IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

Technology Collaboration Solutions Services

December 21, 2006

The purpose of this PCA is to provide CenterPoint Energy consulting and supply chain activities related to Connex's BPL solution.

Each of us agrees to modify the referenced Statement of Work as follows:

"IBM will provide services focused on Connex issues, Broadband over Powerline implementation and their components hardware, e.g. MV Gateway. IBM subject matter experts will meet at Corinex headquarters in Vancouver, Canada for 3 days to learn and understand how and where IBM can offer support to resolve the Corinex Issues and what resources will be required.

At the conclusion of this meeting, the team will create a full proposal for a consulting contract. We will put together a high level set of recommended changes and improvements and a Services Contract proposal to help Connex develop detailed implementation plans.

For this fact finding mission, IBM will provide subject matter expert consultants with the following technical backgrounds:

- a. Workshop Leader
- b. Electronic Card Design
- c. Electronic Card Assembly and Test Procurement
- d. Electronic Assembly Manufacturing Quality

The following is the initial Assessment Workshop outline to review Corinex product design, supply chain and quality:

- a. MV Gateway Product Design and Development
 - i. MV Gateway function/design overview
 - ii. Product development schedules and product test plans
 - iii. DFM/DFT attributes and practices
 - iv. Design Review process
 - v. Development Complete Criteria
- b. Corinex Supply Chain Management
 - i. Supplier Selection process and criteria
 - ii. Magnifecturing documentation and control processes with suppliers
 - iii. Supplier component and functional test plans
 - iv. Supply planning and demand fulfillment
- c. Corinex Supplier Quality assurance Process
 - i. Quality criteria measurement, monitoring and reporting

Project Change Authorization #31

For IBM Statement of Work,

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

- ii. Supplier process control
- iii. Production fallout problem analysis and tracking
- iv. Engineering Change management Process
- v. Supplier audits
- d. Field Fallure analysis
 - i. Field failure tracking
 - ii. Failure analysis process
 - Corrective action Process



This is a Type

The estimated start of the work is January 3, 2007.

Charges: There is a total price increase of for this Project Change Authorization. Travel and living expenses will be charged per the SOW. IBM will invoice you when the workshop is completed.

We agree to provide the Services described in this Project Change Authorization provided you accept this Project Change Authorization, without modification, by signing in the space below on or before December 31, 2006.

Each of us agrees that the complete agreement between us about these Services will consist of: 1) this Pro Change Authorization, and 2) the referenced Statement of Work and its prior Change Authorizations, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of es).

Agreed to:

CenterPoint Energy Services Company, LLC

Authorized Signa

Date:

Date 12-28-06 Authorized Name (print)

Authorized Name (print)

Customer Address: 1301 Travis St. (10th floor)

Houston, TX 77002

IBM Costomer Agreement Number: 9905005

International Business Machines Corporation

Reference Contract Number: CFT50VN

Page 2 of 3

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

Project Name or Identifier: Broad Band Over Power Lines Project Change Authorization Number: 31 ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM IBM Office Number: IBM Houston

IBM Office Number: IBM Houston

IBM Office Address: Two Riverway Suite 1500

Houston, Texas 77056

CenterPoint Energy Service Company, LLC

P. O. Box 4567 Housion, TX 77210

Agreement Date: 01/21/2005 Current Date: 05/07/2007

CONTRACT

Contract Number:

4600019787

To:

IBM

1503 LBJ FREEWAY DALLAS, TX 75234 Direct All Correspondence To:

Contact: Telephone: Sarepta Ridgeway 713-207-6395

Fax: Vendor Phone: 713**-207**-9**032** 713**-940-153**3

Vendor Number (HQ):

210236

Ship To: This is a Centralized Contract and

"Ship To" will be determined at

Purchase Order Release

Invoice To:

P. O. Box 1374

Houston, TX 77251

Valid From:

03/08/2006

Valid End:

01/20/2008

Freight Terms: Payment Terms: Origin Collect

Payment Terms: Payment Due Net 36 Days
Target Value:

Attn: John Milota

Email: jmilota@us.ibm.com

Internal Client: Jim Sheppard

WF # 00003518 PR # 4 27 9 54 20

**NOTICE TO VENDOR: Please include the Master Agreement number and WF # 00003815 on all invoices to ensure prompt payment.

Failure to reference these numbers will result in delay of payment.

SUPPLEMENT NO. 21

This supplement to the Master Agreement is issued to incorporate the following Change Request into the contract.

Attachment:

-- Project Change Authorization #34 - Dated 4/24/07.

This project change authorization will provide services to support new functionalities within a CNP AMI Portal environment, providing the following resources:

2 Portal Developers

1 eMeter Portal API Integration Developer and Initial Data Readiness -

1 Integration Tester -

1 Project coordination, requirements and documentation, Use Cases and end user trainer-

Project Management -

Total Hours -

Other Instructions:

- The Contract number must be shown on all invoices, shipping papers, packages, and correspondence pertaining to order.
- Invoice must separate materials from labor/services and must include make, model, and serial number of all installed equipment.

THIS ORDER IS PLACED SUBJECT TO CONDITIONS ATTACHED.

Page 1

CenterPoint Energy Service Company, LLC

P. O. Box 4567

Agreement Date: 01/21/2005 Current Date: 05/07/2007 Houston, TX 77210

Contract Number: 4600019787

CONTRACT

To: IBM

1503 LBJ FREEWAY DALLAS, TX 75234 Direct All Correspondence To:

Contact: Telephone:

Sarepta Ridgeway 713-207-6395

Fax: Vendor Phone: 713-207-9032 713-940-1533

Vendor Number (HQ):

210236

Ship To: This is a Centralized Contract and

"Ship To" will be determined at

Purchase Order Release

Invoice To:

P. O. Box 1374

Houston, TX 77251

Estimated Period of Coverage is 5/1/07 to 5/31/07.

