

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

January 8, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 1:15 p.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Ms. Velma Prouty	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Mr. Steve Rodriguez	T-Mobile USA
Ms. Shawna Dubois	NextG Networks
Ms. Lynn Prescott	Verizon Wireless
Ms. Sue Thomas	Sprint PCS
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He stated that ad hoc must arrive at definitions for section 1.18 – “Training Package”, and section 1.19 – “Scoping Document”.

Mr. Autrey stated that the specifications should be defined and identified.

Ms. Corella stated that Mr. Mike Zornes has a concern with Section 5.4. She added that the ad hoc had noted concerns with this section as well. She further stated that she sent an email to the attorney who developed the contract, in regards to section 5.4. She is waiting for a response.

Mr. Autrey stated that the committee, and not the attorney should create the schedules, since time is at the discretion of the committee. He added that the developer should provide input.

The members discussed the original specifications. Ms. Pranata stated that she would locate the original contracts and any other information for the members to review as a refresher. She will have Ms. Corella send the information to the ad hoc members.

The contract is based on an outline, which has been approved by Mr. Atalla.

Ms. Pranata stated that she sent Mr. Atalla a list of issues discovered during a testing phase of iPAM. He responded that the issues would be addressed during the iPAM phase II completion process. This would allow the members to test and ensure that the bugs have been corrected.

Mr. Chow stated that he would like to question Mr. Atalla on his thoughts on how well iPAM is able to perform as specified by the committee (transact preliminary JPAs electronically), and at what point in the process is the application. He would also like to inquire from Mr. Atalla what are his expectations as to how iPAM should perform. The ad hoc members should state their expectations of how iPAM should perform, and Mr. Chow stated he would like to compare the two lists of expectations.

Mr. Chow would also like clarification of the specifications from Mr. Atalla as they pertain to the Phase I completion.

In reference to the bug list, Mr. Chow would like Mr. Atalla to identify which qualify as fixes, and which bugs would qualify as enhancements.

Ms. Pranata would be sending these concerns to Mr. Atalla and have his responses for the members by the next meeting.

Mr. Chow stated that he would like to invite Mr. Atalla to the next meeting on February 12, 2008. He added that he would like the ad hoc members to create a list of questions and concerns to ask Mr. Atalla when he visits. He would like the questions submitted to him no later than February 6, 2008. Mr. Chow stated that he personally, would like Mr. Atalla to expand on the functions stated on his original quote for the iPAM phase I completion.

There were no miscellaneous items.

Action Items:

- Sent questionnaire to Mr. Atalla
- Members review status of current contract versus original iPOLE contract
- Ms. Pranata to send members contracts and related data
- Compile and submit list of questions for Mr. Atalla to Mr. Chow by 2/06/08
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The meeting adjourned at 2:00 pm, until February 12, 2008.

Jennie Corella - Manager of Operations

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February 12, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 9:05 p.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Mr. Robert Allen	City of Los Angeles (teleconference)
Mr. Justin Cashmer	Verizon California (teleconference)
Ms. Velma Prouty	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Mr. Steve Rodriguez	T-Mobile USA
Ms. Shawna Dubois	NextG Networks
Ms. Lynn Prescott	Verizon Wireless
Mr. Viset Ong	City of Riverside (teleconference)
Ms. Lupe Hernandez	AT&T Wireless
Ms. Shawn Henderson	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by allowing for introductions. He then addressed **Item 1435: iPAM Contract Phase I Completion**. He stated that he had the opportunity to review the two previous Hyperlink contracts. He reported that contract one, the iPOLE contract was replaced by contract two, the iPAM contract, which the current contract is to bring contract two to completion. Contract two contains the original specifications for iPAM. He added that contract two has been paid. He stated that the current completion contract would require related specifications.

It was ascertained that there are some bugs/issues that must be addressed in the completion contract, that were discovered during a testing phase several years ago.

For the sake of those members that do not know the history of iPAM, Mr. Chow stated that the testing was abruptly stopped when the Clipper application (the software previously used by the JPC staff)

suddenly crashed. Mr. Atalla (Hyperlink) created FRIEND in order that the JPC staff could continue processing their daily work. FRIEND sits on a different platform than Clipper. IPAM was originally created to interface with Clipper, however; now must be modified to interface with FRIEND. This issue is included in the current completion contract.

Ms. Corella reported that Mr. Overing, the IT legal counsel, has reworked the original contract created by his colleague. She distributed copies to the members for review and discussion.

Ms. Pranata sent Mr. Atalla questions, and concerns posed by the ad hoc members. She read the questions, and Mr. Atalla's responses to the group.

Ms. Pranata reported the following:

1. What is the status of IPAM now? How well IPAM is able to perform as specified by the committee (transact preliminary JPAs electronically), and at what point in the process is the application?

iPAM now is being upgraded to the latest Database and development tools. And yes iPAM is able to transact all the preliminary JPAs electronically.

2. Could you please clarify the specifications of Phase I Completion?

Phase 1 will allow us to upgrade iPAM and get it in a shape where it is compatible with the latest Windows operating systems. At the same time revise some training.

3. In reference to the bug list, please identify which bugs would qualify as enhancements and which qualify as fixes. The bug lists are attached (sent to you in July 2007).

All of the bugs in the software will be fixed.

Mr. Chow stated that in regards to question one, there is a difference in perception as to whether the application has the ability to transact JPAs electronically in a successful manner. He added that during the testing phase, the entire database should be converted not just a partial conversion. It was agreed to pose these issue to Mr. Atalla later in the meeting.

Guest Interview: Mr. Atalla – Hyperlink Tech

Mr. Chow opened discussion by stating that the members would like an idea of where in the development process is iPAM.

Mr. Atalla responded that iPAM was 95% complete when the emergency situation of creating a software for the JPC office, since the Clipper software had crashed. The remaining 5% was the bug list submitted by Ms. Pranata. He added that originally, iPAM had been designed on a 2003 platform, and today there is a 2005 version, and 2008 would be released later this year. Therefore, he highly recommends completing iPAM by converting to a later platform. He added that when iPAM is launched, it is with the latest technology. He stated that he would like to upgrade, and within two weeks report to the committee the latest status on iPAM.

Mr. Chow inquired what is left to complete, other than the updating of the software tools.

Mr. Atalla recapped history on the iPole/iPAM contracts. He reported that iPOLE had been completed, however; some major utilities would not open the necessary 1434 port to allow access to the database. Therefore, to circumvent the issue, Hyperlink developed iPAM, which does not require opening of the 1434 ports. He added that the development of iPAM was at no additional cost to the committee. However, Hyperlink would be the hosting company for iPAM, and as well as the continued maintenance and support for the software. He stated that the committee approved the iPOLE specifications to be used in the development of iPAM. He added that the ad hoc committee, under Mr. Dan Lewis, signed off on the original specifications for iPOLE, which were used for iPAM. He stated that iPAM has not been utilized at this point.

He added that his organization continues on developing iPAM, at his own expense. He stated that this is a gamble on his part; because there is no guarantee that iPAM would be launched.

He stated the path forward would be after the software is upgraded, the members must test again, and if necessary, create a second bug list.

Mr. Atalla said during testing the members would be working with the iPAM database, which is sitting on a Hyperlink server.

Ms. Hernandez stated that during the last testing phase, they could not complete a JPA process because some poles were not in the database, since it was a partial database.

Mr. Atalla responded that it was the entire database, and possibly the pole(s) in question was not in the system when the database was converted.

Ms. Hernandez responded that it was an older existing pole.

Mr. Atalla stated that he is requesting a letter of commitment from the committee in order to move forward with the completion. The commitment is that the committee would utilize the application.

Mr. Atalla reported that although the iPOLE specs were used in developing iPAM, iPAM has additional features that iPOLE did not have.

Mr. Chow inquired that he recalls that there was a limit on the number of users able to access iPAM simultaneously. Mr. Atalla responded that there is only a limit on the hardware, however, with the newer window versions out today, one can create clusters and have well over 200 users.

Ms. Corella questioned Mr. Atalla on a hosting, and a maintenance and support quote he had submitted to the committee several years ago. She inquired if the quotes still hold firm.

Mr. Atalla responded that he would need to know the number of users required to support and host the software in order to arrive at an updated quote. This would be discussed at length when the software is launched.

It was agreed that a notice would be sent to the board members inquiring how many of their staff would be utilizing iPAM and require a User ID.

Mr. Chow stated that the contract needs modification. It should include the commitment statement.

Under miscellaneous items, Ms. Hernandez distributed an outline, which she created, to aid in the future training sessions. The members would review the outline.

Action Items:

- Ms. Pranata to modify contract to include changes from lawyer.
- Include ability to access database in contract
- Include bug list in contract
- Include hosting and maintenance quotes in contract
- Members to collectively provide Hyperlink the number of users required for iPAM
- Ad hoc members to review training outline distributed by Ms. Hernandez

The meeting adjourned at 11:00 am, until March 11, 2008.

Jennie Corella - Manager of Operations

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March 11, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 12:25 p.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Mr. Sheldon Cox	City of Pasadena
Mr. Justin Cashmer	Verizon California (teleconference)
Ms. Velma Prouty	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Mr. Steve Rodriguez	T-Mobile USA
Ms. Lynn Prescott	Verizon Wireless
Mr. Viset Ong	City of Riverside (teleconference)
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He stated that the members would review the latest version of the contract.

Ms. Pranata suggested reviewing the email she received from Mr. Atalla where he states the commitments he is requesting from the SCJPC, and includes quotes for maintenance and support (see attachment I).

The members reviewed the agreement to launch iPAM. Mr. Chow remarked that if the ad hoc is in agreement, the requested commitments could be incorporated into the current contract.

The first commitment is that after completion, the committee reviews and approves the application within 30 days. Mr. Chow stated that both the committee and Hyperlink must be in agreement that the software is in fact complete. Definition of completion must be clarified.

In the commitment statement, Mr. Chow addressed the sentence stating that the SCJPC commits to use the application for a minimum of three years. He inquired if the members agreed with this sentence. The

members responded the commitment would be no problem, ensuring that the application operates according to the committee specifications and is in operation.

Ms. Corella called attention to the paragraph alluding to the commencing of the maintenance and support payments. She questioned if the payments should start on the acceptance of the program, or when the program is launched and in operation.

Mr. Chow responded that on the behalf of SCE, the process would be phased in slowly. He added that he anticipates over 600 users.

The members discussed the maintenance costs. It was agreed that these costs are necessary once the application is launched and operating. The consensus is that the SCJPC and Hyperlink would greatly benefit once the application is accepted and up and running. The members discussed how to define the application being fully launched and operating in order to commence the maintenance and support monthly payments to Hyperlink.

The members discussed the latest version of the iPAM contract draft (see Attachment II). Initially, section 3 was discussed. Ms. Prescott stated that she is of the opinion that Hyperlink should demonstrate the software by processing a JPA from the initial step to the final. It was agreed this stipulation should be inserted in the contract.

The members discussed the warranty period (section 4) in the contract. It was agreed to delete Schedule B and incorporate the warranty and maintenance into the body of the contract. Incorporated into the contract would be the Hyperlink list of support services included in the commitment response letter.

In Mr. Chow's opinion, he stated that a benchmark payment schedule is not required. If the application were delivered as specified by the SCJPC, than the payment would be in one lump sum. Schedule A lists the recitals, and the one lump sum payment of \$16,500.00

The members then reviewed the recitals on page one. The members edited verbiage in the recitals. Ms. Pranata displayed the contract via an overhead screen. She made the revisions on the contract as the members voiced their suggested revisions. Ms. Pranata would have the latest draft version ready by the next ad hoc meeting.

The members discussed the preparation of application manuals (s) mentioned in recital I. It is agreed that an extensive application manual is needed, however, it was suggested that a start-up users manual should be available to accompany initial training on the application. When members questioned the concern of the HELP buttons on the application, Ms. Pranata responded that there are HELP buttons on the

application, but they are not populated. The consensus is that a complete users manual is required, however, a condensed start-up training manual/guide should be available to accompany the training process/phase.

Ms. Hernandez has created a training process outline for aid in configuring the training process.

The members discussed the database import from FRIEND to iPAM for testing purposes. Ms. Pranata reminded everyone that Mr. Atalla stated that he would import the entire database prior to the test period.

Ms. Prescott stated that since Hyperlink would be the database hosting company, she suggested obtaining a brochure of his organization's back-up system process. She added that what the committee should request is an understanding, and background of their back-up system. What time guarantees are included to get the system up and running in the event that the system is down? Mr. Chow suggested inserting in the maintenance portion of the contract a schedule that outlines the back-up process, the environment of where the hosting server is housed, and the maximum down time should the system be down.

