

**AMENDMENT NO. 6 TO AGREEMENT NO. 47443
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.**

AMENDMENT NO. 6 to Agreement No. 47443 is made and entered into by and between the City of Los Angeles acting by and through the Los Angeles Department of Water and Power, a municipal corporation, (hereinafter referred to as LADWP, Department, or Customer) and Open Access Technology International, Inc. (OATI or Contractor), collectively the "Parties".

WHEREAS, the Parties have entered into Agreement No. 47443 wherein OATI agreed to provide subscriptions for energy and transmission scheduling and trading services and related services, which together with all amendments and supplements thereto hereinafter shall be referred to as the "Agreement" or "Contract" or "OATI ETS Agreement"; and

WHEREAS, the Parties are amending the Agreement to increase the not-to-exceed amount by \$9,611,000; extend the Agreement term by six years; and add the webEIM Entity Scheduling Coordinator solution, and add OATInetPlus communications between the Parties' respective data centers, and add Tag Forwarding Service.

NOW, THEREFORE, BE IT RESOLVED that for good and valuable consideration including the mutual exchange of promises, the Parties agree to amend Agreement No. 47443 as follows:

1. Agreement Section 4 (p. 2) shall be replaced in its entirety with the following:
 - a) The term of services shall be from execution of this Amendment and continue through December 31, 2028. Pricing provided hereunder shall escalate by 2% per year effective each January 1, beginning January 1, 2021 during the term of this Agreement. Notwithstanding the annual escalator, OATI may modify pricing of any service provided hereunder by providing customer no less than sixty (60) days prior written notice. Late payments are subject to late payment charge of 1.5% per month, or as otherwise allowed under law. Additional terms may be agreed upon in writing by the Parties. Expenditures under this Agreement for the period of January 1, 2006 through December 31, 2028 shall not exceed \$26,036,000 USD (twenty six million thirty six thousand dollars).
 - b) Unless otherwise agreed to in writing between the Parties, either Party may terminate this Agreement, or any service provided hereunder, by not less than thirty (30) days advance written notice to the other Party. On termination of this Agreement, Customer shall promptly return to OATI applicable OATI ETS proprietary data and software, and shall erase from all computer storage and computer storage devices any image of copies of the applicable service.

2. Add the following new Section 9 to the Agreement:

Configuration of webData Servers and Option for Expansion of webSmartOASIS and webSmartTag:

OATI will configure Customer-provided replacement webData hardware and third-party software. Customer retains the option to expand the existing tiers within webSmartOASIS and webTag service solutions as described below.

- a. webSmartOASIS monthly TSRs: Increase to next tier of TSR per month, currently greater than 100 but less than 1000 OASIS Transactions/month.
- b. webSmartTag monthly Tags: Increase to the next tier of e-Tags per month, currently a maximum of 200 Tags/Day.

3. Add the following new Section 10 to the Agreement:

Optional Subscriptions:

The contract not-to-exceed limit specified above in section 1 includes estimated \$601,000 USD (six hundred and one thousand dollars) that may be used for subscription to these services. Customer may exercise these options independently of one another:

- a. QA Test System for a contracted OATI webEIM Entity Scheduling Coordinator service solution, that will be provided at the same cost as the QA Test System for webTrans solutions and reside on separate hardware environment and included dedicated webEIM solution. The system will be setup and maintained within the OATI hardware infrastructure. The QA Test System will only be accessible by LADWP and OATI.
- b. Added User IDs, to allow additional LADWP staff to access the OATI webEIM subscription.
- c. Reliability Coordinator (RC) data exchange requirements.

The optional OATI subscription services above are described in the ETSS Technical Document Supplement v6.01.

4. Add the following new Section 11 to the Agreement:

OATI webEIM Entity Scheduling Coordinator Module:

OATI will provide the OATI webEIM Entity Scheduling Coordinator module for use by the Transmission Provider and Balancing Area of LADWP as an entity within the Western Energy Imbalance Market (EIM) run by the California Independent System Operator (CAISO). The OATI webEIM Entity Scheduling Coordinator includes a suite

of services that are referenced within the ETSS Technical Document Supplement v6.01 dated October 2020. These services include:

