



Statement of Work

AMI Premium Support Services

Service Part Number: SERV-AMI-PRSUP

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Prepared for: **City of Needles**
CRM Opportunity #: < TBD >



Confidentiality

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Document History

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Revision History

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1. Overview of Services

1.1 Purpose

This Statement of Work (“SOW”) defines a business transaction between City of Needles (“Customer”) and Landis+Gyr in which the latter will provide services (“Services”) related to a specific Landis+Gyr standard service offering or a customized service. This document establishes the scope for the Work to be performed; defines the context of the Services; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties.

1.2 Scope

Customer is obtaining Premium Support for the AMI System provided by Landis+Gyr for the fees set forth this SOW. Therefore, only Software obtained directly from Landis+Gyr is covered under the terms of this SOW. Further, Landis+Gyr is under no obligation to support Software that has been modified without Landis+Gyr’s consent or authorization. Should Landis+Gyr decide to provide support for Software modified without the consent or authorization of Landis+Gyr, said support would require an additional support fee.

1.3 Resources

If Customer is unable to establish a positive working relationship with a member of the Landis+Gyr staff providing Premium Support after good faith efforts to do so, Customer may request that Landis+Gyr replace that staff member. Landis+Gyr agrees not to unreasonably withhold consent to making such a replacement.

1.3.1 Designated Technical Resource

Landis+Gyr will provide a single point of contact (the “Designated Technical Resource”) during Business Hours for technical related support issues. Where an Issue occurs outside of Business Hours, Customer agrees to follow the Landis+Gyr 24x7 Customer Support Desk procedure, which is defined in Section 1.3.2 below.

Landis+Gyr will assign the Designated Technical Resource upon a mutually executed agreement.

- Serve as the Designated Point of Contact, remotely as specified within this SOW.
- Provide tracking of and routine updates on AMI cases.
- Perform initial risk assessment of the solution when issues are identified with adjacent systems.
- Perform initial troubleshooting with in-depth solution knowledge.
- Assist with configuration management and necessary adjustments for refined business processes, new product releases, etc.
- Coordinate and manage escalated issues with internal Landis+Gyr teams.
- Provide best practices (queries, processes, procedures) designed for your specific utility.
- Deliver monthly AMI System performance reports to Customer (for SaaS accounts only).
- Record and track the current status of pending Change Requests.

- Conduct routine operational review meetings with Customer.
- Support future planning of AML enhancements.
- Planning and execution of firmware upgrades (once per calendar year post Command Center upgrade).
- Monthly delivery of all Landis+Gyr documentation changes.
- Proactively assist with configuration management and system adjustments for new business processes/product releases.
- Structured after hours support process for planned system maintenance.

The escalation process for Incidents not resolved in the timeframe outlined in this SOW is defined in Section 2.4 below.

1.3.2 Customer Support Desk

In the event it is after hours or the Designated Technical Resources is unavailable, Landis+Gyr will provide a 24x7 designated Customer Support Desk mechanism that will act as the point of contact for Customer to report Incidents and make Service Requests. The Customer Support Desk will be the owner of Incidents until successfully closed. The designated phone number for the Customer Support Desk is 1-888-390-5733.

The Customer Support Desk will take responsibility for recording and managing all Incidents are recorded and managed to successful closure and will provide resources to deal with User enquiries and to handle Customer requests for change. The Customer Support Desk will monitor the timely handling of the Incident by each assigned Resolver Group initiating escalation actions as required. The Customer Support Desk will route phone calls to key support team members assigned specifically to the Customer account. In addition, Landis+Gyr will assign specific technical support individuals to Customer and provide priority field visits as necessary.

1.4 Customer Relationship Management (CRM)

Customer will have access to a customized dashboard through a web portal, which will contain account management information such as:

- Incident tracking to include the ability to enter Incidents directly to Landis+Gyr.
- Service Level Agreement tracking; customized performance reporting via web portal on a monthly basis.
- Option of integration through an API interface.

1.5 Remote or On-Site Support

The work defined within this agreement which will be provided by Landis+Gyr to Customer is remote. For remote support provided by Landis+Gyr, Customer must provide consistent remote access for delivery of services described in this SOW. Landis+Gyr will coordinate with Customer to discuss level of access required and test connectivity immediately after agreement. If on-site support is required, Customer will be responsible for the associated travel and expense costs in addition to the pricing quoted in this SOW.