The meeting adjourned at 2:20 pm, until April 8, 2008.

Jennie Corella - Manager of Operations

Attachment I

-----Original Message-----

From: Joe Atalla [mailto:joe@qastle.com]

Sent: Friday, March 07, 2008 12:08 PM

To: 'Angela Pranata'

Subject: RE: IPAM quotes?

Agreement to launch iPAM

Southern California Joint Pole committee hereby agrees to commit and use iPAM application for a minimum of three years once the application meets our requirements and accepted by Southern California. A genuine effort on the part of Southern California Joint Pole committee to review and accept the application no later than 30 days after the application is completed.

Southern California Joint Pole Committee shall commence paying the monthly license and support to Hyperlink TM immediately after the application is setup and is ready to be used by our users.

Hyperlink TM agrees to complete the application per original specifications and modify the application to meet the last application report sent by Mrs. Angela Pranata.

Hyperlink TM shall train the users for two full days at any facility selected by Southern California Joint Pole Committee not to exceed 60 miles from the San Dimas Office.

Hyperlink TM also shall host, maintain, modify, support, license and upgrade the application as seen fit. The total number of users of the application shall not exceed 500.

A monthly payment of \$5450.00 shall be paid to Hyperlink TM as soon as the application has been accepted by Southern California Joint Pole Committee.

This monthly payment will include the followings:

Licenses for up 500 Users (for 1000 users add \$900.00)
50 CDs delivered to SCJPC Members
Servers, Firewalls, Switches
Microsoft SQL Servers
Microsoft Servers
Data Center hosting
Maintenance and support for hardware
Maintenance and support for iPAM
Upgrades
Minor modifications up to 20 hours a month

This is a turn key solution where Hyperlink TM shall provide a solution is ready to be used.

Attachment II

SOFTWARE DEVELOPMENT AGREEMENT

This Agreement is entered into by and between Southern California Joint Pole Committee ("Client") and Joe Atalla, doing business as Hyperlink Technology & Multimedia ("Developer") as of September __ 2007 (the "Effective Date").

RECITALS

WHEREAS, Developer has substantial experience in developing computer software applications for third parties;

WHEREAS, Client wishes to have Developer revise software applications and database programs according to Client's specifications, and Developer is interested in undertaking such work;

WHEREAS, the Developer has agreed to do all of the following:

- A. Upgrade the Development Tools to MS VS 2005; and
- B. Upgrade the Database to MS SQL 2005; and
- C. ~~Convert partial database from FRIEND to IPAM as specified by Project Manager; and~~ Import database from FRIEND to IPAM prior to test phases; and
- D. Work with SCJPC Membership to complete Phase I of the Transaction Application; through coordination with Project Manager; and
- E. Work with the Project Manager to remedy any errors, which include the March 2006 Error reports (**Appendix A**), in the working of the Transaction Application from development through implementation; and
- F. Provide a scoping document that describes technology used for Client's Applications; and
- G. Ensure connectivity to IPAM database from SCJPC Membership offices prior to test phases; and

- H. Provide training for test phases with input from SCJPC Membership to include development of outline for User's Manual; and
- I. Work with Client to produce User's Manual for training package, which meets with Client's approval; and
- J. Provide support for users during the IPAM training sessions. Training session days and times will be determined by the SCJPC (between 9 a.m. to 5 p.m.); and
- K. Convert Database Import from FRIEND to iPAM.
- L. Refer to maintenance contract for any errors found after Phase I is completed

WHEREAS, all information developed by Developer will be a "work for hire" and Client shall own all information fixed in a tangible medium, including, but not limited to, any and all source code;

WHEREAS, Client shall approve all specifications for the software, prior to development of the application, including any design changes during development;

WHEREAS, Client shall approve each prototype prior to further development of the application.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, Client and Developer agree as follows:

Section 1. DEFINITIONS

- 1.1 "Beta Version" means a working version of the Software recorded in executable form on the specified medium with any necessary supporting software and data, which has been fully tested by Developer prior to delivery and which Developer believes in good faith to be bug-free and to fully implement all functions called for in the Specifications.
- 1.2 ~~"Client Content" means the material provided by Client to be incorporated into the Software, as listed on Schedule "B".~~ "Data Base" means either of two data bases: (A) The FRIEND data base currently used by Client's staff for billing purposes, and (B) the iPAM database currently used by

members for the preliminary JPA approval process. As explained herein, the FRIEND data base will be imported into iPAM.

- 1.3 “Database Import” means the data base currently existing in FRIEND which will be imported, by the Developer, into iPAM.
- 1.4 “Development Schedule shall be as set forth in Schedule “A” to this Agreement which lists the deliverable items contracted for ("Deliverables") and the deadlines for their delivery. Payment Schedule shall be as also set forth in Schedule “A”.
- 1.5 “Developer Tools” means the software tools of general application, whether owned or licensed to Developer, which are used to develop the Software. Such Developer Tools will be upgraded in the manner set forth herein.
- 1.6 “Deliverable” means a product or service provided by Developer pursuant to the terms of this Agreement.
- 1.7 “Documentation” means the documentation for the software developed by Developer specifically for the Software and other material which implement the Software. Source materials and user manuals are part of the Documentation.
- 1.8 “Enhancements” means any improvements to the Software to implement new features or add new material. Enhancements shall include modifications to the Software Content to make the Software operate on a Server System.
- 1.9 “Error” means any failure of the Software (i) to meet the Specifications and/or (ii) to operate with the Server System, as determined by Client.
- 1.10 “Final Version” means a non-copy protected and unencrypted disk master of the final version of the Software, recorded in executable form on the specified medium with any necessary supporting software and data, as to which all development work hereunder, and corrections to the Beta Version, have been completed and which meets the Specifications.
- 1.11 “Phase I” entails the completion of the work necessary to permit electronic transfer of preliminary joint point

agreements between members during the joint pole agreement process.

- 1.12 “Project Manager” refers to an employee of the Client overseeing the entire project.
- 1.13 “Source Materials” means (i) all documentation, notes, development aids, technical documentation and other materials provided to Developer by Client for use in developing the Software; and (ii) the source code, documentation, notes and other materials which are produced or created by Developer during the development of the Software, in such internally documented form as is actually used by Developer for development and maintenance of the Software.
- 1.14 “Software Content” shall mean (i) the graphic user interface, text, images and functional material aspects of the Software developed by Developer under this Agreement which is executable to users and (ii) software (including all scripts) developed by Developer under this Agreement to implement the Software.
- 1.15 “Software” means the Software Application to be developed for Client which is described in the Specifications. Specifications for the Software shall be as set forth in Schedule "A " to this Agreement.
- 1.16 “User Manual” means a step-by-step guide to processing the preliminary joint pole agreements from the initiation through final approval.
- 1.17 “Training Package” means...
- 1.18 Scoping Document means...

Section 2. DEVELOPMENT AND DELIVERY OF DELIVERABLES

- 2.1 Developer will do all of the following:

- A. Developer will do all things necessary to upgrade the Development Tools to be MS VS 2005 compatible.
- B. Developer will do all things necessary to upgrade the Database to be compatible with MS SQL 2005.
- C. Developer will work with the Project Manager on Phase I of the Transaction Application.
- D. Developer will work with the Project Manager to complete Phase I of the Transaction Application.
- E. Developer will work with the Project Manager to remedy any errors in the working of the Transaction Application; and
- F. Developer will work with Client to create User's Manual. In working to create the User's Manual, Developer will provide a complete final draft of the User Manual by the time specified in Schedule "A".
- G. Developer will provide three days of training of IPAM from 9 a.m. to 5 p.m.; one training class per day.
- H. Developer will convert Database Import from FRIEND to IPAM.

2.2 Development; Progress Reports.

- A. Developer shall use its best efforts to develop each Deliverable in accordance with the Specifications. Developer shall first prepare a design for the Software. This design shall include drawings of the user interface, a schematic of how to navigate the Software, and a list of all components. All development work will be performed by Developer or its employees at Developer's offices or by approved independent contractors who have executed confidentiality and assignment agreements which are acceptable to Client. Developer agrees that no development work shall be performed by independent contractors without the express written approval of Client.
- B. With respect to development of Software Deliverables, on each week following execution of this Agreement during which any development and/or testing

hereunder remains uncompleted, and whenever else Client shall reasonably request, Developer shall contact, or meet with Client's representative, and report all tasks completed and problems encountered relating to development and testing of the Software. During such discussion or meeting, Developer shall advise Client in detail of any recommended changes with respect to remaining phases of development in view of Developer's experience with the completed development. In addition, Developer shall contact Client's representative promptly by telephone upon discovery of any event or problem that will materially delay development work, and thereafter, if requested, promptly confirm such report in writing.

- 2.3 Delivery. Developer shall deliver all Deliverables within the times specified in the Development Schedule and in accordance with the Specifications.
- 2.4 Manner of Delivery. Developer agrees to comply with all reasonable requests of Client as to the manner of delivery of all Deliverables, which may include delivery by electronic means. A tentative schedule for completion of Developer's work, as set forth herein, is set forth in **Schedule "A"**, attached hereto and incorporated by referenced herein.
- 2.5 Delivery of Source Materials. Upon request by Client, but in no event later than the delivery of the Final Version, Developer shall deliver to Client all Source Materials.

Section 3 TESTING AND ACCEPTANCE; EFFECT OF REJECTION

- 3.1 Testing and Acceptance Procedure. All Software Deliverables shall be thoroughly tested by Developer and all necessary corrections as a result of such testing shall be completed, prior to delivery to Client. Upon receipt of a Software Deliverable, Client shall have a period of **120 days** within which to test the item (the "Acceptance Period") and to notify Developer in writing of its acceptance or rejection based on its test results. If Client has not given notice of rejection within the Acceptance Period, the Software Deliverable will be deemed to be accepted. No delivery of a Software Deliverable shall be considered complete unless and until Client has received all Documentation necessary to support the use and modification of the Software Deliverable. If

Client accepts the Software Deliverable, the milestone payment for that Deliverable (set forth in Schedule "A") is then due.

- 3.2 Correction. If Client requests that Developer correct errors in the Software Deliverable, Developer shall within 30 days of such notice, or such longer period as Client may allow, submit at no additional charge a revised Deliverable in which such Errors have been corrected. Upon receipt of the corrected soft Deliverable, Client shall have an additional 30 days to test the Deliverable and either (1) accept it (making the milestone payment set out in Schedule "A"); or (2) request that Developer make further corrections to the Deliverable to meet the Specifications and repeat the correction and review procedure set forth in this Paragraph 3.2. In the event Client determines, in its sole discretion, that the Deliverable continues to include Errors after three attempts at correction by Developer, Client may terminate this Agreement.

Section 4 OTHER OBLIGATIONS OF DEVELOPER

- 4.1 Software Warranty. Developer represents and warrants that the Software (1) will be of high quality and free of defects in material and workmanship in all material respects; and (2) will conform in all respects to the functional and other descriptions contained in the Specifications. For a period of 90 days after the date of acceptance of the Final Version by Client (the "Warranty Period"), Developer agrees to remedy or fix at its own expense any Errors.
- 4.2 Software Support. Developer also agrees to provide Client with the support services stated in Schedule "B" to maintain and update the Software during the Warranty Period at no cost to Client. Such assistance shall consist of telephone support, debugging, and additional programming time, not to exceed 25 hours per calendar month.
- 4.3 Maintenance Period. After the expiration of the Warranty Period, Developer agrees to provide Client with the services stated in Schedule "B", at Client's option, for 3 years after the last day of the Warranty Period (the "Maintenance Period") at fees to be later negotiated. Such maintenance shall include correcting any Errors or any failure of the Software to conform to the Specifications. Maintenance shall not include the development of Enhancements.

- 4.4 Enhancements. During the Maintenance Period, if Client wishes to modify the Software, it may request that Developer provide a bid to provide such Enhancements. Developer shall provide Client a first priority on its resources to create the Enhancements over any other third-party with the exception of obligations under contracts with third parties existing on the date of the notice. Such services shall be provided on a time and materials basis at the most favored price under which Developer provides such services to third parties.

