

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



December 12, 2011

Rasha Prince, Director
Regulatory Affairs
Southern California Gas Company
555 West Fifth Street, GT14D6
Los Angeles, CA 90013-1011

Subject: Advice Letter 4245 and Partial Supplement Advice Letter 4245-A

Dear Ms. Prince:

This letter approves Southern California Gas Company (SoCalGas) Advice Letter 4245 and Partial Supplement Advice Letter 4245-A effective November 20, 2011.

The November 10, 2011 protest of Partial Supplement Advice Letter 4245-A and late-filed protest of Advice Letter (AL) 4245 by the Division of Ratepayer Advocates (DRA) and The Utility Reform Network (TURN) is rejected. As explained below, the protest is rejected on the grounds that to the extent it relates to AL 4245, it is untimely. The protest as it relates to AL 4245-A does not provide adequate descriptions or information to support DRA's and TURN's contentions that the amendment to the proposed Advanced Metering Infrastructure (AMI) contract filed through AL 4245-A do not meet the requirements and specifications of Decision (D.) 10-04-027. Two of the three AMI contracts requested in AL 4245 were not amended in Supplement AL 4245-A.

With respect to AL 4245, the protest was not timely filed. At the request of DRA, the protest period for AL 4245 was extended from June 16, 2011 to July 15, 2011. The DRA/TURN protest filed November 10, 2011 does not meet the agreed upon July 15 protest deadline date nor does the protest include any explanation as to why the protest was late-filed. No other protests were filed in response to AL 4245.

The Partial Supplement AL 4245-A was filed by SoCalGas on October 21, 2011. Protests to AL 4245-A are limited to the scope of the amendment included in the supplement. Much of the DRA and TURN protest to AL 4245-A include arguments to reconsider D.10-04-027 which is both inappropriate and irrelevant in an Advice Letter filing. In arguing that the relief requested in the advice letter is unreasonable, DRA and TURN do not cite any particular provision or aspect of the contracts which are unreasonable. Instead, they argue that the decision itself is now flawed and should be changed. DRA and TURN are free to pursue this position in another appropriate

proceeding. We understand that the protestants have filed a Petition For Modification of D.10-04-027.

With respect to DRA's and TURN's other arguments against AL 4245-A, DRA and TURN state that the proposed AMI contracts fail to meet the Commission's requirements and expectations as set forth in D.10-04-027. Specifically, DRA and TURN argue that: 1) the contracts submitted for approval in AL 4245 and AL 4245-A will not enable SoCalGas to meet Ordering Paragraphs 3 and 5 of D.10-04-027¹ and 2) the relief requested is unreasonable under the circumstances.

To fulfill D.10-04-027 Ordering Paragraph 3 for customer access to near-real time gas usage data, SoCalGas stated in AL 4245 that customers will be able to access their hourly natural gas usage information on a "next-day" basis through SoCalGas' "My Account" web portal and Aclara's ENERGY prism software. The technology that will provide customers' access to their usage daily with charts, graphs, and optional results via email, phone or text message is included in the contracts submitted by AL 4245 and AL 4245-A.

Ordering Paragraph 5 of D.10-04-027 orders SoCalGas to provide customer outreach, education and communications as well as submit reports of conservation impacts of AMI. AL 4245 and AL 4245-A are limited to contracts with vendors for AMI technology, installation and/or systems integration for its AMI project as required by Ordering Paragraph 6 of D.10-04-027². D.10-04-027 does not require customer outreach and

¹ D.10-04-027 Ordering Paragraphs:

3. SoCalGas shall offer customers direct access to near-real time gas usage data, provide retail and wholesale prices to customers on a real-time or near real-time basis in a machine readable form, and provide access to such AMI data to customer authorized third parties, on a timeline concurrent with meter installation.

5. Southern California Gas Company shall establish a system to track and attribute program costs and projected savings from conservation. Based on this tracking system, Southern California Gas Company shall submit a report to the Director of the Commission's Energy Division semi-annually, tracking the gas conservation impacts of the advanced metering infrastructure project to date. These reports shall serve as a forum to adjust, as necessary the elements laid out in the final outreach plan described above. We expect that customer outreach, education and communications will continue to evolve and improve as SoCalGas conducts customer research, monitors customer reaction to new AMI technology and various customer usage presentation tools and incorporates feedback from these activities into its AMI outreach and education activities. If the report shows that the company is falling short of its projections, it shall submit revisions to its conservation actions among its customers. The semi-annual reports and any revisions to the advanced metering infrastructure outreach and conservation plan shall be submitted to the director of the Commission' Energy Division and served on the most recent service list for this proceeding. Additional costs incurred in order to improve conservation response will be funded out of contingency funds, or otherwise subject to the risk sharing mechanism authorized in Ordering Paragraph 2.

² D.10-04-027 Ordering Paragraph 6:

SoCalGas shall file one or more Advice Letter with the executed contract with vendors for AMI technology, installation and/or systems integration for its AMI project, as adopted herein. These contracts are contingent upon Commission approval that they meet the functionality criteria set forth in Section 7 of this decision. The

conservation results in the same advice letters as the vendor contracts. More specifically, conservation results can be addressed more accurately post installation of a quantifiable number of the AMI modules. In any case, DRA and TURN offer no convincing reason as to why the contracts being approved in AL 4245 and AL 4245-A will not allow SoCalGas to meet the requirements of Ordering Paragraph 5 of D.10-04-027.

The third contract (the Aclara Contract) included in AL 4245 was amended by AL 4245-A. The Aclara Contract involves AMI modules, energy presentment and radio network including designing, engineering, and installing the network. DRA and TURN fail to cite any specific reference to the contract amendments made in AL 4245-A which supports their statements. The protest does not provide adequate descriptions or information to support DRA's and TURN's contentions that the contracts do not meet the requirements and specifications of D.10-04-027.

