

ENVERUS Trading & Risk

Agreement. Drilling Info, Inc. ("DI") and City of Riverside ("the Customer") agree that Customer's use of the Products described below shall be governed by this Order Form, and the Terms & Conditions in the attached Appendix A, and includes **WARRANTY DISCLAIMERS, INDEMNIFICATION FOR NEGLIGENCE, AUTOMATIC RENEWAL, LIMITATION OF LIABILITY, AND WAIVER OF JURY TRIAL** (collectively the "Agreement"). Customer: (a) has read and understands the entire Agreement; (b) is authorized and intends to form a legally binding contract with DI; (c) is not a competitor of and will not compete with DI; (d) agrees that the Agreement, whether printed or electronic, constitutes a "writing" under any applicable law; and (e) will cause all Authorized Users to abide by the terms of the Agreement.

CONTACT INFORMATION

BILLING COMPANY NAME	BILLING ADDRESS	BILLING CONTACT NAME	BILLING EMAIL ADDRESS
City of Riverside	3435 14th Street Riverside California 92501 United States	Jennine Hinkle	jhinkle@riversideca.gov

SALESPERSON	EMAIL	PHONE	EXT
Kyle Morris	kyle.morris@drillinginfo.com		x

TERMS OF CONTRACT

BILLING FREQUENCY	PAYMENT TERMS
Annual	Net 30

PRODUCTS

QTY	PRODUCT NAME	START DATE	END DATE	UNIT PRICE	EXTENDED
1.00	e-Load Forecast Customer Medium	7/1/2020	6/30/2021	USD 22,473.12	USD 22,473.12
1.00	e-Load Forecast Customer Medium	7/1/2021	6/30/2022	USD 22,473.12	USD 22,473.12
1.00	e-Load Forecast Customer Medium	7/1/2022	6/30/2023	USD 22,473.12	USD 22,473.12
1.00	e-Load Forecast Customer Medium	7/1/2020	6/30/2021	USD 14,606.88	USD 14,606.88
1.00	e-Load Forecast Customer Medium	7/1/2021	6/30/2022	USD 14,606.88	USD 14,606.88
1.00	e-Load Forecast Customer Medium	7/1/2022	6/30/2023	USD 14,606.88	USD 14,606.88
TOTAL:					USD 111,240.00

NOTES/COMMENTS

In the event that the City of Riverside makes the decision to add an LMP Forecast, the charge would be \$500/month per node.

For the avoidance of doubt:

- e-Load Forecasting for the unit price of \$22,473.12 is for 5 minute forecasting
- e-Load Forecasting for the unit price of \$14,606.88 is for hourly forecasting

AUTHORIZED SIGNATURES

City of Riverside

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Drilling Info, Inc.

Signature:  _____

Name (Print): _____

Shawn M. Shillington

Title: _____

General Counsel

Date: _____

02/12/2020

City of Riverside

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Customer Billing and Notice Information

Address: 3435 14th Street, California, United States,
92501

Name: _____

Phone: _____

Email: jhinkle@riversideca.gov

Enverus Notice Information

Address: 2901 Via Fortuna Building 6, Suite 200, Austin,
TX, 78746

Name: _____

Shawn M. Shillington

Phone: _____

(512)-519-3780

Email: _____

shawn.shillington@enverus.com

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer/ City Treasurer

APPROVED AS TO FORM:

BY: 
ASSISTANT CITY ATTORNEY

ENVERUS Trading & Risk

APPENDIX A

This Appendix A includes the following:

- Amendment No. 1 to Pattern Recognition Technologies, Inc. Standard Terms and Conditions for Online Load Forecasting Services Between City of Riverside and Pattern Recognition Technologies, Inc.: Pages: 2-4 of 10
- Pattern Recognition Technologies, Inc. Standard Terms and Conditions for Online Load Forecasting Services: Pages 5-10 of 10



AMENDMENT NO. 1 TO

Pattern Recognition Technologies, Inc. Standard Terms and Conditions for Online Load Forecasting Service Between CITY OF RIVERSIDE

And

PATTERN RECOGNITION TECHNOLOGIES, INC.