All other terms and conditions of the original Master Agreement shall remain unchanged and in full force and effect.

The total number of hours and the total order value are estimates only. CenterPoint Energy does not warrant or guarantee that the actual number of hours or total order value will reach these numbers, or any other numbers. Consultant shall only be paid for those goods and services actually rendered and accepted in accordance with the contract documents.

******* END SUPPLEMENT NO. 21 *********

Project Change Authorization #34

For IBM Statement of Work,

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Buergy Service Company, LLC and IBM

April 24, 2007

The purpose of this PCA is to deliver the necessary initial workshops used for requirements and specifications gathering, develop the preliminary storyboard design specs and initiate development to support the following new functionalities within the CNP AMI Portal environment:

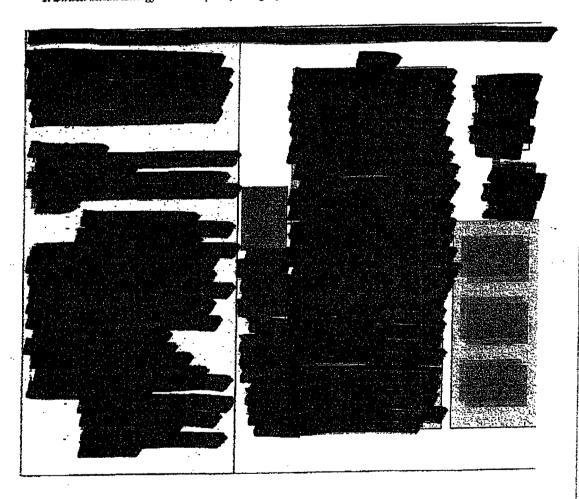
#	Requirement	Description
1	Simulate the Switching of a Retail Bacrgy Provider (REP) in a Puture Market Environment	Provide the ability to simulate a switch of a Retail Energy Provider immediately through the Consumer Portal in a potential future market environment. A desired outcome would be to tie this to the PUC "Power to Choose" Portal
2	Move in and Move Out with Meter Read	Provide the ability to Connect and Disconnect remotely through the CSR Portal in an Apartment Complex
3	Receive Usage Value and On De- mand Read (ODR) on Request	Provide the ability for the Communer to request and receive their re- cent usage data between a particular time period and if desired, an On Demand Read (sometimes referred to as an interactive read)
4	Energy Consumption Data (Hourly, Daily, and Monthly)	Provide the ability to display a Consumer's energy consumption in a graphical interface through Consumer, and CSR Portal. Also be able to provide available voltage characteristics.
	CCET - Demand Response and Load Management Pilot	Provide the ability for the Consumer's to control their home's temperature settings through Programmable Theomostats, allowing them to save energy while they are away or alceping. Provide the ability for CNP and the REP to directly monitor and control load (drop AC load) remotely.

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Services Company, LLC and IBM

II. The following describes the high level use cases/scenarios that are being addressed by this PCR.

1. Switch Retail Energy Provider (REP) - Legacy Market Environment leveraging AMS

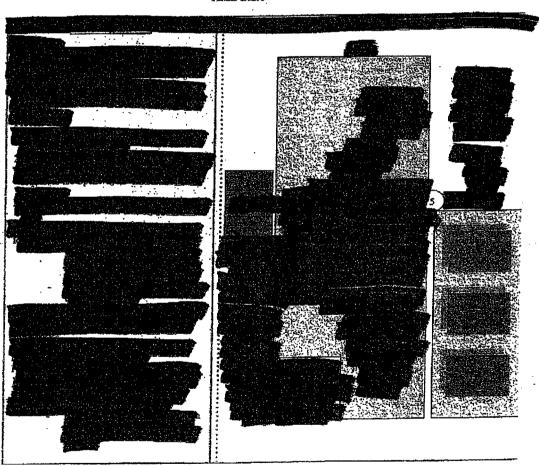


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IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

2. Same Day Switch Retail Energy Provider (REP) - Market Simulation, Potential Future AMS State

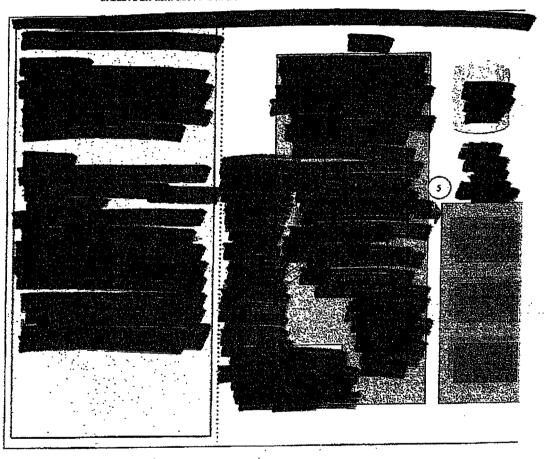


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IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

3. Move In and Move Out Potential Future Environment



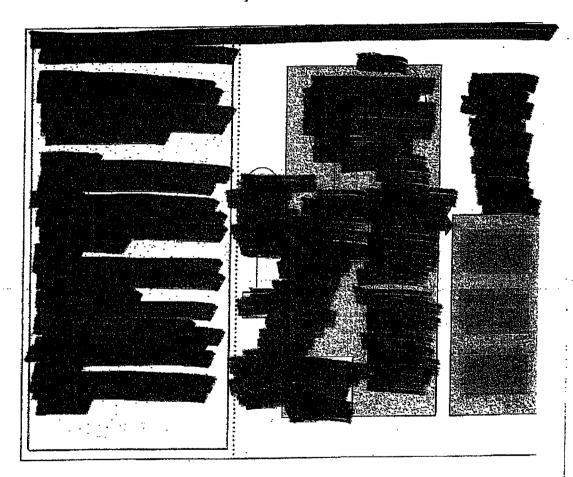
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IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CemterPoint Energy Service Company,

