

**AMENDMENT NO. 5 TO AGREEMENT NO. 47443
BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.**

THIS AMENDMENT NO. 5 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 \$8,309,000; extend the Agreement term by seven years; and replace the Common Western Open Access Same-Time Information System (OASIS) operating procedures.

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. Section 8 of Amendment 3 shall be replaced in its entirety with the following:

- a) The term of the services shall be from the date of execution of this Amendment and continue through December 31, 2022. Pricing provided hereunder shall escalate by 0%, beginning January 01, 2016, for two years and by 2% per year effective each January 01, beginning January 01, 2018, 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 shall not exceed \$16,425,000 USD (sixteen million, four hundred twenty five thousand dollars) to be given to OATI by LADWP when agreement is executed for the period January 01, 2006 through December 31, 2022.
- 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. Configuration of webData Servers and Option for Expansion of webOASIS and webTag:

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

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

3. Optional Subscriptions:

Customer retains the option to add the following OATI subscriptions referenced in the ETSS Technical Document Supplement v3.0 dated March 2014. The contract not-to-exceed limit specified above in Section 1 includes \$1,690,000 USD (one million six hundred ninety thousand dollars) that may be used for subscription to these services. Customer may exercise these options independently of one another:

- a. OATI Outage Management System (OMS), which allows transmission, distribution, and generation personnel to coordinate all activities for outage scheduling and management based on their business processes. The OMS serves as a central hub for planning, submitting, and tracking outage requests. It also provides automated notification to internal and external parties for outage entry and outage state transitions.
 - b. OATI Quality Assurance (QA) System, which provides a dedicated environment including energy transaction scheduling, OASIS, and e-Tag data feeds for LADWP to have up-to-date data, topology, and settings equivalent to the existing production environment for testing purposes.
 - c. OATI Energy Trading Service Modules, which provide additional Energy Trading Service features for scheduling, tracking, and reporting energy production and energy trading. These are:
 - i. OATI webREC, which provides Renewable Energy Credit (REC) inventory, tracking, and resource allocation in compliance with regional renewable energy tracking systems, such as the Western Renewable Energy Generation Information System (WREGIS);
 - ii. OATI webGenerationPlanner, which is a generation planner for providing optimum generation planning and market participation;
 - iii. OATI webCARB Tag Reporting, which produces reports required by the California Air Resources Board (CARB) that are derived from data in the Energy Trading Service; and
 - iv. OATI webSmartTrader, which is a "smart" trading service that provides additional tools and user interfaces to streamline and expedite the energy trading process.
 - d. Added User IDs, to allow additional LADWP staff to access various OATI subscriptions.
4. The Modification to the OATI Common Western OASIS Agreement (Attachment 2 in Amendment No. 1 is replaced in its entirety with Modification to the OATI Common Western OASIS Agreement (Attachment 1 in Amendment No. 5).

5. Add Indemnity Language:

The contractor undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner arising by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this contract on the part of the contractor, or the contractor's officers, agents, employees, or subcontractors of any tier, except for the active negligence or willful misconduct of the Department, its Board, officers, agents, representatives or employees.

6. Add Child Support Policy:

In accordance with the City of Los Angeles Ordinance No. 172401, LADWP requires all contractors and subcontractors performing work for LADWP to comply with all reporting requirements and wage earning assignments relative to court ordered child support.

OATI shall complete, sign, and submit to LADWP the "Certification of Compliance with Child Support Obligations" affidavit in Attachment 2. After contract execution and upon request by LADWP's Supply Chain Services, the "Certification of Compliance with Child Support Obligations" affidavit shall be e-mailed to LADWP within five (5) business days.

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. 5 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. 5 to Agreement No. 47443 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 OF
THE CITY OF LOS ANGELES

By: _____

Name: Marcie L. Edwards

Title: General Manager

Date: _____

AND:

By: _____

Name: Barbara E. Moschos

Title: Board Secretary

Date: _____

PROVIDED AS TO FORM AND LEGALITY
MICHAEL N. FROST, CITY ATTORNEY

AUG 12 2015

S. H. ERDRE SSMA
CITY CITY ATTORNEY

OPEN ACCESS TECHNOLOGY
INTERNATIONAL, INC.

