



Statement of Work

MV-90 XI STANDALONE UPGRADE FROM V5.0 TO V7.0

City of Cartersville, GA

Quote Number: Q-00001443

Oracle Account Identifier # 1522

Author: Tonya Repass

Date: February 16, 2023

Version: 1.1

Itron, Inc.

USA

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A. Change Record

Date	Author	Version	Change Reference
February 16, 2023	Tonya Repass	1.0	Date Created
June 13, 2023	Andrea Foord	1.1	Refresh pricing new Quote #

B. Introduction

This Statement of Work ("**SOW**") document defines the activities ("**Services**") to be performed by Itron, Inc. ("**Itron**") for City of Cartersville, GA ("**Customer**") for MV-90 xi Standalone Upgrade from v5.0 to v7.0 ("**Project**"). This SOW is entered into the last signature date of this agreement ("**Effective Date**") and is governed by the terms and conditions contained in Attachment A to this SOW.

This SOW form shall be used only where total Services are \$50,000 or less. If the Services exceed this amount, Itron may require additional and/or different agreements to be signed.

C. Project Scope

By signing this SOW, Customer engages Itron to provide the following Services and Deliverables related to the Project:

Services Provided	Description/Comments	Deliverables
Remote System Services	<ol style="list-style-type: none"> 1. Itron will conduct a Remote Kick-Off meeting and discussions of project definitions and documented in the Project Summary to include: <ul style="list-style-type: none"> • Roles & responsibilities • Risks and mitigation plans • Discuss high level schedule and timeline • Confirm system requirements • Confirm system architecture; hardware and software requirements including meter communication • Device migration requirements if any 	<ol style="list-style-type: none"> 1. Project schedule timeline 2. List of Preparation To Dos (action items) for both Customer and for Itron for project work to begin 3. Itron to provide login information to an FTP site where Customer can download files required for the upgrade including the installation guide 4. Customer responsible for downloading files from the FTP site and saving them in a location accessible by the Itron Technical Consultant
Remote Standalone MV-90 xi System Services to Upgrade Production System to v7.0-Existing Hardware	<ol style="list-style-type: none"> 1. Customer is responsible for providing a SQL Server with a database instance compatibly configured for MV-90 xi v7.0, including the creation of tables with Itron-provided scripts, and setting rights/permissions for each user or group of users for access from MV-90 xi workstation instance as per MV-90 xi system requirements. 2. Itron will upgrade the MV-90 xi v5.0 Standalone system. 3. Itron will assist Customer to the best of their ability with configuring upgraded system with any applicable modems or communication hardware to conduct meter communications, striving to ensure communications with each device that is currently being successfully interrogated in the existing MV-90 xi system. Any 	<p>Customer:</p> <ol style="list-style-type: none"> 1. Provide SQL Server software (SQL Server Express may be used and is free) 2. Set-up of SQL Server Database 3. Create SQL tables with scripts Itron will provide <p>Itron:</p> <ol style="list-style-type: none"> 1. Upgraded and fully functioning Standalone MV-90 xi v7.0 Production system

Services Provided	Description/Comments	Deliverables
	<p>telecommunication or meter issues will need to be addressed by Customer.</p> <p><i>NOTE: Itron consultants are not modem experts and most configuration and setup of complex modems and communication hardware will require the Customer to solicit assistance from the hardware manufacturer.</i></p> <p>4. Itron will perform system operational testing of the newly installed Standalone MV-90 xi v7.0 system to verify functionality and performance of the system following Itron standard test scripts and in accordance with the MV-90 xi Installation Checklist.</p> <p><i>NOTE: The MV-90 xi Installation checklist is used during the performance of the service and is an electronic document that the Itron Technical Consultant will update as applicable.</i></p> <p>5. Once all testing is completed and accepted by Customer, the new system will Go Live</p>	
MV-90 xi Training & Consulting Services	<p>1. Itron will perform informal training on new features and answer ad hoc questions.</p>	<p>1. MV-90 xi Release Notes in PDF Format for v6.0, 6.1, 6.2, and 7.0; or other documentation listing new features</p>
Project Administration	<p>1. Administer the project from the start date to include project setup documentation and admin tasks</p> <p>2. Upon completion of scope and deliverables, the Project Lead will formally transition the Project and Customer to Itron Support Services and the project will be closed.</p>	<p>1. Completed Project Summary Report at End of Project</p> <p>2. Completed MV-90 xi Checklist at End of Project</p> <p>3. Final invoice</p>

C.1. Project Schedule

A detailed Project schedule will be defined during the Project Kick-Off meeting as well as roles and responsibilities of the entire project team.

