

December 11, 2012

***VIA ELECTRONIC FILING  
AND OVERNIGHT DELIVERY***

Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Drive S.W.  
P.O. Box 47250  
Olympia, WA 98504-7250

Attention: David Danner  
Executive Secretary

**RE: Affiliated Interest Filing – PacifiCorp and IBM/Emptoris  
Docket No. UE-12\_\_\_\_\_**

Dear Mr. Danner:

Pursuant to the provisions of RCW 80.16.020 and WAC 480-100-245, PacifiCorp, d/b/a Pacific Power & Light Company (PacifiCorp or Company), provides notice of an affiliate interest transaction between International Business Machines Corporation (IBM) Emptoris (Emptoris). A copy of the Services Contract between PacifiCorp and Rivermine Software, Inc. (Contract) is included as Attachment A. PacifiCorp originally entered into the Contract with Rivermine Software, Inc. (Rivermine) in 2008. Emptoris subsequently acquired Rivermine. In June 2012, IBM acquired Emptoris and assumed responsibility to provide services under the Contract. PacifiCorp is in the process of transitioning to paying IBM rather than Emptoris under the contract.

PacifiCorp is a wholly-owned, indirect subsidiary of MidAmerican Energy Holdings Company (MEHC). MEHC is a subsidiary of Berkshire Hathaway, Inc. (Berkshire Hathaway). In mid-November 2011, Berkshire Hathaway publicly announced purchases of IBM common stock totaling greater than a five percent interest. IBM acquired Emptoris in June 2012. RCW 80.16.020 includes in its definition of “affiliated interest,” “every corporation five percent or more of whose voting securities are owned by any person or corporation owning five percent or more of the voting securities of such public service company or by any person or corporation in any such chain of successive ownership of five percent or more of voting securities.” Therefore, Berkshire Hathaway’s ownership interest in IBM creates an affiliated interest.

Emptoris offers comprehensive strategic supply, category spend and contract management services. Prior to IBM’s acquisition of Emptoris, PacifiCorp was using telecommunications expense management services for automated telecommunications invoice management, integrated telecommunications inventory management and integrated accounts payable functions under the Contract. PacifiCorp intends to continue

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using such services under the Contract, although payment will now be made to IBM. PacifiCorp will pay \$103,200 per year for these services under the Contract. Implementation charges may arise as more business platforms are integrated into these services, which may increase the annual spend.

The Company relies on the telecommunications expense management services furnished by Emptoris to reduce its company-wide telecommunications expenses. Accordingly, the transaction is consistent with the public interest.

Also included with this filing is a notarized verification from Michelle R. Mishoe, Legal Counsel, PacifiCorp, regarding the Contract.

Please do not hesitate to contact Carla Bird at (503) 813-5269 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "William R. Griffith" followed by a small mark that appears to be "by [initials]".

William R. Griffith  
Vice President, Regulation  
Pacific Power

Enclosures

**WASHINGTON AFFILIATED INTEREST FILING**

**VERIFICATION**

**VERIFICATION**

I, Michelle R. Mishoe, am Legal Counsel for PacifiCorp and am authorized to make this verification on its behalf. Based on my personal knowledge about the attached Services Contract Between PacifiCorp and Rivermine Software, Inc., I verify that the Services Contract Between PacifiCorp and Rivermine Software, Inc. is a true and accurate copy.

I declare upon the penalty of perjury, that the foregoing is true and correct.

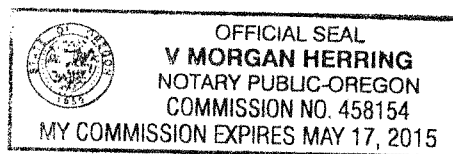
Executed on December 10, 2012 at Portland, Oregon.

Michelle R. Mishoe  
Michelle R. Mishoe  
Legal Counsel

Subscribed and sworn to me on this 10<sup>th</sup> day of December, 2012.

May Herring  
Notary Public for Oregon

My Commission expires: May 17, 2015



**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**CONTRACT**

**SIGNED CONTRACT**

**SIGNED CONTRACT**

**SERVICES CONTRACT**  
**BETWEEN**  
**PACIFICORP**  
**AND**  
**Rivermine Software, Inc.**

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Exhibit A, Service and Fee Schedule

Exhibit B – Platform Services

Appendix A to Exhibit B - Support and Maintenance Terms

Appendix B to Exhibit B – Clarity Addendum

Exhibit C – Implementation

Exhibit D - CELLector ® On-Line Wireless Store

Exhibit E – Invoice Loading

Exhibit F - PacifiCorp Travel Guidelines

Exhibit G – Cost Savings/Managed Services

PROFESSIONAL SERVICES CONTRACT

BETWEEN

PACIFICORP

AND

Rivermine Software, Inc.

**PARTIES**

The Parties to this Professional Services Contract (the "Agreement") are PACIFICORP (hereinafter "PacifiCorp") whose address is 825 NE Multnomah Street, Portland, Oregon 97232 and Rivermine Software, Inc. (hereinafter "Rivermine") whose address is 3975 Fair Ridge Drive, Suite 350 South, Fairfax, Virginia 22033-2924.

**ARTICLE 1. DEFINITIONS**

**Defined Terms:**

"**Agreement**" shall mean this Professional Services Contract including all of the referenced exhibits, schedules, appendix and any subsequent addendums and attachments made a part of the Agreement by mutual agreement in writing.

"**Contract Effective Date**" shall mean the date of execution of this Agreement.

"**Fees**" shall mean the subscription fees and implementation fees specified in Exhibit A.

"**Go-Live**" means the date when the Platform Services are put into use in the production environment.

**Material Adverse Change "MAC"** shall mean, with respect to the Rivermine, if Rivermine, in the reasonable opinion of PacifiCorp, has experienced a material adverse change in the ability to fulfill its obligation under this Agreement, including, but not limited to, any such change that results in its inability to satisfy ARTICLE 6, CREDIT REQUIREMENTS, ARTICLE 7, SECURITY, including any event or circumstance that would give PacifiCorp the right to terminate for cause pursuant to ARTICLE 25, TERM AND TERMINATION.

**PacifiCorp Data** shall mean any data, information or other materials (including, without limitation, any data, information or materials about an identifiable individual or an individual whose identity may be inferred or determined therefrom) of any nature recorded in any form whatsoever disclosed or provided to Rivermine by PacifiCorp (including, without limitation, any employee or contractor of PacifiCorp) or otherwise obtained by Rivermine through PacifiCorp's (including, without limitation any employee or contractor of PacifiCorp) access to or use of the Services (including, without limitation, the Platform Services and Support, as defined in Exhibit B), and all data, information or other materials extracted, derived, generated or otherwise resulting therefrom.

**Platform Services** shall have the meaning given to it in Exhibit B.

**Scope of Work** shall be defined as the Work set forth in Exhibit, "Scope of Work".

**Service(s)** shall mean any labor, skill, advice or other services to be provided to PacifiCorp pursuant to this Agreement.

**Subcontractor** shall mean any individual, firm, partnership, corporation or contractor, at any tier, having an agreement with Rivermine to perform a portion of Rivermine's obligations under this Contract.

**Work** as used herein, shall mean all obligations, duties, requirements, and responsibilities required for the successful completion of the Agreement by Rivermine, including furnishing of all products and/or Services (supervision, labor, materials, equipment and other supplies, etc., in addition to obtaining all licenses and permits), in accordance with the terms and conditions set forth herein and inclusive of those detailed herein.

**Workers' Compensation Laws** shall be defined as the statutory requirements of the state and/or federal regulations (e.g., FELA, USL&H, Jones Act) where the Work is to be performed.

**Work Site** shall mean the location or locations where the Work is to be performed or Service is to be provided.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial PCP

**ARTICLE 2. DESCRIPTION OF WORK**

Rivermine shall perform the Work (including, without limitation, providing all Services) as required herein and in the following Exhibits:

- Exhibit A, Service and Fee Schedule
- Exhibit B – Platform Services
  - Appendix A to Exhibit B - Support and Maintenance Terms
  - Appendix B to Exhibit B – Clarity Addendum
- Exhibit C – Implementation
- Exhibit D - CELLector ® On-Line Wireless Store
- Exhibit E – Invoice Loading
- Exhibit F - PacifiCorp Travel Guidelines
- Exhibit G – Cost Savings/Managed Services

Each such Exhibit attached hereto is hereby made a part of this Agreement and by this reference incorporated herein.

Except as otherwise provided in this Contract, Rivermine shall furnish all supervision, labor, equipment, and materials, and shall obtain all licenses and permits required for the performance of such Work. Rivermine shall also be solely responsible for the means, methods, and procedures of performing the Work.

**ARTICLE 3. CONSIDERATION AND PAYMENTS**

As full consideration for the satisfactory performance of Rivermine's obligations under this Contract, PacifiCorp will pay Rivermine within thirty (30) calendar days upon receipt of each invoice issued in strict accordance with Exhibit A “Service and Fee Schedule”, attached hereto and by this reference incorporated herein.

Rivermine shall submit an invoice for payment for Services received under this Agreement. All invoices shall reference the applicable contract number. PacifiCorp will pay all undisputed invoice amounts within thirty (30) calendar days of receipt of a proper invoice and PacifiCorp's acceptance of the Work.

All invoices shall be addressed as follows:

PacifiCorp  
 Attn: Tami Ho-Gland, LCT – 400  
 825 NE Multnomah St.,  
 Portland, OR 97232

INVOICES WHICH DO NOT CONTAIN THE ABOVE INFORMATION, OR ARE NOT  
 ADDRESSED AS ABOVE, MAY CAUSE PAYMENT DELAY.

Except as otherwise provided, all Fees are quoted in the United States currency. Except as otherwise provided in this Agreement, Fees are non-refundable. Because Fees are based on monthly units of time, Fees for Platform Services and Support purchased in the first 15 days of the month will be charged for that monthly period in full as well as for the remaining number of monthly periods in the Term or Renewal Term, Fees for Platform Services and Support purchased after the first 15 days of the month will begin charges starting on the first day of the following month as the case may be.

Expenses. PacifiCorp shall be responsible to pay Rivermine for all pre-approved costs and expenses incurred by Rivermine in providing any Support to PacifiCorp pursuant to this Agreement in accordance with PacifiCorp's expense reimbursement policy and travel guidelines attached hereto as Exhibit D. Following pre-approval by PacifiCorp, PacifiCorp agrees to pay such undisputed costs and expenses within thirty (30) days of invoice by Rivermine. PacifiCorp is responsible for all its internet connection charges, calling activities or phone bills related to the use of Platform Services.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RP

PacifiCorp: Initial TEP

Changes in Fees. Forty-eight (48) months after "Go-Live" Date of the Platform Services and other systems, Rivermine may, increase monthly rates on an annualized basis up to but not to exceed 5%. The terms and conditions of this Agreement remain in effect upon the next following Renewal Term provided Rivermine gives not less than sixty (60) days written notice to PacifiCorp of any pricing changes prior to the commencement of such Renewal Term.

**ARTICLE 4. TAXES**

The consideration as stated in ARTICLE 4, CONSIDERATION AND PAYMENTS includes all taxes to be borne by PacifiCorp arising out of Rivermine's performance hereunder including, without limitation, sales, use, and value-added taxes. State and local sales and use taxes shall be stated separately and shown on all invoices as a separate line item. Upon request of PacifiCorp, Rivermine shall promptly provide to PacifiCorp evidence of payment of all state and local sales, use, and value-added taxes.

**ARTICLE 5. ACCOUNTING AND AUDITING**

Rivermine shall keep accurate and complete accounting records in support of all cost billings and claims to PacifiCorp in accordance with generally accepted accounting principles. PacifiCorp, or its audit representatives, upon providing prior written notice to Rivermine shall have the right at any reasonable time or times to examine, audit and copy the records, vouchers, and their source documents which serve as the basis for compensation other than pricing elements which are fixed in amount by this Contract. Such documents shall be available for examination, audit, and copying for three (3) years after the completion or termination of this Contract.

Rivermine shall assist PacifiCorp with preparing necessary audit material and will allow PacifiCorp to review any work papers prepared by independent auditors as allowed by professional standards.

Audit findings by PacifiCorp's representative will be considered to be final and conclusive on Rivermine for the period audited. Any over collections shall be returned to PacifiCorp within thirty (30) calendar days from date of notice of overcharge.

**ARTICLE 6. CREDIT REQUIREMENT**

Rivermine shall meet the requirements of any one or more of clause (i), clause (ii), or clause (iii) below: (i) Rivermine maintains a senior unsecured debt rating from Standard & Poor's of BBB- or better; (ii) if Rivermine has no debt rating, Rivermine meets ALL of the following credit standards: a) current company valuation of four (4) times the contract fees paid under this Contract, b) no change in the condition of its earnings, net worth, or working capital over the last 24 months which would reasonably be anticipated to impair the Rivermine's ability to meet its obligations under this Contract, and c) Rivermine is not in default under any of its other agreements and is current on all of its financial obligations; or (iii) Rivermine posts security under ARTICLE 7, SECURITY.

If requested by PacifiCorp, Rivermine shall within thirty (30) calendar days provide PacifiCorp with copies of its most recent annual and quarterly financial statements prepared in accordance with generally accepted accounting principles.

**ARTICLE 7. SECURITY**

Rivermine shall provide PacifiCorp with security against defaults by Consultant under this Agreement as may be required by ARTICLE 7, CREDIT REQUIREMENT in such form and amount as may be reasonably required by PacifiCorp ("Default Security"), and pursuant to such additional agreements or instruments as may be reasonably required by PacifiCorp, including, but not limited to letters of credit, third party guaranty, escrow accounts, labor and material payment bond, surety bonds, and step-in rights. PacifiCorp may at any time, or pursuant to a request by Consultant, recalculate the amount of Default Security required pursuant to this paragraph, in which case PacifiCorp shall increase or decrease the existing amount of Default Security, as appropriate, to conform the new requirements. At no time shall the amount of Default Security to which PacifiCorp is entitled pursuant to this paragraph be less than PacifiCorp's "Net Replacement Costs", as calculated pursuant to this ARTICLE 7, SECURITY.

If this Agreement is terminated as a result of Consultant's default, Consultant shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Agreement Value from the Replacement Price for any Work that Consultant was otherwise obligated to provide during the remaining term of this Agreement plus compensation for additional managerial and administrative services and such other costs and damages as PacifiCorp may suffer as a result of Consultant's breach ("Net Replacement Cost"). Amounts

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Rivermine: Initial RF

PacifiCorp: Initial HCP

owed by Consultant pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

The terms of any letter of credit required by PacifiCorp shall conform to the attached Exhibit \_ "Form of Acceptable Letter of Credit, Drawing Certificate and Transfer Certificate" as well as the requirements of this Agreement and be issued by a bank acceptable to PacifiCorp. This letter of credit shall provide for payment to PacifiCorp of the letter of credit stated amount if Consultant defaults under the terms of this Contract.

PacifiCorp shall have the right to call the entire amount of the letter of credit if Consultant has not renewed the letter of credit with thirty (30) calendar days of its expiration.

Consultant's expenses of complying with this letter of credit requirement shall be paid by the Consultant.

#### **ARTICLE 8. SAFETY AND SITE REGULATIONS**

Rivermine shall be solely responsible for being aware of and initiating, maintaining, and supervising compliance with all safety laws, regulations, precautions, and programs in connection with the performance of this Contract. Rivermine shall also make itself aware of and adhere to PacifiCorp Work Site regulations, if any, including, without limitation, environmental protection, loss control, dust control, safety, and security.

#### **ARTICLE 9. EXAMINATION OF WORK AND PROGRESS REPORTS**

Upon reasonable request by PacifiCorp, Rivermine shall submit periodic progress reports as requested by PacifiCorp. PacifiCorp, its agent or representatives, may visit Rivermine's office at any reasonable time to determine status of ongoing Work required by this Contract.