By: _____

Name: Sasan Mokhtari, Ph.D.

Title: President and CEO

Date: _____

ATTACHMENT 1 TO AMENDMENT NO. 5 MODIFICATION TO THE OATI COMMON WESTERN OASIS AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION including the addition of Approval Procedures for Discretionary Upgrades to the Functional Specification, Open Access Technology International, Inc., (OATI) and Los Angeles Department of Water & Power (LADWP) agree to amend the OATI Common Western OASIS Customer Agreement as follows:

westTrans Committees and Procedures Document

1. Purpose

The purpose of this westTrans Committees and Procedures Document (“westTrans Procedures”) is to establish a committee structure to facilitate communication, consensus building, and decision making among westTrans Providers, and between westTrans Providers and OATI, regarding the westTrans Common Western OASIS software platform. These westTrans Procedures address, but are not limited to,

- 1.1 Proposing, researching, approving and paying for westTrans Discretionary Upgrades;
- 1.2 Providing input and direction from westTrans Providers to OATI on software functionality, design and operations, including upgrades required for OATI to meet its contractual obligation to provide a FERC-compliant OASIS platform to the westTrans Providers;
- 1.3 Facilitating the timely development by OATI of westTrans software enhancements;
- 1.4 Addressing other Issues regarding westTrans software functionality and performance that are common to or may affect westTrans Providers; and
- 1.5 Setting forth the committee membership requirements and decision-making processes of the westTrans Committees.

2. Definitions

- 2.1 **FERC:** The Federal Energy Regulatory Commission.
- 2.2 **Enhancement:** A proposed change to the westTrans Common Western OASIS service Functional Specification.
- 2.3 **OATI webSupport:** The Issue reporting tool maintained and administered by OATI for webTrans and the westTrans Common Western OASIS product.
- 2.4 **NAESB:** The North American Energy Standards Board.
- 2.5 **NERC:** The North American Electric Reliability Corporation.
- 2.6 **OASIS:** Open Access Same-Time Information System.
- 2.7 **OATI:** Open Access Technology International, Inc.

2.8 OATI Common Western OASIS Functional Specifications (“Functional Specifications”): The OATI Common Western OASIS Functional Specification includes an overall design of the architecture and describes the software application features as agreed to as part of the Common Western OASIS contract. This document can cover information regarding the style and design of the user interface, layout of the programmatic interfaces (e.g. protocols, formats, etc.).

2.9 Priority: Related to the relative significance of an OATI webSupport westTTransMC Issue. The following values are possible (as may be revised by OATI from time to time):

- o Low
- o Medium
- o High
- o Critical

These relative priorities are used by OATI to rank general enhancements when internally prioritizing work. However, OATI reserves the right to implement general enhancements as it sees fit regardless of priority.

2.10 TWIG: The Transmission Providers westTTrans Issues Group, described more specifically in Section 3.2 hereof.

2.11 westTTrans Common Western OASIS service: The FERC-compliant OASIS provided by OATI to each westTTrans Provider that meets the Functional Specifications.

2.12 westTTrans Discretionary Upgrades (“Discretionary Upgrades”): Requested Enhancements or additions to the westTTrans Common Western OASIS Functional Specifications that are agreed to by the westTTrans Providers and OATI pursuant to Section 4.7 of these westTTrans Procedures. Discretionary Upgrades do not include changes to OASIS that are required pursuant to rules or orders of the FERC or to NERC/NAESB standards and which are the obligation of OATI to provide pursuant to its agreements with individual westTTrans Providers.

2.13 westTTransMC Issue (“Issue”): Project Name used in OATI webSupport to denote a webTrans or westTTrans Common Western OASIS Issue that could affect all westTTrans Providers and customers.

2.14 westTTrans Transmission Provider or westTTrans Provider: A Transmission Provider that has entered into an agreement with OATI for the westTTrans Common Western OASIS service.

3. westTTrans Committees

3.1 westTTrans Management Committee (“Management Committee”): The westTTrans Providers hereby establish a westTTrans Management Committee.