1.6 Service Exclusions

The following items are excluded from the Premium Support Services and are considered out-of-scope for Landis+Gyr as part of this Statement of Work:

- Hardware, software and network owned, maintained, operated, managed, or procured by Customer (or its third-party supplier, or an agent of Customer).
- The introduction of viruses to the Customer network is beyond the reasonable control of Landis+Gyr.
- Loading and maintaining all current Software, backing up Software, applications, and data for disaster recovery purposes, as well as Software administration. Customer is also responsible for database administration and maintenance to include partitioning, statistics gathering, and purging of data is also excluded.
- All third-party products and services, whether or not Landis+Gyr recommended them or assisted in their evaluation or selection (i.e., Microsoft SQL server) unless provided and supported by Landis+Gyr.
- Supply or field installations, replacement, maintenance of AMI System hardware necessary to support the AMI System performance outside of the scope of this SOW.
- Circumstances outside of Landis+Gyr's reasonable control.
- Items that require Implementation Services to fulfill. Such services will require a separate, project-based statement of work, unless otherwise already included in the scope of some other agreement between Customer and Landis+Gyr.
- Requests for the Designated Technical Resources to provide services and technical support that is not explicitly described or in alignment with the prior section scope of responsibilities.

2. Responsibilities

2.1 Customer Responsibilities

Customer shall ensure that all Customer users and authorized representatives adhere to the Customer responsibilities defined in this SOW. Failure to do so will mean that Landis+Gyr cannot be held to the terms of this SOW that are directly affected by such failure on the part of Customer or their Users.

Customer responsibilities and/or requirements in support of this SOW include (at Customer cost):

- Provide or acquire all necessary levels of appropriate training to users should Landis+Gyr determine that lack of training is a contributing factor to the occurrence of system support Incidents.
- Report Incidents to Landis+Gyr as soon as they occur with full details, where known.
- Submit Change Requests to Landis+Gyr, with a clear definition of requirements.
- Assign appropriate priority to Incidents and/or Service Requests
- Notify Landis+Gyr prior to any scheduled downtime on any direct or ancillary systems that could impact services provide by the Landis+Gyr AMI System.

2.2 Landis+Gyr Responsibilities

Landis+Gyr's responsibilities during the delivery term of this SOW are to:

- Meet the established Service Levels contained in this SOW.
- Perform data gathering and reporting, including:
 - Gathering performance data relating to all Service Levels.
- Keep records on the current status of outstanding Change Requests.

2.3 Incident Management

Landis+Gyr will provide formal Information Technology Infrastructure Library (ITIL) compliant Incident Management.

Incident Management is triggered by a User reporting the Incident to the Customer Support Desk.

The Customer Support Desk will perform the following actions for reported Incidents:

- Log and categorize reported Incidents.
- Track the Incident through to resolution.
- Provide status updates to Users.
- Engage appropriate Incident resolution resources.
- Escalate to appropriate Resolver Groups and levels of support.
- Dispatch a Resolver Group where applicable.
- Identify known errors and repetitive Incidents, providing a work-around where applicable.
- Verify closure with the User[s] and where applicable, obtain Customer concurrence for Incident closure.

- Respond to User queries regarding Incidents.
- Initiate escalation procedures for critical situations.
- Close the Incident Request record and document the resolution of the Incident.

2.3.1 Incident classification and notification

When an Incident is reported to the Customer Support Desk, it is recorded in a problem tracking system, regardless of whether the Incident is resolved immediately or requires further action. Landis+Gyr generates a number for the case, and as part of the problem reporting process, the Customer Support Desk analyst and the User will agree on an assigned severity level, indicating its impact on Customer work. The goal of prioritization and escalation is to assure delivery of prompt service as agreed upon and to offer a mechanism to accelerate support for high-priority issues and to provide a map of escalation, if required.

In support of the services outlined in this SOW, Landis+Gyr will respond to service-related Incidents and/or requested submitted by Customer within the following timeframes to ensure optimal Service Level provision to Customer. (See Appendix A).

2.3.2 Incident Resolution

Landis+Gyr shall perform the following activities when required to resolve Incidents:

- Investigate and diagnose the cause of Incidents.
- Take appropriate actions to resolve Incidents.
- Ensure that other related activities are reported and recorded by the Customer Support Desk.
- Generate periodic reports on responses to Service Levels, shown in Appendix A, for Customer, upon request.