All Work will be subject to examination at any reasonable time or times by PacifiCorp, which shall have the right to reject unsatisfactory Work. Neither examination of Work nor the lack of same nor acceptance of the Work by PacifiCorp nor payment therefore shall relieve Rivermine from any of its obligations under this Contract.

#### **ARTICLE 10. PROFESSIONAL RESPONSIBILITY**

Rivermine shall perform the Work using the standards of care, skill, and diligence normally provided by a professional in the performance of similar Services, and shall comply with all codes and standards applicable to the Work.

In the event of Rivermine's failure to do so, Rivermine shall, upon notice by PacifiCorp, promptly re-perform the Work and correct the defect at Rivermine's sole cost. Rivermine's obligation to correct and re-perform its Work shall be in addition to, and not in lieu of, any other right that PacifiCorp may have.

#### **ARTICLE 11. CHANGES**

PacifiCorp may at any time in writing require changes and/or additions within the general scope of this Agreement or any amendment hereto, direct the omission of or variation in Work, or alter the schedule. If such direction results in a material change in the amount or character of the Work, an equitable adjustment in the Agreement price and other such provisions of this Agreement as may be affected shall be made and this Agreement shall be modified in writing accordingly. Any change requires to be mutually agreed by the Parties. Any claim by Rivermine for an adjustment under this Article shall be processed in accordance with the provisions of ARTICLE 24, CLAIM NOTICE.

No change shall be binding upon the Parties until a written change order is executed by an authorized procurement representative of both Parties which expressly states that it constitutes a change order to this Contract. The issuance of information, advice, approvals, or instructions by anyone other than the authorized PacifiCorp procurement representative shall not constitute an authorized change order pursuant to this Article.

Nothing contained in this paragraph shall excuse Rivermine from proceeding with the prosecution of the Work in accordance with the Contract.

**ARTICLE 12. INSURANCE AND WORKERS' COMPENSATION**

Without limiting any liabilities or any other obligations of Rivermine, Rivermine shall, prior to commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-:VII or better the following insurance coverage:

Workers' Compensation. Rivermine shall comply with all applicable Workers' Compensation Laws and shall furnish proof thereof satisfactory to PacifiCorp prior to commencing Work.

All Workers' Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties.

Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. The most recently approved ISO policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate (on a per location and/or per job basis) bodily injury and property damage, including the following coverages:

- a. Premises and operations coverage
- b. Independent contractor's coverage
- c. Contractual liability
- d. Products and completed operations coverage
- f. Broad form property damage liability
- g. Personal injury liability, with the contractual exclusion removed

Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Rivermine's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work.

Professional Liability. Insurance covering damages arising out of negligent acts, errors, or omissions committed by Rivermine in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Rivermine shall maintain this policy for a minimum of two (2) years after completion of the Work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of Work or Services under this Agreement and caused by any error, omission, breach or negligent act for which the Rivermine is held liable.

Umbrella Liability. Insurance with a minimum limit of \$3,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits required in Employers' Liability insurance, Commercial General Liability insurance and Business Automobile Liability insurance above. Rivermine shall notify PacifiCorp, if at any time their full umbrella limit is not available during the term of this Contract, and will purchase additional limits, if requested by PacifiCorp.

Except for Workers' Compensation insurance, the policies required herein shall include provisions or endorsements naming PacifiCorp, its officers, directors, agents, and employees as additional insureds.

To the extent of Rivermine's negligent acts or omission, all policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, provisions that the policy contain a cross liability or severability of interest clause or endorsement, and provisions that such policies not be canceled or their limits of liability reduced without 1) ten (10) calendar days prior written notice to PacifiCorp if canceled for nonpayment of premium, or 2) thirty (30) calendar days prior written notice to PacifiCorp if canceled for any other reason. No required insurance policies shall contain any provisions prohibiting waivers of subrogation. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all parties.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

A certificate in a form satisfactory to PacifiCorp certifying to the issuance of such insurance shall be furnished to PacifiCorp prior to commencement of Work by Rivermine. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate.

Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Rivermine for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the Work.

**ARTICLE 13. INDEMNIFICATION**

Rivermine specifically and expressly agrees to indemnify, defend, and hold harmless PacifiCorp and its officers, directors, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by any of the Indemnitees resulting from or arising out of any negligence or wrongful acts of Rivermine, its employees, agents, representatives or Subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Rivermine's obligations under this Agreement or in any way related to this Contract. The indemnity obligations under this Article shall include without limitation:

- a. Loss of or damage to any property of PacifiCorp, Rivermine or any third party;
- b. Bodily or personal injury to, or death of any person(s), including without limitation employees of PacifiCorp, or of Rivermine or its Subcontractors of any tier; and
- c. Claims arising out of Workers' Compensation, Unemployment Compensation, or similar such laws or obligations applicable to employees of Rivermine or its Subcontractors of any tier.

The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph in this Article.

Rivermine's indemnity obligation under this Article shall not extend to any liability to the extent caused by the negligence of any of the Indemnitees.

**ARTICLE 14. CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY**

EXCEPT FOR (1) A BREACH BY A PARTY OF THAT PARTY'S CONFIDENTIALITY OBLIGATION'S UNDER THIS AGREEMENT; (2) THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY UNDER THIS AGREEMENT, OR (3) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY:

(1) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR LOST GOODWILL, ARISING OR RELATED TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARE ARISING FROM CONTRACT OR NEGLIGENCE; AND

(2) THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF 500,000 OR THE TOTAL AMOUNT OF ALL FEES THEN-PAID OR OWED TO RIVERMINE BY PACIFICORP UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

The foregoing limitation shall not preclude or limit either Party's recovery for the other Party's or third party claims that are insured against, or should have been insured against, to the extent of such insurance coverage pursuant to the insurance policy limits pursuant to ARTICLE 12. INSURANCE.

**ARTICLE 15. CRIMINAL BACKGROUND CHECK, IDENTITY VERIFICATION AND RELATED SCREENING**

If requested by PacifiCorp, Rivermine shall conduct, at Rivermine's cost and expense, criminal background checks for the current and past countries of residence on all employees, agents, Subcontractors or independent contractors and the employees, agents or representatives of Subcontractors or independent contractors, that have electronic or physical access to Work or Customer facilities. At a minimum, a social security number verification and seven-year criminal background check, including felony or misdemeanor convictions involving: (a) violence to persons/property; (b) theft/fraud; (c) drug/alcohol; or (d) traffic/other are required. Employment history, education verification, and professional certifications may also be required by

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

the Customer. All background checks will be conducted in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any. Rivermine shall not allow persons who have not met the Customer's criteria to perform Work, unless Rivermine has received assent from Customer. Rivermine shall supply a certification that meets Customer's criteria for each Rivermine employee, agent or representative and for employees, agents or representatives of any Subcontractor or independent contractor employed by Rivermine. Rivermine shall ensure that employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors sign an appropriate authorization form prior to criminal background checks being conducted, acknowledging the background check is being conducted and authorizing the information obtained to be provided to Customer.

Rivermine shall have and ensure compliance with a substance abuse/drug and alcohol policy that complies with all applicable federal, state and/or local statutes or regulations. In addition, if requested by PacifiCorp, Rivermine shall ensure a drug test, at Rivermine's cost and expense, for all employees, agents, Subcontractors or independent contractors and the employees, agents or representatives of Subcontractors or independent contractors, that have electronic or physical access to Work or PacifiCorp facilities has been completed prior to assignment at PacifiCorp. Such drug test shall be a five (5) Panel Drug Test, which should be recognizable at testing labs as a "SamHSA5 panel at 50NG – THC cut-off".

Certification of assigned worker compliance with the criminal background check and the drug test shall be submitted to PacifiCorp on form to be provided.

For any assigned worker who has had a recent background check or drug test, then "recent" shall be defined as less than six (6) months prior to the assignment date. Such recent background check or drug test shall be documented per the previous paragraph.

Rivermine shall ensure Department of Transportation compliance, including but not limited to valid drivers license, equipment inspections, hours of service and all appropriate documentation for any assigned worker who may drive while on assignment to PacifiCorp.

Rivermine warrants that Rivermine, its employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors have met PacifiCorp's criteria or received assent from PacifiCorp and are in compliance with Rivermine's substance abuse/drug and alcohol policy.

It is understood and agreed that PacifiCorp may review Rivermine's policies, background checks and related documentation upon request, subject to applicable federal, state and/or local statutes or regulations. PacifiCorp may also request that Rivermine provide an ongoing and updated list of persons that have been denied access to PacifiCorp Work or facilities.

**ARTICLE 16. BUSINESS ETHICS**

Rivermine, its employees, agents, representatives and Subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the conduct of Work for PacifiCorp.

**ARTICLE 17. LABOR**

Rivermine shall be aware of, and familiar with, all collective bargaining agreements, which do or may pertain to or affect the Work under this Agreement or other work at the Work Site. Rivermine shall plan and conduct its operations so that its employees and Subcontractors of any tier will work harmoniously with PacifiCorp employees and other workers employed on the same or related projects to assure that there will be no delays, work stoppages, excessive labor costs, or other labor difficulties.

**ARTICLE 18. PROTECTION OF EXISTING FACILITIES**

Rivermine shall protect existing equipment and facilities, and avoid interference with PacifiCorp's operations.

Rivermine shall not remove or alter any part of the existing structures, equipment, or facilities without the prior knowledge and consent of PacifiCorp.

**ARTICLE 19. PROGRESS MEETINGS**

If requested, Rivermine will conduct weekly, or at other regular intervals as agreed by both Parties, meetings with PacifiCorp to discuss any conditions or critical items which have affected or could affect the Work.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial tcp



**ARTICLE 20. LAWS AND REGULATIONS**

Rivermine shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards, including without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Rivermine shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Rivermine shall indemnify, defend, and hold harmless PacifiCorp, its officers, directors, employees, and agents from all losses, costs and damages by reason of any violation thereof and from any liability, including without limitation, fines, penalties, and other costs arising out of Rivermine's failure to so comply.

**ARTICLE 21. INDEPENDENT CONTRACTOR**

Rivermine is an independent contractor and all persons employed by Rivermine in connection herewith shall be employees of Rivermine and not employees of PacifiCorp in any respect.

**ARTICLE 22. COOPERATION WITH OTHERS**

Rivermine shall fully cooperate and coordinate with PacifiCorp employees and other contractors who may be awarded other work. Rivermine shall not commit or permit any act which will interfere with the performance of Work by PacifiCorp employees or other contractors. To the extent Rivermine has a claim as a result of the interference or lack of cooperation by another contractor, Rivermine's sole remedy shall be against the other contractor.

**ARTICLE 23. CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES IN CONTRACT DOCUMENTS**

Rivermine shall advise PacifiCorp in writing of all conflicts, errors, omissions, or discrepancies among the various documents comprising this Agreement immediately upon discovery and prior to Rivermine's performing the affected Work. PacifiCorp shall resolve such conflicts and such resolution shall be final. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be considered as if shown or mentioned in both.

**ARTICLE 24. CLAIM AND NOTICE**

In the event Rivermine has a claim or request for a time extension, additional compensation, any other adjustment of the Agreement terms, or any dispute arising out of the Work (hereinafter "Claim"), Rivermine shall notify PacifiCorp in writing within ten (10) business days following the occurrence of the event giving rise to the Claim. Rivermine's failure to give notice as required will constitute a waiver of all of Rivermine's rights with respect to the Claim.

As soon as practicable after Claim notification, Rivermine shall submit the Claim to PacifiCorp with all supporting information and documentation. Rivermine shall also respond promptly to all PacifiCorp inquiries about the Claim and its basis.

Any Claim, which is not disposed of by mutual agreement between the Parties, shall be decided by PacifiCorp, which shall provide a written decision to Rivermine. Such decision shall be final unless Rivermine, within thirty (30) calendar days after such receipt of PacifiCorp's decision, provides to PacifiCorp a written protest, stating clearly and in detail the basis thereof. It is agreed that Rivermine's failure to protest PacifiCorp's decision shall constitute a waiver by Rivermine of its Claim. Even if a Claim arises, Rivermine shall continue its performance of this Contract.

Any notice by either Party to the other shall be delivered to the office of the designated representative of the other Party, or, if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

If to PacifiCorp:

**PacifiCorp**

825 NE Multnomah St., Suite 1800

Portland, OR 97323

Attn: Legal Dept.

Telephone: 503-813-5000

If to Rivermine:

**Rivermine Software, Inc.**

3975 Fair Ridge Drive, Suite 350 South

Fairfax, Virginia 22033-2924

Attn: Manager, Contracts

Telephone: 703-246-9617 (Fax)

**ARTICLE 25. TERM AND TERMINATION**

This Agreement shall commence on the Contract Effective Date. The Platform Services shall commence on the Go-Live Date and shall continue for a period of 48 months (the "Term"), unless earlier terminated in accordance with the provisions of this Article 25, TERM AND TERMINATION. Thereafter, this Agreement shall be automatically renewed for additional 12 month periods (each, a "Renewal Term") on the same terms and conditions as provided herein (or as may be otherwise negotiated between the Parties) unless one Party notifies the other Party in writing at least 30 days prior to the end of the then-current Term or a Renewal Term, as the case may be, that it has elected not to renew this Agreement.

1. For purposes of this Agreement, either Party may terminate this Agreement upon written notice to the other Party in the event of the occurrence of any of the following:
  - a. Party materially breaches any of its obligations under this Agreement, and fails to cure such material breach for a period of thirty (30) calendar days after receipt of written notice thereof from the non-breaching Party, unless such breach cannot by its nature be remedied within such period in which event that Party shall provide evidence reasonably satisfactory to the non-breaching Party within ten (10) calendar days after receipt of such notice that such breach will be corrected or that the Party is making reasonable progress to that end. For purposes of clarifying, but not limiting the foregoing, a material breach by Rivermine shall be deemed to include, without limitation, Rivermine's refusal or neglect to supply sufficient and properly skilled workmen, materials of the proper quality or quantity, or equipment necessary to perform the Work described in this Agreement properly, or Rivermine's failure in any respect to prosecute the Work described in this Agreement or any part thereof with promptness, diligence, and in accordance with all of the material provisions hereof. For purposes of clarifying, but not limiting the foregoing, a material breach by PacifiCorp shall be deemed to include, without limitation, a failure to make payment of undisputed amounts in accordance with the payment obligations in Article 4, CONSIDERATION AND PAYMENTS.
  - b. The filing by or against either Party of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the making by either Party of any assignment for the benefit of creditors; the filing by or against either Party for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty (30) calendar days from the date of filing; the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of either Party's assets unless such appointment is revoked or dismissed within thirty (30) calendar days from the date thereof.
2. In addition, for purposes of this Agreement, PacifiCorp may terminate this Agreement upon written notice to Rivermine in the event of the occurrence of any of the following:
  - a) A determination that any representation, statement, or warranty made by Rivermine in this Contract, the Rivermine proposal, or any other statement, report, or document which Rivermine is required to furnish to PacifiCorp was false or misleading in any material respect;
  - b) Any attempt by Rivermine to make any adjustment, settlement, or extension of its debts with its creditors generally; the insolvency of Rivermine; the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of Rivermine's assets, unless such lien or levy of execution is dissolved within thirty (30) calendar days from the date thereof.
  - c) A Material Adverse Change has occurred with respect to Rivermine and Rivermine fails to provide such performance assurances as are reasonable requested by PacifiCorp, including, without limitation, the posting of additional "Security" pursuant to ARTICLE 7, SECURITY.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial JS

PacifiCorp: Initial TLP

- d) A determination by a court, regulatory body or governmental agency having jurisdiction over PacifiCorp that the Services to be provided to PacifiCorp under this Agreement are in violation of an law, regulation or judicial or administrative ruling (or would place PacifiCorp in violation of any such law, regulation or ruling) and the Parties are not able to agree to an amendment to this Agreement removing such violation within thirty (30) days of notice from PacifiCorp.
  - e) An unapproved assignment or other transfer by Rivermine of this Agreement or any rights, responsibilities or obligations of Rivermine hereunder to a third party (whether by operation or law or otherwise), or any merger, sale of assets of the business to which this Agreement is related, or consolidation of or involving Rivermine.
3. Upon termination of this Agreement or any portion of this Agreement by either Party, that Party shall be entitled to pursue any and all rights and remedies that it may have against the other Party under this Agreement or at law or in equity.
  4. Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Work following the applicable process described in this ARTICLE 25, TERMINATION FOR CAUSE, Rivermine shall, at its expense, for that portion of the Work affected by any such termination;
    - a. Assess the status of any Service still due and preserve any Work performed; and
    - b. To the extent that they are assignable, assign to PacifiCorp any and all subcontracts and equipment rental agreements as designated in writing by PacifiCorp.