3.1.1 Management Committee Responsibilities

3.1.1.1 To conduct and oversee the westTTrans Discretionary Upgrades Procedure as set forth in Section 4 hereof.

- 3.1.1.2 To review, discuss and provide input and direction to OATI on Discretionary Upgrades to the Functional Specifications or changes that are planned by OATI pursuant to its contractual obligation to the westTTrans Providers to provide a FERC-compliant OASIS.
- 3.1.1.3 To review, discuss and provide input and direction on proposed Discretionary Upgrades agreed to by a subgroup of westTTrans Providers pursuant to Section 4.8 hereof regarding potential impacts to westTTrans software functionality or service that affect the non-participating westTTrans Providers.
- 3.1.1.4 To approve revisions to these westTTrans Procedures in conjunction with OATI. Implementation of revised westTTrans Procedures shall require OATI and each westTTrans Provider to execute an identical modification to their underlying OATI Common Western OASIS agreement that contains the revised westTTrans Procedures.
- 3.1.1.5 To appoint and remove co-chairs of the TWIG, pursuant to Section 3.2.2.2 hereof.
- 3.1.1.6 To review Issues referred to the Management Committee from the TWIG and to provide direction for resolution of such Issues.
- 3.1.1.7 To appoint and dissolve Ad Hoc westTTrans committees to address westTTrans software or operations Issues, or to assist OATI in investigating specific Discretionary Upgrade requests.
- 3.1.1.8 To assist OATI in the requirements, design and functionality of a Discretionary Upgrade.
- 3.1.1.9 To perform such other functions and responsibilities as may be provided for in these westTTrans Procedures or as may otherwise be appropriate.

3.1.2 Management Committee Representatives

- 3.1.2.1 Each westTTrans Provider shall appoint a primary and alternate representative to the Management Committee who shall be authorized to vote on behalf of such westTTrans Provider on decision items set forth in these westTTrans Procedures. The primary and alternate representatives shall serve on the Management Committee at the pleasure of the westTTrans Provider that appoints them and may be removed or replaced by such westTTrans Provider at any time. The Management Committee co-chairs will maintain a list of current westTTrans Provider primary and alternate representatives and their contact information. If a westTTrans Provider removes or replaces its Management Committee primary or alternate representative, it shall promptly so notify the co-chairs so that the representatives list remains as accurate as possible. Should neither of the westTTrans Provider's primary or alternate representatives be able to participate in a Management Committee meeting, the westTTrans Provider may designate a substitute representative through e-mail notice to the co-chairs in advance of the meeting.

3.1.2.2 Each primary and alternate representative appointed to the Management Committee shall be knowledgeable about OASIS, including OASIS functions and operations, applicable FERC and NERC regulatory and compliance requirements, and applicable commercial rules of NAESB.

3.1.3 Management Committee co-chairs

3.1.3.1 Management Committee representatives will elect two co-chairs, who will serve staggered two-year terms. At the initial meeting of the Management Committee held pursuant to these westTrans Procedures (as such procedures may be revised from time to time), the representatives will elect one co-chair for a one-year term and one co-chair for a two-year term. Annually thereafter the Management Committee representatives will elect one co-chair to succeed the co-chair whose term is expiring. co-chairs are not limited in the number of terms that they may be elected to serve. Election of each co-chair will require a simple majority vote (50% plus one) of the total number of representatives in attendance in person or via teleconference. If one co-chair becomes unable to serve during the year, the remaining co-chair may serve alone until such time as the Management Committee representatives elect a new co-chair to fill the vacant position.

3.1.3.2 The co-chairs will conduct all meetings of the Management Committee and act as the primary liaisons between the committee and OATI. A single co-chair may conduct a Management Committee meeting in the absence of the other co-chair.

3.1.4 Management Committee Meetings

3.1.4.1 The Management Committee shall meet at least once per year. Additional meetings may be held at any time upon a call for a meeting by the co-chairs or by any two or more representatives. Such meetings will be held in any reasonably accessible location in the Western Interconnection, at OATI's offices, or by teleconference.

3.1.4.2 The co-chairs will provide written notice of any meeting of the Management Committee, including the meeting location, to each primary and alternate representative at least fifteen (15) business days in advance of the meeting. The co-chairs will provide a written meeting agenda to each primary and alternate representative at least five (5) business days in advance of the meeting. Meeting notices and agendas shall be sent by e-mail to the last known e-mail address or of each primary and alternate representative. Each westTrans Provider must ensure that contact information for its primary and alternate representatives on the Management Committee is kept current and communicated to the co-chairs and to the Management Committee primary and alternate representatives via e-mail. Emergency meetings of the Management Committee may be called upon fewer than fifteen

(15) business days' notice upon approval of the Management Committee by a simple majority vote.