ILC and IBM

4. Recent Meter Read (with Date and Time Stamp) and an On Demand Read (ODR) on Request



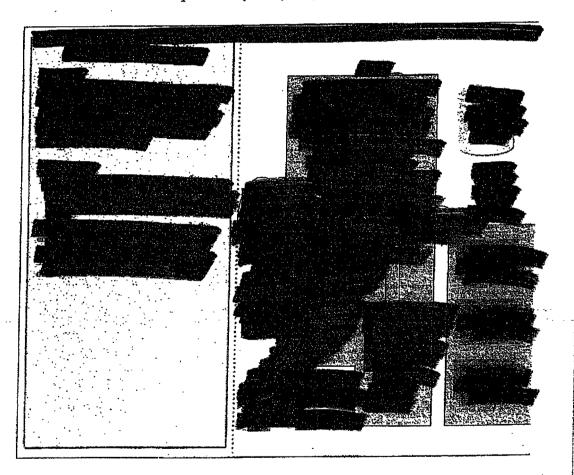
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IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company,

LLC and IBM

5. Consumption Data by Hourly, Daily, and Weekly



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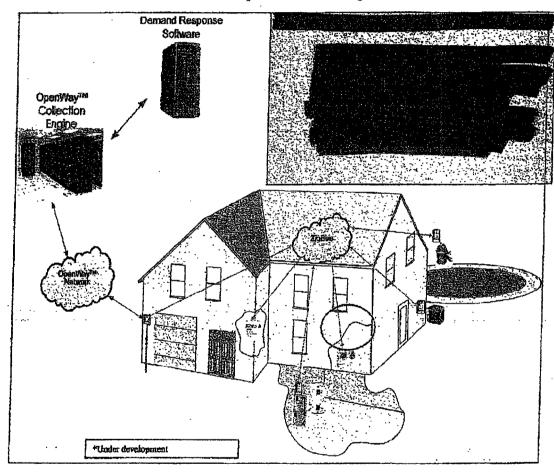
Project Change Authorization #34

For IBM Statement of Work,

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Bend Over Power Lines ("BPL") Services Statement of Work between CenterFoint Energy Service Company, 1.1.C and IBM

6. CCET - Demand Response and Load Management Pilot



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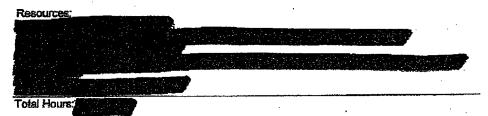
Project Change Authorization #34

For IBM Statement of Work,

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

III. The following are the resources and pre-requisites needed to execute on this PCA, based on an estimated delivery timeline of May 1, 2007 to May 31, 2007.



Equipment and Software Requirements and pre-requisites:

- 1. Apartment Rentals and contracting and services (Cable Provider, land lines, BPL, etc)
- 2. OpenWay Meters and Installation services depending on configuration chosen
- Cameras, UPS Hardware, Cabling, Appliances (lights, indicators, other)
- Thermostats and installation services, cycle control device for AC Compressor and visible indicators, potential in-Home displays if available
- Device Software (ie. Zigbee Thermostats LMS software from Comverge)
- 6. Load Demand Associated software if necessary
- 7. ECDC Based Duplicate AMI environment with Oracle Licensing and storage space
- 8. IBM collaboration Solution based on Blogs/Wiki's etc. plus setup and configuration
- 9. Stabilized and updated IBM Websphere Portal environment.
- 10. CNP DNS decision and solution

Thus the Original SOW will change:

From:

2.3 AMM Implementation Fee

AMM implementation Fees shall be on a time and material price basis for the project for the actual hours expended in performing AMM services at the agreed upon blended hourly rate of The total number of hours for this SOW is Company (Company). The hours + Company PCA#26 hours + Company PCA#26 hours). The hours will be distributed across the available resources as determined by project management but will not exceed either the total number of approved hours (Company) or the total approved price. The estimated IBM professional fees for this SOW are \$ (Conginal Company) + (Conginal Company) PCA#17 + (Conginal Company) PCA#25 + (Conginal Company) plus any applicable taxes.

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IBM Contract # CFTSOVN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between CenterPoint Energy Service Company, LLC and IBM

To

2.3 AMM implementation Fee

AMM implementation Fees shall be on a time and material price basis for the project for the actual hours expended in performing AMM services at the agreed upon blended hourly rate of The total number of hours for this SOW is (Consultable) hours. (Consultable) Original Hours + PCA#17 Hours + PCA#25 hours + PCA#26 Hours + PCA#34 Hours). The hours will be distributed across the available resources as determined by project management but will not exceed either the total number of approved hours (Consultable) or the total approved price. The estimated IBM professional fees for this SOW are \$ (Original PCA 34) plus any applicable taxes.

IBM's estimate of the total professional fees for the work described herein is extract. However, to support development of this capability, IBM will reduce the hours billed to and the fees paid by CenterPoint Energy by investing a maximum of up to

Therefore, the labor described herein will be performed on a time and materials basis at a net price of Section CenterPoint Energy will be charged only for the actual hours provided by IBM in performing these services. In addition, IBM will invoice CenterPoint Energy for the actual and reasonable travel and living expenses incurred by project staff in providing these services, which are estimated to be from

All other terms and conditions remain unchanged.

We agree to provide the Services described in this Project Charge Authorization provided you accept this Project Charge Authorization, without modification, by signing in the space below on or before April 30, 2087.