Upon any termination of this Agreement, Rivermine will provide PacifiCorp with a copy of all PacifiCorp Data in a form an format agreeable to PacifiCorp. Thereafter, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy all copies of such other Party's Confidential Information then in its possession; and (iv) promptly pay all amounts due and remaining payable hereunder.

Notwithstanding the foregoing, the following provisions of this Agreement will survive termination or expiration of this Agreement for any reason.

**ARTICLE 26. DELAYS**

**Force Majeure.** Neither Party shall be liable for delays due to strikes or other labor disturbances which are not (a) restricted to the Work Site, or other location where the obligations under this Agreement are being performed and (b) attributable to the actions of the Party claiming the Force Majeure, fire, riots, acts of God, acts of the public enemy, or other similar unforeseeable cause beyond the control and without the fault or negligence of the Party incurring such delay; however, both Parties agree to seek to mitigate the potential impact of any such delay. Any Force Majeure delay shall not be the basis for a request for additional compensation. In the event of any such delay, the required completion date may be extended for a reasonable period not exceeding the time actually lost by reason of the delay.

**PacifiCorp-Caused Delay.** Should PacifiCorp cause a delay in Rivermine's performance and if PacifiCorp determines the facts justify an extension of time and/or additional compensation and no remaining float time exists in the schedule, this Agreement will be so modified. PacifiCorp may, at its discretion, in lieu of granting an extension of time, require Rivermine to regain the schedule whereby PacifiCorp shall compensate Rivermine for all additional costs reasonably incurred thereby. No adjustment under this Article shall be made for any delay to the extent that it is caused or contributed to by Rivermine or performance would have been delayed by any other cause, including the fault or negligence of Rivermine.

**Request For Time Extension.** Any request for time extension or additional compensation shall be made in accordance with ARTICLE 24, CLAIM AND NOTICE.

**ARTICLE 27. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER NONDISCRIMINATION CLAUSES**

Rivermine shall at all times comply with all applicable laws, statutes, regulations, rules, ordinances, codes, and standards including, without limitation, those governing wages, hours, desegregation, employment discrimination, employment of minors, health, and safety. Rivermine shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TEP

Rivermine shall indemnify, defend and hold harmless PacifiCorp, its directors, officers, employees, and agents from all losses, costs, and damages by reason of any violation thereof and from any liability, including, without limitation, fines, penalties, and other costs arising out of Rivermine's failure to so comply.

**ARTICLE 28. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION**

Rivermine shall not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party any information concerning this Agreement and/or the Work, or any part thereof, without the express prior written consent of PacifiCorp, except as required by law. Neither the names of PacifiCorp, nor the Work Site shall be used in any advertising or other promotional context by Rivermine without the express prior written consent of PacifiCorp.

**ARTICLE 29. OWNERSHIP AND CONFIDENTIALITY.**

1. **Definition of Confidential Information.** As used in this Contract, the term "Confidential Information" means any non-public material or information of the other Party, including but not limited to a Party's research, development, products, product plans, services, PacifiCorp lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, or other business information or trade secrets that the disclosing Party has designated as confidential, or that the receiving Party knows or reasonably should have known was confidential at the time of disclosure. Without limiting the foregoing, the software and any databases (including any data models, structures, non-PacifiCorp specific data and aggregated statistical data contained therein) of Rivermine shall constitute Confidential Information of Rivermine, and PacifiCorp Data (including, without limitation, all Passwords (as defined in Exhibit B and the identity of any User (as defined in Exhibit B) shall constitute the Confidential Information of PacifiCorp.
2. **Nonuse and Nondisclosure.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Each Party agrees that it will not, directly or indirectly, disclose the Confidential Information of the other Party under any circumstances or by any means to any third person without the prior written consent of the other Party. Each Party further agrees that it will restrict access to the Confidential Information of the other Party to those of its personnel, agents, and/or consultants, if any, who have a need to have access the Confidential Information to perform the Work or other obligations of such Party called for by this Agreement or, in the case of PacifiCorp, to use and enjoy the Work and Services as contemplated by this Agreement, and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement. In addition, each Party agrees that, subject to any rights or licenses expressly granted in this Agreement, such Party will: (i) not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (ii) create any derivative work from Confidential Information of the other Party; and (iii) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.
3. **Exceptions.** Notwithstanding the foregoing, the provisions of Article 29, OWNERSHIP AND CONFIDENTIALITY shall not apply to Confidential Information that: (a) is generally known to the public at the time disclosed; (b) is or becomes generally known to the public through no fault of the recipient Party; (c) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient Party without access to or use of the Confidential Information of the other Party; or (f) is approved for release or disclosure by the disclosing Party in advance without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law or regulation, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.
4. **Protection.** Confidential Information of the other Party will be made available by a Party to its employees only on a "need to know" basis and only after notifying such employees of the confidential nature of the Confidential Information and after having obligated them to the nonuse and nondisclosure obligations of this Agreement (or to nonuse and nondisclosure obligations at least as protective of the Confidential Information as those in this Contract). Each Party agrees to take all reasonable precautions to protect the confidentiality of Confidential Information of the other Party and, upon request by of the other Party, to return to that Party any documents which contain or reflect such Confidential Information.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

Unless waived by PacifiCorp, Rivermine shall require its employees and Subcontractors of any tier to adhere to these confidential information and nondisclosure terms.

5. **Ownership of PacifiCorp Data.** PacifiCorp retains all right, title and interest in and to all PacifiCorp Data, subject only to the limited rights granted to Rivermine under this Agreement as necessary to provide the Platform Services and Support.
6. **Rivermine IP Ownership.** Except in the case of PacifiCorp Data and except as set forth in a SOW, PacifiCorp acknowledges and agrees that the Platform Services or any other proprietary software utilized herein and all intellectual property rights therein (including without limitation, copyrights, patents, trade secrets, trade marks, moral rights and other intellectual property rights, in and to the Platform Services, all modifications, changes, enhancements, or additions thereto) and all intellectual property rights relating to the provision of Support (collectively, "Rivermine IP"), are owned or licensed by Rivermine. PacifiCorp acknowledges that it has no ownership rights in the Rivermine IP and waives any moral rights it may have in the Rivermine IP to and in favor of Rivermine. Except for the Subscription Rights, nothing in this Agreement gives PacifiCorp any other right, title or interest in, to or under any of the Platform Services, or any intellectual property rights therein or arising pursuant to the Support.

**ARTICLE 30. NONSOLICITATION.**

Each Party acknowledges and agrees that the employees of the other Party who, in the case of Rivermine, perform the Services under this Agreement or, in the case of PacifiCorp, are involved in the receipt or operation of the Services under this Agreement, are a valuable asset to that party and are difficult to replace. Accordingly, each Party agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any such employee. This restriction shall not apply to any individual employed by a Party who voluntarily seeks employment with the other Party on their own initiative or in response to a general advertisement or solicitation for employment (e.g., in a newspaper, trade publication or other print publication or online job search web site) or as an unsolicited walk in candidate.

**ARTICLE 31. NONEXCLUSIVE RIGHTS**

Nothing in this Agreement is to be construed as granting to Rivermine an exclusive right to provide any or all of the work anticipated herein. The use of Rivermine's services is completely discretionary with PacifiCorp. This Agreement shall not be construed in any way to impose a duty upon PacifiCorp to use Rivermine.

**ARTICLE 32. ASSIGNMENT.**

This Agreement and any rights, responsibilities or obligations hereunder, may not be assigned, sublicensed, delegated, subcontracted or otherwise transferred by either Party (whether by operation of law or otherwise) without the prior consent of the other party, such consent not to be unreasonably withheld, provided that either party may assign this Agreement in its entirety to an affiliated company or to a successor in interest in the event of a merger, sale of assets of the business to which this Agreement is related, or consolidation. Any purported attempt to do so will be null and void. .

No provision of this Agreement shall be construed as limiting PacifiCorp's right to permit its parent, divisions, affiliates, or subsidiary companies to use or benefit from the Services provided for in this Agreement or to share information related thereto. PacifiCorp's parent, divisions, affiliates, or subsidiary companies agree to be bound by the terms and conditions, and applicable appendices or exhibits set forth herein to the extent they utilize this Agreement.

**ARTICLE 33. SUBCONTRACTS**

Rivermine shall neither subcontract nor permit any portion of the Work to be subcontracted without the prior written consent of PacifiCorp; such consent shall not be unreasonably withheld and Rivermine shall be fully responsible for the acts or omissions of any Subcontractors of any tier and of all persons employed by them, shall maintain complete control over all such Subcontractors, and neither the consent by PacifiCorp, nor anything contained herein, shall be deemed to create any contractual relation between the Subcontractors of any tier and PacifiCorp.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RF

PacifiCorp: Initial TKP

**ARTICLE 34. NONWAIVER**

The failure of PacifiCorp to insist upon or enforce strict performance by Rivermine of any of the terms of this Agreement or to exercise any rights herein shall not be construed as a waiver or relinquishment to any extent of PacifiCorp's right to assert or rely upon such terms or rights on any future occasion.

**ARTICLE 35. SEVERABILITY**

Any provisions of this Agreement prohibited or rendered unenforceable by law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

**ARTICLE 36. APPLICABLE LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any litigation between the Parties arising out of or relating to this Agreement will be conducted exclusively in federal or state courts in the State of Oregon and Rivermine consents to jurisdiction by such courts.

**ARTICLE 37. ENTIRE AGREEMENT/DOCUMENTS INCORPORATED BY REFERENCE**

This Agreement and any referenced Exhibits and Attachments constitute the complete agreement between the Parties. All understandings, representations, warranties, agreements and any referenced attachments, if any, existing between the Parties regarding the subject of matter hereof are merged into and superseded by this Agreement, which fully and completely expresses the agreement of the Parties with respect to the subject matter hereof. Any scope of work, specifications, drawings, schedules or other documents listed in this Agreement are incorporated by reference into this Agreement. In the event of a conflict between (i) any scope of work, specifications, drawings, schedules or other attachment or exhibit to this Agreement and (ii) the above terms and conditions of this Agreement, the above terms and conditions of this Agreement shall take precedence and control.

PacifiCorp assumes no responsibility for any understanding or representation made by any of its employees, officers, or agents during or prior to the negotiations and execution of this Contract, unless such understanding or representation is expressly stated in the Agreement.

The Parties intend that the terms and conditions of this Agreement, its referenced attachments, and any purchase order or work releases that may be issued relating to this Agreement should be complementary with each other; however, in the event of a conflict between the terms and conditions of any purchase order or work releases and those of the Agreement, the terms and conditions of the Agreement shall take precedence and control over any other correspondence, purchase order or work releases.

This Agreement has been executed by duly authorized representatives of the Parties and shall be effective as of date of execution by PacifiCorp.

**RIVERMINE:**

**Rivermine Software, Inc.**

By: [Signature]  
(Signature)

Name: Stephen J. Sincavage  
(Type or Print)

Title: CFO  
8/7/08  
(Date Executed)

**PACIFICORP:**

**PacifiCorp**

By: [Signature]  
(Signature)

Name: Terry K Payne  
(Type or Print)

Title: M. Director Info. Tech.  
8-5-2008  
(Date Executed)

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial SS

PacifiCorp: Initial TKP

**Exhibit A**  
**SERVICE AND FEE SCHEDULE**

**I. Services:**

- a. Subscription License Statement of Work pursuant to Exhibit B for the following Platform Services:
  - Service Order Manager (unlimited internal users)
  - Inventory Engine (unlimited internal users)
  - Finance Manager (unlimited internal users)
  - Clarity Advanced Reporting (10 user license - additional 5 user bundles for \$8400)
- b. Implementation service pursuant to Exhibit C
- c. CELLector® On-Line Wireless Store Exhibit D
- c. Invoice Loading pursuant to Exhibit E

**II. Fees and Scope:**

Monthly Recurring Fee of \$8,500 for the 48 month Term due and payable starting upon the Go Live date and every thirty (30) days thereafter for the remainder of the Term for the Services provided.

**Implementation Services – \$ 65,000 (one time – fixed fee) payable as set forth in Payment Schedule below.**

- Installation and configuration of all in scope modules listed above
- Training (includes activity listed in Training Section of the Statement of Work)
- Installation and testing of invoice readers (outlined in the Statement of Work)
- Outbound AP and GL interfaces

**Telco Interface**

- \$500 Monthly fee (included in the Monthly Recurring Fee)
- One time implementation fee of \$14,400
- No limit to the number of carriers

**Wireless Store Portal**

- A minimum Monthly Recurring Fee of \$2875 (based on \$1.15 / device / month (minimum 2,500 devices)) for the 48 month Term due and payable starting upon the “Go Live” date and every thirty (30) days thereafter during the Term
- \$6,000 one-time fee to set up the portal to meet PacifiCorp specific order requirements.

**Interface implementation fees (one time)**

- Inbound AP interface (post back information such as check number & pay date) - \$3,600
- Inbound HR interface - \$3,600

**Payment Schedule:**

Percent Payment will be based on the total of all implementation fees (\$92,200).

<u>Event</u>	<u>Percent Payment</u>
Requirement Sign off	10%
Design Sign Off	10%
Configuration Sign Off	25%
Testing Sign Off	30%
Final Acceptance	25%

During the implementation if work is requested by PacifiCorp that is outside the original scope of the implementation Rivermine will provide a firm price for the additional work, alternatively PacifiCorp and Rivermine may agree that the work will be done during the implementation at a rate of \$180/per hr.

**Exhibit B  
PLATFORM SERVICES**

1. **Definitions.** In addition to the terms defined in the body of the Agreement, the following terms have the following meanings for purposes of this Exhibit B:

"PacifiCorp's Account" has the meaning set forth in Section 3.

"Documentation" shall mean Rivermine's standard user manuals and/or related documentation generally made available to licensees of the Licensed Application.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or in part electronically.

"Platform Services" means the various subscriptions to software and data applications and Rivermine provided services identified in this Exhibit and in Exhibit A and as may be modified from time to time by the Parties under the terms of the Agreement.

"Support" means the general maintenance services and technical support provided in respect of the Platform Services but does not include any other professional services that would be set forth in a separate Statement of Work between the Parties, as added from time to time by the Parties.

2. **Platform Services and Restrictions.**

2.1 **Platform Services** Subject to the terms and conditions of this Agreement, Rivermine grants to PacifiCorp, for use by PacifiCorp, its parent, divisions, affiliates, subsidiary companies, agents, contractors and employees (collectively, including PacifiCorp, the "Users") a non-transferable (except as set forth in Article 32, ASSIGNMENT, non-exclusive, non-sublicensable right (the "Subscription Right") to access and use the Platform Services via the Internet during the Term and any Renewal Term. Users shall access the Platform Services by means of a specific account (the "PacifiCorp's Account") and Passwords (as hereinafter defined) provided by Rivermine.

2.2 **Authorized Users.** For purposes of this Agreement, the term "Authorized Users" shall mean any User accessing or using the Platform Services solely on behalf and for the benefit of PacifiCorp in the operation of PacifiCorp's business. PacifiCorp acknowledges and agrees that it shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by PacifiCorp, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by PacifiCorp. PacifiCorp shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the Platform Services and shall cause Authorized Users to comply with such provisions.