3.1.4.3 Management Committee representatives may participate in meetings of the Management Committee or any subcommittee thereof by means of teleconference or other communications equipment by means of which all persons participating in the meeting can hear each other and participation by such means shall constitute presence in person at such meeting.

3.1.5 Management Committee Voting

3.1.5.1 Each primary Management Committee representative (or alternate attending in the place of the primary representative) shall have one vote per westTTrans Provider contract with OATI for westTTrans Common Western OASIS Service.

3.1.5.2 The meeting agenda provided by co-chairs pursuant to Section 3.1.4.2 hereof shall include a written description of any Issue to be voted upon by the Management Committee. Such written description shall include, but not be limited to, a description of the matter to be voted upon, the proposed revision to the Functional Specifications (if applicable), the deadline (date and time) for the vote, and directions for voting. The voting deadline must allow members at least five (5) business days before they are required to cast their votes.

3.1.5.3 Management Committee representatives may vote upon a matter presented to the Management Committee in person or via teleconference, or e-mail. Such votes must be received by the deadline set forth in the notice.

3.1.5.4 A Management Committee representative's abstention or failure to vote shall be counted as a "yes" vote.

3.2 Transmission Providers westTTrans Issues Group ("TWIG")

3.2.1 Purpose and Responsibilities of the TWIG

3.2.1.1 Purpose: The purpose of the TWIG is to facilitate OATI's evaluation of Enhancements for westTTrans Common Western OASIS software submitted by westTTrans Providers to OATI webSupport.

3.2.1.2 Responsibilities: The TWIG will review westTTrans Enhancements submitted by westTTrans Providers to OATI webSupport in order to (i) determine priority for OATI's resolution of submitted Issues; (ii) determine relevance of submitted Issues to westTTrans Providers as a group; (iii) track OATI's progress on Issue resolution; and (iv) assist in OATI's resolution of the submitted Issues.

3.2.1.3 Meetings: The TWIG will meet periodically via teleconference, as determined by the Management Committee, to review submitted

westTrans Enhancements. Meetings will be co-chaired by a TWIG co-chair and an OATI representative knowledgeable about westTrans Issues and able to give updates and advice from OATI's perspective regarding how to best proceed with an Issue.

3.2.2 TWIG Organization

- 3.2.2.1 Participation in the TWIG will be voluntary for westTrans Providers and mandatory for OATI. All Management Committee members are eligible and encouraged to participate. Management Committee members may invite representatives from their respective organizations to participate. OATI shall designate as its TWIG representative(s) employees who work closely with the westTrans Management Committee and understand westTrans Provider Issues. An OATI representative shall participate in all TWIG teleconference meetings.
- 3.2.2.2 The Management Committee shall appoint two co-chairs to lead TWIG. Such TWIG co-chairs shall be approved by the Management Committee upon a simple majority vote (50% plus one) of the total number of Management Committee representatives in attendance at a meeting in person or via teleconference. The TWIG co-chairs will serve staggered two-year terms. For the initial TWIG co-chair appointments, the Management Committee will appoint one co-chair for a one-year term and one co-chair for a two-year term. Annually thereafter, the Management Committee will appoint one TWIG co-chair to succeed the co-chair whose term is expiring. TWIG co-chairs are not limited in the number of terms that they may be appointed to serve. If one TWIG co-chair becomes unable to serve during a year, the remaining co-chair may serve alone until such time as the Management Committee appoints a new co-chair to fill the vacant position. The Management Committee may remove a TWIG co-chair and appoint a replacement co-chair at any time upon a simple majority vote (50% plus one) of the total number of Management Committee representatives in attendance at a meeting in person or via teleconference.
- 3.2.2.3 The TWIG co-chairs will schedule TWIG teleconference meetings periodically, in accordance with the direction of the Management Committee, at a time and date to be set by consensus of the TWIG representatives.
- 3.2.2.4 The TWIG co-chairs will distribute meeting notes to the TWIG representatives and other interested westTrans members within three (3) weeks after each teleconference meeting.
- 3.2.2.5 The TWIG co-chairs will provide a report on TWIG Issues for each scheduled Management Committee meeting.

