Name

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Signature

Date

## Appendix A – MyMeter Utility License

This MyMeter Utility License Agreement (“Agreement”) is a legal agreement between the Lake County (“Utility”) who purchased the MyMeter software and related services from an authorized reseller, and Accelerated Innovations, LLC (“AI”) regarding the provision of, license to, access to, and use of the MyMeter software and related services (the “Services”). In this Agreement, “we”, “us” and “our” refer collectively to AI.

**IMPORTANT:**

**THIS AGREEMENT DOES NOT ALTER THE RIGHTS OR OBLIGATIONS AS BETWEEN UTILITY AND THE RESELLER FROM WHICH UTILITY PURCHASED THE RIGHT TO ACCESS AND USE THE SERVICES (“RESELLER”), PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN UTILITY AND RESELLER REGARDING THE SERVICES. THIS AGREEMENT INSTEAD SETS FORTH ADDITIONAL TERMS DIRECTLY BETWEEN UTILITY AND AI, AND UTILITY MAY OTHERWISE SEEK RIGHTS OR REMEDIES FROM RESELLER PURSUANT TO UTILITY’S AGREEMENTS WITH RESELLER.**

UTILITY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON SIGNING A RESELLER AGREEMENT REGARDING THE SERVICES .

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1. "Device" means any Utility or Utility's User's computer, tablet, smartphone, or any other electronic device.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Services or to remove or terminate the functionality of any Services in accordance with the termination provisions of this Agreement.

1.4. "Users" means each individual user of the Services.

2. LICENSE SUBJECT TO THIS AGREEMENT. Unless otherwise noted in this Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Agreement apply to the license and Utility's accessing and using of any and all Services and provision of the Services to its customer Users, as otherwise granted pursuant to a written agreement with Reseller. Furthermore, Utility's license, access and use of any and all the Services and provision of the Services to its customer Users is contingent on the remittance of payment by the Reseller under the Reseller Agreement executed between AI and Reseller ("Reseller Agreement"). Utility's license rights to the Services are subject to Utility's compliance with this Agreement and are also expressly limited to the rights granted by Reseller to Utility,

which are in turn are limited by the rights granted by AI to Reseller to resell to Utility a license to access and use the Services and to allow its customer Users to access and use the Services (hereinafter, those rights and licenses Reseller is authorized to resell to Utility being "Rightfully Granted Licenses").

2.1. THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and Utility agrees that Utility's right to use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2. TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI's ownership interests therein. Utility is granted no implied licenses to any other Intellectual Property rights other than pursuant to Rightfully Granted Licenses. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement or pursuant to Rightfully Granted Licenses are reserved by AI and its licensors.

3. RESTRICTIONS ON USE. Utility may use the Services only for purposes expressly permitted within the Services, pursuant to the terms of this Agreement, and pursuant to Rightfully Granted Licenses. As a condition of Utility's use of AI's Services, Utility warrants to AI that Utility will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, Utility may not (and may not authorize any party to) do the following, except as allowed under Rightfully Granted Licenses: (i) co-brand the Services, (ii) frame the Services, without the express prior written permission of an authorized representative of AI, (iii) transfer, assign or sublicense Utility's login information or right to use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the Rightfully Granted Licenses granted to Utility. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not use Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party's use and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission.

4. **MONITORING OF USE AND ADDITIONAL RESTRICTIONS.** Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor use of Services to determine compliance with this Agreement. The types of information, such as Devices used to access the Services, may also be tracked by AI (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as Utility's use of the Services. It is be Utility's responsibility to administer the use, distribution and security and of its and its Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service Users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend AI's or Reseller's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. **UTILITY RESPONSIBILITIES.** The Services need to pull certain data from the Utility's systems in order populate the databases used in the Services. This requires that the software data loader program be placed on the Utility's systems computer to pull data. The Utility shall be responsible for supplying and maintaining all computer hardware at its site. The computer hardware shall meet the following requirements: computer connected to the internet with at least a 15 MB internet bandwidth capacity, internal computer storage of 12 GB ram, and 150 GB disc space, and computer must be accessible by AI through secured internet connection. The Utility shall provide the data to AI in accordance with the file specifications to be provided to the Utility. The Utility is responsible for the content of any use or privacy policy to be included on the Utility's website. Said policy shall be made available to AI as a hyper link for inclusion on the web site for MyMeter. AI is not responsible for damages resulting from the web site privacy or use policy supplied by the Utility.