3. **Passwords.**

Rivermine shall issue to PacifiCorp, or shall authorize PacifiCorp to issue, a password (each, a "Password") for each User to access the Platform Services using PacifiCorp's Account as an Authorized User. Except in the case of the act or omission of Rivermine in the management of any passwords or the negligence or willful misconduct of Rivermine, (1) PacifiCorp is solely responsible for the confidentiality and use of its Passwords and PacifiCorp Account and all charges incurred from use of the Platform Services accessed with the Passwords (except in the case of the act or omission of Rivermine in the management of any passwords or the negligence or willful misconduct of Rivermine); and (2) In no event shall Rivermine be liable for any loss of PacifiCorp Data or other claims to the extent the same arose from unauthorized access to PacifiCorp's Account by obtaining a Password caused by a negligent or wilful act of PacifiCorp.

4. **PacifiCorp's Conduct and Use Guidelines.**

4.1 **PacifiCorp's Lawful Conduct.** The Subscription Right is granted to PacifiCorp exclusively for the internal use of PacifiCorp. Except as may be permitted in this Agreement, or as may be required or allowed by applicable law or regulation, PacifiCorp shall not, and shall not permit Users, directly or indirectly, to do any of the following acts (each an "Prohibited Act" and collectively, the "Prohibited Acts"): (i) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform Services; (ii) modify, translate, or create derivative works based on the Platform Services; (iii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit Platform Services or make the Platform Services available to a third party other than as contemplated in this Statement of Work; (iv) use the Platform Services for timesharing or service bureau purposes with any third party or otherwise for the benefit of a third party; (v) except publish or disclose to third parties any evaluation of the Platform Services without

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial

RF

PacifiCorp: Initial

TRP



Rivermine's prior written consent; (vi) create any link to the Platform Services, or frame or mirror any content contained or accessible from, the Platform Services, in any way accessible to any third party; or (vii) violate any local, state, federal or foreign law, treaty, regulation or convention applicable to PacifiCorp in connection with Users' use of the Platform Services, which may include without restriction, the CAN-SPAM Act of 2003 (U.S.A.), the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada) and similar provincial legislation in Canada enacted from time to time, the EU Data Protection Directive and other laws applicable to PacifiCorp related to privacy, publicity, data protection, electronic communications and anti-spamming laws (and, without limiting the generality of the foregoing, PacifiCorp is solely and exclusively responsible for the collection, accuracy, currency, quality, legality, completeness and use of PacifiCorp Data that is stored on the System, disclosed to or used by PacifiCorp, Users or other authorized service providers in connection with the Platform Services, except to the extent of any modification or other transformation thereof by Rivermine).

**4.2 Certain Use Guidelines/PacifiCorp Prohibitions.** Except as may be permitted in this Agreement, or as may be required or allowed by applicable law or regulation, the Prohibited Acts shall further include, and PacifiCorp shall not and shall not permit the Users to do any of the following acts : (i) wilfully tamper with the security of the Systems or tamper with other PacifiCorp accounts of Rivermine, (ii) access data on the System not intended for PacifiCorp, (iii) log into a server or account on the System that PacifiCorp is not authorized to access, (iv) attempt to probe, scan or test the vulnerability of any Systems or to breach the security or authentication measures without proper authorization; (v) wilfully render any part of the Systems unusable.

**4.3 PacifiCorp Communications Responsibilities.** PacifiCorp agrees that it is solely responsible for the content of all communications (including without limitation, Electronic Communications) while using PacifiCorp's Account. PacifiCorp agrees that Users will not use Platform Services to communicate, by way of Electronic Communication or otherwise, any message or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation (hereafter items (i), (ii) and (iii) are collectively referred to as "Communication Breaches").

## **5. Term.**

The Subscription Rights and Support shall commence on the "Go-Live" date of the fully implemented Platform Services and shall continue for the Term of the Agreement, unless earlier terminated in accordance with the provisions of the Agreement.

## **6. Intellectual Property Indemnification.**

**6.1 PacifiCorp Indemnification.** PacifiCorp agrees to indemnify and hold harmless Rivermine and its officers, directors, shareholders, employees and agents from and against all losses, liabilities, judgments, damages, claims and taxes, and all related costs and expenses, including, without limitation, reasonable attorney's fees and costs of investigation, litigation, settlement, judgment, and interest, incurred as the direct result of any third party claims against Rivermine to the extent resulting from: (i) any Prohibited Acts or Communication Breaches or (ii) any infringement misappropriation or violation by PacifiCorp Data of any third party copyrights, trademarks, trade secrets or other proprietary rights of, or other harm caused thereby to any third party..

**6.2 Rivermine Indemnification.** Rivermine shall indemnify, defend and hold harmless PacifiCorp and its officers, directors, shareholders, employees and agents (including the Users) from and against all losses, liabilities, judgments, damages, claims and taxes, and all related costs and expenses, including, without limitation, reasonable attorney's fees and costs of investigation, litigation, settlement, judgment, and interest, incurred as the direct result of any third party claims against Rivermine to the extent resulting from any infringement, misappropriation or violation of the intellectual property rights, including, without limitation, the patents, copyrights, trademarks, trade secrets or other proprietary or intellectual property rights throughout the world, of any third party resulting from or otherwise associated with any Work or Services provided under this Agreement, including, without limitation, the Platform Services or Support (or any portion thereof). In addition to any obligation of Rivermine to indemnify, defend and hold harmless PacifiCorp under this Section 6.2, if the Users' use of any portion of the Platform Services and/or Support is reasonably likely to be enjoined by reason of a claim of infringement, violation or misappropriation covered by this Section 6.2, then Rivermine shall, at its sole option and expense: (i) procure for PacifiCorp the right to continue using the such Platform Services or Support, as the case may be, or any portion thereof; (ii) replace the same with other software, services or other material of equivalent functions and efficiency that is not subject to an action described in this section; or (iii) modify the applicable software, support services or other material so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Platform

Services and/or Support as set out herein. Rivermine shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Platform Services or Support with other equipment, software, apparatus, devices or things not supplied by Rivermine or in a manner not substantially consistent with Rivermine's specifications and instructions, except to the extent reasonably required for the use, operation or enjoyment of the Platform Services or Support as contemplated by this Agreement. This Section 6.2 states the entire liability of Rivermine for any type of infringement or breach whatsoever of intellectual property rights of third parties resulting from or relating to the provision by Rivermine of the Platform Services and Support.

**6.3 Indemnification Procedures.** Either Party seeking to be indemnified, defended or held harmless under this Section 7 (the "Indemnified Party") shall: (a) give prompt notice of any claim for indemnification to the other party ( the "Indemnifying Party"); (b) grant sole control of the defence or settlement of the claim or action to the Indemnifying Party (except that the Indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or, result in any ongoing material liability to the Indemnified Party); and (c) provide reasonable cooperation to the Indemnifying Party and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In any event, the Indemnified Party will have the option of participating in the defence at its own expense.

**7. Access.**

Upon providing reasonable written notice to PacifiCorp (and at a time and for a duration agreed to by PacifiCorp, such agreement not to be unreasonably withheld or conditioned), Rivermine shall have the right to access PacifiCorp's Account from time to time, for purposes of Support, administration, invoicing and to inspect PacifiCorp's utilization of the Platform Services so as to ensure PacifiCorp's compliance with the provisions of this Exhibit B, as reasonably necessary. .

**8. Limited Warranties and Disclaimers.**

**8.1 Functionality Warranty.** Rivermine warrants that the Platform Services will operate in substantial conformity with the specifications for the Platform Services and with all applicable documentation for the Platform Services. For any breach of this warranty, PacifiCorp's sole and exclusive remedy and Rivermine's sole and exclusive liability, shall be for Rivermine to correct any reported failure in the Platform Services causing a breach of this warranty, or, if Rivermine is unable to provide such correction of material failure within 30 days PacifiCorp shall be entitled to recover that prepaid portion of the Fees in respect of the non-conforming Platform Services.

**8.2 Security Warranty.** Rivermine represents and warrants that Rivermine has implemented Appropriate Security Measures (as hereinafter defined) and maintains the Platform Services at reputable third party Internet service providers and hosting facilities. "Appropriate Security Measures" means commercially reasonable technical, physical and procedural controls to protect PacifiCorp Data against destruction, loss, alteration, unauthorized disclosure to third parties or unauthorized access by third parties or by employees or contractors employed by Rivermine, whether by accident or otherwise. However, PacifiCorp acknowledges and agrees that, notwithstanding such Appropriate Security Measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Platform Services and PacifiCorp Data. Accordingly, except to the extent of the representations and warranties in this Section 8.2, Rivermine cannot and does not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

**8.3 Exclusions:** Except as expressly stated in this Section 9 or as otherwise stated in the body of the Agreement, there are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage of trade) for the Platform Services or Support. Rivermine disclaims all STATUTORY OR implied warranties AND conditions including without limitation the conditions AND/or warranties of merchantability, merchantable quality or fitness for any purpose, particular, specific or otherwise. Rivermine does not warrant that the functions contained in the Platform Services will meet PacifiCorp's requirements or that the operation of the Platform Services will be uninterrupted or error-free. Further, Rivermine does not warrant that the Platform Services will appear precisely as described in the documentation or that all errors will be corrected.

**9. Essential Basis.**

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TCP

## Appendix A to Exhibit B - Support and Maintenance Terms

### Support and Maintenance:

E-mail and telephone-based help desk support is available to PacifiCorp from 8am to 8pm Eastern Time, Monday to Friday. PacifiCorp agrees to send all non-urgent questions and issues to the e-mail help desk and all urgent questions to the telephone- or e-mail-based help desk.

PacifiCorp acknowledges from time to time in Rivermine's sole discretion but using commercially reasonable efforts to minimize any disruption of service, Rivermine will schedule Rivermine's standard system maintenance outside of PacifiCorp's standard business hours, including upgrades to the Platform Services and/or System, in which case Rivermine will announce the scheduled downtime via e-mail to PacifiCorp's designated e-mail address at least 1 business day in advance of any such scheduled downtime.

The Support provided under this Agreement does not include services provided with respect to the following matters:

- (i) any problem resulting from the misuse, improper use, alteration, or damage of the Platform Services;
- (ii) any problem caused by modifications in any version of the Platform Services not made or authorized by Rivermine; or
- (iii) any problem resulting from PacifiCorp combining or merging the Platform Services with any hardware or software not supplied by Rivermine, or not identified by Rivermine as compatible with the Platform Services, Systems, or not otherwise reasonably required for the use, operation or enjoyment of the Platform Services or Support as contemplated by this Agreement.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial GS

PacifiCorp: Initial TKP

## Appendix B to Exhibit B – Clarity Module

### Standard Reporting:

With your purchase of a Rivermine eXPERTSolutions package, a 10 Clarity user pack is included; hence you currently have 10 Named User licenses for Web Reporter

Additional licenses are available in 5 and 10 User Packs

Rivermine Clarity 5 User Pack includes:

- 5 Named User Web Reporter Licenses

Rivermine Clarity 10 User Pack includes:

- 10 Named Users Web Reporter Licenses

### Advanced Reporting (Standard Reporting plus ad-hoc and analytics):

With your purchase of the Advanced Reporting option in your Rivermine eXPERTSolutions package, a 10 Clarity user pack is included which contains 10 Named User licenses for Web Professional

Additional licenses are available in 5 and 10 User Packs

Rivermine Clarity 5 User Pack includes:

- 5 Named User Web Professional Licenses

Rivermine Clarity 10 User Pack includes:

- 10 Named Users Web Professional Licenses

PacifiCorp will receive a Rivermine Clarity 5 Named User Pack which includes 5 Named User Web Professional Licenses

### Rivermine Clarity “Out of the Box” Capabilities:

Refer to the Master Services Agreement Professional Services Statement of Work for the complete listing of “out-of-the-box” Clarity dashboards and reports.

### 1) Rivermine Clarity Module Details:

- PacifiCorp is entitled to receive new out-of-the-box reports as they may be delivered by Rivermine during the duration of PacifiCorp eXPERTSolutions contract. This includes out of the box dashboards, reports, and supporting metadata.

- If PacifiCorp needs out of the box reports to report on customer specific fields (new fields and changed fields), then an SOW from Rivermine Professional Services is required. In other words, a Rivermine Professional Services engagement is needed to:

- Map added database fields to Clarity for ad-hoc reporting
- Map added, or changed database fields to out of the box Clarity dashboards and reports

- If PacifiCorp needs **custom reports**, then an SOW from Rivermine Professional Services is required. In other words, a Rivermine Professional Services engagement is needed to:

- Add fields in the Rivermine base software
- Change label names in the Rivermine base software
- Create new Clarity reports and dashboards based on new or changed database fields
- Assign new reports permission access to PacifiCorp’s users

- PacifiCorp can purchase blocks of 40 hrs (\$7,800) to modify existing, or create new, Clarity reports and dashboards

- Clarity training for PacifiCorp users:

### Standard Reporting

PacifiCorp is entitled to receive user training when they purchase an eXPERTSolutions package. PacifiCorp users will receive Clarity training as indicated in the Professional Service quote. User training is typically scheduled as part of the eXPERTSolutions Managed Service roll-out. Please contact your customer support representative for training schedule details.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

Advanced Reporting

If PacifiCorp selects this option, PacifiCorp users will receive an additional user training in Clarity ad-hoc reporting and analytics also as indicated in the Professional Service quote. Please contact your customer support representative for training schedule details.

2) Rivermine Clarity Administration Details

Users, User Passwords, and User Roles:

Users, user passwords, and user roles are administered via the Rivermine application administration module. Any new user that is added in Rivermine will automatically be setup in the Clarity reporting as long as the user has been granted a license to use the Clarity product. A license key is required in order to use Clarity. Additionally, passwords will automatically synchronize between the Rivermine core application and the Clarity reporting module.

If a custom role is added by PacifiCorp in the Rivermine application, Rivermine Customer Support is required to be contacted to add the custom role in the Clarity reporting module. Automatic synchronization for custom roles does not yet exist between the Rivermine application and the Clarity reporting module.

If PacifiCorp requires a change to the reports that an out of the box user role can access, Rivermine Customer Support is required to be contacted. Customer Support will make the security change in the Clarity reporting module. Automatic synchronization for custom roles does not yet exist between the Rivermine application and the Clarity reporting module.

3) Warranty Disclaimer:

Notwithstanding any administrator rights provided under the Agreement to manage and modify fields to the Licensed Application, the Parties agree that all warranties and representations related to the Clarity Module are made under the assumption that Customer shall not utilize MicroStrategy Architect, to modify or change field structures within the reporting functionality of the Clarity Module. The Parties agree that any addition of customized fields to the Rivermine repository, and the related requirement that Clarity report on these customized or modified fields, shall be done only and exclusively pursuant to a Professional Services engagement with Rivermine.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RS

PacifiCorp: Initial TKP

**Exhibit C - Implementation  
IMPLEMENTATION**

Rivermine will provide consultants to assist PacifiCorp's staff with the implementation related to the Software Modules. Rivermine will document PacifiCorp specific requirements during requirement workshops and implement each module based on a set of configurable templates and parameters inherent to the tool. PacifiCorp will be trained to configure and administer the product. Configuration is limited to the product capabilities outlined in the current version of Rivermine manuals and documentation.

In addition Rivermine will provide the following services to PacifiCorp:

- Ongoing system to system invoice loading services that will include but not be limited to EDI and CABS formats as set forth in the Invoice Loading Statement of Work. (See Appendix C to Exhibit B)
- Moving of the invoice feeds from PacifiCorp's current provider to the new service. (PacifiCorp will facilitate necessary communication and information)

**Software Modules**

The following table summaries the software modules licensed by PacifiCorp as well as identifies whether the modules will be installed with base settings or configured specifically per PacifiCorp requirements.