Upon notification of an Incident by a User to the Customer Support Desk, remote management tools may be used to assist in analyzing and resolving the Incident during the term of this SOW.

Customer agrees to provide Landis+Gyr with access to Customer network system to install and use remote access software ("Remote Access Software"), or VPN access if not already in place between Landis+Gyr and Customer. The Remote Access Software contains technological measures designed to collect and transmit to Landis+Gyr certain diagnostic, technical, usage and related information, including information about Customer computers, systems, network and any third-party products, relating to or derived from Customer use of the Software. Customer acknowledges and agrees that Landis+Gyr and its authorized representatives may collect, maintain, process and use this information in the course of performing the services under this SOW.

2.4 Customer Escalation Contact Information and Flows

If an Incident is not resolved in accordance with the Service Level Agreement set forth in Table A below, the Customer Support Desk shall provide regular on-going status updates to the Customer following agreed upon procedures.

The Customer Support Desk may trigger escalation procedures when an Incident resolution time is in danger of exceeding the Service Level Agreement threshold defined in this SOW.

The objectives of the escalation procedures are to ensure that:

- The fault is rectified as quickly as possible.
- All necessary measures are taken to minimize any disruption to Customer operations.
- If a fault cannot be rectified within pre-determined periods, affected Users will be notified of the Incident and the progress of its resolution.
- Appropriate and progressively more senior, Landis+Gyr staff members are made aware of the fault and the actions being taken for resolution.
- Appropriate resources are allocated as necessary to assist the resolution effort.

At each level of escalation, Landis+Gyr and Customer will work in good faith to resolve the issue. If after a reasonable time, considering the severity of the issue, Customer is not reasonably satisfied with the current Landis+Gyr response, Customer may ask for the case to be escalated to the Landis+Gyr support management and executive teams.

2.5 Customer /Landis+Gyr Contact Information

Landis+Gyr and Customer will provide each other with all of the required contact information for all personnel necessary to perform the obligations under this SOW.

3. Terms

3.1 Confidentiality

1. Landis+Gyr, its affiliates, and Customer may exchange Confidential Information (as defined herein) with each other, and each party shall take all reasonable precautions to prevent such Confidential Information from being disclosed to third parties, including officers and employees not having a legitimate need for the information, and shall not disclose any Confidential Information to third parties unless the discloser of such Confidential Information has consented to disclosure in writing. These non-disclosure obligations shall survive the termination of this SOW and shall continue for a period of five (5) years thereafter. Information need not be marked "Confidential" to be considered Confidential Information. "Confidential Information" includes any Confidential Information disclosed prior to the Effective Date of this SOW.
2. No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party shall remain the sole and exclusive property of such other party and that the receiving party shall have no proprietary rights, title, or interests therein except as otherwise provided in this SOW.
3. Termination. Upon termination for any reason, or at any other time that Customer or Landis+Gyr demands, the other party shall promptly deliver and/or certify destruction of Confidential Information, as appropriate, to the requesting party all Confidential Information (copies and originals) of the requesting party as may be in the other party's possession or under its control.
4. Non-Confidential Information. Notwithstanding the definition of Confidential Information, the following information shall not be considered Confidential Information:
 - a. Information which is already generally available to the public.
 - b. Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the receiving party in breach of this SOW.
 - c. Information known to the receiving party on a non-confidential basis prior to receipt by the disclosing party.
 - d. Information that is independently developed without access to the disclosing party's Confidential Information; and
 - e. Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the receiving party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure.

3.2 Term and Termination

This SOW shall become effective on the last signature date below and continue in full force and effect until the earlier of (i) the completion of the Services described herein or (ii) twelve (12) months (the “Term”), unless otherwise extended or terminated in accordance with the terms herein.

Either party may terminate this SOW upon sixty (60) days prior written notice to the other party for failure of such party to fulfill any of its material obligations hereunder. In the event that the breaching party corrects the breach within the sixty (60) day period, this SOW shall continue in full force and effect as it would have had such breach not occurred. Failure to perform due to force majeure shall not be considered a substantial or material default under this SOW.

