AMENDMENT NO. 3 TO

SOFTWARE LICENSE AGREEMENT

This Amendment No. 3 dated this_____day of_____2024 is made a part of the Agreement dated December 19, 2017, Amendment No. 1 dated April 27, 2021, and Amendment No. 2 dated April 25, 2023, between the City of Norman (OWNER) and N. Harris Computer Corporation (Organization) for services.
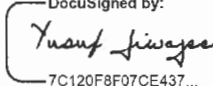
1. The times for the performance of Organization's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.

2. The Scope of Services of Organization of said Agreement is amended and supplemented as described in Attachment B attached hereto and incorporated by reference herein.

3. The method of payment for services rendered by Organization shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, Amendment No. 1, and Amendment No. 2, and not specifically referenced in this Amendment No. 3 remain in effect and unchanged.

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IN WITNESS WHEREOF, City and Organization have executed this AGREEMENT. DATED

this _____ day of _____, 2024.

N. Harris Computer Corporation - Organization

By: _____ **ATTEST** _____
DocuSigned by: *Yusuf Jiwajee* August 22, 2024 | 08:09:03 PDT DocuSigned by: [signature] August 22, 2024 | 11:37
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Printed Name: Yusuf Jiwajee _____ Cesar Teodoro

Title: VP, Customer Success _____ Director, Customer Success

City of Norman - City

ATTEST

By: _____

Printed Name: Larry Heikkila _____ Brenda Hall

Title: Mayor _____ City Clerk

APPROVED as to form and legality this _23rd_ day of _Aug._____, 2024.

_____
City Attorney

ATTACHMENT A

SCHEDULE

The Organization understands that the City is currently completing the Meter Infrastructure Program to upgrade water meters and has been involved in that project and therefore understands the timelines and deadlines for integrations. As such, the scope of work in Attachment B will be completed to facilitate the completion of the overall Meter Infrastructure Program.

ATTACHMENT B

SCOPE OF WORK

Client Request

City of Norman has a project to implement AMI meters. To better manage and maintain meter reads for billing, City of Norman is requesting a statement of work from Advanced Utility Systems (Advanced) to integrate with SmartWorks MDM using REST API and Multispeak.

Proposed Solution

The services to be provided under this SOW are as follows:

1. Advanced CIS Infinity integration with SmartWorks MDM. SmartWorks is a meter data management and analytics solution. SmartWorks to synchronize customer, account and location data and requests for billing meter reads, on demand reads and disconnect/reconnect actions.
2. Integration between Advanced CIS Infinity and SmartWorks MDM is accomplished with a combination of REST API and MultiSpeak.

Integration Details

Data Synchronization

Periodic synchronization activity will occur between CIS and SmartWorks via CIS REST API. SmartWorks will use CIS REST API to retrieve the information listed below:

1. Meter information (Meter reading; Meter Types; Meter latitude and longitude info)
2. Account information (Account number, Address, List of meters on the accounts, Account types, Account billing cycle information)
3. Customer Account information (Account ID (account #), Occupant code (account type), Address, Customer name, Customer Number, Customer email)
4. Customer to location relationship (Customer active at the account)
5. A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)
6. A date-driven cross reference between account and location (i.e. customer move in/out information)
7. When a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS system and provided during Data Synchronization

Billing Interface

SmartWorks will provide meter register reads for billing in CIS Infinity utilizing the combination of REST API and MultiSpeak.

Remote Actions Integration

SmartWorks will integrate with Advanced to provide the ability for a user to initiate a remote action from CIS based on the data from MDM.

Remote On Demand Reads (CIS: AccountView – Reading History tab)

The On Demand reads is triggered from CIS Infinity within the Reading History tab on AccountView. When requested by a Customer Service Representative (CSR), a read will be displayed on the screen. Within CIS, an event will be logged with a date and timestamp of the reading as well as the reading and the user that requested the meter reading. The user has the following Read Options to select from:

1. Current read (On Demand Reads)
2. Read as of date
3. Latest read

Remote Disconnect/Reconnect (CIS AccountView – Collections – Actions on Disconnect tab)

The Remote Disconnect/Reconnect is triggered from CIS Infinity through options on the AccountView's Collections – Disconnect tab. When requested by a CSR, a disconnect or reconnect action will be sent to the AMI system via MDM. SmartWorks Compass will act as a broker between CIS and the AMI system. The request result will be displayed on the screen in CIS and an event will be logged and the date and timestamp of the disconnect or reconnect request. In addition, the user that requested the disconnect/reconnect will be recorded in CIS. One of the aforementioned read option would be required prior to a disconnect.

Move-In/Move-Out Automation (MIMO)

1. When creating a Service Order (SO) for AMI meters on the accounts in CIS, CIS will send a remote request to the MDM system and close the service order upon successfully processing the MDM response. The following details the exchange:
2. CIS Infinity will send a request to the MDM system
3. The request should be one of the options below:
   - Read Meter
   - Disconnect Meter
   - Reconnect Meter
4. CIS will process the MDM response
5. CIS will update the service order progress notes with details on the attempt to send the request to the MDM system
6. CIS will mark the Service Order as completed if both the following conditions are met:
   - All meters on the SO are active AMI meters on the account (all active meters at the account if no meter selections were included in the SO, or all meters on the SO are AMI meters if there were meters specified on the SO)
   - All the requests for the AMI meters on the SO were successfully processed