Section 5 PROPRIETARY RIGHTS

- 5.1 Client's Ownership Rights. Developer acknowledges and agrees that except as stated in Section 5.3, the Software Content and Documentation, User Manual, Training Materials, and any and all materials of any sort whatsoever created or produced by Developer in connection with the performance of this Agreement, including but not limited to images, graphic user interface, source and object code, and any documentation and notes associated with the Software, are and shall be the property of Client. Title to all intellectual property rights including, but not limited to, copyrights, trademarks, patents and trade secrets in the Software Content and Documentation is with, and shall remain with Client. Developer agrees to sign such additional documents as reasonably required by Client to vest title in Client. Developer expressly agrees that any and all material created or produced in the performance of this Agreement which is capable of protection by the Copyright law of the United State of America is a work for hire of Client.
- 5.2 Assignment of Rights.
- A. Except as expressly provided in Section 5.3, Developer hereby irrevocably assigns, conveys and otherwise transfers to Client, and its respective successors and assigns, all rights, title and interests worldwide in and to the Software Content and Documentation and all copyrights, trade secrets, patents, trademarks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client, Developer hereby unconditionally and

irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Client, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Client and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

B. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client and cannot be waived, Developer hereby grants to Client, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the Software Content and the Documentation including, without limitation, the right to use in any way whatsoever the Software Content and Documentation. Developer retains no rights to use the Software Content and Documentation except as stated in Section and agrees not to challenge the validity of the copyright ownership by Client in the Software Content and Documentation.

5.3 Power of Attorney. Developer agrees to execute, when requested, patent, copyright, or similar applications and assignments to Client, and any other lawful documents deemed necessary by Client to carry out the purpose of this Agreement. Developer further agrees that the obligations and undertaking stated in this Section 5.4 will continue beyond the termination of this Agreement. In the event that Client is unable for any reason whatsoever to secure Developer's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Software Content and Documentation (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Developer hereby irrevocably designates and appoints Client and its duly authorized officers and agents as his agents and attorneys-in-fact to act for and in his behalf and instead of Developer, to execute and file any such application and to do all other lawfully permitted acts to

further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Developer.

- 5.4 License to Software Content and Client Content. Client grants to Developer a nonexclusive, worldwide license to reproduce and modify the Software Content to enhance, develop, and maintain the Software on Client's behalf.
- 5.5 Licenses of Third-Party Content. Developer shall be responsible for obtaining and purchasing any necessary licenses to use third-party content other than the third-party content listed on Schedule "C" as Client Content. All such licenses shall be taken in the name of Client.
- 5.6. Licenses for Developer Tools. Developer shall be responsible for obtaining licenses for and paying license fees for any Developer Tools used in this project that are not owned by Developer.

Section 6 PAYMENT

- 6.1 Payment Schedule. The fees set forth in Schedule A shall be paid as provided in such Schedule.
- 6.2 Maintenance Fees. If Client chooses to have Developer perform maintenance and support service during the Maintenance Period, the fee stated in Section 4.3 shall be due thirty (30) days prior to the commencement date of each year of the Maintenance Period.
- 6.3 Taxes. Developer is an independent contractor of Client. Developer shall be responsible for the payment of all income, payroll, sales, use and similar taxes associated with this contract. Client shall not be responsible for, or provide any benefits to Developer which Client provides its own employees.
- 6.4 Expenses. Except as expressly stated in this Agreement or in a later writing signed by Client, Developer shall bear all expenses arising from the performance of its obligations under this Agreement.

Section 7 CONFIDENTIALITY

- 7.1 Confidential Information. The terms of this Agreement, the Source Materials and technical and marketing plans or other sensitive business information, including all materials containing said information, which are supplied by Client to Developer or developed by Developer in the course of developing the Software are the confidential information ("Confidential Information") of Client.
- 7.2 Restrictions on Use. Developer agrees that except as authorized in writing by Client:
- A. Developer will preserve and protect the confidentiality of all Confidential Information.
 - B. Developer will not disclose to any third-party, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information.
 - C. Developer will not deliver Confidential Information to any third-party, or permit the Confidential Information to be removed from Developer's premises
 - D. Developer will not use Confidential Information in any way other than to develop the Software as provided in this Agreement.
 - E. Developer will not disclose, use or copy any third-party information or materials received in confidence by Developer for purposes of work performed under this Agreement
 - F. Developer shall require that each of its employees who work on or have access to the Confidential Information sign a suitable confidentiality and assignment agreement and be advised of the confidentiality and other applicable provisions of this Agreement.
- 7.3 Limitations. Information shall not be considered to be Confidential Information if Developer can demonstrate that it (i) is already or otherwise becomes publicly known through no act of Developer; (ii) is lawfully received from third parties subject to no restriction of confidentiality; (iii) can be shown by Developer to have been independently developed by it without use of the Confidential Information; or (iv) is

authorized in writing by Client to be disclosed, copied or used.

- 7.4 Return of Source Materials. Upon Client's acceptance of the Final Version, or upon Client's earlier request, Developer shall provide Client with all copies and originals of the Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement. Not later than seven (7) days after the termination of this Agreement for any reason, or if sooner requested by Client, Developer will return to Client all originals and copies of the Confidential Information, Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement, except that Developer may retain one copy of the Software Content and Source Materials, which will remain the Confidential Information of Client, for the sole purpose of assisting Developer in maintaining the Software. Developer shall return said copy to Client promptly upon request by Client.

Section 8 WARRANTIES COVENANTS AND INDEMNIFICATION

- 8.1 Warranties and Covenants of Developer. Developer represents, warrants and covenants to Client the following:
- A. Developer has the full power to enter into this Agreement and perform the services provided for herein, and that such ability is not limited or restricted by any agreements or understandings between Developer and other persons or companies.
 - B. Any information or materials developed for, or any advice provided to Client, shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by Developer from sources other than Client unless Developer has received specific authorization in writing to use such proprietary information or trade secrets.
 - C. Except to the extent based on Client Content used as licensed to Developer in Section 5.4 and on licenses obtained by Client, the use, public display, public performance, reproduction, distribution, or modification of the Software Content and

Documentation does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents. The use of the Developer Tools in the Software Content and Documentation does not and will not violate the rights of any third parties, including but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

- D. Developer performance of this Agreement will not conflict with any other contract to which Developer is bound, and while developing the Software, Developer will not engage in any such consulting services or enter into any agreement in conflict with this Agreement.
- E. The Software Content and the Documentation was created solely by Developer, Developer's full-time employees during the course of their employment, or approved independent contractors who assigned all right, title and interest worldwide in their work to Contractor.
- F. Developer is the owner of all right, title and interest in the tangible forms of the Software Content and Documentation assigned herein, and all intellectual property rights protecting same. The Software Content and Documentation and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions.
- G. Developer has maintained and will maintain the Source Material in confidence.
- H. The Software Content and the Documentation is not in the public domain.

8.2 Developer's Indemnity. Developer agrees to defend, indemnify and hold harmless Client and its directors, officers, its employees, sublicensees, and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of such claims, including without limitation claims of:

- A. alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software Content or Documentation unless based on the use of the Client Content or on licenses obtained by Client;
- B. any use of confidential or proprietary information or trade secrets Developer has obtained from sources other than Client;
- C. Any negligent act, omission, or willful misconduct of Developer in the performance of this Agreement; and
- D. the breach of any covenant or warranty set forth in Section 8.1 above.

8.5 Obligations Relating to Indemnity. Developer's obligation to indemnify requires that Client notify Developer promptly of any claim as to which indemnification will be sought and provide Developer reasonable cooperation in the defense and settlement thereof.

8.6 Client's Indemnification. Client agrees to defend, indemnify, and hold harmless Developer and its directors, officers, its employees and agents from and against all claims, defense costs (including reasonable attorneys fees), judgments and other expenses arising out of the breach of the following covenants and warranties:

- A. Client possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder.
- B. The performance of the terms of this Agreement and of Client's obligations hereunder shall not breach any separate agreement by which Client is bound.
- C. The use, public display, public performance, reproduction, distribution, or modification of Client Content in accordance with the license granted to Developer in this agreement does not and will not violate the rights of any third parties including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

- 8.5 Obligations Relating to Indemnity. Client's obligation to indemnify requires that Developer notify Client promptly of any claim as to which indemnification will be sought and provide Client reasonable cooperation in the defense and settlement thereof.

Section 9 TERMINATION

- 9.1 Termination for Non-Performance or Delay. In the event of a termination of this Agreement by Client pursuant to Paragraph 3.2 hereof, Client will have no further obligations or liabilities under this Agreement. Client will have the right, in addition to all of its other rights, to require Developer to deliver to Client all of Developer's work in progress, including all originals and copies thereof, as well as any other materials provided to Developer by Client or third parties, or created by Developer under this Agreement. Developer may keep any milestone payments which have been paid or are due under Schedule "A", and such payments shall be deemed payment in full for all obligations of Client under this Agreement, including full payment for all source code, object code, documentation, notes, graphics and all other materials and work relating to the portion of the Software and the assignment or licenses of rights relating to the Software which has been completed as of the time of termination.
- 9.2 Termination for Convenience. Client shall have the right at any time to terminate this Agreement upon fifteen (15) days notice by giving written notice of termination to Developer. Developer shall immediately cease all work on the Software. In the event of such termination, Client's entire financial obligation to Developer shall be for then accrued payments due under the Development Schedule, plus the prorated portion of the next payment, if any, due with respect to items being worked on but not yet delivered at the time of termination. The pro-rata payment shall be calculated by determining what percentage of the total work required for the next milestone has been completed by the date of Developer's receipt of the termination notice.
- 9.3 Automatic Termination. This Agreement will be terminated automatically, without notice, (i) upon the institution by or against Developer of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Developer's debts; (ii) upon Developer making an assignment

for the benefit of creditors; or (iii) upon Developer's repudiation of the contract.

Section 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the laws of the state of California, and all claims and/or lawsuits in connection with agreement must be brought in the Superior Court for the County of Los Angeles.

Section 11 MISCELLANEOUS PROVISIONS

11.1 Notices. For purposes of all notices and other communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below. All notices shall be in writing and shall be deemed to have been duly given if sent by facsimile, the receipt of which is confirmed by return facsimile, or sent by first class registered or certified mail or equivalent, return receipt requested, addressed to the parties at their addresses set forth below:

If to Developer:

Joe Atalla

If to Client:

Southern California Jt. Pole Committee
437 S. Cataract Ave., Unit 3
San Dimas, CA 91773
Attn: Jennie Corella

11.2 Entire Agreement. This Agreement, including the attached Schedules which are incorporated herein by reference as though fully set out, contains the entire understanding and agreement of the parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided, and may not be altered,

modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties.

- 11.3 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.
- 11.4 Assignment. This Agreement is personal to Developer. Developer may not sell, transfer, sublicense, hypothecate or assign its rights and duties under this Agreement without the written consent of Client. No rights of Developer hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee, or other party. This Agreement shall inure to the benefit of Client, its successors and assigns.
- 11.5 Waiver/Amendment. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.
- 11.6 Agency. The parties are separate and independent legal entities. Developer is performing services for Client as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute either Developer or Client an agent, representative, partner, joint venturer or employee of the other party for any purpose. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Developer is an independent contractor, not an employee of Client. No employment relationship is created by this Agreement. Developer shall retain independent professional status throughout this Agreement and shall use his/her own discretion in performing the tasks assigned.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

Client:

Developer:

By: _____
Print Name:

By: _____
Print Name:

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

April 8, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 9:00 a.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Ms. Shawn Henderson	AT&T Wireless
Ms. Shawna Desbois	NextG Networks
Ms. Velma Prouty	AT&T California
Mr. Sue Thomas	Sprint-Nextel (teleconference)
Mr. Steve Rodriguez	T-Mobile USA
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. He reported that Ms. Pranata has complied the list of questions for Mr. Atalla of Hyperlink, posed by the ad hoc from the previous meeting. He added that Ms. Pranata has Mr. Atalla's responses to the questions (see attachment I). The members reviewed and discussed the answers to their questions.

Question one, which refers to a payment schedule, Mr. Atalla agrees to get paid in full when the project and training is complete.

Question two alludes to what Mr. Atalla would define as completed. His response is after the SCJPC has reviewed, accepted the application as developed per specs and agree the project if finalized.

The third question pertains to licensed users, and what licenses Hyperlink is referring to in his quote. His response is that the license is for access to iPAM. The first 500 users is included in maintenance, but any additional 500 would increase the cost by \$900.00 per month.

Mr. Chow responded that the definition of this cost is a misnomer. It does not appear to be a license fee, but an additional user maintenance issue. Since a license fee is the cost to utilize specific

software onto a PC, and normally a one-time cost. It was agreed to have Mr. Atalla change and/or clarify this statement.

The next question is in reference to definition of a minor modification. This is a difficult question in that what might appear minor to the ad hoc, might not seem so to Hyperlink.

The fifth question addresses the data center-hosting plan. Mr. Atalla noted what is entailed in the hosting service (see attachment I number 5).