This Amendment No. 1 amends the Pattern Recognition Technologies, Inc. Standard Terms and Conditions for Online Load Forecasting Service ("Agreement") dated October 29, 2002 between City of Riverside ("Customer") and Pattern Recognition Technologies, Inc. ("Company").

WHEREAS, Customer and Company wish to amend and supplement the Agreement as set forth in this Amendment No. 1.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements set forth herein and other good and valuable consideration for which the receipt and sufficiency is hereby acknowledged, Customer and Company hereby agree as follows:

1. Section 1, **OnLine Service.**, is deleted entirely and replaced by the following:
 - a. The Company will provide the following forecasts:
 - Short-Term Hourly Load forecasts for Customer's one load region.
 - Short-Term Five Minute Load Forecasts for Customer's one load region
 - Short-Term Hourly Temperature forecasts for one site (Riverside, CA)
 - b. Short-Term Forecasts are provided for the current day and six days (144 hours) beyond midnight of the current day.
 - c. The actual observed temperature data of the current and previous day are provided
 - d. The actual observed load data of the current and previous day are provided if they are made available to the Company by Customer
 - e. The Company will post the load and temperature forecasts on a designated password protected World Wide Web page for access by Customer 24 hours a day, 7 days a week.
 - f. The Customer will have the ability to interact with the hourly load forecasts through a Company provided Excel interface. The following features are provided via this interface:
 - View and chart load and temperature forecasts
 - Edit temperature forecasts and generate corresponding load forecasts
 - View load and temperature data of the three most similar days from history
 - Reshape load forecasts

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- Compare load and temperature forecasts to actual data of a user selectable day from history
 - View performance record of load and temperature forecasts
 - View historical load and temperature data
 - g. Customer will provide historical hourly and five minute loads for initial model training.
 - h. Customer will provide actual hourly and five minute loads on an ongoing basis.
2. Section 4.a., OnLine Service Charges., is deleted entirely and replaced by the following:
- a. OnLine Service Charges. Service Charges entitling Customer to unlimited access and use of the OnLine Service are in the amount of Three Thousand Dollars (\$3,000) per month.
3. Section 15, **Notices**, is deleted entirely and replaced by the following:
- 15. Notification.** Notices provided under the terms of this Agreement shall be in writing and transmitted by first class U.S. mail or overnight delivery or fax or electronic mail to a Party's designated representative at the address set forth below.

Notices to the Company shall be addressed to:

PRT, Inc.
14185 Dallas Pkwy
Dallas, TX 75254
ATTN: President

Notices to the Customer shall be addressed to:

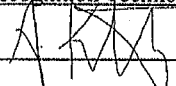
~~(Address)~~
ATTN: Daniel E. Garcia, 3435 14th Street, Riverside, CA 92501

Either Party may change its designated representative at any time by providing written notice of such change to the other Party.

4. The revisions included in this Amendment No. 1 are effective as of ~~(Effective Date)~~ 10/01/14
5. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Agreed and accepted (Company):

Pattern Recognition Technologies, Inc.

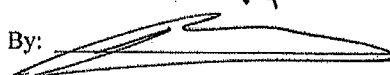
By: 

Name: Al Khotanzad, Ph.D., P.E.

Title: President

Agreed and accepted (Customer):

City of Riverside

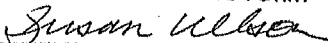
By: 

Name: GIRISH BALACHANDRAN

Title: GENERAL MANAGER

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APPROVED AS TO FORM


DEPUTY CITY ATTORNEY

Attest: 
City Clerk

Date signed: 8/26/14

Date signed: _____

By: Sogand Shodja

Name: Sogand Shodja

Title: VP, Business Development

Date signed: 8/26/14

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**Pattern Recognition Technologies, Inc. Standard Terms and Conditions
for Online Load Forecasting Service**

Pattern Recognition Technologies, Inc., Standard Terms and Conditions for Online Load Forecasting Service ("Agreement") is entered between Pattern Recognition Technologies, Inc. ("Company") and the entity listed in the signature block below ("Customer") for the purchase and provisioning of Company's Online Load Forecasting Service (hereinafter referred to as "OnLine Service"). The Customer agrees to pay a monthly fee to the Company for the OnLine Service. The effective date of this Agreement shall be the date on which the City executes this Agreement.