With regard to advice letters that are subject to Industry Division disposition, Commission General Order 96-B, Section 7.6.1 states "Notwithstanding a timely protest, the reviewing Industry Division may approve an advice letter that is subject to disposition under this rule and is otherwise proper if the protest either (1) is not made on proper grounds as set forth in General Order Rule 7.4.2, (2) may be rejected on a technical basis as discussed in this rule, or (3) is clearly erroneous." That section also states, "If the Industry Division rejects an advice letter or grants a protested advice letter, the Industry Division's disposition will state the basis for rejecting the advice letter or the protest."

Sincerely,



Edward F. Randolph
Director, Energy Division

Cc:

Joseph P. Como, DRA
Thomas Long, TURN
Sid Newsom, SoCalGas

advice letters should describe how their choice of vendors enable compliance with criteria set forth in Section 7, in particular compatibility with widely adopted standards for communications with consumer-owned devices, and assurance that changes in customer preference of access frequency do not result in additional AMI system hardware costs.



Rasha Prince
Director
Regulatory Affairs

555 W. Fifth Street, GT14D6
Los Angeles, CA 90013-1011
Tel: 213.244.5141
Fax: 213.244.4957
RPrince@semprautilities.com

October 21, 2011

Advice No. 4245-A
(U 904 G)

Public Utilities Commission of the State of California

Subject: Partial Supplement - Submission of Three Advanced Metering Infrastructure (AMI) Contracts in Compliance with Decision (D.)10-04-027

Southern California Gas Company (SoCalGas) hereby submits for approval by the California Public Utilities Commission (Commission) the contracts shown in Attachments H and I. This filing is made in compliance with D.10-04-027.

Purpose

This partial supplement is being made to include an Amendment to the Aclara contract filed originally in Advice No. (AL) 4245 on May 27, 2011, which submitted, for Commission approval, the following agreements SoCalGas entered into with: (1) Capgemini America, Inc. (Capgemini) for Advanced Meter system integration, program management, and related services; (2) Aclara (Aclara) for AMI modules, energy presentment, and radio network including designing, engineering, and installing the network; and (3) Agile Sourcing Partners Inc. (Agile) for AMI modules. The Aclara contract was provided as Attachments C and F to AL 4245.

The Aclara contract amendment includes services to be provided by Utility Partners of America (UPA) related to Warehouse Acquisition, Warehouse Inventory Management, Fleet, and installation Work Order Management System (WOMS) and are attached as Attachments H (Redacted) and I (Confidential).

Confidential Treatment

Pursuant to the provisions of Public Utilities Code Section 583 and General Order 66-C, SoCalGas requests confidential treatment of the amendment to the Aclara contract. The Amendment to the Aclara contract is separately provided herein as Attachments H (Redacted) and I (Confidential).

Amendment to Aclara Contract

An Amendment to the Aclara contract for services provided by UPA afford the following services:

1. Acquire and manage warehouse staging locations for installation workshops;
2. Manage inventory at warehouse staging locations, including loading and uploading of installer vehicles;
3. Installer vehicle fleet acquisition, management and maintenance;
4. Host, support and provide for installation work order management system; and
5. CNG refill and transport services for installer meter change devices at warehouse staging locations.

Protest

Anyone may protest this advice letter to the Commission relative to the Amendment to the Aclara contract provided in Attachments H and I of this partial supplement. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission, which is November 10, 2011. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of Maria Salinas (mas@cpuc.ca.gov), and Honesto Gatchalian (inj@cpuc.ca.gov) of the Energy Division. A copy of the protest shall also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Sid Newsom
Tariff Manager – GT14D6
555 West Fifth Street
Los Angeles, CA 90013-1011
Facsimile No. (213) 244-4957
E-Mail: snewsom@semprautilities.com

Effective Date

SoCalGas believes that this filing is subject to Energy Division disposition and should be classified as Tier 2 (effective after staff approval) pursuant to GO 96-B. Therefore, SoCalGas respectfully requests that this compliance filing become effective on November 20, 2011, which is 30 calendar days after the date filed.

Notice

A copy of this advice letter is being sent to the parties listed on Attachment A, which includes interested parties in A.08-09-023.

Rasha Prince
Director
Regulatory Affairs

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SOUTHERN CALIFORNIA GAS COMPANY (U 904G)**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Sid Newsom

Phone #: (213) 244-2846

E-mail: SNewsom@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 4245-A

Subject of AL: Partial Supplement: Submission of Three Advanced Metering Infrastructure (AMI) Contracts in Compliance with Decision (D.) 10-04-027

Keywords (choose from CPUC listing): Agreements; Contracts; Metering

AL filing type: Monthly Quarterly Annual One-Time Other _____

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.10-04-027

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL No

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation: Yes, confidential contracts are Attached.

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: November 20, 2011

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: None

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

mas@cpuc.ca.gov and jnj@cpuc.ca.gov

Southern California Gas Company

Attention: Sid Newsom

555 West 5th Street, GT14D6

Los Angeles, CA 90013-1011

SNewsom@semprautilities.com

¹ Discuss in AL if more space is needed.