Each of us agrees that the complete agreement between us about these Services will consist of: 1) this Project Change Authorization, and 2) the referenced Statement of Work and its prior Change Amborizations, and 3) the IBM Customer Agreement or IBM Agreement for Services, as applicable (or any equivalent agreement signed by both of the constant of

Agreed to: Center Point Energy Services Company, Isla G Agreed to:

International Business Machines Corporation

Ву:

Page 9 of 10

IBM Contract # CFT50VN & CenterPoint # WF00010390

Broad Band Over Power Lines ("BPL") Services Statement of Work between Center Point Energy Service Company,

LLC and IBM

Authorized Signature

Date: 5 - 0 Date:

Page 10 of 10



CenterPoint Energy (CNP) Statement of Work (SOW) Bridge #1 Advanced Metering Continuation

March 25, 2008



The information in this proposal may not be disclosed outside of CenterPoint Energy, Inc. and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, CenterPoint Energy, Inc. will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of CenterPoint Energy, Inc. to use information contained in this proposal if it is obtained from another source without restriction. IBM retains ownership of this proposal.

This proposal is valid for 30 days from the date above.

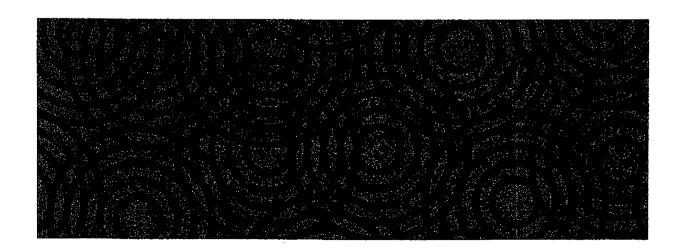




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1 IBM Statement of Work

This Statement of Work (SOW) describes the Work to be undertaken by IBM under the Master Agreement: Intelligent Utility Network (Master Agreement), CenterPoint Energy number 4600022270, IBM number {#####}, dated March 24, 2008.

Changes to this Statement of Work will be processed in accordance with the Appendix B-1 Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work.

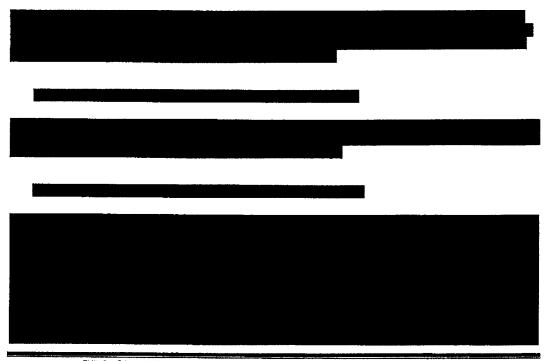
1.1 Additions to Statement of Work

The following are incorporated in and made part of this SOW:

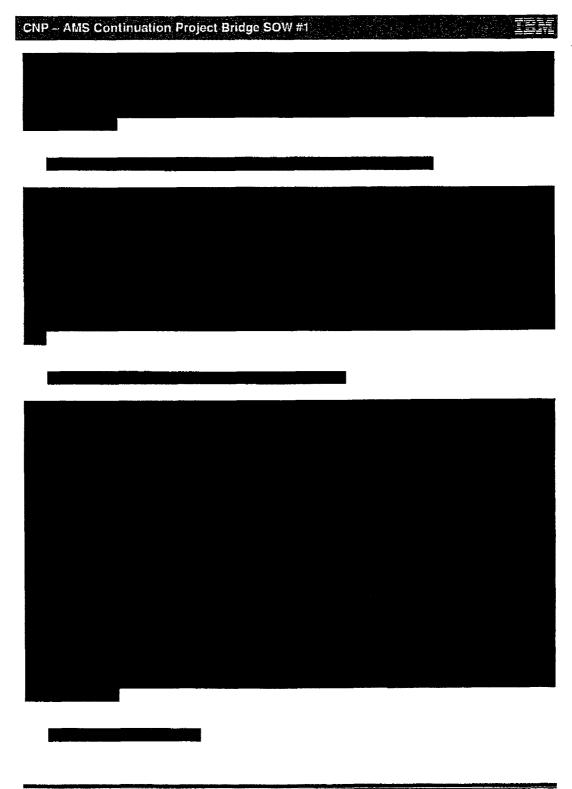
- SOW Appendix A Deliverables
- SOW Appendix B Project Procedures
- SOW Appendix Z Signature Document

All acronyms are listed in: SOW Appendix D.

1.2 Modifications to Master Agreement under this Statement of Work



CNP Confidential - IBM Confidential - Subject to Section 14 "Confidentiality" of the Master Agreement



CNP Confidential - IBM Confidential - Subject to Section 14 "Confidentiality" of the Master Agreement

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2 Project Scope

The purpose of this SOW is to sustain the existing Limited Deployment and to prepare for the advancement of the overall Solution for CenterPoint Energy by providing the following Work as defined in the Services section of this SOW:

- · Leverage and Enhance the Limited Deployment
- High Level Architecture Solution Design
- Extend Limited Deployment for Additional AMS Portal Capabilities
- SOA Initiative assist with the design and planning of the Enterprise Services Framework

These following tools will be supplied by CenterPoint Energy and used for this SOW:

- Microsoft Project
- Microsoft Word
- Microsoft Excel
- Visio

2.1 Project Management Scope

This section intentionally left blank.

2.2 Business Process Scope

This section intentionally left blank.

2.3 Software Scope

This section intentionally left blank.



2.4 Leverage and Enhance the Limited Deployment

The objective of this activity is to manage and maintain the current state of the Limited Deployment and create and install enhancements as described below.