Work is anticipated during working hours Monday – Friday. No after hours, weekend, or holiday hours work is anticipated. Additional hours for this project (outside the planned hours of the project) may be available to Customer, to be determined based on the Project service work required and will require a Change Order and 60 days prior notice.

Item	System Services	Est Project Schedule
1	Remote hours for kickoff meeting, planning, and technical consulting.	1
2	Remote MV-90 xi system services for upgrade of the Production system, configuration, testing, go-live, transition to Support	16
3	Training on new features and ad hoc questions	3
4	Project management	2
Total Project Hours		22

C.2. Assumptions

1. Hardware/Software Requirements:

- a. Customer has in their possession the MV-90 xi software license file.
- b. Customer is responsible for providing a Microsoft SQL Server version that is compatible with MV-90 xi v7.0.
- c. Microsoft SQL Server is a third-party software and is not an Itron owned software. The customer is the owner and financially responsible for their Microsoft SQL Server and future upgrades. The Customer is responsible for maintaining, troubleshooting, and contacting Microsoft in the event of licensing or any other product issues.
- d. Customer is responsible for providing a separate SQL Server database instance that is required for the standalone MV-90 xi system with configurations compatible with MV-90 xi documented system requirements, even if it is designated as TEST, DEVELOPMENT or DISASTER RECOVERY backup system.
- e. Customer is responsible for creating Oracle, SQL or Actian tables when exporting for ODBC Exports or MV-Web, if applicable and verifying all necessary connectivity / access.
- f. Customer agrees to configure all computer hardware, network infrastructure, and communications according to the system requirements to be provided as a deliverable
- g. Customer is responsible for system requirements readiness. Details of required specifications will be confirmed during system requirements of Project Kickoff meeting.
- h. Customer agrees to configure all computer hardware, network infrastructure, SQL database, and communications according to the system requirements.

- i. Customer is responsible for printing all PDF hardware/software documents provided by Itron related to this service, if desired.

2. Network/Security:

- a. Any remote services will be provided via remote/web sessions. Itron will use Microsoft Teams unless the Customer requests another web application.
- b. Customer will not require the Itron Consultant to use a Customer supplied laptop.
- c. Customer will notify Itron of any customer related software required for remote access.
- d. Customer to provide ADMINISTRATOR access levels to computer and hardware required to carry out the tasks and deliverables defined in this SOW.
- e. Customer is responsible for the required security level to carry out any testing, troubleshooting, or normal operation to run the solution successfully on the operating system.
- f. Customer will make available to the Itron Consultant remote access to physical or virtual machine to access the required system and databases associated with the system to successfully install, configure, and test.
- g. Customer acknowledges that the installation of this software may require machine restart and agrees to allow such restart as may be required.

3. Remote Upgrade Services:

- a. Customer will ensure that all needed personnel/groups are available for the remote upgrade services for ad-hoc requests during a mutually agreed-upon time frame (this time frame typically involves a dedicated week of services). This includes an SQL DBA, MV-90 xi administrator, IT, Network, Security, and other people who will have a critical impact on the upgrade process to keep it moving at a pace conducive to maintaining the upgrade schedule.
- b. Customer will provide an IT resource to participate throughout the remote upgrade, ensuring all needed logins and passwords for Administrative rights are provided.
- c. Customer will allow remote control access through a customer-approved remote connect tool (e.g. Teams, TeamViewer, Zoom, etc.).
- d. If training services are to be provided remotely by the Itron technical consultant, the training sessions will last no more than 3-4 hours a day.

4. Project Team and Scheduling:

- a. The Project schedule is estimated and dependent on resource availability and any other readiness requirements set forth in this SOW after the signed SOW is received by Itron and fully executed.
- b. The Project Schedule will be further defined for all tasks during the Project Kick-Off meeting based on every team member's availability. If weekend or holiday scheduling is determined and not previously specified in Section C.1 Project Schedule, cost is subject to change due to holiday or after-business hours rates and might require the Change Order process.