ATTACHMENT A
Advice No. 4245-A

(See Attached Service Lists)

Alcantar & Kahl
Seema Srinivasan
sls@a-klaw.com

Alcantar & Kahl
Kari Harteloo
klc@a-klaw.com

Alcantar & Kahl LLP
Annie Stange
sas@a-klaw.com

Alcantar & Kahl, LLP
Mike Cade
wmc@a-klaw.com

Barkovich & Yap
Catherine E. Yap
ceyap@earthlink.net

Beta Consulting
John Burkholder
burkee@cts.com

CPUC
Energy Rate Design & Econ.
505 Van Ness Ave., Rm. 4002
San Francisco, CA 94102

CPUC
Pearlie Sabino
pzs@cpuc.ca.gov

CPUC
Consumer Affairs Branch
505 Van Ness Ave., #2003
San Francisco, CA 94102

CPUC - DRA
R. Mark Pocta
rmp@cpuc.ca.gov

California Energy Market
Lulu Weinzimer
luluw@newsdata.com

Calpine Corp
Avis Clark
aclark@calpine.com

City of Azusa
Light & Power Dept.
215 E. Foothill Blvd.
Azusa, CA 91702

City of Banning
Paul Toor
P. O. Box 998
Banning, CA 92220

City of Burbank
Fred Fletcher/Ronald Davis
164 West Magnolia Blvd., Box 631
Burbank, CA 91503-0631

City of Colton
Thomas K. Clarke
650 N. La Cadena Drive
Colton, CA 92324

City of Long Beach, Gas & Oil Dept.
Chris Garner
2400 East Spring Street
Long Beach, CA 90806

City of Los Angeles
City Attorney
200 North Main Street, 800
Los Angeles, CA 90012

City of Pasadena - Water and Power
Dept.
G Bawa
GBawa@cityofpasadena.net

City of Riverside
Joanne Snowden
jsnowden@riversideca.gov

City of Vernon
Dan Bergmann
dan@igservice.com

Commerce Energy
Catherine Sullivan
csullivan@commerceenergy.com

Commerce Energy
Blake Lazusso
blasuzzo@commerceenergy.com

County of Los Angeles
Stephen Crouch
1100 N. Eastern Ave., Room 300
Los Angeles, CA 90063

Crossborder Energy
Tom Beach
tomb@crossborderenergy.com

DGS
Henry Nanjo
Henry.Nanjo@dgs.ca.gov

Davis Wright Tremaine, LLP
Edward W. O'Neill
505 Montgomery Street, Ste 800
San Francisco, CA 94111

Davis, Wright, Tremaine
Judy Pau
judypau@dwt.com

Dept. of General Services
Celia Torres
celia.torres@dgs.ca.gov

Douglass & Liddell
Donald C. Liddell
liddell@energyattorney.com

Douglass & Liddell
Dan Douglass
douglass@energyattorney.com

Downey, Brand, Seymour & Rohwer
Dan Carroll
dcarroll@downeybrand.com

Dynegy
Mark Mickelson
Mark.Mickelson@dynegy.com

Dynegy - West Generation
Joseph M. Paul
Joe.Paul@dynegy.com

Gas Transmission Northwest
Corporation
Bevin Hong
Bevin_Hong@transcanada.com

General Services Administration
Facilities Management (9PM-FT)
450 Golden Gate Ave.
San Francisco, CA 94102-3611

Genon Energy, Inc.
Greg Bockholt
Greg.Bockholt@Genon.com

Goodin, MacBride, Squeri, Ritchie &
Day, LLP
James D. Squeri
jsqueri@gmssr.com

Hanna & Morton
Norman A. Pedersen, Esq.
npedersen@hanmor.com

Iberdrola Renewables Energy Services
Julie Morris
Julie.Morris@iberdrolaren.com

Imperial Irrigation District
K. S. Noller
P. O. Box 937
Imperial, CA 92251

JBS Energy
Jeff Nahigian
jeff@jbsenergy.com

Kern River Gas Transmission Company
Janie Nielsen
Janie.Nielsen@KernRiverGas.com

LA County Metro
Julie Close
closeJ@metro.net

LADWP
Robert Pettinato
Robert.Pettinato@ladwp.com

LADWP
Nevenka Ubavich
nevenka.ubavich@ladwp.com

Law Offices of William H. Booth
William Booth
wbooth@booth-law.com

Luce, Forward, Hamilton & Scripps
John Leslie
jleslie@luce.com

MRW & Associates
Robert Weisenmiller
mrw@mrwassoc.com

Manatt Phelps Phillips
Randy Keen
rkeen@manatt.com

Manatt, Phelps & Phillips, LLP
David Huard
dhuard@manatt.com

March Joint Powers Authority
Lori Stone
23555 Meyer Drive,
March Air Reserve Base, CA 92518-
2038

National Utility Service, Inc.
Jim Boyle
One Maynard Drive, P. O. Box 712
Park Ridge, NJ 07656-0712

Navigant Consulting, Inc.
Ray Welch
ray.welch@navigantconsulting.com

PG&E Tariffs
Pacific Gas and Electric
PGETariffs@pge.com

Praxair Inc
Rick Noger
rick_noger@praxair.com

Regulatory & Cogen Services, Inc.
Donald W. Schoenbeck
900 Washington Street, #780
Vancouver, WA 98660

SCE
Karyn Gansecki
karyn.gansecki@sce.com

Safeway, Inc
Cathy Ikeuchi
cathy.ikeuchi@safeway.com

Sierra Pacific Company
Christopher A. Hilten
chilen@sppc.com

Southern California Edison Co
Fileroom Supervisor
2244 Walnut Grove Av, 290, GO1
Rosemead, CA 91770

Southern California Edison Co.
Kevin Cini
Kevin.Cini@SCE.com

Southern California Edison Co.
Colin E. Cushnie
Colin.Cushnie@SCE.com

Southern California Edison Co.
John Quinlan
john.quinlan@sce.com

Southern California Edison Company
Michael Alexander
Michael.Alexander@sce.com

Southwest Gas Corp.
John Hester
P. O. Box 98510
Las Vegas, NV 89193-8510

Suburban Water System
Bob Kelly
1211 E. Center Court Drive
Covina, CA 91724

Sutherland, Asbill & Brennan
Keith McCrea
kmccrea@sablaw.com

TURN
Marcel Hawiger
marcel@turn.org

The Mehle Law Firm PLLC
Colette B. Mehle
cmehle@mehlelaw.com

Western Manufactured Housing
Communities Assoc.
Sheila Day
sheila@wma.org

CALIF PUBLIC UTILITIES COMMISSION
Taaru Chawla
tar@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
Christopher Danforth
ctd@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
Jessica T. Hecht
jhe@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
Louis M. Irwin
lmi@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
Robert Levin
rl4@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
James Loewen
loe@cpuc.ca.gov