6. **ADDITIONAL REPRESENTATIONS BY UTILITY.** Utility represents and warrants that (a) Utility is the owner or authorized user of any information or content of any type provided by Utility in conjunction with the Services; and (b) Utility shall use the Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

7. **PROPRIETARY INFORMATION.** The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-up language form), photos or other images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any

way outside of the normal functionality of the Services without the prior written consent of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility by access to the Services.

8. **PROPRIETARY NOTICES.** Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services, whether they are AI notices or those of third parties including without limitation any other User.

9. **UTILITY DATA OWNERSHIP.** As between AI and Utility, "Identity Content" given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 10 below. AI shall have no rights in the Identity Content other than the limited right to use such for the purposes of providing the Services or those expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data from that Utility or data identifiable to a specific individual person.

10. **CONFIDENTIAL INFORMATION.** The Services, including, but not limited to, source and object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as "confidential" or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Software and information that Utility specifically designates as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of receiving party; (ii) was in receiving party's possession before receipt from the disclosing party; (iii) is rightfully received by receiving party from a third party without any duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval the disclosing party. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information nor Utility Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such

confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section committed by Utility's employees, agents, representatives, or independent contractors.

11. **MAINTENANCE AND UPGRADES.** Any Modifications provided to Utility shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Agreement.

12. **TERMINATION.** The licenses granted by AI under this Agreement may be terminated in accordance with the terms of the Reseller Agreement or any written agreement between Utility and Reseller regarding the Services. The licenses granted by AI under this Agreement immediately terminate upon any breach by Utility of this Agreement. Upon termination of a license from AI under this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and any access or use of the Services by Utility's Users, subject to the terminated license, (ii) return AI's Confidential Information to Reseller or destroy it, at Reseller's election, and (iii) at AI's request, provide AI and Reseller with certification from a principal officer of Utility's organization that Utility has complied in full with the requirements of this Section. The provisions of this Agreement shall survive any termination of this Agreement or any license rights granted to Utility by AI except for those provisions granting from AI to Utility any license or rights in relation to the Services.

13. **FEEDBACK.** Utility may provide feedback to AI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, Utility hereby grants to AI an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

14. **DISCLAIMER.** AI does not assume any responsibility or risk for Utility's use of the Internet. The Content is not necessarily complete and up-to-date and should not be

used to replace any written reports, statements, or notices provided by AI or any third party.

ANY WARRANTIES REGARDING THE SERVICES ARE BETWEEN UTILITY AND THE RESELLER, AND NONE ARE GRANTED DIRECTLY TO UTILITY BY AI.

UTILITY'S AND ITS USERS' USE OF THE SERVICES IS AT UTILITY'S AND THOSE USERS' OWN RISK. THE SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. SOME STATES MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR TO SELL A CONSUMER PRODUCT "AS-IS," SO THIS EXCLUSION MAY NOT APPLY TO UTILITY.

15. **LIMITATION ON LIABILITY.** TO THE FULLEST EXTENT ALLOWED BY LAW AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, BUT EXCLUDING RESELLER WHOSE LIABILITY SHALL INSTEAD BE GOVERNED BY UTILITY'S AGREEMENT WITH THE RESELLER, WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, INCOME, PRODUCTION, USE, BUSINESS, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR SIMILAR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE MINIMUM AMOUNT ALLOWED BY LAW. UTILITY EXPRESSLY UNDERSTANDS AND AGREES THAT ALL OF UTILITY'S RIGHTS AND REMEDIES RELATED TO OR ARISING OUT OF THE SERVICES ARE STRICTLY AND SOLELY BETWEEN UTILITY AND RESELLER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO UTILITY.

16. **INDEMNITY.** Utility will, to the fullest extent permitted by law, and excluding any claim to the extent due to the gross negligence or intentional acts of AI, indemnify,

defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, and contractors (the "Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Users' use of the Services, including without limitation any Content or information accessed from the Services; (3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees (collectively "Losses") of the Indemnified Parties in connection therewith.

17. **TRADEMARKS AND COPYRIGHTS.** Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site or press release.

18. **MISCELLANEOUS.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. Utility's use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AI, AI may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's intellectual property or proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Minnesota

with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its intellectual property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement shall be legally binding upon and inure to the benefit of AI and Utility, and our respective successors and permitted assigns.

If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or use of AI's Services.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to the Services.

Notwithstanding the foregoing, any additional terms and conditions within the Services will govern the items to which they pertain.