Module	Module Description	Module Not Purchased	Installed with Base Settings	Configured per Project Scope
Service Order Manager	Supports the business process of ordering telecom services from order creation to fulfillment.		π	
Self-Service	Supports on-line telecom service requests by any entity within PacifiCorp's firewall via an intranet portal.	π		
Telco Interface	Supports the order management and workflow process between vendor and PacifiCorp from order acceptance through fulfillment.		π	
Verizon E-Bonding	Supports an automated order workflow process between vendor and PacifiCorp from order acceptance through fulfillment.	π		
Circuit Inventory Engine	Supports the tracking and management of a telecom circuit inventory in one central repository.		π	
Equipment Inventory Engine	Support the tracking and management of a network equipment inventory in one central repository.		π	
Finance Manager	Supports invoice entry, analysis, cost allocation, and bill payment for telecom related invoices. Also includes the tracking and management of telecom contracts.			π
Ticket Manager	Supports the tracking and management of telecom operation issues.	π		
Clarity	Generates reports and executive dashboard in addition to providing advanced business intelligence capabilities.			π
Wireless Store Portal	Supports the order management process and updating of the wireless catalog's carriers service plans and devices.		π	
Project Manager	Supports the automated workflow for repeatable processes that structures a type of project.	π		

Rivermine will install, integrate and setup all applicable modules noted in this Exhibit C according to the following module-specific scope by executing the implementation methodology outlined in Appendix A to this Exhibit C. Any additional configurations, outside the scope defined herein, can be performed by:

1. Rivermine Professional Services on a time and materials basis under a separate Change Request,
2. PacifiCorp upon the purchase and completion of Rivermine Configuration Training.

**Service Order Manager/Circuit Inventory Engine**

Rivermine will install and configure the Service Order Manager and Circuit Inventory Engine during the Project.

### Order/Inventory Templates

Order/Inventory templates represent on-line forms used to capture, default and validate specific information required to successfully process and manage telecom orders and circuit inventory. Rivermine will install one template for each of the following service types. Additional configuration and/or creation of new inventory templates are out-of-scope.

<ul style="list-style-type: none"><li>• ATM Port</li><li>• ATM PVC</li><li>• Calling Cards</li><li>• Conferencing: Audio</li><li>• Conferencing: Video</li><li>• Cell Phone</li><li>• DDS</li><li>• DSL</li></ul>	<ul style="list-style-type: none"><li>• Ethernet</li><li>• Frame Relay Port</li><li>• Frame Relay PVC</li><li>• Internet</li><li>• ISDN BRI</li><li>• ISDN PRI</li><li>• Long Distance</li><li>• MPLS</li><li>• OCx: Channelized</li></ul>	<ul style="list-style-type: none"><li>• OCx: Point-to-Point</li><li>• Pager</li><li>• T1: Channelized</li><li>• T1: Point-to-Point</li><li>• T3: Channelized</li><li>• T3: Point-to-Point</li><li>• Toll Free</li><li>• Voice Circuit/POTS</li></ul>
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### Billing/Location Templates

Billing and location templates are forms used to capture specific information related to PacifiCorp's billing account hierarchy and physical site locations, respectively. Rivermine will provide one base billing and location template at the time of installation. PacifiCorp specific data attributes can be added to these templates and will be documented during the Requirement Workshops.

### Order E-mail Templates

Order e-mail templates are forms used to generate e-mails to PacifiCorp's service providers containing order information captured on the order/inventory templates. Rivermine will install one generic email template used by all service types. Service type and/or vendor specific email templates are out-of-scope for this implementation but can be performed on a time and material basis. Rivermine will configure the email template to pre-populate the e-mail distribution list for each vendor contact provided during the Requirements Workshops.

### Milestone Templates

Milestone templates define the order steps and expected duration that an order must progress through from order creation to order completion. Rivermine will install four base milestone templates used by all in-scope service types for the following order actions: Add, Change, Move, and Disconnect. Service type and/or vendor specific milestone templates are out-of-scope for this implementation.

### Order Approval Workflow

Order approval workflow enables PacifiCorp to define a conditional path to route orders for authorization prior to submission to the vendor for fulfillment. The configuration of order approval functionality is not within scope.

### Telco Interface

Rivermine will install and configure the Telco Interface during the Project.

Rivermine will configure the Telco Interface to replicate the order/inventory templates installed during the implementation of Service Order Manager in order to provide PacifiCorp vendors visibility into the configured order form. In addition, Rivermine will setup vendor accounts and configure the application to direct orders to the vendors who have agreed to utilize the interface.

It will be PacifiCorp's responsibility to obtain vendor acceptance of this interface as well as manage the on-going relationship with the vendor to maintain use of the interface.

### **Equipment Inventory Engine**

Rivermine will install Equipment Inventory Engine during the Project.

### Equipment Templates

Equipment templates are on-line forms used to capture, default and validate specific information required to manage network equipment inventory as well as build relationships to circuit inventory. Rivermine will install one template for each of the following equipment types. Additional configuration and/or creation of new equipment templates is out-of-scope.

- Routers
- PBX
- Switch
- Servers
- Modems

**Finance Manager**

Rivermine will install and configure Finance Manager during the Project.

Invoice Templates/Readers

Invoice Readers are used to load and parse electronic bills received from service providers into Rivermine invoice templates for on-screen presentment and auditing charges. Rivermine will install Financial Manager with pre-configured settings including vendor specific invoice templates derived from our best practices during the Project. Out-of-the-box invoice readers will be implemented to import vendor invoices received in an electronic format. Paper invoices that cannot be converted to an electronic bill format can be manually entered into Rivermine using a pre-configured generic template.

Deployment of any electronic invoice reader is dependent on the ability of PacifiCorp to consolidate and receive electronic formats within the project timeline. It is recommended that PacifiCorp begin working with vendors to start the bill format conversion process prior to the project start date where applicable.

Based on the current billing formats provided by PacifiCorp, Rivermine will install and test the following electronic invoice readers.

Invoice Reader Table			
Service Provider	Electronic CD/Portal	Electronic EDI	Billing Formats
AT&T		X	DCS
AT&T Wireless	X		Navigator
PacBell		X	SBC EDI
Qwest		X	Qwest EDI
Verizon		X	Verizon EDI
Multiple Carriers		X	CABS
Multiple Carriers	X		RIVERMINE XLS

If PacifiCorp requires additional invoices readers above and beyond those listed above, Rivermine will install and test the first supported reader at no charge, additional readers will be provided on a Time and Materials basis and will provide an estimate under a separate Statement of Work at that time. Unsupported invoice readers can be developed and installed by Rivermine on a Time and Materials basis or could be developed as standard supported product should there be market demand.

Invoice Approval Workflow

Invoice approval workflow enables PacifiCorp to define a conditional path to route invoices for approval prior to submission to the financial system for payment. The configuration of invoice approval functionality will be based on PacifiCorp requirements.

Cost Allocation

Rivermine will configure the cost allocation templates to associate General Ledger (GL) information to the location, account and/or circuit entities within PacifiCorp installation. PacifiCorp will be responsible for providing the accounting strings and percentages, where applicable, in an agreed upon format. Rivermine will upload the agreed upon data for calculating the General Ledger feed during the Inventory Build.

Rivermine will develop the cost allocation algorithm to generate the General Ledger feed to PacifiCorp's Financial application according to PacifiCorp requirements. The allocation of invoice charges is limited to account, location or circuit levels. Allocations performed against sub-line item charges (i.e. USOC) are specifically out of scope for this implementation.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial TE

PacifiCorp: Initial TEP



Interface Type	Source Target System	Interface Type	Comment
Outbound AP/GL	Rivermine/ PacifiCorp Financial System	Batch	Transmits approved invoices for payment and allocation from Rivermine's Financial Management module to PacifiCorp's Financial System (e.g. invoice #, account #, pay amount, gl string, allocation amount).
Inbound AP	PacifiCorp Financial System/ Rivermine	Batch	Transmits payment detail from PacifiCorp's Financial System to PacifiCorp's Financial Management (e.g. check number, payment date, payment amount). PacifiCorp will utilize Standard Interface file provided by Rivermine
Inbound HR	PacifiCorp HR System/ Rivermine	Batch	Transmits employee information from HR application (e.g. employee id, managers) to Rivermine) for association to circuits and services. PacifiCorp will utilize Standard Interface file provided by Rivermine

#### Contract Manager

Contract Manager enables PacifiCorp to enter service provider contract information in order to validate contracted rates against invoices loaded into the software. Rivermine will enter facility rates and contract header details into the system for one service provider master contract that PacifiCorp receives electronic billing. If the master contract contains multiple sub contracts, then the master header information will be entered along with the rates for one sub contract. PacifiCorp is responsible for validating the contract rates to be entered into the system prior to Rivermine importing the detail.

#### Clarity

Rivermine will install and configure the Clarity business intelligence engine during the Project. Rivermine will install Clarity with 40 standard reports for PacifiCorp. The availability of any standard report is dependent on data accuracy and completeness stored in PacifiCorp's inventory and/or provided on a carrier's bill.

Rivermine will configure Clarity's ad-hoc reporting capabilities to include PacifiCorp specific data attributes that were added during the Service Order and Inventory Engine installation. In addition, Rivermine will configure up to 5 new reports based on requirements captured during the Requirement Workshops.

#### **External System Interfaces**

Rivermine will develop three external system interfaces with PacifiCorp's Financials application to transmit allocation and payment information with PacifiCorp systems. The definition of file layouts, transmission methods and transmission frequencies will be defined during the Requirement Workshops.

#### **Inventory Build**

The effort to compile and load inventory is a joint process between Rivermine and PacifiCorp. During the Data Requirement Workshop, the team will first identify the best sources of billing account, location and inventory data using existing systems, databases, vendor data, and/or invoices. Once the sources are identified, PacifiCorp is responsible for gathering and compiling data into Rivermine batch templates. Upon completion, Rivermine will upload the files using the software's batch tools. Historical orders will not be loaded during this effort and the mapping of circuit-to-circuit and/or circuit-to-equipment relationships is the responsibility of PacifiCorp after the initial inventory load is complete.

#### **Training**

Rivermine will provide several types of training sessions during the Project. The timing and content of the training will be acceptable to PacifiCorp and structured to enable users to be able to participate in the configuration of their Rivermine installation and then be able to use it to best effect. This training provides familiarity and specific skills necessary to participate in the implementation process as well as efficiently use and support the administration of the software upon deployment.

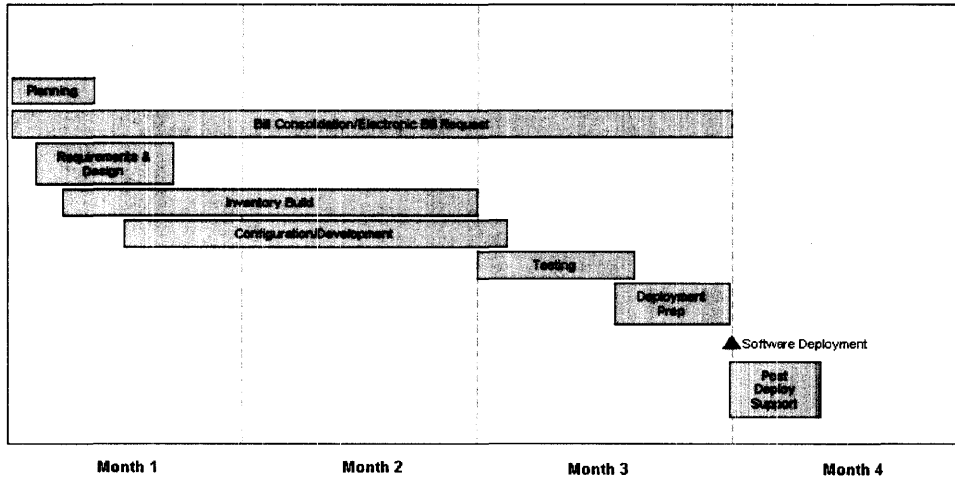
Rivermine will conduct training sessions over the course of 4 days to cover the following topics:

- End User: Service Order/Inventory Management Training
- End User: Financial Management Training
- End User: Clarity Training
- System Administration Training

For each session, Rivermine will conduct training for up to 10 users at one PacifiCorp location.

**Project Schedule**

Rivermine suggests deploying core TEM software functionality in one phase estimated to take approximately 3 months as outlined in the GANTT chart below. Schedule is dependent on PacifiCorp's ability to (1) provide interface requirements in a timely manner, (2) compile inventory into Rivermine templates and (3) execute User Acceptance Test activities.



A draft work plan will be provided within 1 week of the project start date. The detailed project plan is subject to modification during the project with the agreement of both PacifiCorp and Rivermine.

**Rivermine Resources**

The Rivermine implementation team is staffed with a minimum of 4 Rivermine resources representing a breadth of industry knowledge and technical skill sets. Additional resources may be added during the project to (1) utilize specific domain or technical skill set and/or (2) to accelerate a project with more manpower when applicable. The roles and responsibilities are defined in the table below:

Role	Responsibilities	Skill Set
Project Manager	<ul style="list-style-type: none"> <li>Acts as Rivermine's single point of contact throughout the project</li> <li>Develops and manages project plan</li> <li>Manages project issues and mitigates risk on behalf of Rivermine</li> <li>Prepares for and conducts status meetings</li> <li>Provides status reports and financial tracking</li> <li>Conducts Requirements Workshops</li> <li>Participates in and coordinates design, configuration, development, testing and deployment activities.</li> </ul>	<ul style="list-style-type: none"> <li>Project Management experience managing teams, issues and project schedules</li> <li>Rivermine configuration skills</li> <li>Process definition skills</li> </ul>
Consultant	<ul style="list-style-type: none"> <li>Gathers configuration requirements</li> <li>Identifies gaps and works with integrated team to develop resolutions</li> <li>Performs PacifiCorp data loads and migrations including migration of carrier electronic feeds from TEOCO to Rivermine.</li> <li>Configures and tests software and interfaces per defined requirements</li> </ul>	<ul style="list-style-type: none"> <li>Rivermine configuration expert</li> <li>ORACLE database skills</li> <li>SQL query skills</li> <li>Process definition skills</li> <li>Data analysis skills</li> <li>Data conversion skills</li> </ul>
System Engineer	<ul style="list-style-type: none"> <li>Establishes technical environments</li> <li>Customizes software for requirements not supported by out-of-the-box features</li> <li>Develops interfaces to Rivermine per requirements</li> </ul>	<ul style="list-style-type: none"> <li>Rivermine development expert</li> <li>ORACLE database skills</li> <li>SQL query skills</li> <li>JAVA development skills</li> <li>Technical infrastructure skills</li> </ul>
Trainer		<ul style="list-style-type: none"> <li>Training and communications</li> </ul>

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial SP

PacifiCorp: Initial TKP

Role	Responsibilities	Skill Set
	<ul style="list-style-type: none"> <li>Prepares training materials</li> <li>Facilitates end-user and system admin training sessions</li> </ul>	<ul style="list-style-type: none"> <li>expert</li> <li>Rivermine configuration expert</li> <li>In-depth Telecom Industry and process knowledge</li> </ul>

The Rivermine Project Team will work remotely for the majority of the implementation from their Fairfax Headquarters location. However, there will be certain times throughout the project life cycle that require some or all of the team to be present at a PacifiCorp premise.

The project events outlined below illustrate the times when one or more of the project team may be on-site to more efficiently and effectively complete their tasks. Additional on-site events can be scheduled at PacifiCorp's request.

- 1) Project Kick-off: Entire Rivermine Team (1 day)
- 2) Initial Requirement Workshops: Entire Team (1-3 days)
- 3) UAT Kick-off: Consultant/Engineer Only (1-5 days)
- 4) Training: Trainer (4 days)
- 5) Go-Live: Consultant/Engineer Only (1-2 days)

**PacifiCorp Resources**

The Rivermine implementation should be staffed by PacifiCorp to support the following roles and responsibilities. Lack of sufficient resources can impact the delivery and schedule of the project.