**SAN DIEGO GAS AND ELECTRIC
COMPANY**
STEVEN D. PATRICK
SDPatrick@SempraUtilities.com

CALIF PUBLIC UTILITIES COMMISSION
Marion Peleo
map@cpuc.ca.gov

CALIF PUBLIC UTILITIES COMMISSION
Thomas Roberts
tcr@cpuc.ca.gov

THE UTILITY REFORM NETWORK
NINA SUETAKE
nsuetake@turn.org

**UTILITY WORKERS UNION OF
AMERICA**
CARL WOOD
carlwood@uwua.net

ATTACHMENT H
Advice No. 4245-A

Amendment to the Aclara Contract
(Redacted)

Amendment No. 1
To
AMI Equipment, Software and Services Agreement
(5660021654)

This Amendment No. 1 ("**Amendment 1**") to the Aclara AMI Equipment, Software and Services Agreement dated as of June 1, 2011 (the "**Agreement**"), between Southern California Gas Company ("**Company**") and Aclara RF Systems Inc. ("**Contractor**") is made effective as of July 31, 2011 (the "**Amendment Effective Date**").

The Parties hereby agree to amend the Agreement as follows:

1. Table of Contents AMI Equipment, Software and Services Agreement.

Table of Contents is hereby amended and restated to read as follows:

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SCHEDULE O – Form of Guarantee
SCHEDULE P – Form of Material Resale Supply Agreement
SCHEDULE Q – VAR Payment Arrangement

2. Article 4 AMI Equipment, Software and Services Agreement.

Section 4.1 is hereby amended and restated to read as follows:

Contractor hereby grants to Company and Company hereby accepts an irrevocable, transferable, perpetual (except as to EP Software, as to which such term shall be contemporaneous with the term during which Company pays EP Maintenance Fees and Hosting Fees (see Sections 2.2A, 2.2B, 7.2H and 7.2I of Schedule C- Compensation, Invoicing and Payment Terms and line 47 of Schedule C-1 Compensation Pricing Matrix) [REDACTED])

_____ unless terminated earlier pursuant to Article 33), non-exclusive royalty-free right to possess and use, in object code form, all software and modules, furnished under this Agreement and a) comprised of the Headend, the MDMS, the EP Software and the WOMS (collectively "**Base Software**"), b) embedded in the Equipment as Firmware, whether remotely upgradable ("**Remotely Upgradable Firmware**") or not remotely upgradable, or c) identified and specified as developed Software ("**Developed Software**") and all related documentation in Schedule A – SOW, for its and its Affiliates' use directly or through outsourcing vendors (including, without limitation, providers of installation services, ongoing computer services and disaster recovery providers). Such grant shall also extend to _____, except as to the WOMS. The license for each component of Software shall be contingent upon Company's payment of the applicable license fee or other associated fees as applicable for that component of the Software when due at the times specified in Schedule C – Compensation, Invoicing and Payment Terms and Schedule C-1 – Compensation Pricing Matrix. Company shall ensure that such outsourcing vendors are under obligations of confidentiality, which are substantively similar to Company's confidentiality obligations contained herein. Collectively, Base Software, Firmware and Developed Software are referred to herein as "**Software.**"

3. Article 12 AMI Equipment, Software and Services Agreement.

Section 12.9 is hereby amended and restated to read as follows:

Contractor shall credit to Company the Performance Credits, as defined in Schedule C – Compensation, Invoicing and Payment Terms and as applied under (a) Schedule A-7 Product Roadmap in the form of a payment by cash, check, or wire transfer, (b) Schedule A-12 ENERGYprism Hosting, Maintenance, and Support, (c) Schedule A-28 Network Management Service Level Agreement (SLA), (d) the daily credit specified in Section 13.3.2E of Schedule A, and (e) the daily credit specified in Appendix A25-124 in the manner, and under the circumstances, set forth in such Schedules.

Such amounts are compensation to Company in respect of the circumstances described in such schedules and shall not be construed as a penalty, forfeiture, or damages. Consequently, Contractor agrees not to assert that such amounts are, in whole or in part a penalty, forfeiture, or damages. Such amounts shall not be payable to such extent caused by a Force Majeure Event or Company.

4. Article 13 AMI Equipment, Software and Services Agreement.

The paragraph specifying the primary address for Contractor listed in Article 13 is replaced with the following:

Aclara RF Systems Inc.
945 Hornet Drive
Hazelwood, MO 63042
Facsimile No. 314-895-6415
Attn: President

5. Article 15 AMI Equipment, Software and Services Agreement.

Section 15.3 is hereby amended and restated to read as follows:

Unless otherwise provided in this Agreement, all goods, materials, tools, fixtures, patterns, plans, drawings, information and equipment furnished to Contractor by Company to perform under this Agreement or for which Contractor has been reimbursed by Company, shall remain the property of Company, and at all times that such property is in the care, custody and control of Contractor shall bear the risk of loss of any damage to such property, normal wear and tear excepted. Such property shall at all times be properly housed and maintained by Contractor; and shall be marked as Company's property by Contractor; shall not be commingled with property which is not dedicated to the installation or implementation of the AMI System, shall not be moved from Contractor's premises without Company's prior written approval, or as contemplated herein and shall, upon request of Company, be immediately delivered to Company, FOB the Warehouse Location or Contractor's plant, as applicable based on where such property is located at the time of request, properly packed and marked in accordance with the requirements of the carrier selected by Company to transport such property or shall, upon request of Company, be immediately delivered to Company by Contractor at any location designated by Company, in which event Company shall pay to Contractor the cost of delivering such property to such location. Company shall have the right to enter onto Contractor's premises at all reasonable times to inspect such property and Contractor's records with respect thereto.