3.3 Change Management

If changes are requested by either party following the Effective Date, the requesting party (Requester) shall provide a request to the other party (Requestee) in writing. The Requestee will analyze the impact and inform the requester of any impacts to cost, schedule, and other implications to perform the change. If both parties mutually agree to the written change request, it will be considered a Change Order, deemed an amendment to this SOW, and incorporated into this SOW by reference. Execution of the requested work cannot begin until both parties have accepted the Change Order in writing.

3.4 Definitions

1. **AMI System** defined as the Advanced Metering Infrastructure hardware and Software provided by Landis+Gyr or its representative. These items include AMI, AGA, ALM, DA, Streetlights.
2. **Business Hours** are defined as **8:00 AM– 5:00 PM Central Standard Time, Monday through Friday.**
3. **Case** means a communication from Customer to Landis+Gyr through the case tracking mechanisms of Landis+Gyr reporting a suspected Defect or other problems/questions Customer is having with the AMI System.
4. **Customer Support Desk** defined as the group provided by Landis+Gyr for Customer to report Incidents and to make Service Requests.
5. **Custom** or **Customization** means a modification or a unique service offering that is made available in response to a Customer request for a particular feature, functionality, or interface that is not already included in a Landis+Gyr commercially available, standard product or service offering.
6. **Documentation** means all manuals, instructions, specifications and other documents and materials that Landis+Gyr provides or makes available to Customer in any medium and which describe the functionality, components, features or requirements of the Software, including any one or more of installation, configuration, integration, operation, use, support or maintenance thereof.
7. **Implementation Services** means Landis+Gyr services that are provided to a Customer outside the scope of Premium Support. Examples of Implementation Services include, but are not limited to, performing software upgrades, software changes or enhancements, new software

installations, new integrations, and Customizations.

8. **Incident** defined as any event that is not part of the standard operation of the Service and which causes, or may be expected to cause, an interruption to the Service or a degradation of the Service.
9. **Incident Management** defined as the investigation and resolution of a problem that has caused (or may be expected to cause) a major Incident or a number of smaller Incidents.
10. **Incident Request** defined as requests for service due to an Incident.
11. **Premium Support** defined as the responsibilities described in this SOW that is carried out by Landis+Gyr and the Designated Technical Resource.
12. **Resolver Group** defined as one of a number of specialist teams, within Landis+Gyr or contracted to Landis+Gyr, which may be assigned work in order to resolve an incident or to investigate a problem.
13. **Service Levels** defined as the standards of service detailed in Table A of this SOW.
14. **Service Requests** defined as Customer requests for additional services beyond Incident resolutions.
15. **Services** defined as support services for the Software to be provided by Landis+Gyr to Customer as set forth in this SOW.
16. **Software** defined as the computer application and programs, in object code, that Customer licenses from Landis+Gyr or provided remote access to by Landis+Gyr as software as a service to the Customer, under a separate agreement.
17. **User** defined as the staff of Customer or third parties working under the control of Customer making use of the Service.

3.5 Representation and Warranty

Landis+Gyr warrants that it will provide Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with the prevailing standards of its industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. The Services warranty period shall be ninety (90) days after performing a service. In the event of a breach of this warranty, Landis+Gyr shall re-perform the Services in a manner consistent with this warranty and cure such breach within thirty (30) days after written notice.

3.6 Disclaimer of Warranties

Except for the warranty set forth in section above, Landis+Gyr makes no warranty whatsoever with respect to the services, including any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; or (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

3.7 Limitation of Liability

In no event shall Landis+Gyr be liable to Customer or to any third party for any loss of use, revenue or profit or loss of data, or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Landis+Gyr's aggregate liability arising out of or related to this SOW, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Landis+Gyr pursuant to this SOW. The limitation of liability shall not apply to liability resulting from Landis+Gyr's gross negligence or willful misconduct or death or bodily injury resulting from Landis+Gyr's negligence acts or omissions.

3.8 Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this SOW or prepared by or on behalf of Landis+Gyr in the course of performing the Services (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer materials shall be owned by Landis+Gyr. Landis+Gyr hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

3.9 Notices

Notices shall be in writing (and may be by electronic email if specifically acknowledged or confirmed by recipient) and shall be by certified United States mail (return receipt requested), by guaranteed overnight delivery, by courier, or by confirmed facsimile. Addresses shall be provided to Customer and Landis+Gyr upon request.