1. **OnLine Service.** The main features of the OnLine Service are as follows:
 - a. The Company will provide the following hourly forecasts:
 - Load forecast for the Customer load
 - Temperature forecast used to produce the load forecast
 - b. Forecasts are provided for the current day and six days (144 hours) beyond midnight of the current day.
 - c. The actual observed temperature data of the current and previous day are provided
 - d. The actual observed load data of the current and previous day are provided if they are made available to the Company by Customer
 - e. The Company will post the hourly load and temperature forecasts on a designated password protected World Wide Web page for access by Customer 24 hours a day, 7 days a week.
2. **Access to OnLine Service.** The Customer's access to the OnLine Service will be via any standard World Wide Web browser software. The Company will assign a unique username and password to Customer for gaining access to the Online Service. It is the Customer's responsibility to safeguard and protect its assigned username and password from disclosure or use by others. Upon request by the Customer, the Company will assign a replacement username or password to assist Customer in controlling access. The Customer will promptly notify the Company if it has reason to believe its account is being improperly accessed or used by others.
3. **Use of OnLine Service.**
 - a. Authorized Users. Under the non-exclusive, transferable (subject to Section 11, Assignment, and Section 12, Transfer Rights), limited license to access the Online Service received by the Customer under this Agreement, all authorized employees of the Customer may make Permitted Use of the OnLine Service (pursuant to the definition and conditions of Subsection 3.b, Permitted Uses).

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- b. Permitted Uses. Permitted Use means to access the OnLine Service and to display information derived from the OnLine Service on a computer or terminal screen, to download and store such information in memory in machine-readable form indefinitely, and to print copies of such information. The information obtained from the OnLine Service may be used for any legitimate purpose which does not compete in the open market with the OnLine Service.
- c. Prohibited Uses. Except as authorized under Subsection 3.b, Permitted Uses, the Customer may not display, copy, download, store, reproduce, transmit, distribute, resell or otherwise commercially exploit any part of the OnLine Service, including any data or information derived from the OnLine Service, in any format or through any technology or media now existing or hereafter developed but excluding any third party data or information essentially available to the Customer in the same or similar format from another generally accessible source. The Customer is specifically prohibited from disclosing to third parties any part of the OnLine Service, data or information that may be considered proprietary to the Company. The Customer is prohibited from disseminating any part of the OnLine Service, data or information in a manner that potentially would usurp the market for the OnLine Service.

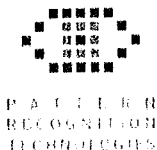
4. Price & Payment.

- a. OnLine Service Charges. The monthly fees entitling the Customer to unlimited access and use of the OnLine Service are as specified in the in sales order executed by Customer and accepted by Company that are incorporated by reference herein ("Sales Orders"). The total annual OnLine Service Charges shall not exceed \$18,000 for the first year and \$12,000 for subsequent years.
- b. Payment & Late Charges. Service Charges shall be invoiced every three months ("Billing Period") at the beginning of each upcoming Billing Period, to be paid by the Customer within thirty (30) days from receipt. If Customer fails to pay the Service Charges within forty-five (45) days, then this Agreement may, at Company's option, be suspended or terminated.
- c. Changes to Service Charges. The Company may change the Service Charges, at its sole discretion, upon providing sixty (60) days' notice to Customer in advance of the next term renewal as provided in Section 10a. Customer's continued use of the OnLine Service after the effective date of any price change will constitute Customer's acceptance of this change. If the Customer does not wish to accept the proposed price change, the Customer may exercise its termination rights under Section 10, Term & Termination.