6. Section 18 AMI Equipment, Software and Services Agreement.

Section 18 is hereby amended and restated to read as follows:

18.1 Each Party shall notify the other in writing immediately of any delay, or anticipated delay in its performance of this Agreement due to causes or circumstances beyond its reasonable control, and the reason for and anticipated length of such delay, whether or not such delay is caused by a Force Majeure Event. Contractor shall not be eligible under any circumstances for additional compensation due to any such extension of time. Any extension to the Agreement term pursuant to

this Article 18 shall be documented by a written Amendment to this Agreement signed by both Parties.

18.2 Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other or parties under the control of the other Party.

18.3 Neither Party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is due to any Force Majeure Event. A "Force Majeure Event" shall consist of, and be limited to, events commonly deemed to be a force majeure, such as fires, floods, earthquakes, elements of nature or acts of God, strikes and boycotts (except those affecting only Contractor's or Company's employees), war or civil unrest or governmental actions, or other causes beyond the reasonable control of the Party claiming such excuse (each a "Force Majeure Event"). Delays in sourcing of System components and subcontractor breaches or failures to perform shall not be considered Force Majeure Events except to the extent such delays, breaches or failures are caused by Force Majeure Events. If a Force Majeure Event occurs, performance shall be suspended to the extent made necessary by such causes, and the time for performance shall be extended by a period equal to the time of delay. Upon the occurrence of such an event the Party whose performance is adversely affected shall promptly notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. Any Party so adversely affected shall use all commercially reasonable efforts to minimize the extent of the delay in performance. No Force Majeure Event shall apply to any obligation by either Party to pay or credit funds.

18.4



7. Section 19 AMI Equipment, Software and Services Agreement.

Section 19 is hereby amended and restated to read as follows:

In addition to suspension rights for default under Article 32: Company may, for its convenience, prior to Final System Acceptance, but commencing no more than once during any eighteen (18) month period prior to Final System Acceptance by as much written notice as practicable under the circumstances, require Contractor to stop the Network Installation Services for a period of up to ninety (90) days and any further period to which the Parties mutually agree. Upon receipt of notice, Contractor shall immediately cease performance of the Network Installation Services. Within ninety (90) days after a suspension notice is delivered hereunder, Company shall either (a) cancel the suspension notice, or (b) terminate the Network Installation Services of

this Agreement pursuant to the provisions of Article 33. If the suspension notice is canceled, Contractor shall be granted a corresponding adjustment to all time periods and completion dates. Company shall not be liable for any payments to Contractor for expenses incurred during the suspension notice with respect to Network Installation Services, but any charges of subcontractors performing Services under Section 12 of Schedule A – SOW resulting from such suspension shall be borne by Company.

[REDACTED]

8. Section 21 AMI Equipment, Software and Services Agreement.

[REDACTED]

[REDACTED]

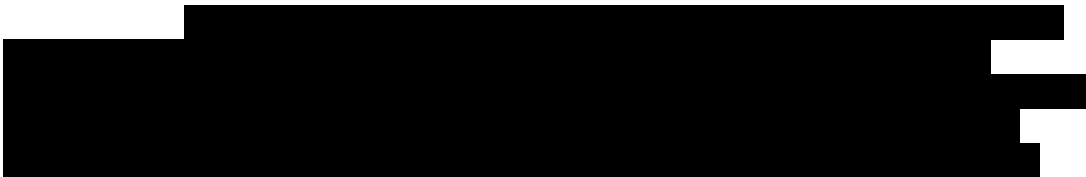


9. Section 24 AMI Equipment, Software and Services Agreement.

Section 24.6 is hereby amended and restated to read as follows:

In addition to the financial audit rights described in these Sections 24.1 through 24.4, solely with respect to ENERGYprism and the WOMS Services, Contractor shall furnish or provide at no additional cost to Company a copy of general (i.e. non-specific to Company) annual SAS 70, Type II or (once applicable) SSAE 16 report covering both Contractor and Contractor's hosting facilities. With respect to each audit year commencing on or after the date hereof (as to Contractor's subcontractors' hosting facilities) and with respect to each audit year commencing on or after April 1, 2012 (as to Contractor) each final SAS 70, Type II or (once applicable) SSAE 16 audit report shall be completed and delivered to Company on or about sixty (60) days after but in no event later than seventy five (75) days following such audit year. Contractor and its hosting facility subcontractors shall establish the start date for each audit year based on the time period that is beneficial to the majority of Contractor's clients using similar services. At Company's request, Contractor and its hosting facility subcontractors shall provide an attestation letter related to SAS 70, each Type II or SSAE 16 internal controls. Each SAS 70, Type II or SSAE 16 audit shall specifically address Contractor's and its hosting facility subcontractors' control objectives, including, without limitation:

- (a) business processes and controls;
- (b) backup and recovery of program and data files;
- (c) logical security management;
- (d) data security;
- (e) service delivery processes;
- (f) physical/environmental security;
- (g) operations management;
- (h) system access management;
- (i) network security; and
- (j) operational change management controls.





10. Section 28 AMI Equipment, Software and Services Agreement.

28.1. Insurance requirements are set forth as follows, but shall not in any way limit the amount or scope of liability of Contractor under this Agreement. The following constitutes the minimum insurance and requirements relating thereto:

28.1.1 On or before the Effective Date of this Agreement, and thereafter during its term, Contractor shall provide Company with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Article. No insurance policy may be canceled, materially revised, or subject to non-renewal without the applicable carrier endeavoring to provide at least thirty (30) days prior written notice to Company. Insurance shall be maintained without lapse in coverage during the term of this Agreement. Company shall also be given certified copies of Contractor's policies of insurance, upon request.