- a. The Scheduling Coordinator (Entity SC) base service, for base webEIM Entity Scheduling Coordinator 8.3 or later. Includes access to the Development Environment. Includes Project Management, two days of Administrative Training (Model building, configuration settings, etc. as applicable) at the OATI Data Centers, two days End-User Training at the Customer Site and three days OATI staff person at Customer site for cutover. Customer pays OATI travel as per Attachment 10 to Amendment No. 3, for Registered Entity Code LDWP.
- b. Settlement Functionality, which will interface with and shadow the CAISO EIM Settlements system.
- c. Includes 85 users. Customer may obtain additional users per webTrans user pricing within Amendment No. 5.
- d. Customizations based upon LADWP requirements that are outside of OATI's existing product enhancements roadmap. LADWP requirements are detailed in the ETSS Technical Document Supplement v6.01. Customizations include:
 - RC data exchange (optional at LADWP request)
 - Additional Alarms
 - Dynamic Tag Updates
 - Auto-balance function
- e. Premium Market Compliance Service for webEIM Entity Services:

OATI will continue to provide minor Western EIM Compliance changes as part of base services at no additional cost. OATI Premium Market Compliance Service for webEIM includes substantive compliance changes imposed by the CAISO for the currently subscribed webEIM Solutions. Premium Compliance Service excludes new/replacement markets. Premium Compliance Service is specific to software changes and excludes hardware changes that may be necessary to support market compliance changes. Premium Compliance Service requires Customer's system to be one (1) of the most recent three (3) supported Service Packs. OATI will provide planning, development, testing and production deployments associated with the Future Western EIM Substantive Compliance changes.
- f. OATI Report Generator for webEIM for use with creating ad hoc reports within the webEIM Entity SC solution.
- g. OATI DMZ Database for webEIM Entity SC, which is a non-redundant environment of the Production webEIM Entity SC solution database. This provides Customer

access to the data within the webEIM Database and is accessed through a private OATInetPlus data communications path or OATIVPN.

- h. Additional Test Environment for Entity SC beyond the Production and Development Environments. This Test Environment shall interoperate with the existing Test Environment for webTrans.

5. Add the following new Section 12 to the Agreement:

OATInet Plus private network communications service:

The modification to the existing OATInet Plus private network communications service from the existing LADWP main control center plus the addition of the LADWP back up control center.

- a. OATInet Plus Service: twenty (20) Mbps private communication path between LADWP Sunland Energy Control Center and the OATI Data Center and the Adelanto Backup Energy Control Center and the OATI Data Center. Additionally, the OATI VPN service will be included at both facilities as the highest available speed at time of installation.
- b. OATI will provide network services as described herein. Two private connections will be provisioned using identified circuits across managed network infrastructures using the services of backbone network providers. The VPN Backup services will be provisioned using existing Customer Internet connectivity. OATI shall invoice Customer and Customer shall pay OATI monthly for the OATInetPlus services as specified in ETSS Technical Document Supplement v6.01, attached hereto and incorporated herein by reference. The invoice to Customer will include common network carrier charges for the bandwidth Customer specifies for its site, applicable installation charges, hardware and maintenance fees, federal and state access and/or tax/charges, plus its share of OATI site connection charges. Charges that are additional to OATI's monthly service fee shall be itemized on the invoice. Common network carrier charges are tariff-based and subject to change and such price changes are outside the control of OATI. OATI will provide notice to Customer of such rate changes upon receipt of notification from the common network carrier and will pass through tariff rate changes on Customer's invoice. Such pricing changes are not subject to the 60-day notice provision of Section 1.a of the Amendment if the pricing change results in a price not greater than the not-to-exceed price for the services.
- c. OATI will provide Customer appropriate hardware, which will be used exclusively for OATInetPlus purposes during the term of this Amendment. The hardware will be shipped to Customer's designated site. Customer will keep the hardware in good operating condition. The OATInetPlus hardware will be maintained by standard manufacturer warranty or third-party service provider by OATI. OATI will invoice Customer the Service Initiation Fees as specified in ETSS Technical Document Supplement v6.01 upon execution of this Amendment. OATI reserves

the right to update hardware for manufacturer supportability. OATI will provide replacement hardware and invoice Customer for the hardware.

