



Meter Intelligence Service Agreement

Memphis Light, Gas and Water Division (MLGW) offers an interactive meter data analysis service for interval-metered customers to perform load profiling. The service, Meter Intelligence, provides online access to electric and natural gas data from customer's interval meters, including the ability to view data in tabular and graph forms, from 30-minute (electric) and hourly (gas) intervals to daily, weekly, monthly and annual views. Users can print graphs and download data for further analysis. The service also includes Alert Notification to generate email alerts based on customer-specified parameters for each meter.

MLGW hereby enters into a Service Agreement to provide Meter Intelligence ("Service"), to:

Company Name: _____

Physical Address: _____

Account Number to be Billed: _____

METER IDENTIFICATION

The Service will provide customer with Internet access to load data from the following, customer-selected interval meters serving the Company's facilities:

Meter ID (to be completed by MLGW Account Manager)	Interval Meter ID (to be completed by MLGW Meter Area)	Meter Type (to be completed by MLGW Account Manager)	Description of Meter Location example: "Bldg 2 loading dock" (to be completed by Customer)	Meter Alias example: "Cold Storage" (to be completed by Customer)
		Electric Gas		
		Electric Gas		
		Electric Gas		
		Electric Gas		
		Electric Gas		

TERMS AND CONDITIONS

This Service Agreement will be in effect for one-year (12 billing cycles) from the start of service. After the first year, the agreement is automatically renewed for subsequent one-year periods, unless customer submits written request for termination 60 days in advance of billing date. The customer will be charged a one-time set-up fee of **\$75.00** per meter. In addition, customer is charged a monthly fee of **\$25.00** per meter, billed to the above listed MLGW account, for the Service. This fee is firm through 2017, but is subject to a moderate increase thereafter pending MLGW/vendor contract negotiations.

MLGW agrees to:

1. Interrogate each of Company's enrolled meters on a daily basis.
2. Make the previous day's interval data available through the Service no later than 10:00a.m. (electric) and Noon (natural gas) Central Standard Time each MLGW business day, barring failure of Customer's telephone line for data transmission.
3. Provide Company secure access to interval data via the Meter Intelligence application available through www.mlgw.com (Meter Intelligence uses proven industry technology for Internet security, including Secure Socket Layer (SSL) 128-bit encryption, plus assigned User ID and password to provide access to individual meter data. Despite these procedures, MLGW cannot ensure that data is absolutely protected from access by unauthorized parties.)

4. Retain up to 24 months of interval meter data per enrolled meter. If historic interval data for the meter is available, it will be imported.
5. Provide up to two training sessions, lasting up to two hours, for Company's Users.
6. Review Company's interval data on a weekly basis for first four weeks and email Primary Contact with weekly findings, to assist Company in interpreting load profiles and identifying Alert Notification parameters.

Company agrees to:

1. Provide and maintain a working voice-quality analog telephone line, with standard RJ-11 jack, to the identified meter(s) for automated interrogation. (The phone line need not be dedicated, but cannot be shared with a PBX or fax machine.)
2. Notify MLGW immediately of any changes in telephone lines serving enrolled interval meters.
3. Install appropriate, free Java applets on any computer that will access Service.
4. Designate a Primary Contact for all Meter Intelligence communications regarding this location. (The Primary Contact should have physical access to the meters, knowledge of the telephone connections and be the primary user for Meter Intelligence.)

Primary Contact Name: _____

Primary Contact Phone: _____

Primary Contact Email: _____

5. Request separate User ID for each authorized employee utilizing Service and notify MLGW to delete such access as necessary. (There is no additional cost for multiple users. Attach separate list of additional Users, if desired.)

User's Name	User's Email

AGREED TO BY:

MEMPHIS LIGHT, GAS AND WATER

(Company name)

(Signature of MLGW Account Manager)

(Signature)

(Date)

(Date)

(Name of MLGW Account Manager)

(Name)

(Title of MLGW Account Manager)

(Title)