JBM will:

- Provide problem remediation for the EnergyIP Application (Version 4.4.9).
- Monitor file and data transfers of the queues between the Limited Deployment and other CenterPoint Energy systems (CIS, CCS). All exceptions to be identified and acted upon following CenterPoint Energy identified processes
- Conduct root cause analysis on any data anomalies found for the existing 10,000 meters in the Limited Deployment between OpenWay, CIS, and the EnergyIP Application.
- Maintain the existing interface with Itron's OpenWay in support of the existing 10K meters included in the Limited Deployment.
- Maintain and coordinate the system interfaces between Itron devices and CenterPoint Energy and IBM supported systems with respect to the existing 10,000 meter deployment.
- MDM will be configured to be able to pull 15 minute interval data from all 10,000 meters
- Maintain and coordinate the relationship with eMeter, particularly as it relates to monitoring and providing input on future product releases.
- Provide daily metrics on meters that are being read in the EnergyIP Application and analyze and compare these statistics to those captured by the OpenWay DCE (Data Collection Engine).
- Implement OpenWay DCE upgrade(s) designated by CenterPoint Energy. (Current price reflects two upgrades.) The EnergyIP import adapter will be modified to account for the new WSDŁ. All changes will then go through the regression testing as defined in Appendix A.
- Review the adapters and interfaces between the EnergyIP Application and the OpenWay DCE to
 determine any impacts of the upgrade. (Current pricing reflects one adapter and up to three (3)
 adapter internal interfaces (resulting in no more than ten (10) files) would be modified, which will
 impact design, coding, and test.)

CenterPoint Energy will:

- Provide Application Maintenance and Operational Support for the EnergyIP Application component of the Limited Deployment
- Provide an Operation Lead (for data flow into and out of the MDM) that will be trained on the eMeter application
- Provide test specialist/coordinator to supplement the IBM team on testing of the MDM as a result
 of the DCE upgrades
- Provide a developer with the skills necessary to complete the specified deliverables to help support the EnergytP application and be trained on its use.
- Provide a DBA skilled resource with the skills necessary to complete the specified deliverables

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.



- Status Report
- Project Implementation Plan

2.4.1 AMS Performance Reports

Provide a means to track and report the meter data gathering system.

- Actual number count of Advanced meters "ready for reading" in the EnergyIP Application.
- Actual number count of Advanced meters reporting data to the OpenWay DCE provided by Itron.
- Actual reads from PP4 compared against the reads from EnergyIP
- Overall system performance reporting for 10,000 meter pilot, which includes communication system, data gathering, internal processing.
- Scan of eMeter database to pull data since last a report was run. This will allow data to be sorted and sent to REPs

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

 AMS Weekly Performance Reports and Comparison Spreadsheet and Monthly Comparison of EnergyIP application usage to PP4 meter reads

2.4.2 OpenWay DCE Upgrade Strategy

In support of the OpenWay DCE upgrade, the documents will report the results of the impact analysis of the interfaces of MDM due to the upgrades and discuss the strategy for proceeding with the upgrades.

- Results of impact analysis, including both technical and process impacts
- Conversion considerations
- High-level test strategy
- Deployment strategy, including target implementation date

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

OpenWay DCE Upgrade Strategy

2.4.3 AMS Limited Deployment Code Updates

Implement OpenWay DCE upgrade. This SOW does not include moving to the next release of EnergyIP (6.X) so the code updates will be made to the existing EnergyIP release 4.4.9.

CenterPoint Energy Responsibilities:

In support of this activity, CenterPoint Energy will:

- Continue to provide remote secure access via VPN to the Limited Deployment Pilot environment.
- Provide necessary personnel to support network and access issues that may arise.

CNP Confidential - IBM Confidential - Subject to Section 14 "Confidentiality" of the Master Agreement



Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

- Test Plan AMS Limited Deployment DCE Upgrade
- Test Results AMS Limited Deployment DCE Upgrade

2.4.4 High Level AMS Solution Architecture for Full Deployment

The objective is to design and document a high-level Solution Architecture which spans the current CenterPoint Energy IT environment, the Advanced Metering System (AMS) initiative and the AMS Communications Network.

IBM will:

Review existing architectural assets and findings from the AMS initiatives.

CenterPoint Energy Responsibilities:

In support of this activity, CenterPoint Energy will provide:

- An AMS single point of contact for this project
- A single point of contact from CenterPoint Energy IT
- Access to Architectural and Requirements documentation related to AMS Solution Design
- A Senior Consultant with the skills necessary to complete the specified deliverables

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

High Level AMS Solution Architecture Overview and Diagram

2.5 Extend Limited Deployment for Additional AMS Portal Capabilities

The objective of this activity is to extend the existing AMS portal focusing on Retail Electric Providers (REPs), the Home Area Network (HAN), and Demand Side Management. All parties recognize that this area is being discussed at Public Utility Commission of Texas ("PUCT") workshops and the outcome may drive new requirements and capabilities. These changes will be handled through the Change Control Procedure as defined in Appendix B.

IBM will:

Provide remote application maintenance and continued operations support of the Limited Deployment pilot environment (Servers located in CenterPoint Energy's data center) during the term of this SOW. This activity will include the general maintenance and any break fix operations needed to allow applications to continue to operate.



- Maintain the three (3) Core Portal Functionalities existing in the Limited Deployment (which
 consist of 15 medium complexity portlets): Remote Meter Connect/Disconnect, On Demand
 Meter Reads, and Online Meter Read History.
- Work with CenterPoint Energy to define the list of portlets to be developed for delivery during the term of this SOW. This SOW includes the effort to design, build and test up to two (2) additional Core Portal Functionalities with a combined total of up to 15 medium complexity portlets (comparable to the complexity of the existing portlets) in the Limited Deployment.
- Portlets IBM will deliver one technical design specification for each Core Portal Functionality designed and delivered in the scope of this activity Portal Portlet(s) in Limited Deployment. These design specification may be combined into one document. This deliverable is the implementation of the portlets and will require Web Services for Remote Portlets v. 1 or JSR 168.
- Provide up to 280 hours of Portal development to expose the web services needed to support the CCET project (move data extracts from MUDR to the portal)
- The purpose of this activity is to pilot load demand response, and determine whether the current Solution can support this activity.