Mr. Rodriguez questioned if Mr. Atalla is requesting that we sign a contract to maintain his organization as hosting company for three years.

Mr. Chow responded that the three years Mr. Atalla is requesting is that the SCJPC commits to utilize iPAM for at least three years. This does not state specifically that Hyperlink would be the hosting company, but Hyperlink would be the first option.

Mr. Rodriguez stated that if in the three years of hosting with Hyperlink, the committee is not satisfied with the service, they are bound for the entire three years with Hyperlink.

Mr. Chow responded that if we sign a three year hosting contract, there should be a caveat in regards to a minimum performance standard.

The members discussed the down time and the 24-hour window for restoration. This down time issue would also hold to a minimum performance standard. The members discussed confirming if 24-hour downtime restoration is the standard or the norm.

Ms. Pranata interjected and stated that the standard measurement for downtime is calculated on an average per year, and not per month.

The consensus is to research what the standard performance measure is for number of downtime incidents, and number of hours for restoration.

The last question deals with the scoping documents. Mr. Atalla has listed the requirement and documents that iPAM would require to operate (see attachment I, question 6).

The members then moved on to discuss the latest version of the iPAM contract (see attachment II). The latest changes are in orange which were taken from the previous ad hoc meeting.

On page one, recital A the year 2008 has been added to the MS VS version. In C, the importing pertains to the entire database. In D and E the term Transaction has been deleted. Recital F has been added. Recital G verbiage has been added. Recital H is a newly added section, and it was agreed that the number of days would be "60".

On page two, recitals I and J have been revised. Recital L has been added, and Recital M has been deleted.

Page four, section 1.17 has the verbiage revised. Section 2.1 has been revised by deleting A through H.

On page six section 3.1, the ad hoc is requesting Hyperlink to demonstrate the application to the client. Section 4.1 the ad hoc has

decided to change some verbiage, which would be reflected on the next draft.

On page seven there is reference to schedule B, however, it was noted that at the previous meeting, it had been determined to delete this schedule. After discussion, the consensus is to maintain schedule B as reference to the maintenance support only. Hyperlink is to complete schedule B with details of the maintenance support. The warranty period verbiage is to be moved to section 4.2.

Appendix A is the list of bugs discovered from the prior testing period (not attached).

Ms. Pranata reported that according to legal, schedule C might be necessary if the committee deems it so.

The changes discussed within this ad hoc would be reflected on the version of the contract revised by Ms. Pranata. Ms. Pranata would have the revised contract ready by the next ad hoc meeting.

There were no miscellaneous items.

The meeting adjourned at 10:10 am, until May 13, 2008.

Jennie Corella - Manager of Operations

Attachment I

From: Joe Atalla [joe@gastle.com]
Sent: Monday, April 07, 2008 11:39 PM
To: 'Angela Pranata'
Cc: 'Jennie Corella'
Subject: RE: Question on IPAM quote/Agreement

1) The agreement doesn't refer to the original quote of \$16,500. When do you expect the amount to be paid?

The amount can be paid when our services are delivered as quoted. When the upgrade to the application and training is done.

2) Paragraph 1, "...review and accept the application no later than 30 days after the application is completed." Please clarify what is considered as completed.

Once we complete the application development we expect SCJPC to review the accept the application within 30 days, review and accepts means that SCJPC shall make sure that the application is developed per specification and accept it as being final. Of course any bugs or issues with application shall be remedied by Hyperlink at no cost to SCJPC.

3) "Licenses for up 500 Users (for 1000 users add \$900.00)"
Please clarify what kind of licenses. Is it for SQL Server?

Each license provides the user access to IPAM. As the user numbers increase, hardware costs, bandwidth, and third party software license costs increase as well. In order to accommodate this increase we have created a license fee schedule. For the first 500 users the licenses are included in the monthly cost, to add another 500 users \$900.00 must be added.

4) "Minor modifications up to 20 hours a month"
Please clarify what is considered as minor modifications.

Simple changes to existing reports, Simple reports or reports that would require accessing information from a single database table, Adding a feature to the application that does not consume more than 20 hours of resource time such as adding a page to the web site to search poles by location, changing existing logic on a single screen that does not affect the other screens, etc...

5) Please include your contingency plan for the data center/hosting.

Maintenance, support and hosting is included in the quoted monthly price. It includes:

Hosted server at physically secured data center in Los Angeles. The data center is connected throughout the world via OC192 internet backbone fiber. Redundant power and internet connectivity is provided.

Backup plan and restoration is also part of the maintenance, backup will be done daily on site and weekly off site. Down time for connectivity and basic issues shall not exceed 4 hours. In general down time for major issues including hardware failure and database restore shall not exceed 24 hours(depending on database size).

6) Please provide a scoping document that describes technology, related software applications, user hardware specifications, and known compatibility issues for Client's Applications.

Here are the requirements for IPAM:

IPAM is a smart client application that installs on the local machine
IPAM will download the new update from server when a new version is available
IPAM uses web services to communicate with the database
Windows XP and Windows Vista Compatible
Microsoft .NET 3.0 and 3.5 Framework
IP Port 80
Minimum of 100MB required on the local installation

SOFTWARE DEVELOPMENT AGREEMENT

This Agreement is entered into by and between Southern California Joint Pole Committee ("Client") and Joe Atalla, doing business as Hyperlink Technology & Multimedia ("Developer") as of September __ 2007 (the "Effective Date").

RECITALS

WHEREAS, Developer has substantial experience in developing computer software applications for third parties;

WHEREAS, Client wishes to have Developer revise software applications and database programs according to Client's specifications, and Developer is interested in undertaking such work;

WHEREAS, the Developer has agreed to do all of the following:

- A. Upgrade the Development Tools to MS VS 2008; and
- B. Upgrade the Database to MS SQL 2005; and
- C. ~~Convert partial database from FRIEND to IPAM as specified by Project Manager;~~ and Import entire database from FRIEND to IPAM prior to test phases; and
- D. Work with SCJPC Membership to complete Phase I of the Transaction Application; through coordination with Project Manager; and
- E. Work with the Project Manager to remedy any errors, which include the March 2006 Error reports (Appendix A), in the working of the Transaction Application from development through implementation; and
- F. Provide a scoping document that describes technology, related software applications, user hardware specifications, and known compatibility issues for Client's Applications; and
- G. Ensure connectivity to IPAM database from SCJPC office and Members' offices prior to test phases; and
- H. Provide IPAM application CDs to SCJPC Membership xx days prior to demonstration and test phases to verify systems compatibility; and

- I. Provide training and training guide for test phases with input from SCJPC Membership to include development of outline for User's Manual; and
- J. Work with Client to produce User's Manual for training package along with Online Help, which meets with Client's approval; and
- K. Provide support for users during the IPAM training sessions. Training session days and times will be determined by the SCJPC (between 9 a.m. to 5 p.m.); and
- L. Delete test Database and import current Database from FRIEND to iPAM prior to launch.; and
- M. ~~Refer to maintenance contract for any errors found after Phase I is completed~~

WHEREAS, all information developed by Developer will be a "work for hire" and Client shall own all information fixed in a tangible medium, including, but not limited to, any and all source code;

WHEREAS, Client shall approve all specifications for the software, prior to development of the application, including any design changes during development;

WHEREAS, Client shall approve each prototype prior to further development of the application.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, Client and Developer agree as follows:

Section 1. DEFINITIONS

- 1.1 "Beta Version" means a working version of the Software recorded in executable form on the specified medium with any necessary supporting software and data, which has been fully tested by Developer prior to delivery and which Developer believes in good faith to be bug-free and to fully implement all functions called for in the Specifications.
- 1.2 ~~"Client Content" means the material provided by Client to be incorporated into the Software, as listed on Schedule "B".~~ "Data Base" means either of two data bases: (A) The FRIEND data base currently used by Client's staff for billing purposes, and (B) the iPAM database currently used by members for the preliminary JPA approval process. As explained herein, the FRIEND data base will be imported into iPAM.

- 1.3 “Database Import” means the data base currently existing in FRIEND which will be imported, by the Developer, into iPAM.
- 1.4 “Development Schedule shall be as set forth in Schedule “A” to this Agreement which lists the deliverable items contracted for (“Deliverables”) and the deadlines for their delivery. Payment Schedule shall be as also set forth in Schedule “A”.
- 1.5 “Developer Tools” means the software tools of general application, whether owned or licensed to Developer, which are used to develop the Software. Such Developer Tools will be upgraded in the manner set forth herein.
- 1.6 “Deliverable” means a product or service provided by Developer pursuant to the terms of this Agreement.
- 1.7 “Documentation” means the documentation for the software developed by Developer specifically for the Software and other material which implement the Software. Source materials and user manuals are part of the Documentation.
- 1.8 “Enhancements” means any improvements to the Software to implement new features or add new material. Enhancements shall include modifications to the Software Content to make the Software operate on a Server System.
- 1.9 “Error” means any failure of the Software (i) to meet the Specifications and/or (ii) to operate with the Server System, as determined by Client.
- 1.10 “Final Version” means a non-copy protected and unencrypted disk master of the final version of the Software, recorded in executable form on the specified medium with any necessary supporting software and data, as to which all development work hereunder, and corrections to the Beta Version, have been completed and which meets the Specifications.
- 1.11 “Phase I” entails the completion of the work necessary to permit electronic transfer of preliminary joint point agreements between members during the joint pole agreement process.
- 1.12 “Project Manager” refers to an employee of the Client overseeing the entire project.
- 1.13 “Source Materials” means (i) all documentation, notes, development aids, technical documentation and other materials provided to Developer by Client for use in developing the Software; and (ii) the source code, documentation, notes and other materials which are produced or created

by Developer during the development of the Software, in such internally documented form as is actually used by Developer for development and maintenance of the Software.

- 1.14 “Software Content” shall mean (i) the graphic user interface, text, images and functional material aspects of the Software developed by Developer under this Agreement which is executable to users and (ii) software (including all scripts) developed by Developer under this Agreement to implement the Software.
- 1.15 “Software” means the Software Application to be developed for Client which is described in the Specifications. Specifications for the Software shall be as set forth in Schedule "A " to this Agreement.
- 1.16 “User Manual” means a step-by-step guide to processing the preliminary joint pole agreements from the initiation through final approval.

~~1.17 “Training Package” means...~~

- 1.17 Scoping Document means: see Item F

Section 2. DEVELOPMENT AND DELIVERY OF DELIVERABLES

- 2.1 Developer will perform items as outlined in Schedule “A”

- ~~A. Developer will do all things necessary to upgrade the Development Tools to be MS VS 2005 compatible.~~
- ~~B. Developer will do all things necessary to upgrade the Database to be compatible with MS SQL 2005.~~
- ~~C. Developer will work with the Project Manager on Phase I of the Transaction Application.~~
- ~~D. Developer will work with the Project Manager to complete Phase I of the Transaction Application.~~
- ~~E. Developer will work with the Project Manager to remedy any errors in the working of the Transaction Application; and~~
- ~~F. Developer will work with Client to create User’s Manual. In working to create the User’s Manual, Developer will provide a complete final draft of the User Manual by the time specified in Schedule “A”.~~
- ~~G. Developer will provide three days of training of IPAM from 9 a.m. to 5 p.m.; one training class per day.~~
- ~~H. Developer will convert Database Import from FRIEND to IPAM.~~

- 2.2 Development; Progress Reports.
- A. Developer shall use its best efforts to develop each Deliverable in accordance with the Specifications. Developer shall first prepare a design for the Software. This design shall include drawings of the user interface, a schematic of how to navigate the Software, and a list of all components. All development work will be performed by Developer or its employees at Developer's offices or by approved independent contractors who have executed confidentiality and assignment agreements which are acceptable to Client. Developer agrees that no development work shall be performed by independent contractors without the express written approval of Client.
 - B. With respect to development of Software Deliverables, on each week following execution of this Agreement during which any development and/or testing hereunder remains uncompleted, and whenever else Client shall reasonably request, Developer shall contact, or meet with Client's representative, and report all tasks completed and problems encountered relating to development and testing of the Software. During such discussion or meeting, Developer shall advise Client in detail of any recommended changes with respect to remaining phases of development in view of Developer's experience with the completed development. In addition, Developer shall contact Client's representative promptly by telephone upon discovery of any event or problem that will materially delay development work, and thereafter, if requested, promptly confirm such report in writing.
- 2.3 Delivery. Developer shall deliver all Deliverables within the times specified in the Development Schedule and in accordance with the Specifications.
- 2.4 Manner of Delivery. Developer agrees to comply with all reasonable requests of Client as to the manner of delivery of all Deliverables, which may include delivery by electronic means. A tentative schedule for completion of Developer's work, as set forth herein, is set forth in **Schedule "A"**, attached hereto and incorporated by referenced herein.
- 2.5 Delivery of Source Materials. Upon request by Client, but in no event later than the delivery of the Final Version, Developer shall deliver to Client all Source Materials.