3.10 Force Majeure

Landis+Gyr shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this SOW, for any failure or delay in fulfilling or performing any term of this SOW when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Landis+Gyr including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce).

3.11 Relationship of the Parties

Landis+Gyr shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this SOW, for any failure or delay in fulfilling or performing any term of this SOW when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Landis+Gyr including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce).

3.12 No Third-Party Beneficiaries

This SOW is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms.

3.13 Survival

Provisions of these terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this SOW including, but not limited to, the following provisions: Confidentiality, governing law, Limitation of Liability and Survival.

3.14 Miscellaneous

1. This SOW sets forth the entire understanding and agreement between the customer and Landis+Gyr with respect to the subject matter hereof. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

2. The customer may not assign this SOW without Landis+Gyr's consent, and no amendment or modification to this SOW shall be of any force or effect unless memorialized in a written amendment hereto signed by both parties.
3. This SOW shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, and, in the event of any legal dispute or adjudication, the parties agree to the exclusive venue of the appropriate federal or state court in the State of Georgia.

4. Pricing

Landis+Gyr will provide Premium Support Services for the scope as defined in this SOW for the fees as shown below for each twelve (12) months of services. Pricing is waived for the initial first year Term and is subject to CPI increases with each annual renewal Term thereafter.

Table 1 Fees

#	Year	Payment
1	Premium Support for Year 1	Waived
2	Premium Support for Year 2	\$28,875.00
3	Premium Support for Year 3	\$30,318.75
Total		\$59,193.75

If Customer chooses to accept this SOW:

- a. Customer shall sign, date, and return this document to Landis+Gyr;
- b. Landis+Gyr will invoice Customer as follows within thirty (30) days of the start of Landis+Gyr's Responsibilities as defined within this SOW (Customer can choose to be billed on a monthly or annual basis);
- c. The Customer shall pay such an invoice within thirty (30) days after it is received.
- d. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.
- e. All pricing is in U.S. Dollars. If this SOW remains unsigned by both parties, the work and pricing is only valid for sixty (60) days from the document date.
- f. Travel expenses are out of scope and not included in the quoted costs.

4.1 Pricing Clarifications

Landis+Gyr can offer additional services to Customer that are not included this SOW. Pricing for such additional services will be dependent on mutually developing and executing a separate statement of work. Landis+Gyr can also offer ad-hoc services to meet various Customer needs, based on the current Landis+Gyr hourly rate card, and provided such needs do not require Implementation Services to fulfill. Landis+Gyr will only proceed with such ad-hoc services upon written approval from Customer and alignment of resources.

5. Approval Signatures

Approval Signatures confirm that Landis+Gyr and City of Needles agree to abide to the scope of services and pricing as defined herein.

Landis+Gyr Approver 1:

Printed Name

Signature Date

Landis+Gyr Approver 2:

Printed Name

Signature Date

City of Needles Approver:

Printed Name

Signature Date

6. Appendix A – Service Levels

Table 2 Service Levels

Severity	Description	Target Response Time	Status
Critical - 1	<p>A Severity 1 (Critical) item encompasses the following:</p> <ul style="list-style-type: none"> The production AMI system is completely down or unavailable. Affects multiple users and halts or severely impacts the ability to conduct business critical functions such as Billing and Field Operations. 	1 hour or less	Within 4-8 hours
High - 2	<p>A Severity 2 (High) item encompasses the following:</p> <ul style="list-style-type: none"> The production or non-production AMI System is functioning, but core business operations are highly impacted. Impacts individual or small work group. Normal operations may be degraded but can continue. Capabilities are limited or unstable with major, periodic interruption and/or impacts to contracted service level agreements. 	4 hours or less	1 business day
Medium - 3	<p>A Severity 3 (Medium) item does not require immediate remedial action and encompasses the following:</p> <ul style="list-style-type: none"> Informational type requests or analytical inquiries. The production or non-production AMI System is functioning, but capabilities are moderately impacted. There is medium-to-low impact to core operations, but business functions can continue. Non-emergency issues. 	1 business day	3 business days
Low - 4	<p>A Severity 4 (Low) item is a general usage question, request for information, reporting of an error that is cosmetic in nature, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.</p>	2 business days	6 business days