5. Certain Proprietary Rights.

- a. Copyrights. The Company warrants and represents that all right, title and interest (including all copyrights and other intellectual property rights) in the OnLine Service belong exclusively to the Company. Except for Customer's use, as defined in this

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- Agreement, of the information furnished by the OnLine Service (section 1), Customer agrees that this Agreement confers no rights on Customer to the copyrights and other intellectual property of Company in the OnLine Service.
- b. **Certain Trade Secrets.** The OnLine Service is provided to the Customer in machine-readable form. The Customer agrees not to disassemble, decompile, or reverse engineer any of the OnLine Service features. The Customer will at all times use due diligence to safeguard and protect all such confidential and proprietary information.
 - c. **Identifying Marks.** The Customer will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the OnLine Service and appearing on any printed or downloaded data, information or other content and obtained exclusively from the OnLine Service remain intact and clearly legible.
6. **Force Majeure.** The Company is excused from any failure, default, or delay in performance of responsibilities under this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, extended power outages, governmental action, computer viruses, and failure of any information services shown to be a critical component of the Online Service and provided by third parties to the Company. Nothing herein enlarges any warranty or diminishes any disclaimer provided in Section 7, Warranties.
7. **Warranties.** The following provisions are subject to Section 8, Limitation of Remedies & Liabilities.
- a. **Third Party Information.** Some features of the OnLine Service rely on data and information provided by third parties such as weather service providers. The Company has no control over the quality and timeliness of the needed third party information. As such, the Company is not responsible for any nonperformance of the OnLine Service due to problems related to the required third party information.
 - b. **Disclaimer.** Except as provided in this Section, the Customer agrees that the OnLine Service is provided strictly on an "as is" and "as available" basis without any express or implied warranty, guarantee or other assurance of quality, accuracy, timeliness, completeness, conformity with specifications, reliability or functionality. The Customer accepts all risk concerning suitability, use, performance or nonperformance of the OnLine Service. **THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**
8. **Limitation of Remedies & Liabilities.** The following provisions are a material condition of this Agreement and reflect a fair allocation of risk:
- a. **Remedies.** The Customer agrees that if the Company violates any warranty or other provision of this Agreement, and the Company determines that repair or other corrective action is not economically or technically feasible, the Company's total liability shall not exceed the amounts paid for OnLine Service by the Customer during the previous three

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(3) months. Company agrees that Customer has the right to terminate the OnLine Service upon 15 days notice in the event that the load forecasting results supplied by Company is no longer representative of the Customers actual load in the sense that the errors are significantly higher than the industry accepted norms for at least 10 consecutive days prior to serving notice.

- b. Liabilities. EXCEPT AS OTHERWISE SPECIFIED IN SECTION 7 OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEYS FEES EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) INCURRED BY THE CUSTOMER, THE CUSTOMER'S CUSTOMERS OR ANY THIRD PARTY.

9. **Indemnity.** The Customer releases and discharges and shall indemnify and hold harmless the Company and its representatives from and against any and all claims actions, liabilities, damages, losses, costs and expenses including attorney's fees, costs and expenses made by persons other than the Customer for any matter arising out of or relating to the Customer's use of the OnLine Service provided under this Agreement.

10. Term & Termination.

- a. Term. The term of this Agreement shall commence on the effective date of the Agreement and continue for a period of twelve (12) months. The Agreement will then be automatically renewed thereafter for recurring twelve-month terms at the fees then in effect unless written termination notice is received from Customer at least thirty (30) days prior to the expiration of the existing twelve-month term. Notwithstanding the foregoing, either Party may suspend or terminate this Agreement at any time upon notice if the other Party breaches any material provision.
- b. Effect of Termination. Termination of this Agreement will terminate Customer's right to access or use the OnLine Service. Termination will have no effect on payment of amounts due under Section 4, Price & Payment, proprietary rights and obligations under Section 5, Certain Proprietary Rights, indemnifications or disclaimers under Section 7, Warranties, limitations under Section 8, Limitation of Remedies & Liabilities, and indemnifications under Section 9, Indemnity.