- c. The Project Team requires at least 3-week advanced notice of a schedule change.
- d. Customer will be responsible for coordinating with IT, DBA, and communications staff to be part of the project.
- e. Customer agrees to make available MV-90 xi operations and technical personnel as required to respond to inquiries from the Itron consultant/trainer concerning system settings, configuration, operation, and custom program specifications.
- f. Customer will appoint a technically qualified Project Manager or Lead who will be the key point of contact for Itron related to the Services provided under this SOW.
- g. Customer will identify all outside consultants and partners, who will participate in the Project along with their roles and contact information.
- h. Customer will notify Itron in advance of any security requirements including background checks prior to the kick-off meeting.

5. System Testing and Issues:

- a. Customer agrees to make available to the Itron Technical Consultant remote or virtual machine access to the operating system if required to assist Customer with any testing or troubleshooting acceptance testing if applicable.
- b. Customer to make available test or operational field meters for system interrogation and processing tests following the install process. Itron will attempt to verify data communications with each of the meter types in the field during this service visit
- c. Customer can opt to provide additional test requirements as part of this SOW document (added as Attachment). Additional testing service hours will be estimated based on the extent of the additional testing required. If Customer did not provide additional testing requirements as part of this SOW Attachment and later requires additional billable testing hours, Itron will submit a Change Order Form to be approved by the Customer and Itron prior to any additional testing performed by Itron.
- d. Itron and Customer are responsible for timely assessment of issues, i.e. configuration-related, product defect or product enhancement, with Severity Level. All Severity 1's must be addressed before acceptance of system readiness for Production.
- e. Project Team will determine length of time to operate MV-90 xi in a test state, if applicable, and coordinate the project schedule with Itron Technical Consultant.
- f. Customer will provide a Telephone Communications (TELCO) subject matter expert to troubleshoot communication issues that are determined specific to TELCO and not to MV-90 xi software.

6. Third-Party Software/Hardware:

- a. Customer is responsible to procure, install, and configure all third-party software and license required for the performance of this SOW unless otherwise noted within.

- b. Customer agrees to interrogate field devices with modems that have been tested and verified to work properly with the existing MV-90 xi system for data retrieval. New 3rd party virtual communication software and or modem types introduced as a part of this service MAY impact schedule and cost.
- c. Conditions not under the control (including phone line quality, phone system hardware, modem hardware, meter modem configuration, and cell signal quality) of Itron may interfere with or prevent the success of these attempts. Itron will advise the Customer on recommended settings based on test results and modify MV-90 xi configuration settings as necessary to attempt to work around any hardware issues encountered but the remote services do not guarantee that all communications with each meter type will be successful.

7. Training:

- a. All training consulting will use Customer data, if possible. However, if it is not possible, the training will be provided with Itron demo data.
- b. Itron will provide Training material applicable to defined scope in PDF format after the SOW is fully executed. The Customer is responsible for printing all documents provided prior to Training event, if desired.
- c. Informal training is considered group presentation style training where participants do not necessarily have hands-on training.

8. Transition:

- a. Itron Technical Consultant and Global Technical Support Services will assist the customer in the transition to Itron Support.
- b. Itron will prepare a Project Definition Report (“PDR”) to track the project and finalize upon completion of services. A copy of the PSR will be provided to Customer as a deliverable and to Global Technical Support Services.
- c. Project completion is defined as completion of scoped services and Deliverables delivered, as defined in Section C. Project will be closed and invoiced upon Project Completion. Product issues not affecting defined Deliverables will be transitioned to Itron Support to manage and support and the Project will be closed two weeks from Project Transition to Support.
- d. Itron will provide a short survey to customer with the final invoice.

9. Custom Code:

- a. No customization of the Itron software is included in the scope of work. If a need for a product enhancement and customization is identified during the project, a new fully executed Statement of Work or Change Order will be required prior to any additional service(s) or deliverable(s).

D. Service Fees & Related Details

Total Service fees for the Project are **\$8,602.00** (USD) on a Fixed Fee basis and shall not exceed without Customer prior written approval. All services are to be done remotely, thus no travel expenses are associated with this SOW. Reference: Quote Number: Q-00001443.