28.1.2 Company, its parent company, and its subsidiaries, affiliates and their respective officers, directors, employees, agents, representatives, successors and assigns shall be named as an additional insured for all policies listed below in Section 28.2 et seq. with the exception of Worker's Compensation Insurance and Professional Liability Insurance. Commercial General Liability Insurance listed in 28.2.1 shall provide a severability of interest or cross-liability clause.

28.1.3 The required policies, and any of Contractor's policies providing coverage excess of the required policies, shall provide that the coverage is primary for all purposes and Contractor shall not seek any contribution from any insurance or self-insurance maintained by Company.

28.1.4 All required policies of insurance shall be written by companies having an A.M. Best rating of "A-" or better, or equivalent.

28.1.5 Contractor shall be solely responsible for any deductible or self-insured retention on insurance required hereunder this Agreement.

28.2. At all times during this Agreement, Contractor shall provide and maintain, at Contractor's expense, the following types of insurance, and Contractor may use umbrella policies to satisfy any dollar amount of coverage specified below:

28.2.1. **General Liability Insurance:** Contractor shall maintain an occurrence form commercial general liability policy or policies, insuring against liability arising from bodily injury, property damage, personal and advertising injury, independent contractors liability, products and completed operations and contractual liability. Such coverage shall be in an amount of not less than [REDACTED] combined single limit per occurrence.

28.2.2. **Automobile Liability Insurance:** Contractor shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use, loading or unloading of any of Contractor's automobiles (including owned, non-owned, leased, rented and/or hired vehicles). Such coverage shall be in an amount of not less than [REDACTED] each accident. The Parties acknowledge that such insurance is not applicable to Installer Vehicles. Insurance requirements for Installer Vehicles are set forth in Section 28.2.6 below.

28.2.3. **Workers Compensation Insurance:** In accordance with the laws of the State(s) in which the Services shall be performed, Contractor shall maintain in force workers compensation insurance for all of its employees. If applicable, Contractor shall obtain U.S. Longshoremens and Harbor Workers compensation insurance, separately, or as an endorsement to workers compensation insurance. Contractor shall also maintain employer's liability coverage in an amount of not less than [REDACTED] per accident and per employee for disease. In lieu of such insurance, Contractor may maintain a self-insurance program meeting the requirements of the State(s) in which the Services shall be performed along with the required employer's liability insurance.

28.2.4. **Professional Liability Insurance:** Contractor shall maintain professional liability policy or policies insuring against liability for errors and omissions and contractual liability covering the professional activities contemplated under this Agreement in an amount of not less than [REDACTED] each claim.

28.2.5. **Cyber Risk Liability Insurance:** Contractor shall maintain cyber risk liability insurance with a combined single limit of not less than [REDACTED] per occurrence. Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of the System under this Agreement. Such cyber risk liability insurance shall include coverage of claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress. The cyber risk liability insurance retroactive coverage date shall be no later than the Effective Date. Contractor shall

purchase and maintain extended reporting period coverage providing that claims first made and reported to the insurance company within two (2) years after termination of the Agreement or cancelation of the insurance policy (and without new policy having the same retroactive date as the effective date of this Agreement) will be deemed to have been made during the policy period.

28.2.6 Automobile Liability Insurance—Installer Vehicles:

[REDACTED]

[REDACTED]

[REDACTED]

11. Section 33 AMI Equipment, Software and Services Agreement.

[REDACTED]

[REDACTED]

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12. Section 43 AMI Equipment, Software and Services Agreement.

[REDACTED]

[REDACTED]

13. Section 51 AMI Equipment, Software and Services Agreement.

Section 51(d) is hereby amended and restated to read as follows:

All amounts payable pursuant to Articles 21 and 29.

14. Section 52 AMI Equipment, Software and Services Agreement.

Section 52 is hereby amended and restated to read as follows:

Notwithstanding anything to the contrary contained in this Agreement, each Party's maximum liability to the other Party under this agreement or any of the other agreements related to the subject matter hereof, whether as a result of breach of contract, breach of warranty, tort (including but not limited to negligence or infringement), strict liability, or any other theory of recovery at law or in equity for damages of any kind shall be,

a) Until the date that is 18 months after Final System Acceptance, the greater of:

i. [REDACTED]; or

ii. The total amount of the fees and charges paid by Company to Contractor pursuant to this Agreement and the Reseller Agreement (the "**Total Amount**"); and

b) Commencing on the date that is [REDACTED] months after Final System Acceptance and until the date that is [REDACTED] months after Final System Acceptance, an amount equal to [REDACTED] of the Total Amount in addition to any Performance Credits; and

c) Commencing on the date that is [REDACTED] months after Final System Acceptance, an amount equal to [REDACTED] of the Total Amount In addition to any Performance Credits.

The limitations described in this Article shall not apply to amounts described in Section 51(d) and (e). Each Party shall have a duty to mitigate its damages to the extent commercially reasonable, provided that the other Party shall be responsible for such costs of mitigation even if not notified of such costs prior to their occurrence. Without limiting the generality of the foregoing, Company shall backup data as is reasonably prudent as a prerequisite to asserting any claim with respect to such data of the type described in Section 51(b).