11. **Assignment.** Any successor, representative or assignee which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer shall be entitled to Customer's rights to use the OnLine Service and shall be subject to the obligations of its predecessor in interest under this Agreement. Customer may assign the rights and obligations of this Agreement to an affiliate (any entity that directly or indirectly, through one

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or more intermediaries, controls, is controlled by, or is under common control with Customer), or to a successor company that is owned, directly or indirectly, by a company that is in the direct chain of corporate ownership of Customer without the consent of Company provided that Customer gives Company thirty (30) days written notice prior to the assignment. Any attempted assignment of this Agreement in violation of this Section 11, shall be wholly void and without force or effect. There shall be no assignment or other transfer ("Assignment") of the rights and/or obligations of Company under this Agreement unless Customer has given its prior written approval to the Assignment. It shall not be unreasonable for Customer to withhold its approval of an Assignment that fails to meet all of the following requirements: (i) the Assignment is to a validly organized and existing business entity which is a corporate affiliate or subsidiary of Company, of which Company is a general partner, or of which Company is the majority shareholder (meaning owning at least 51% of the outstanding stock entitled to voting rights in the business entity); (ii) the Assignment is to an entity that expressly assumes the obligations of Company under this Agreement in a writing satisfactory to Customer; (iii) Company remains fully responsible for the performance and liable for the obligations of the Company under this Agreement; and (iv) the assignee is financially capable of performing the duties and discharging the obligations it is assuming. Company shall promptly notify Customer in writing of any and all changes whatsoever in the identity of the persons in control of Company and the degree thereof.

12. Transfer Rights. In addition to the right to assign (Section 11), Customer shall have the right to transfer the rights of an affiliate or division of Customer to use the OnLine Service, if any, to any legal entity which acquires all or substantially all of such affiliate's or division's operating assets, at no additional licensing fees, provided Customer provides Company with written notice of such transfer.

13. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE. ANY ACTION OR OTHER PROCEEDING BY THE CUSTOMER SHALL BE INITIATED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE, OR BE BARRED.

14. Miscellaneous. This Agreement and its Sales Order between the Parties is the sole and entire agreement between the Parties relating to the subject matter hereof and supersedes all prior arrangements, agreements and representations, oral or written. This Agreement may be amended only in writing signed by both Parties. This document and Customer's signature in electronic form, or a hardcopy duplicate in good form, shall be considered an original document with authenticated signature admissible into evidence unless the document's authenticity is genuinely placed in question. Any provision hereof found by a tribunal or court of competent jurisdiction to be illegal or unenforceable shall be automatically

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conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Section, subsection, or paragraph headings are for reference purposes only and shall in no way be construed as interpretations of the text.

- 15. Notices:** Any required notices hereunder shall be given in writing by certified mail or overnight express delivery service (such as Federal Express) at the address of each party below, or to such other address as either party may from time to time substitute by written notice. Notice shall be deemed served when delivered to or, if delivery is not accomplished by reason or some fault of the addressee, when tendered.

If to Company:

Pattern Recognition Technologies, Inc.
17950 Preston Road, Suite 916
Dallas, Texas 75252
214-692-5252

IN WITNESS WHEREOF, Company and Customer have executed this Agreement on the dates set forth below to be effective as of

Agreed and accepted (Company):

Pattern Recognition Technologies, Inc.

By: A. Khotanzad
Signature

Name: Al Khotanzad, Ph.D., P.E.

Title: President

Date signed: 10/16/02

By: Sogand Shoja
Signature

Name: Sogand Shoja

Title: Business Development Manager

Date signed: 10-16-02

Agreed and accepted (Customer):

City of Riverside

By: George A. Carvalho
City Manager Signature

Name: George A. Carvalho

Attest: Cristina Nicol
City Clerk

Date: October 29, 2002

Approved as to form:

By: Susan Wilson
Deputy City Attorney

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