These fees are based upon Itron's recommended engagement approach, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the current fees. Any changes that affect Itron's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process described in this SOW.

Itron will invoice Customer at the **end of the Project** for Services performed and for costs incurred. If at any point, there is reason to believe that this amount will be exceeded; Itron will immediately notify Customer as to the changes in the estimate and issue a Change Order, which will be approved by Customer. Customer shall pay all taxes, if any, due for Services provided by Itron to Customer under this SOW.

E. Change Control Process

An Itron Change Order Form ("**Change Order**") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by Customer and Itron.

F. Contact and Billing Information

Requested	Customer Data
Contact Name	
Contact Phone # (s)	
Contact Email Address	
Physical Location Address (if applicable)	
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

G. Statement of Work Agreement Approval

Customer and Itron agree to the terms of this SOW and by signing below, Customer authorizes Itron to perform the Services detailed herein.

Customer	Itron, Inc.
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

Statement of Work Identifier: MV-90 xi Standalone Upgrade from v5.0 to v7.0
Customer: City of Cartersville, GA
SOW Author: Tonya Repass
Date Created: February 16, 2023
Version: 1.1

Please e-mail the signed SOW to the contact below. A fully executed copy will be returned to you electronically in PDF format by e-mail.

If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.

Attn: Tonya Repass
Itron, Inc.
8529 Six Forks Road
Suite 100
Raleigh, NC 27615

Or e-mail the PDF attachment to mv.services@itron.com

ATTACHMENT A
Additional Terms

This section provides key terms governing the performance of the Services and the allocation of liability, without which the fees charged for the Services would be higher.

- Customer will furnish all facilities and assistance at Customer's site as requested by Itron personnel performing the Services.
- The parties acknowledge that each party may acquire non-public information and material that is confidential, proprietary or trade secret information ("Confidential Information") of the other party. Any such Confidential Information shall be (1) items conspicuously marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure, or if not marked, information that should, by its nature, be considered confidential, and (2) items set forth in this SOW.
- Except for information that has been published or is otherwise available to the receiving party without breach of this SOW, each party agrees to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information and not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this SOW. Each party will limit the disclosure of Confidential Information to employees or subcontractors with a need to know who: (i) have been advised of the confidential nature of the Confidential Information; and (ii) have acknowledged the express obligation to maintain such confidentiality.
- Fees for Services will be billed in U.S. Dollars on a fixed fee or time and material basis at the rates identified herein. Fees will be invoiced within thirty (30) days after the Services. Payment terms are net 30 from date of invoice. Customer will reimburse Itron for all reasonable and documented travel, lodging and related expenses incurred by Itron personnel in performing Services. The terms and conditions of this SOW shall supersede the terms of any purchase order issued by the Customer.
- Itron is a developer of computer software and as such, may use its proprietary software, documentation and other software licensed to Itron in the performance of the Services. All software, software enhancements, updates, bug fixes and other modifications to the software and documentation and other related work product resulting from this Agreement are and shall remain the property of Itron or its licensors. Customer may be entitled to use the software and documentation only in accordance with a separate software license agreement.
- Itron warrants that all Services provided under this SOW will be performed in a professional and workmanlike manner in accordance with industry standards. For Services that do not meet this warranty, Itron will re-perform the Services at its cost, provided that Customer notifies Itron in writing of such deficient Services within sixty (60) days of the date that the Services were initially performed. The foregoing states Customer's exclusive remedy and Itron's sole liability for breach of this Services warranty. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES AND DELIVERABLES.**
- **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SOW, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL ITRON'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS PAID BY CUSTOMER TO ITRON UNDER THIS SOW.**
- Itron will not be responsible for any failure to perform the Services due to unforeseen circumstances beyond its reasonable control.
- This SOW, including any Attachments, sets out the entire agreement between the parties relative to its subject matter and supersedes all prior or contemporaneous agreements or representations, oral or written. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original.
- This SOW, including any Attachments, and its performance hereunder shall be governed by and construed in accordance with the laws of State of Washington without reference to Washington conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods and any jurisdiction's implementation thereof shall not apply to this SOW.