CenterPoint Energy will:

- Provide a Websphere developer capable of completing the assigned deliverables to help support the Portal development with the skills necessary to complete the specified deliverables
- Provide a Business Analyst/Use Case resource capable of completing the assigned deliverables.
 This will include providing the IBM team the Portal story boards required for portal development.
- Provide a Senior Analyst/Tester capable of completing the assigned deliverables
- Work with the PUCT to gather incremental prioritized functional requirements. Expected functional requirements will be based on HAN, Demand Side Management (support CCET pilots), and Net Metering functionality. These requirements will be provided to IBM for development.
- Define the scope and responsibilities of a CenterPoint Energy Portal security/data management service, particularly as it relates to interactions with CenterPoint Energy internal groups, REPs and other 3rd party entities, e.g., define how the REPs will access the HAN.

Additional Portal Capabilities

The Additional Portal Capabilities will extend the existing AMS portal capabilities.

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

- Status Report
- Project Implementation Plan

2.5.1 Enhanced and Expanded Limited Deployment Portal

Enhanced and expanded Limited Deployment Portal.

 Expanded Limited Deployment Portal that has been tested and is functional against the specification.

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CenterPoint Energy Responsibilities:

In support of this activity, CenterPoint Energy will:

- Provide a WebSphere Portal server environment.
- Provide the ability to VPN into the server that hosts the portal application.
- Provide CenterPoint IT Design Standards for use by the team.
- Provide the necessary personnel to assist with the visual layout of the portlets
- Execute User Acceptance Testing.
- Provide access to REPs or other 3rd party providers/suppliers as requested by IBM and as selected by CenterPoint Energy.
- Provide IBM Functional Requirements Portal (Refined)
- Provide IBM Functional Design Specification
- Technical Design Specification

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

- Test Plan Portal Expansion
- Test Results Portal Expansion



2.6 This section left blank

2.7 Portal Portlet(s) in Limited Deployment

This deliverable is the implementation of the portlets into the Limited Deployment.

IBM Responsibilities:

In support of this activity, IBM will:

- Develop the Portal-based Code Package
- Migrate to the Limited Deployment each portlet, results to be reviewed and accepted by CenterPoint Energy. Acceptance is determined by performance against the functional requirements and functional design specifications.

Deliverables:

This deliverable is the implementation of the portlets into the Limited Deployment.

CenterPoint Energy Responsibilities:

In support of this activity, CenterPoint Energy will:

- Provide a minimum 60-days notice of intended CCET program activation.
- Provide the list of REPs and associated premise identifiers (e.g., ESID, ESN) for participants in the CCET program.
- Provide a WebSphere Portal Server environment.
- Provide the ability to VPN into the server that hosts the portal application.
- Provide CenterPoint IT Design Standards for use by the team.
- Provide access to REPs or other 3rd party providers/suppliers as requested by IBM and as selected by CenterPoint Energy.
- Execute User Acceptance Testing.

Deliverables:

Descriptions of these work products and deliverables are contained within the SOW Appendix A.

- Portal Portlet(s) in limited Deployment
- Test Plan CCET
- Test Results CCET



2.8 SOA Initiative

The objective is to assist CenterPoint Energy with the design and planning for an Enterprise Services Framework (ESF) based on Services-oriented Architecture (SOA). The scope of this engagement will be limited to high-level design and planning for the ESF. This will be conducted as a consultative effort to assist CenterPoint Energy. IBM will make a best effort to complete the Responsibilities within the hours allotted by CenterPoint Energy.

IBM Responsibilities:

In support of this activity, IBM will:

Provide Consulting expertise to CenterPoint Energy

CenterPoint Energy Responsibilities:

In support of this activity, CenterPoint Energy will provide:

- A CenterPoint IT Director as the primary point of contact for this project
- Access to CenterPoint Energy IT documentation
- Assignment of CenterPoint Energy IT resources to participate in this project

Deliverables:

None

2.9 Project Assumptions Key Assumptions and Baselines

This Statement of Work and IBM's estimates to perform the Statement of Work are based on Section 2, Project Scope; Section 3, IBM and CenterPoint Energy Responsibilities; Section 4, IBM Delivery and Approach and the following assumptions:

2.9.1 Key SOW Assumptions

- Work under this SOW will be performed at the CenterPoint Energy facility in CenterPoint Energy, except for any project related activity which IBM determines would be best performed on IBM premises in order to complete its obligations and responsibilities under this SOW. Such activity will be billable to CenterPoint Energy
- IBM will provide the Services under this SOW during normal business hours, {8:00 AM to 6:00 PM Monday through Friday}, except national holidays. If necessary, CenterPoint Energy will provide after-hours access to CenterPoint Energy facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules
- All non-IBM hardware included in this SOW must be approved by IBM's Product Safety Review
 Board. If any product does not meet IBM's product safety specifications, IBM will recommend to
 CenterPoint Energy a substitute or alternative product. This substitution, if any, will be managed
 through the Project Change Control Procedure in Appendix B-1, and may affect price, schedule,
 and other terms and conditions of this SOW.



- AMS portal infrastructure, as it currently exists in the Limited Deployment environment, will remain in place for the duration of this SOW. A second portal environment will be made available by CenterPoint Energy for the additional AMS pilot functions required.
- The following items are not included in the cost of this SOW:
 - Costs for any equipment, material, or union labor required to conduct the additional proof point tests or maintenance
 - Costs for any additional eMeter Software License or Annual Maintenance of the eMeter Application
 - Costs for remote admin support
 - Costs for training

2.9.2 SOW Baselines

The Limited Deployment limits the identified parameters to: 10,000 Installed Electric Meters, 500
Gas Meters, 40 BPL Circuits and 3 Substations.

3 IBM and CenterPoint Energy Responsibilities

3.1 IBM Project Management Responsibilities and Key Personnel

In addition to the tasks and services provided within the "IBM Delivery and Approach" section of this SOW, IBM will undertake the following activities:

3.1.1 IBM Project Management Responsibilities

IBM will provide ongoing project management across all phases and releases of the project for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.