Section 3 TESTING AND ACCEPTANCE; EFFECT OF REJECTION

- 3.1 Testing and Acceptance Procedure. All Software Deliverables shall be thoroughly tested by Developer and all necessary corrections as a result of such testing shall be completed, prior to delivery to Client. The Developer to setup and demonstrate the application to Client. Upon receipt of a Software Deliverable, Client shall have a period of 120 days within which to test the item (the "Acceptance Period") and to notify Developer in writing of its acceptance or rejection based on its test results. If Client has not given notice of rejection within the Acceptance Period, the Software Deliverable will be deemed to be accepted. No delivery of a Software Deliverable shall be considered complete unless and until Client has received all Documentation necessary to support the use and modification of the Software Deliverable. If Client accepts the Software Deliverable and receives the Final Version, the milestone payment for that Deliverable (set forth in Schedule "A") is then due.
- 3.2 Correction. If Client requests that Developer correct errors in the Software Deliverable, Developer shall within 30 days of such notice, or such longer period as Client may allow, submit at no additional charge a revised Deliverable in which such Errors have been corrected. Upon receipt of the corrected soft Deliverable, Client shall have an additional 30 days to test the Deliverable and either (1) accept it (making the milestone payment set out in Schedule "A"); or (2) request that Developer make further corrections to the Deliverable to meet the Specifications and repeat the correction and review procedure set forth in this Paragraph 3.2. In the event Client determines, in its sole discretion, that the Deliverable continues to include Errors after three attempts at correction by Developer, Client may terminate this Agreement.

Section 4 OTHER OBLIGATIONS OF DEVELOPER

- 4.1 Software Warranty. Developer represents and warrants that the Software (1) will be of high quality and free of defects in material and workmanship in all material respects; and (2) will conform in all respects to the functional and other descriptions contained in the Specifications. For a period of 90 days after the date of acceptance of the Final Version by Client (the "Warranty Period"), Developer agrees to remedy or fix at its own expense any Errors.
- 4.2 Software Support. Developer also agrees to provide Client with the support services stated in Schedule "B" to maintain and update the Software during the Warranty Period at no cost to Client. Such assistance shall consist of telephone support, debugging, and additional programming time, not to exceed 25 hours per calendar month.
- 4.3 Maintenance Period. After the expiration of the Warranty Period, Developer agrees to provide Client with the services stated in Schedule

"B", at Client's option, for 3 years after the last day of the Warranty Period (the "Maintenance Period") at fees to be later negotiated. Such maintenance shall include correcting any Errors or any failure of the Software to conform to the Specifications. Maintenance shall not include the development of Enhancements.

- 4.4 Enhancements. During the Maintenance Period, if Client wishes to modify the Software, it may request that Developer provide a bid to provide such Enhancements. Developer shall provide Client a first priority on its resources to create the Enhancements over any other third-party with the exception of obligations under contracts with third parties existing on the date of the notice. Such services shall be provided on a time and materials basis at the most favored price under which Developer provides such services to third parties.

Section 5 PROPRIETARY RIGHTS

- 5.1 Client's Ownership Rights. Developer acknowledges and agrees that except as stated in Section 5.3, the Software Content and Documentation, User Manual, Training Materials, and any and all materials of any sort whatsoever created or produced by Developer in connection with the performance of this Agreement, including but not limited to images, graphic user interface, source and object code, and any documentation and notes associated with the Software, are and shall be the property of Client. Title to all intellectual property rights including, but not limited to, copyrights, trademarks, patents and trade secrets in the Software Content and Documentation is with, and shall remain with Client. Developer agrees to sign such additional documents as reasonably required by Client to vest title in Client. Developer expressly agrees that any and all material created or produced in the performance of this Agreement which is capable of protection by the Copyright law of the United State of America is a work for hire of Client.
- 5.2 Assignment of Rights.
 - A. Except as expressly provided in Section 5.3, Developer hereby irrevocably assigns, conveys and otherwise transfers to Client, and its respective successors and assigns, all rights, title and interests worldwide in and to the Software Content and Documentation and all copyrights, trade secrets, patents, trademarks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to

Client, Developer hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against Client, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of Client and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights.

B. In the event Developer has any rights in and to the Software Content or Documentation that cannot be assigned to Client and cannot be waived, Developer hereby grants to Client, and its respective successors and assigns, an exclusive, worldwide, royalty-free license during the term of the rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the Software Content and the Documentation including, without limitation, the right to use in any way whatsoever the Software Content and Documentation. Developer retains no rights to use the Software Content and Documentation except as stated in Section and agrees not to challenge the validity of the copyright ownership by Client in the Software Content and Documentation.

5.3 Power of Attorney. Developer agrees to execute, when requested, patent, copyright, or similar applications and assignments to Client, and any other lawful documents deemed necessary by Client to carry out the purpose of this Agreement. Developer further agrees that the obligations and undertaking stated in this Section 5.4 will continue beyond the termination of this Agreement. In the event that Client is unable for any reason whatsoever to secure Developer's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Software Content and Documentation (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Developer hereby irrevocably designates and appoints Client and its duly authorized officers and agents as his agents and attorneys-in-fact to act for and in his behalf and instead of Developer, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Developer.

5.4 License to Software Content and Client Content. Client grants to Developer a nonexclusive, worldwide license to reproduce and modify the Software Content to enhance, develop, and maintain the Software on Client's behalf.

- 5.5 Licenses of Third-Party Content. Developer shall be responsible for obtaining and purchasing any necessary licenses to use third-party content other than the third-party content listed on Schedule "C" as Client Content. All such licenses shall be taken in the name of Client.
- 5.6. Licenses for Developer Tools. Developer shall be responsible for obtaining licenses for and paying license fees for any Developer Tools used in this project that are not owned by Developer.

Section 6 PAYMENT

- 6.1 Payment Schedule. The fees set forth in **Schedule A** shall be paid as provided in such Schedule.
- 6.2 Maintenance Fees. If Client chooses to have Developer perform maintenance and support service during the Maintenance Period, the fee stated in Section 4.3 shall be due thirty (30) days prior to the commencement date of each year of the Maintenance Period.
- 6.3 Taxes. Developer is an independent contractor of Client. Developer shall be responsible for the payment of all income, payroll, sales, use and similar taxes associated with this contract. Client shall not be responsible for, or provide any benefits to Developer which Client provides its own employees.
- 6.4 Expenses. Except as expressly stated in this Agreement or in a later writing signed by Client, Developer shall bear all expenses arising from the performance of its obligations under this Agreement.

Section 7 CONFIDENTIALITY

- 7.1 Confidential Information. The terms of this Agreement, the Source Materials and technical and marketing plans or other sensitive business information, including all materials containing said information, which are supplied by Client to Developer or developed by Developer in the course of developing the Software are the confidential information ("Confidential Information") of Client.
- 7.2 Restrictions on Use. Developer agrees that except as authorized in writing by Client:
 - A. Developer will preserve and protect the confidentiality of all Confidential Information.

- B. Developer will not disclose to any third-party, the existence, source, content or substance of the Confidential Information or make copies of Confidential Information.
 - C. Developer will not deliver Confidential Information to any third-party, or permit the Confidential Information to be removed from Developer's premises
 - D. Developer will not use Confidential Information in any way other than to develop the Software as provided in this Agreement.
 - E. Developer will not disclose, use or copy any third-party information or materials received in confidence by Developer for purposes of work performed under this Agreement
 - F. Developer shall require that each of its employees who work on or have access to the Confidential Information sign a suitable confidentiality and assignment agreement and be advised of the confidentiality and other applicable provisions of this Agreement.
- 7.3 Limitations. Information shall not be considered to be Confidential Information if Developer can demonstrate that it (i) is already or otherwise becomes publicly known through no act of Developer; (ii) is lawfully received from third parties subject to no restriction of confidentiality; (iii) can be shown by Developer to have been independently developed by it without use of the Confidential Information; or (iv) is authorized in writing by Client to be disclosed, copied or used.
- 7.4 Return of Source Materials. Upon Client's acceptance of the Final Version, or upon Client's earlier request, Developer shall provide Client with all copies and originals of the Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement. Not later than seven (7) days after the termination of this Agreement for any reason, or if sooner requested by Client, Developer will return to Client all originals and copies of the Confidential Information, Software Content, Client Content and Source Materials, as well as any other materials provided to Developer, or created by Developer under this Agreement, except that Developer may retain one copy of the Software Content and Source Materials, which will remain the Confidential Information of Client, for the sole purpose of assisting Developer in maintaining the Software. Developer shall return said copy to Client promptly upon request by Client.

Section 8 WARRANTIES COVENANTS AND INDEMNIFICATION

8.1 Warranties and Covenants of Developer. Developer represents, warrants and covenants to Client the following:

- A. Developer has the full power to enter into this Agreement and perform the services provided for herein, and that such ability is not limited or restricted by any agreements or understandings between Developer and other persons or companies.
- B. Any information or materials developed for, or any advice provided to Client, shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by Developer from sources other than Client unless Developer has received specific authorization in writing to use such proprietary information or trade secrets.
- C. Except to the extent based on Client Content used as licensed to Developer in Section 5.4 and on licenses obtained by Client, the use, public display, public performance, reproduction, distribution, or modification of the Software Content and Documentation does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents. The use of the Developer Tools in the Software Content and Documentation does not and will not violate the rights of any third parties, including but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.
- D. Developer performance of this Agreement will not conflict with any other contract to which Developer is bound, and while developing the Software, Developer will not engage in any such consulting services or enter into any agreement in conflict with this Agreement.
- E. The Software Content and the Documentation was created solely by Developer, Developer's full-time employees during the course of their employment, or approved independent contractors who assigned all right, title and interest worldwide in their work to Contractor.
- F. Developer is the owner of all right, title and interest in the tangible forms of the Software Content and Documentation assigned herein, and all intellectual property rights protecting same. The Software Content and Documentation and the intellectual property rights protecting them are free and clear of all encumbrances, including, without limitation, security interests, licenses, liens, charges or other restrictions.

- G. Developer has maintained and will maintain the Source Material in confidence.
- H. The Software Content and the Documentation is not in the public domain.

8.2 Developer's Indemnity. Developer agrees to defend, indemnify and hold harmless Client and its directors, officers, its employees, sublicensees, and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of such claims, including without limitation claims of:

- A. alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software Content or Documentation unless based on the use of the Client Content or on licenses obtained by Client;
- B. any use of confidential or proprietary information or trade secrets Developer has obtained from sources other than Client;
- C. Any negligent act, omission, or willful misconduct of Developer in the performance of this Agreement; and
- D. the breach of any covenant or warranty set forth in Section 8.1 above.

8.5 Obligations Relating to Indemnity. Developer's obligation to indemnify requires that Client notify Developer promptly of any claim as to which indemnification will be sought and provide Developer reasonable cooperation in the defense and settlement thereof.

8.6 Client's Indemnification. Client agrees to defend, indemnify, and hold harmless Developer and its directors, officers, its employees and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of the breach of the following covenants and warranties:

- A. Client possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder.
- B. The performance of the terms of this Agreement and of Client's obligations hereunder shall not breach any separate agreement by which Client is bound.

C. The use, public display, public performance, reproduction, distribution, or modification of Client Content in accordance with the license granted to Developer in this agreement does not and will not violate the rights of any third parties including, but not limited to, copyrights, trade secrets, trademarks, publicity, privacy, and patents.

8.5 Obligations Relating to Indemnity. Client's obligation to indemnify requires that Developer notify Client promptly of any claim as to which indemnification will be sought and provide Client reasonable cooperation in the defense and settlement thereof.

Section 9 TERMINATION

9.1 Termination for Non-Performance or Delay. In the event of a termination of this Agreement by Client pursuant to Paragraph 3.2 hereof, Client will have no further obligations or liabilities under this Agreement. Client will have the right, in addition to all of its other rights, to require Developer to deliver to Client all of Developer's work in progress, including all originals and copies thereof, as well as any other materials provided to Developer by Client or third parties, or created by Developer under this Agreement. Developer may keep any milestone payments which have been paid or are due under Schedule "A", and such payments shall be deemed payment in full for all obligations of Client under this Agreement, including full payment for all source code, object code, documentation, notes, graphics and all other materials and work relating to the portion of the Software and the assignment or licenses of rights relating to the Software which has been completed as of the time of termination.