- d. Customer agrees that the OATInetPlus service and equipment configuration must comply with the configuration as specified in ETSS Technical Document Supplement v6.01. Any local loop or ISP charges associated with the VPN termination at the Customer sites are the responsibility of Customer. VPN interfaces are rate-limited and will only provide the bandwidth that is paid for. As VPNs use the public Internet for transport, OATI makes no guarantee, representation, or warranty as to the performance or availability of the public Internet.
- e. The following items apply to OATInetPlus service as a managed service:
 - OATI will conduct a design call telephone conference with the designated representatives of Customer. This design call will verify issues such as configurations and log-ins.
 - OATI will control electronic administrative access to the hardware at Customer site and will issue Customer a log-in for configuration viewing purposes (read-only) upon request.
 - OATI will monitor the OATInetPlus connection and support staff will actively perform recovery procedures 24x7x365 within their capabilities. OATI cannot take any action to recover ISP problems that are not directly connected ISPs to the OATI Data Center. OATI has no access to or control over Customer's site, Customer's network, or the public Internet. OATI assumes no liability and makes no guaranties with regard to items outside of OATI's control.
 - Customer shall provide OATI and/or common carrier support staff access to OATInet equipment for support services.
- f. Customer shall provide a Plain Old Telephone Service (POTS) line for out of band management of the OATInetPlus Service. Customer must be able to attach this POTS line to the supplied modem on request.
- g. Customer agrees that the initial term of the OATInetPlus service shall be five (5) years as indicated on ETSS Technical Document Supplement v6.01. This initial term and Monthly Recurring Fees begin on the date of Service Initiation. Service Initiation is that date on which OATI staff accepts the circuit from the network common carrier following circuit turn-up date (scheduled no later than three business days following notice of circuit availability (live) date from network common carrier). OATI shall provide Customer notice of these dates and will coordinate activation of the circuit with Customer's staff. In the event Customer cancels OATInetPlus service any time prior to the end of the initial term, Customer shall pay a cancellation penalty equal to fifty percent (50%) of the balance of all payments due and payable for the OATInetPlus service for remainder of the initial

term. Following the initial term, the OATInetPlus service will be automatically extended for additional terms of twelve (12) months until terminated upon no less than thirty (30) day advance written notice prior to the end of the then-current term. Terms shall not exceed the term of the Agreement and shall terminate upon cancellation of the Agreement.

- h. In the event an OATI Data Center location changes, customer agrees to move or reprovision the circuits with 120 days notice from OATI.

It is LADWP's intent to discontinue its existing OATInet service when the OATInetPlus service to that facility is functional. There is no termination penalty applicable to the existing OATInet service.

6. Add the following new Section 13 to the Agreement:

The services added by Amendment No. 6 to this Agreement have service initiation fees totaling \$270,000. The monthly fees for services added by Amendment No. 6 are estimated to total \$33,000-, not including optional services. This is an estimate because it includes pass-through of third-party communications charges quoted by those communications providers as of the time Amendment No. 6 was drafted. Such charges are outside the control of OATI and may change at any time. To accommodate this, the added monthly fees, exclusive of optional services, have a not-to-exceed limit of \$36,000, which escalates annually per aforementioned Section 1.a. The difference between the not-to-exceed limit and the quoted estimate exists solely to accommodate third-party pass-through charges beyond OATI's control. Increases in quoted monthly fees for reasons other than third-party pass-through charges are additional to this limit and subject to the provisions of aforementioned Section 1.a, as has been past practice for such increases. Third-party pass-through charges that increase beyond the not-to-exceed limit shall be treated as pricing changes pursuant to aforementioned Section 1.a.

Except as amended herein, all terms and conditions of Agreement No. 47443 as previously amended shall remain the same and are incorporated herein as if fully set forth.

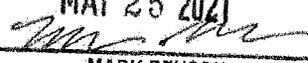
This Amendment No. 6 is executed in two (2) duplicate originals, each of which is deemed to be an original.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to Agreement No. 47443-6 to be executed by their authorized representative on the date written below.

DEPARTMENT OF WATER AND
POWER OF THE CITY OF LOS
ANGELES BY BOARD OF WATER
AND POWER COMMISSIONERS

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

MAY 25 2021
BY 
MARK REUSCH
DEPUTY CITY ATTORNEY

By: _____

Name: Martin L. Adams
General Manager and Chief

Title: Engineer

Date: _____

AND:

By: _____

Name: Yvette L. Furr

Title: Acting Board Secretary

Date: _____

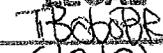
OPEN ACCESS TECHNOLOGY
INTERNATIONAL, INC.

By: 

Name: Sasan Mokhtari, Ph.D.

Title: President and CEO

Date: 6/3/21

LEGAL

6/2/21