Project Managers from IBM and CenterPoint Energy will be identified who shall have primary responsibility for that party's activities in connection with that Statement of Work. Approval of the terms and scope of Statements of Work shall be first by the IBM Project Manager, then by the CenterPoint Energy Project Manager. However, no Statement of Work shall become effective until signed by an authorized contracting representative of each party, who in no instance shall be a Project Manager. The Project Managers shall be responsible for obtaining final approval of Statements of Work from the authorized contracting parties in their respective organizations.

- At the start of this project, IBM shall be allocated up to 100 hours during which time the IBM and CenterPoint Energy Project Managers will develop a work plan including, but not limited to a project plan with projected start and end dates, deployment plan, resource allocation, The IBM Project Manager will review and obtain written approval from the CenterPoint Energy Executive Sponsor prior to proceeding with the Work.
- At the end of each phase, the IBM Project Manager and the CenterPoint Energy Project Manager (if applicable) will conduct a Phase Review which will include validation of exit criteria for the phase, and lessons learned. In addition, the exit criteria for each phase will include a requirement for the IBM Project Manager to develop the work plan, resources and effort estimate for the next phase and gain their approval from the CenterPoint Energy Executive Sponsor.
- IBM is to provide ongoing project management for the IBM specified responsibilities in each SOW. The purpose of this project management activity is to ensure that the necessary technical direction and control of IBM project personnel is provided for project planning, communications, reporting, procedural and contractual activity. In the execution of the Statements of Work, IBM should conform to the following tasks:
 - Review the SOW and the contractual responsibilities of both parties with the CenterPoint Energy Project Manager assigned to that project
 - Maintain project communications through the CenterPoint Energy Project Manager
 - Coordinate with CenterPoint Energy, the establishment of the project environment
 - Establish and receive approval from CenterPoint Energy for the documentation, procedural, and Acceptance standards and criteria for Deliverables
 - Prepare and maintain a Project Plan which lists the activities, tasks, assignments, milestones, performance metrics, and estimates for performance of each SOW. This Project Plan must be an integral part of the overall program plan.



- Review with CenterPoint Energy project tasks, assignments, schedules, assumptions and resources and make changes or additions, as appropriate. Measure and evaluate progress against the Project Plan with the CenterPoint Energy Project Manager assigned to project
- Review the IBM standard invoice format and billing procedure to be used on the project with the CenterPoint Energy Project Manager and receive approval.
- Work with the CenterPoint Energy Project Manager and Executive Sponsor, as necessary, to address and resolve deviations from the Project Plan
- In conjunction with the CenterPoint Energy Project Manager, conduct regularly scheduled project status meetings
- Prepare and submit Status Reports to the CenterPoint Energy Project Manager on a predetermined schedule but no less frequent that bi-monthly.
- Administer the Project Change Control Procedure through the CenterPoint Energy Project Manager
- Work in conjunction with CenterPoint Energy technical personnel and coordinate and manage the technical activities of IBM project personnel
- At the start of this project, IBM shall be allocated 100 hours during which time the IBM and CenterPoint Energy Project Managers will develop a work plan including, but not limited to a project plan with projected start and end dates, deployment plan, resource allocation, MS Project plan, Deliverables, completion dates, coordination effort, and estimated costs tied to milestones and Deliverables. The IBM Project Manager will review and obtain written approval from the CenterPoint Energy Executive Sponsor prior to proceeding with the Work.
- At the end of each phase, the IBM Project Manager and the CenterPoint Energy Project
 Manager (if applicable) will conduct a Phase Review which will include validation of exit criteria
 for the phase, and lessons learned. In addition, the exit criteria for each phase will include a
 requirement for the IBM Project Manager to develop the work plan, resources and effort estimate
 for the next phase and gain their approval from the CenterPoint Energy Executive Sponsor.

3.2 CenterPoint Energy Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of CenterPoint Energy management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement, and are to be provided at no charge to IBM. CenterPoint Energy is required to perform its obligations in the IBM Customer Agreement and this SOW without exception. IBM's performance is predicated upon the following responsibilities being managed and fulfilled by CenterPoint Energy, as scheduled in the IBM Project Plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix B-1 - Project Change Control Procedure.

3.2.1 CenterPoint Energy Project Management Responsibilities

Prior to the start of this project, CenterPoint Energy will designate a person called the CenterPoint Energy Project Manager who will be the focal point for IBM communications relative to this project.

The CenterPoint Energy Project Manager's responsibilities include the following:



- Manage the CenterPoint Energy personnel and responsibilities for this project
- Serve as the interface between IBM and all CenterPoint Energy departments participating in the project
- Administer the Project Change Control Procedure with the IBM Project Manager
- Participate in project status meetings
- Obtain and provide information, data, and decisions within (five) working days of IBM's request unless CenterPoint Energy and IBM agree in writing to a different response time. Review Deliverable Materials submitted by IBM in accordance with Appendix A - Deliverable Materials
- Resolve deviations from the estimated schedule, which may be caused by CenterPoint Energy
- Help resolve project issues and escalate issues within CenterPoint Energy's organization, as necessary
- Review with the IBM Project Manager any CenterPoint Energy invoice or billing requirements.
 Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix B

Other CenterPoint Energy Responsibilities

Additional CenterPoint Energy responsibilities include the following:

- Ensure that its staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to CenterPoint Energy senior management, as well as any members of its staff to enable IBM to provide the Services. CenterPoint Energy will ensure that its staff has the appropriate skills and experience. If any CenterPoint Energy staff fails to perform as required, CenterPoint Energy will make suitable additional or alternative staff available
- Provide all information and materials reasonably required to enable IBM to provide the Services.
 CenterPoint Energy agrees that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be liable for any loss, damage or deficiencies in the Services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by CenterPoint Energy
- CenterPoint Energy will be responsible for the review and evaluation of the IBM recommendations as well as all final decisions and implementations relating to, or resulting from, the IBM recommendations contained in the Deliverable Materials
- Ensure it has appropriate agreements in place with third parties to enable IBM to perform the Services under this SOW, where CenterPoint Energy is using or providing IBM with third party information, support or materials for a project including but not limited to, where CenterPoint Energy is employing other suppliers whose work may affect IBM's ability to provide the Services. Unless specifically agreed to otherwise in writing, CenterPoint Energy will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, CenterPoint Energy is solely responsible for any third party hardware, software or communications equipment used in connection with the Services
- Unless otherwise expressly stated in this Statement of Work, CenterPoint Energy will be responsible for ensuring its own compliance with all laws and regulations, including but not limited to, those pertaining to product safety and regulatory compliance including those recommended by IBM. It is CenterPoint Energy's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect CenterPoint Energy's business and any actions CenterPoint Energy



may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance.