9.2 Termination for Convenience. Client shall have the right at any time to terminate this Agreement upon fifteen (15) days notice by giving written notice of termination to Developer. Developer shall immediately cease all work on the Software. In the event of such termination, Client's entire financial obligation to Developer shall be for then accrued payments due under the Development Schedule, plus the prorated portion of the next payment, if any, due with respect to items being worked on but not yet delivered at the time of termination. The pro-rata payment shall be calculated by determining what percentage of the total work required for the next milestone has been completed by the date of Developer's receipt of the termination notice.

9.3 Automatic Termination. This Agreement will be terminated automatically, without notice, (i) upon the institution by or against Developer of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Developer's debts; (ii) upon Developer

making an assignment for the benefit of creditors; or (iii) upon Developer's repudiation of the contract.

Section 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the laws of the state of California, and all claims and/or lawsuits in connection with agreement must be brought in the Superior Court for the County of Los Angeles.

Section 11 MISCELLANEOUS PROVISIONS

11.1 Notices. For purposes of all notices and other communications required or permitted to be given hereunder, the addresses of the parties hereto shall be as indicated below. All notices shall be in writing and shall be deemed to have been duly given if sent by facsimile, the receipt of which is confirmed by return facsimile, or sent by first class registered or certified mail or equivalent, return receipt requested, addressed to the parties at their addresses set forth below:

If to Developer:

Joe Atalla

If to Client:

Southern California Jt. Pole Committee
437 S. Cataract Ave., Unit 3
San Dimas, CA 91773
Attn: Jennie Corella

11.2 Entire Agreement. This Agreement, including the attached Schedules which are incorporated herein by reference as though fully set out, contains the entire understanding and agreement of the parties with respect to the subject matter contained herein, supersedes all prior oral or written understandings and agreements relating thereto except as expressly otherwise provided, and may not be altered, modified or waived in whole or in part, except in writing, signed by duly authorized representatives of the parties.

- 11.3 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to any law, the remaining provisions shall remain in full force and effect as if said provision never existed.
- 11.4 Assignment. This Agreement is personal to Developer. Developer may not sell, transfer, sublicense, hypothecate or assign its rights and duties under this Agreement without the written consent of Client. No rights of Developer hereunder shall devolve by operation of law or otherwise upon any receiver, liquidator, trustee, or other party. This Agreement shall inure to the benefit of Client, its successors and assigns.
- 11.5 Waiver/Amendment. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless consented to by both parties in writing. No failure or delay by either party in exercising any rights, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy.
- 11.6 Agency. The parties are separate and independent legal entities. Developer is performing services for Client as an independent contractor. Nothing contained in this Agreement shall be deemed to constitute either Developer or Client an agent, representative, partner, joint venturer or employee of the other party for any purpose. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Developer is an independent contractor, not an employee of Client. No employment relationship is created by this Agreement. Developer shall retain independent professional status throughout this Agreement and shall use his/her own discretion in performing the tasks assigned.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

Client:

Developer:

By: _____
Print Name:

By: _____
Print Name:

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

May 13, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 11:55 a.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Ms. Shawn Henderson	AT&T Wireless
Mr. Robert Wolfe	AT&T California
Ms. Velma Prouty	AT&T California
Mr. Steve Rodriguez	T-Mobile USA
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing the only primary concern of the ad hoc and this is **Item 1435: iPAM Contract Phase I Completion**. Mr. Chow reported that Ms. Corella had a conversation with Mr. Atalla of Hyperlink in regards to some questions prompted from the previous meeting. She documented a summary of the conversation (see attachment).

Mr. Chow stated that his interpretation from the documentation of the conversation that transpired is that Hyperlink would be compensated for developing iPAM partially from the monthly fee of \$5,450.00. Initially, it was thought that the current contract the ad hoc is reviewing, and revising in the amount of \$16, 500.00 to complete iPAM would give the committee ownership of the application. He added through no fault of either Hyperlink, or the committee the issue of ownership has been misinterpreted. He further added that he sent the memo to the members in order that they prepare for the ad hoc meeting.

Mr. Chow stated that if Hyperlink intends on recovering costs on the monthly licensing/maintenance contract, he would agree to it, but this fee must terminate at some point in time. He further stated that the ad hoc must agree on which direction they intend to move forward.

Ms. Corella stated that Mr. Atalla could provide the committee a quote to purchase iPAM outright, and the monthly maintenance fee would not include the licensing fee decreasing the \$5,450.00 quote.

Ms. Corella reiterated the memo stating that per Hyperlink, the committee owns iPOLE, but does not own iPAM. As stated in the memo, iPOLE was delivered per specs, and due to no fault of Hyperlink the committee did not utilize the software.

Ms. Prescott stated that Hyperlink took iPOLE, which is owned by the committee, and developed iPAM. She further stated that perhaps legal should review the iPOLE contract to determine if Hyperlink is allowed to create another program using iPOLE specs. She added that in her opinion, the committee should own iPAM, and added that it would behoove the committee to own iPAM.

Mr. Chow stated that if the committee owns iPAM, Hyperlink is not allowed to reproduce it for sale. However, he added that the committee may own the source code, but Hyperlink could give the program another name, and make minor changes. In this case the application is not reproduced. He added that he personally does not have a problem with Hyperlink moving in this direction. He added that his primary concern is that Hyperlink delivers and serves the committee with the best intentions in creating the software for the committee.

Ms. Prescott stated that Hyperlink could work with the members individually to develop a program for their respective organizations that would interface with iPAM, thus creating a simpler JPA processing method in house.

The consensus is that the committee does not wish to pay a licensing fee in perpetuity. It was agreed to pose some further questions to Hyperlink.

The following questions are:

1. What is the total cost of iPAM should the committee opt to purchase it upon completion?
2. In the Hyperlink quote, it lists what the \$5,450.00 entails; however, the committee would like a detailed breakdown of how the money is allocated against the ten listed items.
3. At the end of the 36-month maintenance/licensing contract, does the SCJPC own iPAM?
4. Please give a complete user break down of the licensing fee – 1000 users add \$900.00 – what about 1050 users etc.
5. What is Hyperlink's succession plan – should Hyperlink terminate?

It was agreed to contact the committee legal to inquire if Hyperlink is allowed to create another program using the data, specs and ideas used to create iPOLE, which is custom software created for the committee, and the committee use exclusively. The objective is to determine if the committee does in fact own iPAM since Hyperlink used iPOLE as a type

of template to create iPAM, and placing iPAM on a different platform than iPOLE.

There were no miscellaneous items.

Review of action items:

- Send communication to Hyperlink posing the five questions.
- Send communication to committee legal regarding iPOLE ownership, and right to use iPOLE as a template to create another software.

The meeting adjourned at 12:40 pm, until June 10, 2008.

Jennie Corella - Manager of Operations

Attachment

Southern California Joint Pole Committee

437 So. Cataract Ave. No. 3
San Dimas, CA 9177
Phone (909) 592-4001
Fax (909) 592-4636
www.scjpc.org

DATE: April 24, 2008
TO: Larry Chow – Chair, Computer Communications Ad Hoc Cttee
FROM: Jennie Corella – Manager of Operations
SUBJECT: **iPAM Maintenance Support**

From the previous ad hoc committee meeting, a question arose in regards to the term “license” in the maintenance agreement submitted by Hyperlink. Hyperlink is requesting a monthly payment of \$5,450.00 to include:

- Licenses for up to 500 Users (for 1000 users add \$900.00)
- 50 CDs delivered to SCJPC members
- Servers, firewalls, switches
- Microsoft SQL servers
- Microsoft servers
- Data Center hosting
- Maintenance and support for hardware
- Maintenance and support for iPAM
- Upgrades
- Minor modifications up to 20 hours a month

Mr. Atalla stresses that this is a turnkey solution.

The question the ad hoc members have is why pay a licensing fee when you own the software in question. We posed this question to Mr. Atalla and following is his response.

AT&T CALIFORNIA
AT&T COMM. OF CALIF., INC.
AT&T LOCAL SERV/TCG
AT&T MOBILITY
CITY OF ANAHEIM
CITY OF AZUSA
CITY OF BANNING
CITY OF BURBANK
CITY OF COLTON
CITY OF GLENDALE

CITY OF LOMPOC
CITY OF LOS ANGELES
CITY OF PASADENA
CITY OF RIVERSIDE
CITY OF VERNON
EXTENET SYSTEMS
GOLDEN STATE WATER
M-POWER (ICG)
MCI METRO/ATS
MCI TELECOMMUNICATIONS

NEUPATH NETWORKS
NEXTG NETWORKS OF CALIFORNIA
SOUTHERN CALIF. EDISON CO
SPRINT L.P.
SPRINT PCS
T-MOBILE, USA (PBM)
TIME WARNER CABLE
VERIZON CALIFORNIA, INC.
VERIZON WIRELESS
XO COMMUNICATIONS(NEXTLINK)

He stated that the SCJPC does *not* own and has *not* paid for iPAM. The payment received by Hyperlink originally was for the completion of iPOLE. He further stated that iPOLE was developed per the specifications approved by the committee. Hyperlink delivered iPOLE as specified by the committee. He stated that the committee members (Mr. Dan Lewis and Mr. Ernie Solorzano agreed, and the iPOLE contract was signed off and paid for). It was then discovered that SCE and AT&T California could not use the software, because it required access to a port, and their respective IT departments did not approve opening the ports. Therefore, iPOLE was completed per specifications, but due to no fault of Hyperlink, the software could not be utilized. To this end Hyperlink offered to develop software to circumvent this problem, at no cost to the committee at that time. Therefore, Hyperlink created iPAM using the Internet in lieu of the necessary ports. Again, monies received by Hyperlink were for the development of iPOLE.

At a method of recovering all costs of the application expensed by Hyperlink, is to create a partnership where Hyperlink is to provide the software, support, hosting, maintenance and any licensing fees on a monthly basis. Mr. Atalla stated that if the SCJPC would wish to purchase and own iPAM, and not pay any licensing fees, he and the committee could most certainly agree on a cost. This would decrease the monthly maintenance cost.

We have noted that in the draft iPAM completion contract/agreement (dated 03/20/2008) under section 5 – 5.1 Client's Ownership Rights, it states that, "the Software, are and shall be the property of Client". Please note that Mr. Atalla has not viewed a single page of this draft contract/agreement.

Angela and I are of the opinion that you, and the ad hoc members should be aware of this information at this time prior to the next ad hoc meeting.

If you have any questions, or concerns, please do not hesitate to contact me, or Angela.

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

June 10, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 1:15 a.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Ms. Shawn Henderson	AT&T Mobility
Mr. Robert Wolfe	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing the only current issue on the agenda, **Item 1435: iPAM Contract Phase I Completion**. Mr. Chow reported that from the last meeting, a list of questions were compiled and sent to Mr. Atalla. Mr. Atalla has responded, and the members were sent a soft copy via email (see attachment I). He inquired if any members required a copy of the questions/responses.

The first response discussed was number one, the cost of purchasing iPAM. The cost quoted by Mr. Atalla is \$375,000.00.

Ms. Hernandez inquired about the question to be posed to the committee legal in regards to iPOLE ownership, and duplication.

Ms. Corella responded that she did send a correspondence to Mr. Adams, the committee legal (see attachment II). The members viewed the correspondence sent to legal.

Mr. Chow stated that in his opinion, Mr. Atalla has a good argument in stating that he built iPAM from the ground up.

Ms. Corella reported that iPOLE has been paid in full. The current contract of \$16,500.00 is to complete iPAM to interface with FRIEND, the current JPC database. Originally, iPAM was created to interface with Clipper, the previous JPC database, which in the interim of creating iPAM, the Clipper database crashed.

Ms. Prescott stated that without iPOLE, iPAM could not have been created. Mr. Atalla has taken all the knowledge from iPOLE and created iPAM.

Mr. Autrey questioned why Hyperlink is requesting the amount of \$16,500.00 to complete the application. Ms. Pranata responded that in her opinion, if the committee opts to purchase iPAM, this amount would be included in the purchase cost.

Ms. Prescott stated that it is imperative that the committee communicates with the committee legal to gain an understanding of how it is possible to owe iPOLE, and not iPAM when they are almost identical applications. She added that we did not know if a new source code had to be entirely written, and how much work was involved in creating iPAM. She stressed that the committee must speak with their attorney.

