

Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC
Software License Addendum 1: Supplemental Terms
(United States of America – English)

STATEMENT OF WORK

EQUIPMENT, SERVICES, SOFTWARE AND SCHEDULE

Project Overview

The purpose of this Statement of Work ("SOW") is to define the work to be completed by Elster and Lodi Utilities (the "Member" or "Lodi") for the successful Implementation of the network infrastructure and metering hardware for the WPPI hosted EnergyAxis Advanced Metering Infrastructure ("AMI") system. This document is intended to assist all parties in understanding and executing their respective roles and responsibilities, tasks, and project timelines. Also, this document provides visibility into the interdependencies and Inter- relationships required to achieve the desired outcome. All parties involved have agreed upon this document and its content.

It is recognized by both parties that the Member's overall project scope for a successful deployment of the AMI system includes tasks which must be managed directly by the Member with WPPI, as a result of the hosting services being provided to the Member by WPPI. Therefore, the Member shall designate a "Project Manager", who shall be responsible for the overall project scope, and for successful implementation of the AMI system. Elster's project scope as described in this SOW represents Elster's portion of the Member's overall project scope. Elster shall designate a "Project Manager" who shall have responsibility for Elster's portion, as described in this SOW, of the Member's overall project scope.

The Project includes the deployment of the Element Hardware listed in Section 2 of the Purchase, License and Maintenance Agreement to which this Exhibit A is attached (also known as the "General Agreement").

Project Organization

At the time of the actual commencement of the project, an Elster project team will be formed. The Initial task for Elster and Lodi will be a Project Kick off meeting. Elster should Initiate this meeting and it is recommended that WPPI participate in part so that the timeline can be determined. During this phase, the detailed project schedule, scope of work, and element site locations will be finalized. Once these items have been finalized, both parties shall sign them, and the Items will be considered final. The items will then be deemed to have been Incorporated into this Statement of Work as if they were fully set forth herein.

If Elster and Lodi are unable to mutually agree on a final schedule, milestones, deliverables, or element site locations either party can terminate the General Agreement per the provisions In General Agreement, provided however, no shut down costs or other costs or fees Incurred by Elster shall be due from Lodi as a result of such termination, except as set forth in the General Agreement.

Transmittals and Submittals

The Elster Project Manager must approve all formal transmittals. Eagle River is requested to implement a similar transmittal policy to assure that documents are properly tracked and recorded. This transmittal procedure will be coordinated with the overall program management procedures implemented by WPPI.

Project Scheduling

The project schedules will be used by the Elster Project Manager and project engineers to plan and control execution of the Elster project's scope of work. These scheduling procedures and the deployment schedules will be coordinated with the overall program management scheduling implemented by Lodi.

The Elster Project Manager is responsible for monitoring progress on the project schedule, including major milestones associated with the Elster contract deliverables.

Requesting Changes

All requested contractual changes shall be in writing between the Lodi Project Manager and the Elster Project Manager when the change Impacts project scope or project schedule. The Lodi Project Manager and Elster Project Manager will manage and schedule the impact of those changes as indicated above, Including information on cost and scheduling Impact, if any.

Changes to the scope requirements will be priced per the unit pricing listed In Section 2 of the General Agreement, if applicable, or otherwise on request from Elster.

Project Deliverables

Element Hardware listed in the Section 2 of the General Agreement.

Project Engineering and Support Services Responsibility Table ("X" indicates the responsible party or parties)

The matrix below is intended to provide clarity as to the responsibility of each party for major tasks and may not be all inclusive.

	Elster	Member	
Project Management of Elster activities	X		Elster Scope Coordination - Elster will provide a single point of contact for Lodi In conjunction with the project and to manage Elster's Scope of Work.
System Integration Planning	X	X	Provisioning of EA_Water modules and/or EA_Gas modules requires utility input. Lodi Is responsible for providing data In a format which Is supported by the file Import mechanism of Route Manager. A typical file format used Is MS Excel.

Project Schedule

The project schedule Is determined during the Project Planning meeting.

A list of project milestones and dates will be produced by the Elster Project Manager subsequent to the Project Planning Session distributed, and agreed by the parties pursuant to Section 2,1, Transmittals, of this SOW. Upon approval by the parties, this project schedule will be deemed by the parties as incorporated in this SOW and become a part of the General Agreement.