Role	Responsibilities
Project Manager	<ul style="list-style-type: none"> <li>PacifiCorp's single point of contact throughout the project</li> <li>Manages project issues and mitigates risk on behalf of PacifiCorp</li> <li>Manages PacifiCorp resources per the project plan</li> <li>Requires a minimum of 20 hours per week for the duration of the project</li> </ul>
Process SMEs	<ul style="list-style-type: none"> <li>Represents the ordering, provisioning, billing and finance organizations</li> <li>Participates in workshops to define configuration requirements</li> <li>Requires a minimum of 24 hours/week during Requirements Gathering and Acceptance Testing activities as outlined in the Project Plan</li> <li>Participates in User Acceptance Test activities</li> </ul>
Data Analysts	<ul style="list-style-type: none"> <li>Compiles inventory data from appropriate sources into Rivermine templates</li> <li>Resolve inventory fallout</li> </ul>
Rivermine Software Administrator	<ul style="list-style-type: none"> <li>Maintains accounts, groups and users once Rivermine is deployed</li> <li>Maintains dropdown values, reference data and templates once the Rivermine application is deployed</li> </ul>

**Project Deliverables**

The following deliverables and work products will be produced and included in the fixed implementation fee.

Project Deliverable	Criteria Definition	Owner	Acceptance
Rivermine Software	Rivermine will deliver a fully configured application that meets PacifiCorp's business requirements outlined for Phase 1 in a hosted production environment.	Rivermine	PacifiCorp UAT Sign-off
Rivermine MS Project Plan	Rivermine and PacifiCorp to jointly baseline project, Rivermine will deliver Project Plan containing the tasks, dates, and resources assigned to the project.	Rivermine	PacifiCorp to Sign-off
Rivermine System Requirements Document	A written document to specify the software configuration and interface requirements	Rivermine	PacifiCorp to Sign-off prior Design Phase

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial   SJP  

PacifiCorp: Initial   JEP

Project Deliverable	Criteria Definition	Owner	Acceptance
Data Migration / Conversion Strategy	A written document describing the data migration and inventory management approach.	Rivermine	PacifiCorp to Sign-off prior Configuration Phase
Rivermine Configuration Design Document	A written document to specify the configuration of metadata, triggers and other items in the Rivermine application specific to the requirements.	Rivermine	PacifiCorp to Sign-off prior Configuration Phase
Interface Design Documents	A written document to specify how Rivermine will interface to PacifiCorp systems per requirements.	Rivermine	PacifiCorp to Sign-off prior Configuration Phase
User Manuals (for each module)	Rivermine provides documentation for each module PacifiCorp has purchased.	Rivermine	Delivered prior to Training
Software Configuration Manual	Rivermine provides documentation for the System Administration capabilities	Rivermine	Delivered prior to Training
Training Materials	Rivermine will provide standard training materials for each module which includes Lab Exercises.	Rivermine	Delivered at start of training

### Project Assumptions

1. PacifiCorp personnel will remain available through the life of the project to answer questions, even after their tasks are completed.
2. PacifiCorp will adopt the software enabled processes flows embedded in Rivermine software except as stated in this Statement of Work.
3. Rivermine is not responsible for defining or re-engineering internal business processes for PacifiCorp.
4. When Rivermine resources are on-site, PacifiCorp will provide an adequate office environment and equipment for Rivermine's consultant resources, where they can conduct efficient analytical work, and meetings with PacifiCorp user personnel and/or other Rivermine personnel when on-site.
5. When Rivermine resources are on-site, PacifiCorp will provide ready access to a phone capable of making external local and long-distance calls for business related to the provision of Services when on-site

### Additional Terms and Conditions

#### Acceptance of Interim Deliverables

PacifiCorp will provide Rivermine with written acceptance or refusal for each Project Deliverable (including the Platform Services) defined herein, within 10 business days of PacifiCorp's acknowledgement of receipt of that Project Deliverable. PacifiCorp will issue an acceptance for each Project Deliverable in accordance with this Agreement if the Project Deliverable materially meets the applicable specifications and criteria for the Project Deliverable. Acceptance shall not be unreasonably withheld by PacifiCorp. If PacifiCorp rejects any Project Deliverable, Rivermine shall promptly correct any identified defects, non-conformance or failures in the Project Deliverable and deliver to PacifiCorp a fully corrected version of the Project deliverable (free of the defects or failures so identified by PacifiCorp), a written description of the corrective action taken to correct each defect non-conformance or failure. For any Project Deliverable, Rivermine will provide a written certification that Rivermine has retested the Project deliverable and found the deliverable to be free of all defects and failures, all at Rivermine's sole expense, within 5 business days of PacifiCorp's notice to Rivermine thereof.

If PacifiCorp identifies any defects, nonconformance or failures in the re-delivered Project Deliverables that have not been corrected after such efforts of Rivermine, PacifiCorp may, at its option, (1) notify Rivermine of the defects or failures and Rivermine will thereafter retest the steps above to correct such defects, nonconformance or failures; (2) treat the failure or nonconformance of Rivermine as a material breach of this Agreement and terminate this Agreement under Article 26, TERM AND TERMINATION.

Deliverables supplied by Rivermine for the Work performed under this Contract defined in the Statement of Work for which PacifiCorp's review and acceptance is required, shall be deemed accepted once written acceptance by PacifiCorp has occurred. All Work and Deliverables will be subject to review and/or testing at the agreed time or times by PacifiCorp, as designated in the Statement of Work, which shall have the right to reject as unsatisfactory, any Work or Deliverables that do not meet Acceptance Criteria as agreed.

## Final Acceptance

After notice of completion of all Project Deliverables (including, without limitation, implementation of the Platform Services), PacifiCorp will provide Rivermine with final written acceptance or refusal of all Project Deliverables and of the Platform Services, within two (2) days of completion of a complete live production business cycle for the Platform Services. A business cycle of the Platform Service will consist of successful demonstration of all functionality for the Platform Services during a monthly business cycle. PacifiCorp will issue a final written acceptance for the Project Deliverables and Platform Services following completion of the complete live production business cycle if all applicable specifications and criteria for the Project Deliverables and Platform Services are met during such live production business cycle. Acceptance shall not be unreasonably withheld by PacifiCorp. If PacifiCorp rejects the Project Deliverables or Platform Services following the completion of the complete live production business cycle, Rivermine shall promptly correct any identified defects or failures in the Project Deliverable or Platform Services and deliver to PacifiCorp a fully corrected version of the Project Deliverable or Platform Services (free of the defects or failures so identified by PacifiCorp), a written description of the corrective action taken to correct each defect or failure, and a written certification that Rivermine has retested the Project Deliverable or Platform Services and found the Project Deliverable or Platform Service to be free of all defects and failures, all at Rivermine's sole expense, within 5 business days of PacifiCorp's notice to Rivermine thereof.

If PacifiCorp identifies any defects or failures in the re-delivered Project Deliverables or Platform Services that have not been corrected after such efforts of Rivermine, PacifiCorp may, at its option, (1) notify Rivermine of the defects or failures and Rivermine will thereafter repeat the steps above to correct such defects or failures; (2) treat the failure of Rivermine as a material breach of this Agreement and terminate this Agreement under Article 25, TERM AND TERMINATION.

PacifiCorp will be turned over to the Rivermine support team 5 business days after the Go-Live date. PacifiCorp will be supported by the implementation consultant(s) for 5 business days after the Go-Live date.

Neither inspection and/or testing of Work or Deliverables, nor the lack of same, nor acceptance of the Work or Deliverables by PacifiCorp, nor payment therefore, prior to Final Acceptance by PacifiCorp shall relieve Rivermine from any obligations under this Contract.

## Escalation Path

PacifiCorp and Rivermine will mutually agree to contact escalation paths, up to and including the relevant respective department Vice Presidents, to be utilized in cases in which either party experiences difficulty in receiving timely or appropriate responses to regular communications during the course of the implementation.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial

RF

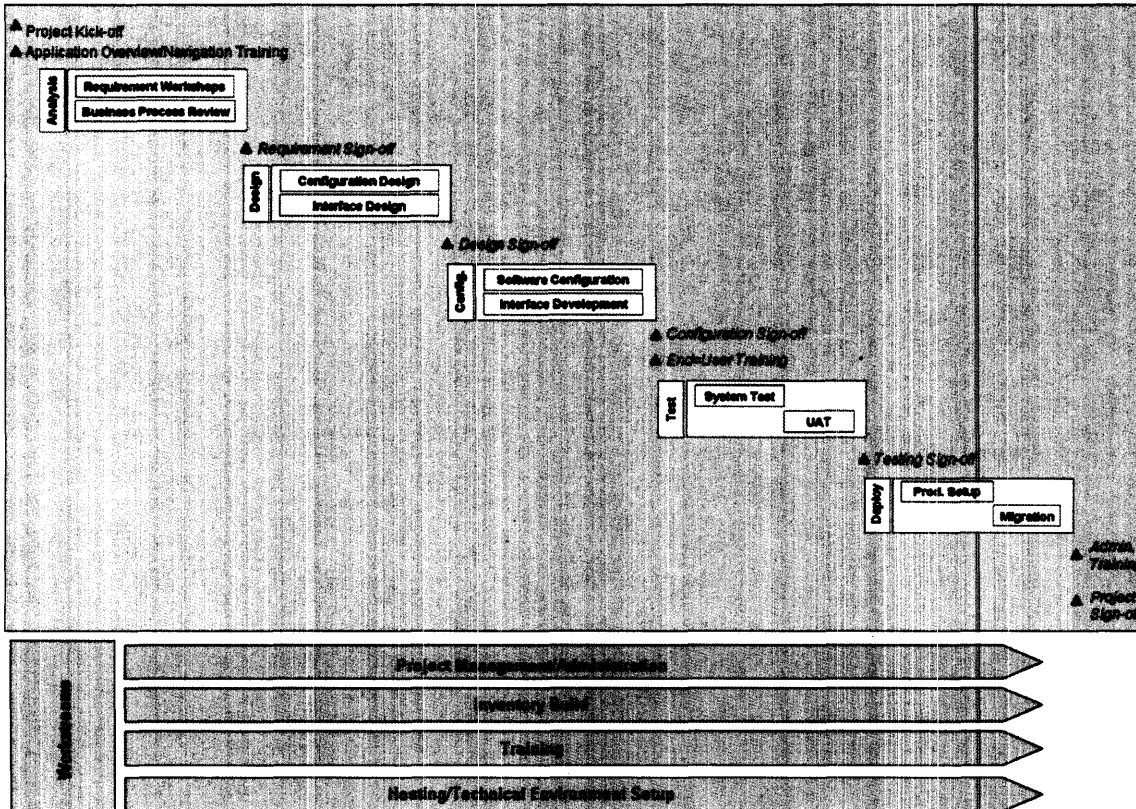
PacifiCorp: Initial

TKP

## Appendix A to Exhibit C – Implementation Statement of Work

### Implementation Approach Overview

All Rivermine software deployment projects are executed using Rivermine's proprietary implementation methodology which defines the methods and procedures used to plan for, manage, and execute installations.



The basis of the methodology states that the software implementation will be executed in five stages: Analysis, Design, Configuration/Development, Testing, and Deployment. These stages may differ from project to project depending on (1) PacifiCorp's need for module functionality and, (2) their business requirements which drive the extent of all design and configuration activities. The highlighted green area, in the diagram above, illustrates a complete lifecycle of a Rivermine implementation. Depending on PacifiCorp's business objectives and priorities, the five stages can be executed in a cyclical fashion to deploy functionality, modules and/or data in multiple phases.

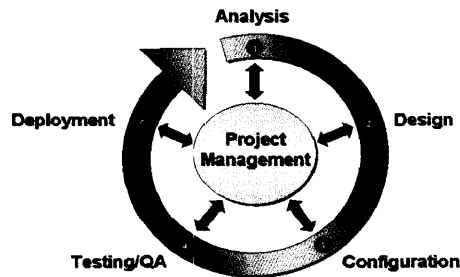
To minimize unexpected outcomes and user adoption issues upon deployment, several checkpoints are embedded throughout the implementation to validate requirements, design and progress with the core project team. These checkpoints are performed at the conclusion of the Analysis, Design and Testing phases. At these junctures, PacifiCorp must review appropriate deliverables/progress and provide signoff acknowledging acceptance so the project can proceed to the next stage of the life cycle.

In addition, up to four work streams occur in parallel with the five implementation stages depending on the needs of the project. These work streams include: Project Management/Administration, Inventory Build, Training, and Hosting/Technical Environment Setup. Each work stream brings focused attention to specific on-going activities throughout the duration of the project.

## SOFTWARE IMPLEMENTATION

### General Software Implementation Overview

For each defined phase of the project, the five Project Lifecycle stages will be executed: Analysis, Design, Configuration/Development, Testing, and Deployment.



### Analysis Stage

During this stage, Rivermine will lead PacifiCorp through requirement workshops designed to gather user preferences for the configurable components of the software. These workshops focus on discussions regarding order management, inventory management, financial management, contract management, reporting, data, and interface requirements. At each workshop, requirements will be gathered, prioritized, documented and delivered in the System Requirements document. Any requirement that cannot be supported by base Rivermine functionality will be flagged and communicated as a gap. Each gap will be reviewed during follow-up workshops to determine business impacts. If the impact is substantial, Rivermine and PacifiCorp will jointly devise short and long term workarounds where feasible. All gaps and workarounds will be highlighted in the System Requirements document.

At the conclusion of the Analysis phase, Rivermine will conduct an executive review of the final System Requirements document with PacifiCorp's executive-level steering committee responsible for the success of the project. This review will ensure proper buy-in into the direction of the project and obtain formal agreement on the requirements through an official sign-off between PacifiCorp and Rivermine. This checkpoint will authorize the team to move forward with Design once sign-off occurs.

### Design

Once the Analysis phase is complete, the Rivermine team will commence configuration and interface design activities driven by the agreed upon software requirements.

Configuration design activities will model and document the complex system configurations necessary to implement Rivermine software for PacifiCorp business needs. These types of configurations cannot be performed using the general system administration tools provided by the base product and require the use of JAVA code or more advanced configuration knowledge to implement. For example, the following types of configurations will require a formal design: developing order/invoice automated workflows, enhancing invoice reader capabilities, developing new invoice audits/exceptions, and defining cost allocation/chargeback logic. The Configuration Design deliverable will address technical design specifications for these complex software configurations through the use of pseudo code, screen shots, and file names where applicable. This document will be useful for Rivermine PacifiCorp Support and/or PacifiCorp's Rivermine System Administrator for maintaining the application once deployed.

Interface Design activities will model and document the detailed design of each interface between Rivermine and PacifiCorp's existing systems. For each interface, the Interface Design deliverable will cover the physical data flow, file types and layouts, scheduling timeframes, data extraction and/or preparation logic, error handling and interface dependencies. Potentially, Rivermine could interface with PacifiCorp's existing ordering, inventory management and/or accounts payable applications.

A walkthrough of the design documentation will occur to ensure PacifiCorp expectations and documented system requirements have been met. This will also allow Rivermine and PacifiCorp to identify any additional gaps that need to be addressed. The final review will result in another key checkpoint requiring design sign-off. This allows Rivermine and PacifiCorp to proceed with configuring the solution.

**Configuration/Development**

Upon design sign-off, the Rivermine team will complete configuration activities utilizing the requirements and design documentation as the basis for development. During this period, Rivermine will conduct a minimum of 1 and a maximum of 3 structured review sessions to confirm that the application is being configured to PacifiCorp expectations and requirements. These configuration checkpoints will be scheduled at the onset of the project and documented in the project plan.

**Testing**

Once configuration and data conversion is complete, a series of testing activities will commence. First, Rivermine will conduct system test and quality assurance activities to ensure the software is operating properly and according to defined PacifiCorp requirements. Rivermine utilizes generic system test plans that have been developed by the Rivermine Quality Assurance group for testing purposes. Each test plan is reviewed prior to execution to document any additional test cases that are needed to address PacifiCorp specific requirements. Any test problems or fallout will be documented and resolved by the team.