3.2.3 TWIG Process and Procedures

To facilitate the coordination of Issues submitted to OATI webSupport, the TWIG will adhere to the following processes:

3.2.3.1 A wesTTrans Provider requesting an Enhancement to the wesTTrans Common Western OASIS software shall submit the Issue to OATI webSupport under the project name wesTTransMC. The wesTTrans Provider submitting the Enhancement shall set an initial priority level for the Issue and designate the affected OATI software.

3.2.3.2 All wesTTrans new and ongoing Issues submitted to OATI webSupport will be presented at the TWIG teleconference meetings.

3.2.3.2.1 Prior to the TWIG teleconference meeting, the TWIG co-chairs will distribute an agenda for the meeting that lists the new and ongoing wesTTrans Issues to the TWIG representatives and others expressing an interest in participation.

3.2.3.2.2 The TWIG will determine the priority for discussion and resolution of a new wesTTrans Issue based upon the urgency or applicability of the Issue to the day-to-day functioning of webTrans or the wesTTrans Common Western OASIS product for all wesTTrans Providers, not upon the order in which the Issue is submitted. Due to time constraints, not all submitted wesTTrans Issues will be discussed at every TWIG teleconference meeting.

3.2.3.2.3 The TWIG will discuss both new and ongoing wesTTrans Issues to determine the priority level of each Enhancement submitted. If the TWIG does not fully understand the matter to be resolved for a particular wesTTrans Issue and the requestor is not participating in the TWIG teleconference meeting, the TWIG co-chairs will table the Issue until further information becomes available or until the Issue requestor can explain the Issue in the TWIG teleconference meeting. The TWIG will make three (3) attempts to gather further information from the original submitter of a wesTTrans Issue. Should all three (3) attempts fail; the Issue will be removed from the TWIG agenda to minimize the number of unresolved Issues.

3.2.3.2.4 The TWIG may or may not reassign priority for an ongoing wesTTrans Issue based on the nature of a

particular Issue, the critical need for resolution, the current impact on day-to-day operations, and any required programming action by OATI. The TWIG will monitor the prioritization of submitted wesTTrans Issues, determining new priorities as necessary.

3.2.3.2.5 The TWIG will work with OATI representatives to address wesTTrans Issues based upon the priority level assigned by the TWIG to facilitate OATI programming changes and customer product testing of the functionality of the programmed solution.

3.2.3.3 The TWIG reserves the discretion to do any or all of the following:

3.2.3.3.1 Aggregate related wesTTrans Issues into a single Issue that encompasses the changes requested in each of the individual Issues, but is better addressed as a common Enhancement.

3.2.3.3.2 Discuss special projects during the TWIG teleconference meeting that may arise as a result of aggregation of individual Issues.

3.2.3.3.3 Revise the assigned priority of a submitted Issue to better reflect the Issue's overall importance and relevance to wesTTrans Providers.

3.2.3.3.4 Test and Approve wesTTransMC OATI webSupport Issues that are in a Status of 'CUSTOMER TEST' on behalf of the wesTTrans Provider who created the original Issue.

3.2.3.3.5 Close submitted Issues after resolution has been reached during the TWIG teleconference meeting.

3.2.3.3.6 Determine which submitted Issues should be addressed during the TWIG teleconference meeting based on the Issues' overall impact on job performance functions, while not changing the assigned priority of the Issues.

3.2.3.4 The TWIG has neither the responsibility nor the ability to commit wesTTrans Provider funds for OATI's costs associated with moving submitted Enhancements into development and production. Cost decisions for Discretionary Upgrades are the responsibility of the Management Committee pursuant to Section 4.7 hereof.

3.2.3.5 To limit the Issues and topics addressed by the TWIG to those common to all subscribers of the wesTTrans Common Western OASIS software, the TWIG will refer submitted Issues related to any other OATI for-purchase module (i.e. Curtailment Manager) to an appropriate subgroup for discussion and resolution.