Mr. Wolfe stated that the idea that iPOLE was used to aid in creating iPAM, and the committee owns iPOLE, there is a possibility of counter offering since the committee has iPOLE ownership. The counter offer might state that since a percentage of iPOLE was used in creating iPAM the committee is entitled to a discount percentage. This could open the negotiation

Mr. Chow inquired if it is absolutely necessary for the committee to owe iPAM. Is there a problem with licensing the software? He added if the application performs as the committee has requested, does licensing seem unreasonable?

Ms. Prescott stated that without ownership, Hyperlink could raise the licensing fee periodically.

Mr. Chow responded that the committee would always own their database.

The members reviewed the old iPOLE contract, and the contract has been signed and paid. Again, the issue is the right of Hyperlink to take the iPOLE specifications, and create iPAM and then sell back to the committee the iPAM software.

Mr. Atalla states that the committee, via Mr. Dan Lewis, and Mr. Ernie Solorzano, signed off on iPOLE that Mr. Atalla fulfilled his contract commitment and met the specifications.

Ms. Corella stated that this was a verbal release.

The members reviewed question #3. Mr. Wolfe stated that this option could be reasonable in that at the end of 36 months, the committee could opt not to purchase iPAM if it does not perform as expected.

Ms. Prescott stated that the committee is in need of legal direction. It was agreed to forward the Hyperlink question/answer document to the attorney. The committee would wait for the response from the attorney, and then arrange a meeting with the attorney at their office to directly address their concerns. The committee is aware that they are not aware if the quote given by Hyperlink is reasonable or not. Therefore, the idea

of engaging an IT consultant to interface with Hyperlink and committee was briefly discussed.

There were no miscellaneous items.

Review of action items:

- Send Hyperlink question/answer document to attorney
- Check status of response to letter (attachment II) sent to attorney
- When attorney responds to letter, arrange meeting with attorney at this office.

The meeting adjourned at 1:45 pm, until July 16, 2008.

Jennie Corella - Manager of Operations

ATTACHMENT I

QUESTIONS FOR HYPERLINK PER MAY 13, 2008 AD HOC MEETING:

1. What is the total cost of iPAM should the committee opt to purchase it upon completion?

We have not anticipated giving a cost for iPAM; however, we will give SCJPS all rights to the software, source code and documentation for \$ 375,000. This amount is fraction of the actual cost.

2. If the committee owns the software, and chooses to utilize Hyperlink to maintain it, what would the monthly maintenance fee be?

Monthly hosting and maintenance will be approximately \$1450.00, this does not include any modifications. It includes hosting, backup, and software maintenance; it does not include any hardware costs.

3. If the committee opts to agree on the Hyperlink maintenance quote, what are the options at the end of the 36-month contract? Would iPAM be considered owned, or what would remain in payment to gain ownership.

We are not in the business to make quick money. Our mission is to build a long term solutions with our clients. However, if you wish to own the software after 36 months, we would charge you the difference of 375,000 minus (5450.00 X 36) which is 178800.00.

4. In the Hyperlink quote, it lists what the \$5,450.00 entails; however, the committee would like a detailed breakdown of how the money is allocated against the ten items.

Hosting and maintenance	\$1450.00/month
Licensing	\$4000.00/month

Licensing will include minor modifications and software updates. Since we will be maintaining the application it would be to our benefits as well as yours to make sure the software is always updated with the current technologies. So again, when we quoted it you, we combined many factors to make sure you got the best price possible.

5. If we exceed the original 500 users, could we break down the additional \$900.00 in increments of \$180.00 per 100 users, and/or \$90.00 per 50 users?

When we quoted you, we did not use the standard per user license because it would cost you more. We simply based it on the fact that there will be more issues/incidents as the number of users increase. However, if you wish for options to pick from here is a list:

- | | |
|--|-----------------|
| 1. Hosting and maintenance | \$1450.00/month |
| 2. Software modifications (20 hours) | \$1900.00/month |
| 3. Licensing (5/per user with 500 users minimum) | \$2500.00/month |
| 4. Hardware lease to support up to 1000 users | \$ 500.00/month |

6. Does Hyperlink maintain a continuity/succession plan should Hyperlink terminate?

Yes, we do have a continuity/succession plan, our normal plan are as follows:

1. We normally place a copy of the source code and complete documents with an escrow software company or in this case we will trust the source code and all documentation with SCJPC to be used only in the unlikely event Hyperlink TM is no longer able to maintain and support the software.

We will provide an alternate to Hyperlink TM that is able to support the application in the unlikely event Hyperlink TM is no longer able to maintain and support the software.

Attachment II

**Southern California Joint Pole Committee
437 So. Cataract Ave. Suite 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636
Email: scjpc.net**

June 6, 2008

Mr. Roger Adams
Adams, Hawekotte & Hudson
201 South Lake Avenue Suite 606
Pasadena, Ca. 91101-3081

Re: Duplication of Software/Parent Company Guarantee

Dear Mr. Adams,

I am writing on behalf of the Southern California Joint Pole Committee, in regards to two separate concerns. The committee is seeking your direction on the following two issues:

1) Duplication of Software

This issue concerns the iPOLE contract with Hyperlink Technology where the committee engaged Hyperlink to develop a custom software application. The application was developed, and the contact was paid as agreed. However, after development, it was discovered that the platform of the iPOLE application was not compatible with all committee members, therefore; the application could not be utilized. Hyperlink then took the specifications of iPOLE and created another software application on a different platform and named it iPAM. The question is

Enclosures

AT&T CALIFORNIA
AT&T COMM. OF CALIF., INC.
AT&T LOCAL SERVICES
AT&T MOBILITY
CITY OF ANAHEIM
CITY OF AZUSA
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CITY OF BANNING
CITY OF COLTON
CITY OF GLENDALE

CITY OF LOMPOC
CITY OF LOS ANGELES
CITY OF PASADENA
CITY OF RIVERSIDE
CITY OF VERNON
EXTENET SYSTEMS
GOLDEN STATE WATER
MCI METRO/ATS
MCI TELECOMMUNICATIONS
M-POWER COMMUNICATIONS

NEWPATH NETWORKS
NEXTG NETWORKS
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T-MOBILE USA
TIME WARNER CABLE
VERIZON CALIFORNIA
VERIZON WIRELESS
XO COMMUNICATIONS

the right of Hyperlink to take all the information from iPOLE and duplicate to iPAM, when iPOLE is owned by the committee. Does this require Hyperlink to gain the permission from the party that owns iPOLE (the committee) in order to replicate another software?

Enclosed, please find a copy of the iPOLE Agreement. Please note on page one item 6; it alludes to the reproduction issue. However, since iPAM is not called iPOLE, and it sits on a different platform, does this constitute a direct reproduction of the original software? Hyperlink states that the committee owns iPOLE, but does not own iPAM since it is a completely different application. Again, is Hyperlink correct in his statement, or should he have gained permission, and paid a fee to utilize the iPOLE template and create iPAM?

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
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July 8, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 12:45 p.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Larry Chow	Southern California Edison
Mr. Steve Rodriguez	T-Mobile USA
Mr. Dennis Walls	City of Los Angeles (DWP)
Ms. Shawn Henderson	AT&T Mobility
Mr. Robert Wolfe	AT&T California (teleconference)
Mr. Cory Autrey	Sprint-Nextel
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened the meeting by addressing **Item 1435: iPAM Contract Phase I Completion**. Mr. Chow reported that Ms. Corella contacted him via email that the IT lawyer, Mr. Overing, would like to visit the JPC office and review all documents pertaining to iPOLE and Hyperlink. Mr. Chow added that prior to authorizing the visit, he would like to gain input from the fellow ad hoc members. He handed the discussion over to Ms. Corella.

Ms. Corella reported that in speaking with Mr. Overing, he stated that he would like to take the time to review all iPOLE and Hyperlink documents. She added that she has pulled all minutes, and invoices pertaining to Hyperlink and iPOLE. She further added that he stated that it appears that at one point in time, the committee gave Hyperlink their verbal approval to utilize iPOLE to develop iPAM.

Mr. Autrey inquired what document did Mr. Overing review stating that Hyperlink was given an verbal approval to use iPOLE to develop iPAM. Ms. Corella responded that he quoted a document dated August 2007.

Mr. Chow stated that without iPOLE, and its parts, Hyperlink would have required a greater length of time to develop iPAM; therefore, in his opinion, giving Hyperlink approval to utilize iPOLE to develop iPAM was a wise choice.

Ms. Haney stated that she is of the opinion, that Mr. Overing should be aware of the situation, since he is the committee IT legal advisor.

Ms. Corella responded that the last contract Mr. Overing worked on was the FRIEND contract, and he might be confusing the two applications. She added that her primary concern is the authorization of the expenditure of allowing Mr. Overing to review the documents. She further added that his hourly rate is \$400.00, and she is not certain how many hours would be spent reviewing the documents.

Ms. Prescott stated that in her opinion since the quoted cost of purchasing iPAM is \$375,000.00, the money would be well spent if Mr. Overing would determine from the documents a judgment to give the committee the answers, and direction that they seek.

Mr. Walls inquired if prior to the FRIEND situation, which placed the iPAM development on hold, did any of the members test the application at that point in development. He added that from his recollection, iPAM was time-consuming, and not user-friendly, and Mr. Atalla stated that he would make corrections and revisions to the application to address these issues. He is curious if the issues were corrected.

Ms. Prescott stated that it appeared user friendly once you gained knowledge of the process. Ms. Hernandez agreed with Ms. Prescott.

Ms. Hernandez stated that her understanding is that Hyperlink was moving iPOLE to a different platform in order to make the software accessible to all members.

Mr. Chow stated that since the ad hoc members are not IT experts, and Mr. Overing is an IT lawyer, perhaps he can answer the question of how difficult it is to move an application from one platform to another, and does the cost quoted by Hyperlink justify the work involved.

After extensive discussion, the consensus is to allow Mr. Overing to review the documents. The committee's concern and first question is the SCJPC ability to lay claim on the iPAM software based on the sequence of events. Second, did the SCJPC give Hyperlink an expressed or implied permission to utilize iPOLE to create iPAM? Ms. Prescott stated that the committee needs a definitive path forward in resolving iPAM ownership.

Mr. Chow suggested creating an outline of sequence of events for Mr. Overing to follow to aid him in compiling data to arrive at an accurate judgment.

Ms. Corella would contact Mr. Overing to arrange to date to visit the JPC office.

There were no miscellaneous items.

Review of action items:

- Contact Mr. Overing and arrange visitation date
- Create outline of sequence of events leading up to the present

The meeting adjourned at 1:15 pm, until August 12, 2008.

Jennie Corella - Manager of Operations

Southern California Joint Pole Committee

437 So. Cataract Ave. Unit 3

San Dimas, CA 91773

Phone (909) 592-4001

Fax (909) 592-4636

August 12, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 11:15 a.m., at the Committee office. Those in attendance were:

Ms. Sherri Goetz	Southern California Edison
Mr. Steve Rodriguez	T-Mobile USA
Mr. Dennis Walls	City of Los Angeles (DWP)
Ms. Shawn Henderson	AT&T Mobility
Mr. Robert Wolfe	AT&T California
Mr. Cory Autrey	Sprint-Nextel
Ms. Lynn Prescott	Verizon Wireless (teleconference)
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Agenda **Item 1435: iPAM Contract Phase I Completion** was discussed. Ms. Corella opened the meeting by distributing a work sheet reflecting monies paid to Hyperlink (see attachment). She reported that the first contract was for the development of iPOLE, maintenance and support. She added that the contract was paid in 36 installments. She distributed copies of several Hyperlink invoices, which reflect on the body the verbiage iPAM development. She stated that this reference on the invoice to iPAM might be the cause of the misunderstanding between iPole and iPAM.

She then reported that the second contract is for cleaning up bad records in the clipper database. The contract was paid in two installments. The primary problem with the Clipper records was the anchors. The objective was to clean the Clipper database to avoid any problems when the database was migrated to iPOLE. In the interim of the iPOLE contract payment schedule, the Clipper application crashed.

Hyperlink then proceeded to develop a SQL application that would replace the Clipper application. The final contract is for the development of FRIEND, the current application utilized at the JPC office.

Mr. Autrey inquired if Mr. Overing has reviewed the invoices that quote iPAM. Ms. Corella responded that he has not reviewed any

invoices; he has only reviewed the minutes. Mr. Autrey stated that perhaps Mr. Overing should be given a copy of the invoices.

Ms. Corella reported that originally Hyperlink was paid per the contract agreement, which was \$8,000.00 per month for 36 months. However, in the first year the ad hoc committee requested that Mr. Atalla break down his invoice reflecting how the \$8,000.00 was being applied.

Mr. Autrey inquired at what time was it discovered that not all members could utilize that iPOLE, due to the security port issue. Ms. Corella responded that it was in May 2004 per the minutes.