After system test is complete, PacifiCorp will execute user acceptance testing. Any issues that result from the test will be documented and prioritized for resolution. Critical issues that prevent the rollout of the software will receive proper attention by the Rivermine staff to minimize the risk of deployment delays. If all requirements are met, PacifiCorp sign-off is obtained to indicate their acceptance of the software as configured by Rivermine. This is a critical checkpoint prior to moving into production.

**Deployment**

Upon successful completion of the Testing stage, Rivermine will prepare the production environment to deploy the software to PacifiCorp's user community with assistance and support from Rivermine. Once data and software configuration are migrated to the production environment, the software is ready for go-live.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial ER

PacifiCorp: Initial TYO



**Exhibit D - CELlector® ON-LINE WIRELESS STORE**

The CELlector® On-Line Wireless Store's web-based procurement tool will allow authorized users with a log in and password to order cellular devices and accessories from PacifiCorp's preferred vendors. PacifiCorp's negotiated carrier rates will be included along with PacifiCorp's selected authorized devices. The tool provides a catalog purchase option along with a recommendation wizard. A manager approval can be required to execute the transaction.

Rivermine Deliverables:

- Equipment Procurement – on-line, intelligent based procurement solution for standardized equipment / accessories
- Service Procurement – on-line, intelligent based procurement solution for standardized services
- Controlled Selection Process - automated control inputs for both procuring equipment and services
- Management Approval – automated control inputs and workflow for multi managerial approval and order process
- Data flow of order information into the Service Order Management Module.

PacifiCorp Deliverables:

- Copy of wireless carrier contracts
- List of authorized devices, rate plans, accessories that employees can order
- List of wireless carrier contacts or current procurement methods
- List of employees and their Authorized Approvers (in Rivermine required format)

Upon Client request, the List of employees and their approving manager Deliverable data can be loaded by Rivermine provided they are delivered to Rivermine in Rivermine required format via FTP per instructions to be provided by Rivermine.

Information to be include at a minimum:

- User name
- Device number
- Employee id
- Employee email address
- Approver name
- Approver email address
- Hierarchy location(s)

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RF

PacifiCorp: Initial TEP

**Exhibit E - INVOICE LOADING SERVICES**

**Service Scope**

The following section details the scope of Invoice Loading Service (collectively, the "Services") to be provided pursuant to this Statement of Work:

**Initial Setup:**

PacifiCorp is responsible for making the initial contact with each telecom carrier to redirect invoices. PacifiCorp will provide the necessary contact information to Rivermine and inform each telecom carrier to work with Rivermine to redirect invoices. For EDI, Rivermine will require thirty (30) days for the initial setup to allow for telecom carrier redirects, setup and validation of invoices and associated tasks and for CABS, Rivermine will undertake to conclude the initial set up as soon as commercially reasonably possible.

**Loading Invoices:**

Electronic invoices will be loaded with circuit and sub-line item detail when the telecom carrier provides such detail within their bill format. Any bill format discrepancies will be researched and resolved by Rivermine and the telecom carrier.

Invoice loading services will be provided for the invoices listed in the Invoice Reader Table of Exhibit C.

**Ordering Future Electronic Feeds:**

After the initial setup and after all appropriate telecom carrier forms needed to perform the Services hereunder are signed, PacifiCorp will be responsible for contacting telecom carriers to allow Rivermine to arrange electronic formats for new loads when an electronic format is available.

**Missing BAN Management:**

Rivermine is responsible for contacting telecom carrier if an invoice is not received. Rivermine will provide PacifiCorp with a regular status report, listing the BANs that have issues and the statuses of the issues (Report can be executed on demand by PacifiCorp through the Platform Services).

**Reconfiguration of EDI feeds:**

Rivermine is responsible for the reconfiguration of feeds caused by changes made by the telecom carrier supplying the feed provided that the new electronic feed from the carrier is a standard and supported electronic format.

**Parallel Process**

Parallel process to begin with the first day of the month following Go Live. For example: If Go Live is on September 17th, Parallel process will begin on October 1. It also assumes that the MRC starts with Parallel process regardless of how long parallel process lasts.

Rivermine will also only load one month's invoice for each account during implementation. I.e., if Rivermine loads the August 1 invoice during implementation and parallel process starts October 1. There will be no invoices loaded for September.

**THE FOLLOWING OFFERINGS ARE NOT INCLUDED IN THE SCOPE OF WORK OF THIS STATEMENT OF WORK:**

**Providing VANs:**

Rivermine is not responsible for initializing and signing contracts with any Value Added Network ("VAN") if required to process EDI based invoices, implementing a VAN, or any fees associated with a VAN. If PacifiCorp wishes to provide a VAN or already use an existing VAN, Rivermine will use the VAN to load the electronic invoices.

**Invoice Analysis and Disputes:**

Rivermine is not responsible for analyzing invoices and contacting telecom carriers about invoice disputes. PacifiCorp will analyze, review, and approve all invoices in the system. When there is a dispute on an invoice, PacifiCorp will contact the telecom carrier to rectify the dispute and when applicable, ensure a credit is received. PacifiCorp acknowledges that it shall be solely responsible for resolving any disputes regarding any disputed amounts invoiced by PacifiCorp's telecom carriers/suppliers.

In the event that PacifiCorp is interested in expanding the scope of this service to include the above mentioned offerings, or any other offering not discussed herein, the parties shall mutually agree to a change by following the procedures outlined in the Agreement.

## EXHIBIT F - PacifiCorp Travel Guidelines

To ensure that all your expenses are paid in full, please take a moment to review the detailed expense guidelines below.

- **Airfare and lodging** -- All travel to be reimbursed should be approved prior to booking.
- **Long-term assignment travel:** Contract firms should make their own arrangements for air travel, rental car and hotel stays, but expenses must meet these guidelines. PacifiCorp will reimburse for coach class travel only. Charges in excess of a coach ticket are the responsibility of the contract firm. Booking flights less than 7 days prior to departure is strongly discouraged. PacifiCorp will only reimburse for standard hotel rooms and prefers that contractors use hotels where negotiated discounts are available. For example, PacifiCorp has discounted rates at the following hotels: in Portland the Lloyd Center DoubleTree. Embassy Suites is available in Salt Lake City.
- A discounted rate is also available with Enterprise for car rentals. You are welcome to utilize PacifiCorp or your own corporate discounts.
- Short-term assignment travel: While on assignment with PacifiCorp, arrangements for business travel, including air travel and hotel stays, may be routed through our corporate agency, Murdock Travel, or Rivermine's firm of choice. You can contact them internally via email at Travel Requests or through your department administrator. All travel will be coach class.
- While traveling, PacifiCorp will reimburse for reasonable phone calls home and for business related dial-up charges. To help reduce costs, we require the use of calling cards or pre-paid phone cards, rather than direct calls from hotels.
- **Rental cars/ ground transportation:** Please use shuttle services provided by local hotels to/from the airport. If you are working at a single location near PacifiCorp, please select a hotel that is within walking distance to your work location. Contractors are required to provide appropriate automobile insurance coverage at their own expense. PacifiCorp may require proof of insurance.
- In Portland, effective 11/18/02, many downtown hotels are discontinuing their Airport Shuttle service. This is a result of the new Airport MAX Light Rail service.

To catch the MAX from the airport: Go to the baggage claim area and take and take a right once you've gotten off the escalators. Follow the signs to the Airport MAX which is directly outside to the right. The trains come about every 15 minutes, and from the airport the first one departs at 4:25am and the last one leaves at 11:35pm. To get to the DoubleTree, take the RED line (which is the only train at the airport) to the NE 11th Ave./Lloyd Center exit which takes approximately 25 minutes and drops you off directly across the street from the entrance.

There are no train changes needed and the cost is \$1.65 each way. Getting to the airport is the same in reverse; just make sure to catch the RED line.

If you any questions regarding the MAX line contact: Tri-Met directly at (503) 238-5811  
[www.tri-met.org](http://www.tri-met.org).

- PacifiCorp will reimburse shuttle, cab or mileage expense for one trip to and one trip from the airport (i.e., round trip) to a maximum of \$50, for each business trip. If you park at the airport, PacifiCorp will reimburse for economy parking only. Receipts for all ground transportation, parking and mileage are required. Mapquest.com is a good source of documentation for mileage.
- **Meals:** PacifiCorp will reimburse for breakfast, lunch and dinner for each day of contract work for non-local contractors. The standard meal reimbursement should not exceed \$45 per day. However, this is not a per diem amount that is automatically paid for each day of work. PacifiCorp will not reimburse for any meals that the contractor (or contracting agency) purchases for PacifiCorp employees, such as team lunches/dinners.
- PacifiCorp will only reimburse for meal gratuities @ 15%. All other gratuities not reimbursable (e.g. taxis, porters, Bellhops, maid service or hotel staff).
- **Non-Reimbursable Expenses:** The following is a listing, though not all-inclusive, of expenses that will not be reimbursed:
  - ❖ Business Gifts.
  - ❖ Expenses for non-business purposes.
  - ❖ Fines (parking, traffic violations).
  - ❖ Annual Fees for personal Credit Card.
  - ❖ Laundry Service.
  - ❖ Barber and beautician services.

- ❖ Travel time.
- ❖ General Office Supplies.
- ❖ Personal entertainment or recreation (in-room movies, health club fees).
- ❖ Expenses incurred by contractor family members. For example, we will reimburse for a contractor's meal, but not for a spouse's meal.
- ❖ Expenses more than \$25 not supported with a valid receipt.
- ❖ Alcoholic Beverages.
- ❖ Expenses for clothing, umbrellas, briefcases, etc.
- ❖ Expenses associated with interim stopovers (incremental transportation costs, hotel, meals, etc.).
- ❖ Personal hygiene products (shampoo razor blades, toothbrush, etc) \*unless part of lost luggage.
- ❖ Parking for local contractors

- **Expense report paperwork:** Accurate expense reports submitted in a timely manner substantially reduce the invoice processing time. Reports include a worksheet or listing of each expense, with date, type of expense and amount noted. You can use a standard form from your PacifiCorp or use one provided by PacifiCorp. Please see the sample entry below if you are creating your own worksheet.

Date	Type of expense	Amount	Location (i.e. Portland)	Receipt included
5/1/05	Hotel room charge only, incl. taxes	108.00	Portland	Yes
5/1/05	Meals	27.00	Portland	Yes
5/1/05	Phone	.75	Portland	No
5/1/05	Shuttle from hotel to airport	12.95	Portland	No

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Riverview: Initial RS

PacifiCorp: Initial TWP

## EXHIBIT G - COST SAVINGS / MANAGED SERVICES

This Managed Services Statement of Work ("SOW") shall evidence the Managed Services to be provided hereunder pursuant to the terms and conditions of the Agreement dated \_\_\_\_\_, 2008 ("Agreement") between RIVERMINE SOFTWARE, INC. ("Rivermine") and PacifiCorp, Inc. and its affiliate and subsidiary companies ("PacifiCorp") which terms and conditions are incorporated herein by this reference. To the extent that any terms and conditions contained in the Agreement are in conflict with or in addition to the terms and conditions of this Exhibit, the terms and conditions of this Exhibit shall control.

### A. The Project

I. Rivermine will provide consulting services to assist PacifiCorp in identifying cost savings and optimization opportunities (collectively "Cost Savings" as further defined below) by researching existing inventory, reviewing existing and prior contracts, invoices (current and historical), and "CSR"s (Company Service Records if available). These consulting services collectively are "the Project."

II. For the purposes of this SOW, Cost Savings shall be defined as:

- a. Any refund, credit or reimbursement of past charges from January 1, 2007 forward until June 30, 2008; The parties may by mutual agreement extend the look back to prior to January 1, 2007 in order to capture additional historical invoices.
- b. Any reduction of current or future charges on Company's related to discrepancies on vendor invoices (collectively "Company Vendors") identified, and obtained by Rivermine on behalf of PacifiCorp;
- c. Any savings related to PacifiCorp approved optimizing of the network, discovered and recommended by Rivermine, and accepted and implemented by PacifiCorp;
- d. Items that are identified by Rivermine and approved by PacifiCorp as a reduction of current or future charges; and  
b, c, and d collectively, are defined as Optimization.
- e. As otherwise set forth in Section B of this SOW as recommended by Rivermine and approved by PacifiCorp.

III. All identified Cost Savings are subject to the following characteristics:

- a. From Invoices that are ("Eligible Invoices"); Eligible Invoices shall include all qualified invoices from January 1, 2007 until June 30, 2008 which are eligible for any cost savings recovery either based on Company's carrier contracts or relevant state law and shall include any invoices provided to Rivermine by Company hereunder.

### B. Cost Savings

Cost Savings shall include the following types of charges and/or inefficiencies, which are offered only to provide Company with a broad sense of what types of savings will be found during the course of the implementation of the audit:

Removal of lines/circuits from bills that do not belong to Client;

- Identification and recovery of past overcharges;
- Any credits recognized by the Vendors for overcharges;
- Any reduction in recurring charges;
- Cost reduction via conversion of flat and message rate local calling units to metered rates where applicable
- Identification and removal of "special assembly charge" (non tariff special billing arrangements);
- Identifying and subsequent recognition by Vendor or removal from Client bills for calls made from non-client locations;
- Any unauthorized change in Circuits;
- Removal of directory advertising charges and other ancillary services/charges;
- Circuits being billed that are not in the telecom data base;
- Calling pattern optimization, and identification usage related fraud and or abuse
- Any errors in Client's favor discovered when comparing carrier/vendor invoice to carrier/vendor contract;
- Verification that new circuits are billed at quoted prices per contracts;

- Removal of unnecessary and/or extraneous features;
- Removal of inside wiring maintenance;
- Identification of carrier/vendor/billing errors (includes mathematical and rounding errors);
- Verification of correct rates being billed per contracts, tariffs or USOC's;
- Identification of circuits which have been disconnected yet which are still appearing on carrier/vendor invoices;
- Removal of internet accounts;
- Identification of lines not in database found and audited for use (if it's a client line, then line would go into inventory);
- Verification that billing does not start before install date;
- Removal of late charges;
- Removal of third party charges (crams);
- Removal of installation charges (that should be waived via contract);
- Elimination of Corporate Toll Free numbers;

Any of the above described Cost Savings which are part of a monthly fee are considered recurring. Any charges that are not charged on a monthly basis, regardless of whether they are recovered over various months, are non-recurring.

**C. Roles and Responsibilities**

I. Rivermine and PacifiCorp will work together to:

- a. Kick-off the Project;
- b. Finalize a Project plan;
- c. Set team expectations; and
- d. Define and communicate roles and responsibilities.

II. Rivermine shall be responsible for the following:

- a. **Audit Services.** Rivermine shall use commercially reasonable efforts to audit all past telecommunications Vendor invoices billed to Client in an effort to realize Cost Savings on behalf of PacifiCorp.
- b. **Report Claims to PacifiCorp.** Rivermine will provide PacifiCorp a breakdown of each claim and necessary documentation supporting the claim so PacifiCorp can determine if he wants to handle the dispute process.
- c. **Submit Claims to Vendors.** Rivermine will send written Claims to Vendors upon PacifiCorp approval, (including all reasonable and necessary documentation supporting such Claim) to identify and recover any Cost Savings for PacifiCorp.
- d. **Report on Claim Status.** Rivermine will provide PacifiCorp with a Cost Savings Report beginning when the first Claim is filed with a Vendor. The Cost Savings Report will be updated with all new Claims and changes to the status of any Claim within 72 hours.
- e. **Project Levels and Conditions.** Rivermine will staff the Project at the levels and conditions set forth in the Agreement, Section 3.1.

