



1 Introduction

The SmartWorks Hosting Solution offers our clients a cost effective alternative to in-house operation of their SmartWorks applications. By choosing the SmartWorks Hosting Solution, our clients can eliminate capital expenditure costs for hardware and software licensing, as well as alleviating the need for in-house management of servers, database and backup. This document describes the scope of services offered and the associated fees.

1.1 Related Documents

This document is subject to the terms and conditions as defined in the documents referenced below;

1. Software License, Support and Maintenance Agreement between City of San Marcos and N.Harris Computer Corp.
2. City of San Marcos Hosting Agreement.

2 Scope

At a minimum, the Hosting Environment provided will ensure that under recommended and normal operation of the hosted MeterSense MDM solution that:

- Synchronization information will be processed within 2 hours.
- AMI Data will be processed and validated within 5 hours.
- Meter event data will be processed in real time when received if MeterSense MDM solution configured as such.
- Batch event information received will be processed within 3-5 hours if MDM solution configured as such.

2.1 Availability and Uptime:

- Harris shall provide access to the MeterSense MDM Solution to Organization's Users. Such access shall be provided 24 hours per day, 7 days per week, subject to scheduled periods of non-availability as described below.
- Availability of the Hosting Service is defined as when the Software Product and Organization's data are operational and accessible via a public internet connection. The Hosting Service shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Software Product. The Hosting Service shall be deemed available, even if it is not accessible by the Organization, if the inaccessibility is due to Organization's network infrastructure, its connection to the internet, or an internet failure beyond the control of the Consultant.
- Uptime is defined as the percentage of total time that the Hosting Service is either available or in scheduled downtime. Uptime is calculated as the sum of available time plus scheduled downtime divided by total time, then expressed as a percentage. Specific Service Level Objectives relating to Uptime are as follows:
 - Consultant shall notify Organization a minimum of seven (7) calendar days prior to any period of scheduled downtime.



- Consultant reserves the right to schedule downtime for emergency situations with less than seven (7) advance calendar days notice.
- Uptime shall be at least 98% calculated on an annual basis.

Consultant shall take prudent measures and shall make reasonable and best efforts to achieve the Service level objectives described herein.

2.2 Service Levels

Consultant shall on a monthly basis make available to Organization when requested a report detailing actual Service Level achievement during the month, the root cause of any problem and the actions undertaken by Consultant to correct the problem or prevent its recurrence. The "Standard Availability" is 98%. If in any month the MeterSense MDM solution is not available for use by Organization at the Standard Availability Level for reasons attributable to the hosting services, Organization shall receive the credits set out below:

- Standard Availability - 0% credit
- 95% to 97.999% - a credit of 10% of the amount payable by Organization to Consultant with respect to such month
- 90% to 94.999% a credit of 25% credit of the amount payable by Organization to Consultant with respect to such month
- 75% to 89.999% a credit of 50% credit of the amount payable by Organization to Consultant with respect to such month
- 74.999% or less a credit of 100% credit of the amount payable by Organization to Consultant

3 Fee Structure And Payment Schedule

The Organization agrees to pay for the Services based on providing a Production Environment for the following meter configuration:

- Number of Meters: 36,280 (980,000 daily reads)
- Number of interval channels being delivered (excluding Voltages, Current, daily register reads, outages, and other events: 1
- Interval length: Hourly Interval Data
- On-line data retention period: 2.5 years

The Organization agrees to pay for the Services that are comprised of separate and distinct components:

The pricing is based on production environment for up to 1 millions reads per day and on-line data retention of 3.0 years. Approximately 42,000 meters read hourly.

3.1 Hosting Environment Set-Up Fees

Hosting Environment Set-up Fees for Production Environment of \$10,000.

Note: Payment for Set-Up Fees are due at contract signing.



3.2 Hosting Service Monthly Fees

3.2.1 *Monthly Fees for the initial term of the Contract*

- The Hosting Services Monthly Fees for the Production environment is \$981
- The Hosting Services Monthly Fees for the two Test environments is \$1,648

Note: Monthly Fees will commence per Hosting Term defined in Section 2.5 of the City of San Marcos Hosting Agreement. The Monthly Fees will be billed monthly and are due 30 days from invoice date.

3.2.2 *Additional Hosting Service Monthly Fees*

The additional hosting service monthly fees will be review on a quarterly basis. These fees are based on each additional 120,000 daily read increments with the same meter configuration will be applied.

Note: Additional Monthly Fees will commence when increment is exercised via a written request. The additional Monthly Fees will be added to regular monthly fees.

3.2.3 *Extended Infrastructure Support*

The fees associated with the previously purchased extended infrastructure services will no longer be required.