4. wesTTrans Discretionary Upgrades Procedure

- 4.1 Any wesTTrans Provider, transmission customer or the TWIG may propose a Discretionary Upgrade in writing to the co-chairs of the Management Committee.
- 4.2 The co-chairs will distribute the written proposal to the Management Committee at least five (5) business days prior to a meeting called in accordance with Section 3.1.4.2 hereof.
- 4.3 Management Committee approval to submit a proposed Discretionary Upgrade to OATI for evaluation of cost, feasibility and implementation timeline will require a simple majority vote (50% + 1) of the representatives attending a Management Committee meeting in person or via teleconference.
- 4.4 Upon completion of its review of the proposed Discretionary Upgrade, OATI will deliver to the Management Committee co-chairs a written report in a Change Order format on the proposed Discretionary Upgrade's functionality, cost and implementation schedule.
- 4.5 The co-chairs will distribute OATI's written report on the proposed Discretionary Upgrade to the Management Committee in a timely manner and will schedule a meeting of the committee to review the report and vote upon the proposed Discretionary Upgrade. After review and discussion of OATI's written report, the Management Committee may refer the proposed Discretionary Upgrade back to OATI for further evaluation upon a simple majority vote (50% + 1) of the representatives attending the Management Committee meeting in person or via teleconference.
- 4.6 The cost of any Discretionary Upgrade approved by the Management Committee pursuant to Section 4.7 hereof shall be shared equally among all wesTTrans Providers. Total costs for Discretionary Upgrades are not to exceed \$10,000 USD per provider, per calendar year.
- 4.7 Approval of Discretionary Upgrades by the Management Committee
 - 4.7.1 No-Cost Discretionary Upgrade. An affirmative vote of a simple majority (50% + 1) of all wesTTrans Providers is required to approve a no-cost Discretionary Upgrade.
 - 4.7.2 Discretionary Upgrade Costing Less Than \$5,000 USD Per wesTTrans Provider. An affirmative vote of seventy-five percent (75%) of all wesTTrans Providers is required to approve a Discretionary Upgrade costing less than \$5,000 per wesTTrans Provider.
 - 4.7.3 Discretionary Upgrade Costing Greater Than or Equal to \$5,000 USD Per wesTTrans Provider. An affirmative vote of ninety percent (90%) of all wesTTrans Providers is required to approve a Discretionary Upgrade with a cost greater than or equal to \$5,000 USD per wesTTrans Provider.
 - 4.7.4 The Management Committee co-chairs will notify OATI in writing of the approval of any Discretionary Upgrade approved pursuant to this Section 4.7 to implement the Discretionary Upgrade upon the unanimous execution of any contractual documentation by all wesTTrans Providers.

4.7.5 Until such time as 100% of the westTrans providers have returned their individual Change Orders for the work requested by the Management Committee through its chairs, OATI will not proceed with any work on the Discretionary Upgrade.

4.8 Upgrades Not Approved by the Management Committee

Interested westTrans Providers may individually contract with OATI to implement a proposed upgrade that is either: a) not approved by the Management Committee, or b) not executed by all westTrans Providers pursuant to Section 4.7 hereof if the interested westTrans Provider(s) agrees to fund the entire cost of the upgrade and the upgrade affects or applies only to the participating westTrans Providers.

5. OATI's Obligation to Maintain and Distribute a Current Set of User Guides

OATI shall promptly update, within a reasonable amount of time, maintain and provide to all westTrans Providers a current set of User Guides that reflect changes to the product as a result of Discretionary Upgrades, FERC or NERC rule changes, or Enhancements to the WestTrans Common Western OASIS Service Functional Specification.

Customer and OATI agree to be bound by the provisions set forth below relating to the Change Order process for the OATI Common Western OASIS Service:

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Party has caused this Modification to the OATI Common Western OASIS Agreement to be executed by its authorized representative as of the date written below.

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

By: _____

Name: Marcie L. Edwards

Title: General Manager

Date: _____

AND:

By: _____

Name: Barbara E. Moschos

Title: Board Secretary

Date: _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL J. SCHERER, CITY ATTORNEY
AUG 12 2015
DAN P. BRONKEMA
DEPUTY CITY ATTORNEY

**OPEN ACCESS TECHNOLOGY
INTERNATIONAL, INC.**

By: _____

Name: Sasan Mokhtari, Ph.D.

Title: President and CEO

Date: _____