III. PacifiCorp shall be responsible for the following:

- f. **Reasonable Assistance.** PacifiCorp shall reasonably assist Rivermine with its performance under this Addendum, including providing Rivermine with (i) a representative sampling of past Vendor Invoices; (ii) copies of all active and expired telecommunications, Vendor contracts and agreements (as well as all addendums and/or amendments); and (iii) copies of all requested current and future Vendor invoices in order for Rivermine to determine the Fees to which it is entitled, and all other information necessary for Rivermine to perform the Services described herein.
- a. **Identify Prior Cost Savings Measures.** Within ten (10) business days of execution of this SOW, PacifiCorp shall provide Rivermine with a detailed written listing of all Prior Cost Saving Measures enacted prior to the date of this Addendum. PacifiCorp understands and agrees that this information

is necessary to determine the Cost Savings Rivermine generates on behalf of PacifiCorp. In the event PacifiCorp does not provide Rivermine with its Prior Cost Savings Measures, then PacifiCorp agrees that any such Prior Cost Savings Measures shall not be used to offset any Cost Savings Rivermine generates or negotiates on PacifiCorp's behalf.

- b. **Authorize Vendor Contact.** PacifiCorp shall take all actions reasonably necessary to enable Rivermine to contact the Vendors necessary for Rivermine's performance under this SOW. PacifiCorp shall execute all Letters of Agency required by Rivermine to perform the Services described herein. PacifiCorp authorizes Rivermine to negotiate claims and disputes on behalf of PacifiCorp; provided, however, that Rivermine shall not be authorized to bind PacifiCorp to any agreement without PacifiCorp's prior written consent.
- c. **Scan all Invoices.** PacifiCorp is wholly responsible for scanning all invoices and shall provide full access to all scanned invoices to Rivermine. Rivermine shall not be responsible for scanning, copying or mailing any invoices.

#### IV. Project Schedule.

If agreed to by the Parties, a draft work plan will be provided within 1 week of the Project kick-off meeting. Rivermine and PacifiCorp will create a priority list based upon highest spend and most common errors. The plan is subject to modification during the Project with the agreement of both PacifiCorp and Rivermine. Notwithstanding the foregoing, the failure to produce a work plan does not waive any of the Parties' obligations hereunder.

#### D. Term

##### I. Term.

The term of this Addendum shall be for a period of one (1) year from the date hereof. Either party may, with or without cause, terminate this Addendum at any time upon thirty (30) days written notice.

##### II. Service Termination for Breach

Either Party may, at its option, terminate this SOW in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this SOW shall terminate in the event that such cure is not made within such thirty (30)-day period.

##### III Effect off SOW Termination

Upon termination, no matter the cause, of this SOW, PacifiCorp shall promptly pay to Rivermine all amounts due and remaining payable for Services provided under this SOW and Rivermine shall remit to PacifiCorp all monies collected on behalf of PacifiCorp as required under 10.4 of the Agreement, after which, the Parties shall have no further liability or responsibility.

#### E. Payment

- I. All payments set forth herein are payable within 30 days of receipt of an invoice that meets PacifiCorp's standard requirements and which is accompanied by appropriate documentation. Any services requested by PacifiCorp outside the scope of this SOW will be billed as negotiated pursuant to a separate SOW to be agreed and signed by both parties. For any Optimization Cost Savings, those Cost Savings will be due on the date that they are accepted by Pacific Corp and shall be payable over the twelve (12) month period that follows in the amount of the identified Cost Savings. Termination of this SOW or any other SOW shall not relieve Pacific Corp of its obligations to pay hereunder.
- II. On an annual basis, the parties agree to re-evaluate the scope of the services provided hereunder in this SOW to determine if priorities and/or objectives have changed. New objectives and/or requirements will be reviewed by Rivermine to determine the overall impact to the project scope as set forth herein above. If changes are required, Rivermine and PacifiCorp will either amend this SOW in writing reflecting the change in scope and pricing or terminate this SOW.

#### F. Guaranty

Rivermine shall identify and deliver \$60,000 in Cost Savings within six months of receiving all the documentation reasonably required to undertake a historical audit ("the Guaranty Term") as set forth hereinabove. In the event that Rivermine fails to deliver \$60,000 in Cost Savings within the "Guaranty Term", then Rivermine Agrees to credit the difference between the amount of Cost Savings delivered and \$60,000 to any unpaid implementation fees first and then

on any Monthly Recurring Fees owed under the Subscription Agreement.

**G. Pricing**

- I. All Services related to this Project shall be performed at no charge to PacifiCorp. Rivermine shall only be eligible to receive its contingency fees (30% of approved savings) once \$60,000 in Cost Savings has been achieved.. Thereafter, payments shall be made as follows:
- II. PacifiCorp shall pay to Rivermine thirty (30) percent of all PacifiCorp approved Cost Savings achieved during the Project Term.
- III. PacifiCorp shall pay to Rivermine thirty (30) percent of approved Cost Savings related to any PacifiCorp approved optimizing of the network for a period of twelve (12) months following the date that the approved Optimizations are first actually realized.
- IV. Payment of future cost savings shall be capped at thirty (30) percent of those approved Cost Savings identified for the period twelve (12) months following the date the approved Cost Savings are first actually realized.

Both Parties have caused an individual with the requisite authority to acknowledge this and each page of this Contract prior to execution.

Rivermine: Initial RF

PacifiCorp: Initial TEP



## FIRST AMENDMENT TO THE PACIFICORP SERVICE AGREEMENT

This First Amendment to the PacifiCorp Services Agreement dated February 19, 2009, (the "Agreement") is entered into by and between **PACIFICORP** ("PacifiCorp") and **Rivermine, Inc.** ("Rivermine") and shall be effective on February 19, 2009 ("Amendment Effective Date").

The Parties agree as follows:

On or about the 5<sup>th</sup> day of August, 2008 the Parties executed the Agreement and are now proposing to amend and restate Exhibit A only as follows:

Exhibit A Services and Fee Schedule:

### **II Fees and scope:**

1. Per **Change Order Request #1** – Implement Wireless Store Portal instead of CELLector. Add and test support eligibility pricing and proxy ordering within wireless store portal.  
Additional one-time fee - \$4,000.00
2. Per **Change Order Request #2** – Create new circuit / service type templates, configure existing circuit / service type templates per requirements and create custom audit rule configurations.  
Additional one-time fee - \$7,200.00
3. Per **Change Order Request #3** – Install and test AT&T Billing Edge OneNet Invoice Reader, Configure Century Tel EDI Invoice Reader and Configure Embarq EDI Invoice Reader. Additional one-time fee - \$6,760.00

Monthly Recurring Fee of \$360 starting the first month of full go-live production of these new invoice readers and continuing for the remainder of the Term to cover Services contemplated in the Change Request Order # 3 attached hereto.

Professionals Services and Managed shall be provided and paid as set forth in the Change Request Order.

Each Change Order Request is attached hereto.


All other terms of the Agreement except as specifically set forth herein above shall remain in full force and effect

Agreed and accepted:

PACIFICORP

Rivermine Software, Inc

By:  \_\_\_\_\_

 \_\_\_\_\_

Print Name: Terry Payne

Stephen J. Sincavage

Title: Mng Dirctr, Enterprise Sys

CEO

Date: 2-19-2009

2/26/09



## Change Order Request #1

PacifiCorp has requested that Rivermine implement the Wireless Store Portal instead of CELLector as originally defined in the Rivermine Professional Services Statement of Work (SOW) effectively signed on 08/05/2008. The Wireless Store Portal will be implemented with standard functionality except for two additional features requested specifically by PacifiCorp: (1) Support Eligibility Pricing and, (2) Proxy Ordering.

The new requirements are defined in the table below:

#	Requirements	Scope	Est. Hr.	Est. \$
1	Build in Support Eligibility Pricing & Proxy Ordering within Wireless Store Portal	<ul style="list-style-type: none"><li>• Rivermine Engineering to add the Support Eligibility pricing functionality to the Wireless Store Portal</li><li>• Rivermine Engineering to add the proxy ordering functionality to the Wireless Store Portal</li><li>• Rivermine Quality Assurance to test that the new functionality works as designed</li></ul>	48	\$4,000

### Project Impact Assessment

All Services related to this Change Request shall be performed on a fixed cost basis for a total of US \$4,000. This estimate is based on the information that Rivermine acquired during meetings and discussions with Customer and Rivermine's experience in delivering similar requests.

Developing this new report will increase the budget by \$4,000 and budgeted hours will increase by 48 hours. \$4,000 will be added on to the original cost estimate stated in the SOW.

	FROM	TO
Revised Budgeted Hours*	434	482
Revised Cost Estimate:	\$92,200	\$96,200

\* Excludes training which is billed at a daily rate

New objectives, and/or requirements and/or new discoveries identified during this engagement will be reviewed by Rivermine to determine the impact to the project scope. If changes are required, they will be filtered through to Customer for approval using the Change Control Process.




**Change Request Sign-Off**

The Parties agree to the above terms and have executed this Change Control as of the date(s) set forth below.

**PACIFICORP**

**RIVERMINE**

By (Signature): 

By (Signature): 

Name (Printed): Terry Payne

Name (Printed): Stephen J. Sincavage

Title: Mng. Dirct. Enterprise Sys.

Title: CFO


Date: 2-19-2009

Date: 2/26/09


## Change Order Request #2

PacifiCorp has requested that Rivermine configure the base circuit/service templates to reflect new customer specific requirement. This request is new is currently above and beyond the original scope defined in the Rivermine Professional Services Statement of Work (SOW) effectively signed on 08/05/2008. The new configuration requirements are broadly identified in three categories: (1) Create new circuit/service type templates, (2) Configure existing circuit/service type templates per customer specific requirements, and (3) Create new custom audit rules.

The new requirements are defined in the table below:

#	Requirements	Scope	Est. Hr.	Est. \$
1	Create new circuit/service type templates	<ul style="list-style-type: none"> <li>• Rivermine will configure new circuit/service type templates per the requirements defined in the attached spreadsheet. The following points reflect which new circuit/service types being configured:                             <ul style="list-style-type: none"> <li>○ Analog Trunk</li> <li>○ Remote Call Forward</li> <li>○ VG36 MULTI-POINT (more than 2 locations)</li> <li>○ Internet Circuit Unreg</li> <li>○ Geomax Ethernet</li> <li>○ Voice Grade Circuit</li> </ul> </li> </ul> <div style="text-align: center; margin-top: 10px;">                       Order and Inventory Templat                 </div>	12	\$2,160
2	Configure existing circuit/service type templates per customer specific requirements	<ul style="list-style-type: none"> <li>• Rivermine will add new fields to the out of box circuit/service types.                             <ul style="list-style-type: none"> <li>○ On the T1 template for Qwest, default LPC to QC. Add a checkbox for QCC</li> <li>○ New fields to be added to the following Service types (New fields outlined in the attached spreadsheet):                                     <ul style="list-style-type: none"> <li>○ DDS</li> <li>○ Internet</li> <li>○ Frame Relay</li> <li>○ POTS / Voice Circuit</li> <li>○ OCx: Channelized</li> <li>○ OCx: Point-to-Point</li> <li>○ T1: Channelized</li> <li>○ T1: Point-to-Point</li> <li>○ T3: Channelized</li> <li>○ T3: Point-to-Point</li> <li>○ Toll Free</li> <li>○ Long Distance</li> <li>○ Calling Card</li> <li>○ MPLS</li> <li>○ ISDN BRI</li> <li>○ ISDN PRI</li> </ul> </li> </ul> </li> </ul>	16	\$2,880



#	Requirements	Scope	Est. Hr.	Est. \$
		 Order and Inventory Template		
3	Create custom audit rule configurations	<ul style="list-style-type: none"> <li>Rivermine will create a custom audit rule (exception) if there are adjustments on an invoice</li> <li>Rivermine will create a custom audit rule (exception) if there are late charges on the summary level of an invoice (LPC's). PacifiCorp needs to code these charges to a specific cost center</li> </ul>	12	\$2,160

**Project Impact Assessment**

All Services related to this Change Request shall be performed on a time and materials basis for an estimated total of US \$7,200. Services are estimated and billed on an hourly basis (\$180/hr). This estimate is based on the information that Rivermine acquired during meetings and discussions with Customer and Rivermine's experience in delivering similar requests.

These new configurations will increase the budget by \$7,200 and budgeted hours will increase by 40 hours.

	FROM	TO
Revised Budgeted Hours*	482	522
Revised Cost Estimate:	\$96,200	\$103,400

\* Excludes training which is billed at a daily rate

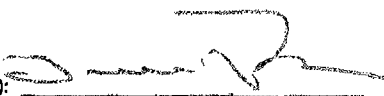
New objectives, and/or requirements and/or new discoveries identified during this engagement will be reviewed by Rivermine to determine the impact to the project scope. If changes are required, they will be filtered through to Customer for approval using the Change Control Process.

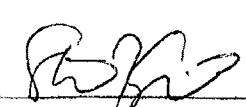
**Change Request Sign-Off**

The Parties agree to the above terms and have executed this Change Control as of the date(s) set forth below.

**PACIFICORP**

**RIVERMINE**

By (Signature):   
 Name (Printed): Terry Payne  
 Title: Mng Dir. IT  
 Date: Jan 15, 2009

By (Signature):   
 Name (Printed): Stephen J. Sincavage  
 Title: CFO  
 Date: 1/16/09

www.rivermine.com

3975 FAIR RIDGE DRIVE  
 SUITE 350 SOUTH  
 FAIRFAX, VIRGINIA 22033  
 PH 703.995.6000  
 FX 703.995.6050



## Change Order Request #3

PacifiCorp has requested that Rivermine configure three additional invoice readers above and beyond the invoice readers listed in the Rivermine Professional Services Statement of Work (SOW) effectively signed on 08/05/2008. Rivermine will install and test the first supported reader at no charge while the remaining two invoice readers will be provided on a time and material basis. The three invoice readers identified are: (1) AT&T Billing Edge OneNet, (2) CenturyTel EDI and (3) Embarq EDI

The new requirements are defined in the table below:

#	Requirements	Scope	Est. Hr.	Est. \$
1	Configure AT&T Billing Edge OneNet Invoice Reader	<ul style="list-style-type: none"> <li>Rivermine will configure AT&amp;T Billing Edge OneNet Invoice Reader</li> <li>Rivermine will test AT&amp;T Billing Edge OneNet Invoice Reader</li> <li>Monthly Load invoices from AT&amp;T OneNet CD</li> </ul>	16	Included in the implementation fee
2	Configure Century Tel EDI Invoice Reader	<ul style="list-style-type: none"> <li>Rivermine will configure Century Tel EDI Invoice Reader</li> <li>One time EDI setup fee of \$500</li> <li>Rivermine will test Century Tel EDI Invoice Reader</li> </ul>	16	\$3,380*
3	Configure Embarq EDI Invoice Reader	<ul style="list-style-type: none"> <li>Rivermine will configure Embarq EDI Invoice Reader</li> <li>One time EDI setup fee of \$500</li> <li>Rivermine will test Embarq EDI Invoice Reader</li> </ul>	16	\$3,380*

\*This includes the \$500 one time EDI Setup fee

### Project Impact Assessment

All Services related to this Change Request shall be performed on a time and materials basis for an estimated total of US \$6,760. Services are estimated and billed on an hourly basis (\$180/hr). This estimate is based on the information that Rivermine acquired during meetings and discussions with Customer and Rivermine's experience in delivering similar requests.

These new configurations will increase the budget by \$6,760 and budgeted hours will increase by 32 hours.

	FROM	TO
<b>Revised Budgeted Hours*</b>	522	554
<b>Revised Cost Estimate:</b>	\$103,400	\$110,160

\* Excludes training which is billed at a daily rate

New objectives, and/or requirements and/or new discoveries identified during this engagement will be reviewed by Rivermine to determine the impact to the project scope. If changes are required, they will be filtered through to Customer for approval using the Change Control Process.



**Change Request Sign-Off**

The Parties agree to the above terms and have executed this Change Control as of the date(s) set forth below.

**PACIFICORP**

**RIVERMINE**

By (Signature): 

By (Signature): 

Name (Printed): Terry Payne

Name (Printed): Stephen J. Sincere

Title: Mng Direct. Enterprise Sys.

Title: CFO

Date: 2-19-2009

Date: 2/26/09