15. Section 54 AMI Equipment, Software and Services Agreement.

Section 54 is hereby amended and restated to read as follows:

This Agreement constitutes the complete and entire Agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof including, without limitation, the Standard Service Agreement of February 21, 2011 and the Standard Service Agreement of May 1, 2011 provided, however, that the NDA and other documents referenced therein as surviving shall survive the execution of this Agreement in accordance with the terms contained therein and herein. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein, unless stated below. **THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.** The following Schedules and Exhibit are attached hereto and incorporated herein by this reference:

SCHEDULE A - SOW

- SCHEDULE A-1 – Master Project Schedule**
- SCHEDULE A-2 – Deliverables Table**
- SCHEDULE A-3 – RESERVED**
- SCHEDULE A-4 – RESERVED**
- SCHEDULE A-5 – Network Design Overview Template**
- SCHEDULE A-6 – Network Test Strategy Template**
- SCHEDULE A-7 – Product Roadmap**
- SCHEDULE A-8 – Software Release Test Strategy**
- SCHEDULE A-9 – RESERVED**
- SCHEDULE A-10 – Engineering Change Order Protocol**
- SCHEDULE A-11 – RESERVED**
- SCHEDULE A-12 – ENERGYprism Hosting, Maintenance and Support**
- SCHEDULE A-13 – RESERVED**
- SCHEDULE A-14 – RESERVED**
- SCHEDULE A-15 – RESERVED**
- SCHEDULE A-16 – RESERVED**
- SCHEDULE A-17 – System Training Requirements**
- SCHEDULE A-18 – RESERVED**
- SCHEDULE A-19 – Product Technical Requirements**
- SCHEDULE A-20a – Software Technical Requirements**
- SCHEDULE A-20b – ENERGYprism Technical Requirements**
- SCHEDULE A-21 – Security Technical Requirements**
- SCHEDULE A-22 – RESERVED**
- SCHEDULE A-23 – RESERVED**
- SCHEDULE A-24 – RESERVED**
- SCHEDULE A-25 – Required Documentation, Licenses and Certifications**
- SCHEDULE A-26 – Licensed Frequencies**
- SCHEDULE A-27 – RESERVED**
- SCHEDULE A-28 – Network Management Service Level Agreement**
- SCHEDULE A-29 – Index of Defined Terms and System Diagram**
- SCHEDULE A-30 – Locations Details List**
- SCHEDULE A-30a – Territory Map**

SCHEDULE A-30b – Warehouse Location Requirements
SCHEDULE A-30c – Installer Vehicle Description
SCHEDULE A-30d - WOMS Appointment Center Installation, Connectivity and Configuration Guide
SCHEDULE B – Shipping Requirements
SCHEDULE C – Compensation, Invoicing and Payment Terms
 SCHEDULE C-1 – Compensation Pricing Matrix
 EXHIBIT C-1 – Sample Price Adjustments
 SCHEDULE C-2 – Professional Services Rates
 SCHEDULE C-3 – Form of Invoice
 SCHEDULE C-4 – Reimbursable Expenses
SCHEDULE D – Pre-approved Subcontractors
SCHEDULE E – RESERVED
SCHEDULE F – Mutual Non-disclosure Agreement
SCHEDULE G – Acceptance Protocol and Criteria
 SCHEDULE G-1 – Acceptance Form
SCHEDULE H – Government Contracts Clauses
SCHEDULE I – Software Transfer Statement
SCHEDULE J – Maintenance Service
SCHEDULE K – Warranties
 SCHEDULE K-1 – RMA Process and Form and RCA
SCHEDULE L – Network Installation Services Additional Terms and Conditions
SCHEDULE M – Diverse Business Enterprises Subcontracting Plan
SCHEDULE N – Form of Escrow Agreement
SCHEDULE O – Form of Guarantee
SCHEDULE P – Form of Material Resale Supply Agreement
SCHEDULE Q – VAR Payment Arrangement

16. Nothing contained in this Amendment, including without limitation, Company's reimbursement obligation under Section 13.1.2J, shall constitute a waiver or limitation on Company's right under the Agreement to seek damages arising from a delay caused by Contractor, or a limitation on Contractor's liability beyond the limitations described in Sections 51 and 52.

17. Schedule A to the Agreement is hereby amended by adding the following as Sections 13, 14, 15, attached hereto.

18. Schedule A-2 to the Agreement is hereby amended by deleting Schedule A-2 Deliverables Table its entirety and replacing it with Schedule A-2 attached hereto.

19. Schedule A-25 to the Agreement is hereby amended by deleting Schedule A-25 Required Documentation, Licenses and Certifications in its entirety and replacing it with Schedule A-25, attached hereto.

20. Schedule A-29 to the Agreement is hereby amended by deleting Schedule A-29 Index of Defined Terms and System Diagram in its entirety and replacing it with Schedule A-29, attached hereto.

21. Appendix A25-114 to the Agreement is hereby amended by deleting Appendix A25-114 in its entirety and replacing it with Appendix A25-114, attached hereto.

22. Appendix A25-115 to the Agreement is hereby amended by deleting Appendix A25-115 in its entirety and replacing it with Appendix A25-115, attached hereto.

23. Appendix A25-122 to the Agreement is hereby amended by deleting Appendix A25-122 in its entirety and replacing it with Appendix A25-122, attached hereto.

24. The Schedules to the Agreement are amended by adding Schedule Appendix A25-124 to the Agreement, attached hereto.

25. The Schedules to the Agreement are hereby amended by adding Schedule A-30, Locations Details List attached hereto.

26. The Schedules to the Agreement are hereby amended by adding Schedule A-30a, Territory Map, attached hereto

27. The Schedules to the Agreement are hereby amended by adding Schedule A-30b, Warehouse Location Requirements, attached hereto.

28. The Schedules to the Agreement are hereby amended by adding Schedule A-30c, Installer Vehicle Description, attached hereto.

29. The Schedules to the Agreement are hereby amended by adding Schedule A-30d, WOMS Appointment Center Installation, Connectivity and Configuration Guide, attached hereto.

30. Schedule C to the Agreement is hereby amended by deleting Schedule C Compensation, Invoicing and Payment Terms in its entirety and replacing it with Schedule C attached hereto.

31. Schedule C-1 to the Agreement is hereby amended by deleting Schedule C-1, Compensation Pricing Matrix in its entirety and replacing it with Schedule C-1 attached hereto.