Ms. Corella reported that Mr. Chow, Ms. Prescott, Mr. Autrey, Mr. Rodriguez, Ms. Pranata and herself met with Mr. Atalla to gain an understanding of his proposal/quote for iPAM. The outcome of the meeting was a request from Mr. Atalla of a breakdown of hours and resources expended toward the development of iPAM to justify the total quoted cost of \$375,000.00.

Ms. Corella stated that Mr. Atalla sent her an email with the subject: iPAM explained (attachment II). She added that it appears that rather than a breakdown of hours and resources Mr. Atalla is explaining what constitutes the \$375,000.00 quote. She further added that she had been instructed to request from Mr. Overing a list of objectives and directives to aid the ad hoc in their meeting with Mr. Atalla. However; she did not receive the response from Mr. Overing until after the meeting.

Mr. Rodriguez reported that from the meeting, Mr. Atalla stated that iPAM is an entirely different program than iPOLE, and the entire program had to be re-written using the iPOLE specifications. He reiterated that the committee owns iPOLE and the source code; however, iPAM is a completely different application.

Mr. Rodriguez stated it appears that the total cost of iPOLE was \$109,800.00; therefore, the argument the ad hoc committee has is why has the cost of iPAM nearly tripled.

After extensive discussion, it was agreed that the members would meet after the next Board meeting to discuss these issues. It was agreed to send to Mr. Overing the invoices, and Mr. Atalla's iPAM explained and any other documents pertaining to this meeting..

There were no miscellaneous items.

Review of action items:

- The ad hoc would meet after the August 20, 2008 Board meeting
- Send Mr. Overing the email from Mr. Atalla, and the invoices.

The meeting adjourned at 11:50 pm, until September 9, 2008.

Jennie Corella - Manager of Operations

Attachment I

**SOUTHERN CALIFORNIA JOINT POLE
COMMITTEE
HYPERLINK TECH EXPENSES
May 2003-September 2004**

**DATA TAKEN FROM VENDOR
PURCHASE JOURNAL AND INVOICES**

Year		
5/2003 -4/2006	\$ 34,200.00	Office Intranet/Hardward Maintenance Support
5/2003 -4/2006	\$ 109,800.00	iPOLE/iPAM Development
5/2003 -4/2006	\$ 144,000.00	Host and Maintain iPOLE database and web site and recurring iPAM charges
Total	\$ 288,000.00	

12/2003	\$ 37,500.00	Clean up Clipper Database records- 1st pmt
2/2004	\$ 37,500.00	Clean up Clipper Database records-2nd Pmt
Total	\$ 75,000.00	

6/2006	\$ 32,500.00	Initial Pmt for FRIEND
7/2006	\$ 10,833.33	Second Pmt for FRIEND
8/2006	\$ 10,833.34	Third Pmt for FRIEND

12/2006	\$	10,833.33	Final Pmt for FRIEND
Total	\$	65,000.00	
Grand Total	\$	428,000.00	

Attachment II

IPAM Explained

Hello Jennie,

Here is the justification for the amount quoted for iPAM:

First and for most, iPAM development took twice the amount of time and resources than iPole. We started iPAM in 7/2004 until 8/2006 that is Two years of development versus one year. iPole was start in 2/2003 to 4/2004. The last error report for iPAM that we worked on was sent by Angela on 4/2006. Looking at this major difference you can tell that we have put twice the energy and resource on iPAM than iPole.

Here is a list of reasons why we vested more resources in iPAM development:

1) iPAM is different software, it uses Web services than direct connection to the database, which means that the web services had to be developed, tested and implemented. For web services to work they need to be hosted on a web server, a web server had to be setup. iPole was developed using Microsoft Visual Studio 6.0 and iPAM was developed using Microsoft Visual Studio .NET Technology.

2) In order to ensure that iPAM will work with all your members' sites, we have developed a separate application that was installed and tested with all of the sites, in fact, I myself visited four of your sites.

3) There were many features that were not included in iPole or its specification that made it to iPAM, these were necessary features, the major items were using the full screen versus 800X600 Resolution, Partial Completion was something discovered during iPAM training, Action Code was split into section codes and items codes for billing purposes, and many more. Database structure and design needed to be changed as new features are introduced. It is very easy to see the difference, please review the iPole specifications and compare it with iPAM. Attached is a copy of iPole specification.

5) Database Changes

6) Data conversion software had to be modified to make sure that the data from Clipper was correctly converted to iPAM.

7) We have attended many meetings to settle the difference of opinions between members, few times an agreed upon request would be made until it was changed the following meetings, all these changes took a lot of programming and project management time.

8) New software requires new manuals and instructions. New manuals and instructions had to be created.

9) Training users on the new software had to be done, since the software and its functionality are changed.

10) Testing the application

It is easy to see the major difference in development time from iPAM to iPole by looking at the iPole specifications versus iPAM application; I believe iPAM speaks for itself. iPAM is completely different software based on the specifications of iPole with many more needed enhancements. We have invested twice as much on iPAM as we did on iPole. If you require any reference to any of the materials mentioned in this email please let us know.

In summary, we want to earn your business as a long term satisfied customer, and now that we have justified the amount quoted for iPAM, we are willing to work with you on whatever your concerns are and we are confident we can arrive to a mutually beneficial arrangement.

Sincerely,

Joe Atalla
joe@gastle.com
951-377-5859

Attachment III

Agenda for Meeting with Hyperlink/Atalla

1. Ownership of the Software

The original contract with the Pole Committee was to move the database from DOS to SQL and the program was to be called iPole. The system didn't function well because it was designed to be implemented on individual pc's; which couldn't access the database over the web because of firewall concerns. (This seems to have been a design flaw, that could have been addressed by Atalla spending more time with Committee members to learn what was required to make the software function for all members). Further, during early testing, many of the features (for example, the "help" menu) were disabled preventing the software from being tested. To the best of our knowledge, there is no issue about the fact that the Committee owns iPole.

To remedy the accessibility problems with iPole, Atalla undertook to create iPam. iPam was to be web-based, to avoid the problems with the firewalls. The web-based iPam seems to be functionally identical to iPole, which the Committee purchased from Atalla. All data utilized by both iPole and iPam is proprietary to the Committee and its individual members. I don't think the software can work without the Committee's data.

According to the minutes of meetings with Atalla, iPam was created during the development of iPole. Atalla has claimed ownership of iPam since the beginning, and has repeatedly offered the Committee "licenses" as opposed to ownership. This is counterintuitive. The Committee commissioned iPole; which didn't work. The "fix" was iPam, which is based on iPole and Committee owned data.

These issues are murky. Atalla began creation of iPam without a contract or a clear agreement about what was being developed or how it would work. Under the Copyright Act, this could be a close call if it were to be litigated. The Committee's position that iPam is merely an extension of iPole is the better argument, but Atalla does have a point that the Copyright Act provides protection for the author, when there are no contracts saying that the Committee owns the software. Thus, it seems that there is good reason to negotiate a resolution of the software ownership issues.

In a perfect world, the Committee should have Atalla create both iPole and iPam as "works for hire" so that the Committee would be the owner of both of the programs at the end of the day. Since this wasn't done at the front end, we need to negotiate it at the back end.

A close second choice would be for Atalla to assign all rights, title and interest in the software to the Committee.

A third choice would be for Atalla to grant the Committee an **exclusive** license to the Committee to use the software.

The final (and least favorable) choice would be a less-than-exclusive license to use the software.

In any and all events, the agreement must be documented.

Remember that the biggest bargaining chip the Committee has would be to cancel the contract and find someone else to complete the creation of the software.

2. Performance Standards. At present, it is unclear what the performance objectives are for the software, and Atalla has not been good about giving the Committee clear progress reports or even offered much in the way of assessing the quality of his work. I suggest that you go over the following outline with him:
- a) When will the software be completed so that it can be tested by all members? What is the time frame? What resources are still required to make this happen? What is necessary from the Committee? What happens if the Committee doesn't like what is developed? How will he fix it? How long will it take to fix it?
 - b) Reliability: The Website must be fully operational 99.97% of the time. What is the user interface like? Will it function as required for the Committee members?
 - c) Server Response Time: The Website should be responsive immediately, and in no event less than 1 second response time; "response time" is defined as server response time only and excludes network transmission time.
 - d) Browser Compatibility: The Website interface should be compatible with Internet Explorer and such other browsers as used by the Committee.
 - e) Security: The site where the data is uploaded and resident must be a protected and secure data center environment with physical access restricted to authorized personnel, network and remote access for end users restricted by firewall and other electronic means and backup power supplies to provide uninterrupted supplies of electricity. Unauthorized access should be prohibited to restricted areas of the Website and any databases or other sensitive material generated from or used in conjunction with the Website.
 - f) Automatic Server Failover: Wherever the data is resident, an automatic failover of computer hardware servers must be used supporting the Website so that failover of any one computer hardware server will not affect nor disrupt the delivery of text, graphics, or other information to users of the Website.
 - g) Site Backup: a complete and current copy of the Website should be maintained on a server located at a remote location. In the event that service is interrupted to the Website, the remote server shall be immediately activated so that the user's access to the Website continues without interruption.
 - h) Security Monitoring: If Atalla hosts the Website, he must maintain a plan for identifying and avoiding losses of data or programs, breaches of security, viruses, and disabling or harmful devices on the computers operated in connection with the design, hosting, operation and maintenance of the Website. Such plan shall include notification of the Committee in the event of any such occurrence. He should maintain insurance equal to the cost of replacing the data in the event of fire, flood, theft, etc.
 - i) Facilities Management: There must be a facilities management plan, including data backups, computer hardware maintenance, network hardware maintenance, installation of software updates and fixes as supplied by the manufacturers of the computer and network hardware in place.
 - j) Response time: In the event of a problem, Atalla must be immediately responsive. What plan does he have to assure that responsiveness?
 - k) Atalla should provide real-time tracking of submissions from users, including statistics, user identities and utilization rates.

- l) Atalla should design, create, print and distribute to the Committee in a timely manner a user friendly paper version of the reports available online.

Southern California Joint Pole Committee
437 So. Cataract Ave. Unit 3
San Dimas, CA 91773
Phone (909) 592-4001
Fax (909) 592-4636

October 8, 2008

A meeting of the **Computer ad hoc Committee** took place on the above date, at 2:00 p.m., at the Committee office. Those in attendance were:

Mr. Larry Chow	Southern California Edison
Ms. Sherri Goetz	Southern California Edison
Mr. Steve Rodriguez	T-Mobile USA
Ms. Shawn Henderson	AT&T Mobility
Mr. Robert Wolfe	AT&T California (teleconference)
Mr. Cory Autrey	Sprint-Nextel
Ms. Lynn Prescott	Verizon Wireless
Ms. Lupe Hernandez	AT&T Wireless
Ms. Paula Haney	NextG Networks
Ms. Jennie Corella	Committee Staff
Ms. Jean Baccus	Committee Staff
Ms. Angela Pranata	Committee Staff

Mr. Chow opened discussion on agenda **Item 1435: iPAM Contract Phase I Completion**. Ms. Prescott stated that the ad hoc is of the opinion that they own the iPAM software; therefore, there is no need to license it. However, the perception of Mr. Atalla is that the committee owns iPOLE, but not iPAM. That the funds paid to Hyperlink are for the development of iPOLE. IPAM is a completely different program, which sits on a different platform than iPOLE. This disagreement between vendor and client is the current issue at hand within the ad hoc.

Mr. Chow shared his thoughts of taking the iPOLE source code and taking it to other vendors and requesting a quote for taking the iPOLE specifications and developing a web based application versus the client-server iPOLE application. He added that this would give the ad hoc an idea of the development value of iPAM, and also a benchmark to work with in regards to the cost quoted by Hyperlink. He further added that if the ad hoc intends on negotiating the cost with Mr. Atalla, then the committee would then have an idea what they feel is a reasonable cost of the application, and be prepared to come to the negotiating table.

The consensus is to draft a letter, and send to Mr. Atalla requesting the source code for iPOLE. Upon receipt of the source code the ad hoc would take the source code to an outside contractor (perhaps referrals from Mr. Overing), and the IT personnel within the members respective organizations, for a quote on taking the application from a

client server application to a web-based application. This would allow the ad hoc members the opportunity to arrive at a cost, which they feel, is equitable, and/or if they have the right to the iPAM application as it stands today.

There were no miscellaneous items.

Review of action items:

- Ms. Hernandez would sign a letter to Mr. Atalla requesting the source code for iPOLE

The meeting adjourned at 2:20 pm, until November 2008.

Jennie Corella - Manager of Operations