Meter Provisioning and Meter/Account Synchronization between CIS and AMI:

1. Create an Export Interface from CIS to provide Meter & Endpoint Inventory data which will be sent to Utiliuse (AMI vendor):
   - Account Number
   - Customer Number
   - Customer Full Name
   - Home Phone
   - Mobile Phone

- Service Address
- Service city
- Service State
- Service Zip
- Meter Number
- Previous Reading
- Meter Status
- Meter Type
- Meter Size
- Meter Reading Notes
- Service
- Cycle
- Serial Number
- Remote Id
- Book
- Read Type
- Latitude
- Longitude
- Dials

2. Create an Import Interface into CIS, which will insert a removed date and removed reading on the existing meter and insert a new meter on the account and change the status of the meter in the inventory:
   - Account Number
   - Old/Existing Meter Number
   - Removed Reading
   - Removed Date
   - New Meter Number
   - Serial Number
   - Last/Installed Reading
   - Remote Number
   - Read Type
   - Date Installed for New Meter
   - Meter Type
   - Remote Type

Assumptions

The following assumptions are made to complete the necessary details within this SOW:

1. The city of Norman will need to have installed REST API.
2. The city of Norman needs to provide Workflows for Move in and Move outs and Connect and Reconnect Processes.
3. The information and processes to be exchanged/developed between CIS and other systems are subject to change upon further inspection and discovery of the systems' processes.

4. Any Services not explicitly mentioned in the 'Proposed Solution' section, and any additional requirements will result in a change order.
5. In the event additional hours are required to effectively complete this SOW, a request will be made for the amount of hours needed.
6. If the TEST system is refreshed without notifying Advanced Utility Systems 72 hours prior to the system refresh, Norman will be responsible for all costs associated with reconfiguring the system.

Conditions

The following are the conditions for this SOW:

1. Advanced will lead and perform the required activities to implement this SOW
2. In the event the scope of work changes or there are new requests, additional hours will be required
3. Client is responsible to test any changes made under this SOW and promptly provide feedback or additional details required to Advanced
4. If desired by Client, Advanced may execute a portion of this SOW during weekend or holiday hours at a premium hourly rate of $380
5. Notice of cancellation of work under this SOW must be received in writing
6. Client is responsible for the payment of any/all hours utilized prior to the receipt of cancellation notice which will be invoiced
7. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Norman and are not in scope.
8. Each party hereto agrees, acknowledges and confirms that, except to give meaning and effect to the amendments set forth in this SOW, the Master Agreement remains in full force and effect, are hereby ratified and confirmed in all respects and are binding upon the parties thereto and their successors and permitted assigns
9. This task covers the development and configuration of CIS Infinity interfaces to existing Norman systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet Norman CIS needs. All development work completed by Advanced will be communicated, in advance, to Norman's Project Manager so that Norman's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of Norman and are not in scope

Expenses

If expenses are incurred by Advanced to provide services outlined in this statement of work, Advanced staff will be using a meal per diem of $70 per weekday and $125 per weekend day or holiday which will be billed to the Client. The meal per diem will not be required to submit receipts. All other expenses will continue to be billed on actual-basis (i.e. airfare, hotel, car rental, fuel, mileage, travel time, etc.) and will be required to submit receipts.

Escalation Process

Several processes may trigger the escalation process which includes issue tracking, contract management, and risk management. This process assumes that prior attempts have been made to resolve the item and the appropriate parties cannot reach a resolution. When an item is escalated, the appropriate participants are notified via formal communication (email) which includes a summary of the concern/issue and the analysis of each party's position. The participants must be provided with sufficient time, to review the analysis and concerns prior to scheduling any resolution meetings.

The levels of escalation and the participants in each level include:
1. Advanced Resource (Client Services Technical Consultant who is assigned the project)
2. Advanced Manager (Client Services Team Lead)
3. Advanced Sponsor (Director of Client Services)

Standard of Care/Warranty Disclaimer

The standard of care applicable to the Professional Consulting / Information Technology (PC/IT) services arising under this SOW will be the degree of skill and diligence normally employed by PC/IT consultants performing the same or similar services. No further warranty of guaranty, expressed or implied, is made with respect to the services furnished hereunder and all implied warranties are hereby disclaimed including the warranty of merchantability and fitness for a particular purpose.

Limitation of Liability

THE LIABILITY OF ADVANCED (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY INDEMNITY OBLIGATION) FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY THE CITY TO ADVANCEDPURSUANT TO THIS SOW.

IN ADDITION TO THE FOREGOING, ADVANCED SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF ADVANCED HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THESE LIMITATIONS SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ATTACHMENT C

COMPENSATION

The OWNER will compensate CONSULTANT on a lump sum basis for the services rendered. The lump sum fee is broken down below by task as defined in the Scope of Services (Attachment B):

Milestone Payment (MP)	Amount
MP1: Upon signing this SOW	$22,950
MP2: Upon installation of MultiSpeak API on one Test system	$15,300
MP3: Upon initial data sync for integration	$15,300
MP4: Upon initial request for reads from CIS	$11,475
MP5: Upon Go-live	$11,475
Total	$76,500

Note: Annual AMI Integration fee of $7,500 will be invoiced immediately upon MDM installation on the Test system and prorated to align with the CIS Support & Maintenance billing period (December 31, 2024). The full amount will be collected each year thereafter with the same terms as the Support and Maintenance Agreement.