32. Schedule C-2 to the Agreement is hereby amended by adding Professional Service Rates for WOMS Services and Installation Support Services to Schedule C-2 Professional Services Rates, attached hereto.

33. Schedule D to the Agreement is hereby amended by deleting Schedule D Pre-Approved Subcontractors in its entirety and replacing it with Schedule D, attached hereto.

34. Schedule G to the Agreement is hereby amended by adding Section 8:

All Acceptances shall be evidenced by a form substantially in the form of Schedule G-01 attached hereto (an **“Acceptance Form”**).

35. The Schedules to the Agreement are amended by adding Schedule G-01 to the Agreement, attached hereto.

36. Schedule J to the Agreement is hereby amended by deleting the Overview in its entirety and replacing it with the following:

Contractor shall provide **“Maintenance Service”** as specified in this Schedule J in support of Company’s use of the Software provided under the Agreement. **“Maintained Software”** shall mean the Headend, the MDMS, Developed Software, and Remotely Upgradable Firmware. Other Firmware is not subject to this Schedule J, but is subject to Schedule K Warranties. EP Software is not subject to this

Schedule J but is subject to Schedule A-12 ENERGYprism Hosting, Maintenance, and Support. The WOMS is not subject to this Schedule J but is subject to Section 14 of Schedule A.

Other than as specifically modified above, the Agreement shall remain in full force and effect and is hereby ratified, approved and confirmed. This Amendment shall be subject to all of the terms and conditions of the Agreement as amended, as if it were a part thereof, including, without limitation, any provision with respect to choice of law, venue, and/or jurisdiction.

APPROVALS

Southern California Gas Company	Aclara RF Systems Inc.
By: _____ Name: [REDACTED]	By: _____ Name: [REDACTED]
Title: [REDACTED]	Title: [REDACTED]

SCHEDULE A

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SCHEDULE A-2
DELIVERABLES TABLE

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[REDACTED]

SCHEDULE A-25
REQUIRED DOCUMENTATION, LICENSES AND CERTIFICATIONS

The following Required Documentation shall be submitted by the Contractor. Upon receipt of the document, Company shall acknowledge, in writing, the receipt of the document.

Appendix ID #	Document Description	Document Types	Timeline for Delivery
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Agreement #: 5660021654

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The following Required Documentation shall be submitted by the Company. Upon receipt of the document, Contractor shall acknowledge, in writing, the receipt of the document.

Appendix ID #	Document Description	Document Types	Timeline for Delivery
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Agreement #: 5660021654

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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**APPENDIX A25-114
INTEGRATION SOLUTION ARCHITECHTURE**



CONFIDENTIAL. Submitted Under the Provisions of General Order 66-C and Section 583 of the Public Utilities Code

**APPENDIX A25-115
INVENTORY OF APPLICATION INTERFACES**

**APPENDIX A25-122
COMPANY TECHNICAL REFERENCE MODEL**

APPENDIX A25-122
COMPANY TECHNICAL REFERENCE MODEL (TRM)



**APPENDIX A25-124
WOMS FUNCTIONALITY**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[Redacted text block containing multiple lines of obscured content]

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]



SCHEDULE A-29

INDEX OF DEFINED TERMS AND SYSTEM DIAGRAM

This image shows a large table with 32 columns and 3 rows. The entire content of the table is redacted with black bars. The redaction is uniform across all cells, preventing any data from being read.

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

The table consists of approximately 20 columns and 20 rows. Each cell contains either numerical data or redacted content represented by black bars. The data is organized into several distinct groups across the columns.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
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18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38
19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39
20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40

**SCHEDULE A-30
LOCATION DETAILS LIST**

The table is a large grid with approximately 15 columns and 15 rows. It is heavily redacted with black boxes. The redactions are organized into several distinct sections:

- Section 1 (Top):** A single row of redacted cells.
- Section 2 (Middle-Top):** A block of redacted cells, approximately 10 columns wide and 4 rows high.
- Section 3 (Middle):** A large central area of redacted cells, approximately 10 columns wide and 10 rows high.
- Section 4 (Middle-Bottom):** A block of redacted cells, approximately 10 columns wide and 4 rows high.
- Section 5 (Bottom):** A single row of redacted cells.

[Redacted]

[Redacted]

[Redacted text block]

Agreement #: 5660021654

[REDACTED]

SCHEDULE A-30a

TERRITORY MAP



SCHEDULE A-30b
WAREHOUSE LOCATION REQUIREMENTS

[REDACTED]

[REDACTED]

i. [REDACTED]

SCHEDULE A-30c
INSTALLER VEHICLE DESCRIPTION

[Redacted text block]

[Redacted text block]

[Redacted text block]

SCHEDULE A-30d

WOMS Appointment Center Installation, Connectivity and Configuration Guide

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[Redacted text block]

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[REDACTED]

SCHEDULE C
COMPENSATION, INVOICING AND PAYMENT TERMS

[Redacted text block containing multiple lines of blacked-out content]

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B. [Redacted text block]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE C-1

COMPENSATION PRICING MATRIX

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[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE C-2
PROFESSIONAL SERVICES RATES

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]

SCHEDULE D
PRE-APPROVED SUBCONTRACTORS

SCHEDULE G-01

ACCEPTANCE FORM

Acceptance Form

[Redacted]

[Redacted]	
[Redacted]	
[Redacted]	[Redacted]
	[Redacted]
[Redacted]	
[Redacted]	
[Redacted]	
[Redacted]	
[Redacted]	
[Redacted]	

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[Redacted]

[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

ATTACHMENT I
Advice No. 4245-A

Amendment to the Aclara Contract

This Attachment is being provided only to the Commission under the confidentiality provisions of General Order 66-C and Section 583 of the Public Utilities Code.