- CenterPoint Energy is responsible for determining that any non-IBM products and their integration are in compliance with national building and installation codes and other laws and regulations, including product safety regulations.
- CenterPoint Energy is responsible for the actual content of any data file, selection and implementation of controls on its access and use, backup, recovery, integrity, and security of the stored data.
- CenterPoint Energy will provide IBM and its personnel with suitable office space, and other accommodations and facilities that IBM may reasonably require to perform the Services, in particular secretarial support, supplies, furniture, computer facilities, telephone/fax communications, high speed internet connectivity and other facilities for up to 20 IBM personnel while working under this SOW. The IBM project team will be located in an area adjacent to CenterPoint Energy's subject matter experts and technical personnel, and all necessary security badges and clearance will be provided for access to this area. A lockable four or five drawer cabinet will be provided to IBM personnel in accordance with CenterPoint Energy security procedures. CenterPoint Energy will be responsible for ensuring that it has appropriate backup, security and virus-checking procedures in place for any computer facilities CenterPoint Energy provides or which may be affected by the Services.



4 IBM Delivery and Approach

Section 2 describes each of the phases by the major tracks within each phase of the delivery lifecycle. Deliverables for this SOW are defined in Section 5 and SOW Appendix A. In addition, the specific acceptance criteria are defined for each Deliverable in Appendix A.

4.1 Phase Plan

None. This section is left intentionally blank.

4.1.1 Business Process

None. This section is left intentionally blank.

4.1.2 Program Architecture

None. This section is left intentionally blank.

4.1.3 System Architecture

None. This section is left intentionally blank.

4.1.4 Change Management

None. This section is left intentionally blank.

4.1.5 Project Management

None. This section is left intentionally blank.

4.2 Analyze Phase

None. This section is left intentionally blank.

4.3 Design/Build Phase

None. This section is left intentionally blank.



4.4 Test Phase

None. This section is left intentionally blank.

4.5 Deploy Phase

None. This section is left intentionally blank.

4.6 Maintenance and Operations Phase

None. This section is left intentionally blank.

5 Deliverables

Appendix A of the Statement of Work defines each Deliverable, its contents and delivery method. A summary of the Deliverables by the Phase of the Project is listed below.

The following table outlines IBM's Deliverables and Work products for this SOW. The descriptions of the Work products and Deliverables are contained within the SOW Appendix A. Deliverables that can be delivered electronically to CenterPoint Energy in a CenterPoint Energy-editable format, i.e., MS Word, MS Excel, MS PowerPoint, MS Visio, and code packages, shall be delivered by IBM in such format, provided however that source code deliverables are delivered in source code and that object code deliverables are delivered only in object code. Unless specifically identified otherwise in an SOW, any code developed by IBM for CenterPoint Energy will be provided to CenterPoint Energy in source and object code format. Note: For the eMeter EnergyIP application (further details to be included in the CenterPoint Energy/eMeter contract) and any adapter or interface work – no source code will be delivered to CenterPoint Energy, with the exception of any web services.

Unless otherwise stipulated in the SOW, all Materials under this Statement of Work are considered Type II Materials.

5.1 Leverage and Enhance the Limited Deployment

Phase	Deliverable Name (Appendix A Reference)	Responsibility
All Phases	Status Report	IBM
Initiated in Planning Phase	Project Implementation Plan	IBM
All Phases	AMS Weekly Performance Reports and Comparison Spreadsheet Monthly Comparison of EnergyIP application usage to PP4 meter reads	ІВМ
Plan/Analyze Phase	OpenWay DCE Upgrade Strategy	IBM
Build Phase AMS Limited Deployment Code Updates		IBM
Test/Deploy Phase	Test Plan	IBM
Test/Deploy Phase	Test Results	IBM

5.2 High Level Architecture Solution Design for Full Deployment

	Deliverable Name (Appendix A Reference)	Responsibility
l —	High Level AMS Solution Architecture Overview and Diagram	IBM



5.3 Extend Limited Deployment for Additional AMS Portal Capabilities

Phase	Deliverable Name (Appendix A Reference)	Responsibility
All Phases	Status Report	IBM
Initiated in Planning Phase	Project Implementation Plan	IBM
Plan/Analyze Phase	Functional Requirements – Portal (Refined)	CenterPoint Energy
Design/Build Phase	Functional Design Specification	CenterPoint Energy
Design/Build Phase	Technical Design Specification	CenterPoint Energy
Test/Deploy Phase	Test Plan - Portal Expansion	IBM/CenterPoint Energy
Test/Deploy Phase	Test Results - Portal Expansion	IBM

5.4 Section left blank

5.5 SOA Initiative - Assist with the Design and Planning of the ESF

NONE

The parties agree that Deliverables will be completed through the execution of SOW tasks. Within the tasks to complete a Deliverable, IBM will include a review task with a designated CenterPoint Energy representative to review the first draft of the Deliverable and/or a Deliverable template no later than 10 business days after the activity to complete the Deliverable has begun. The purpose of this review is to gain alignment on the approach. Prior to the move from Design to Build, IBM will present a review of all defined requirements (Project Requirements, Functional Design Specification, Technical Design Specifications, Reports, Interfaces, Conversions and Enhancements) at the Executive Sponsor level or his designee as communicated in writing by the Executive Sponsor.



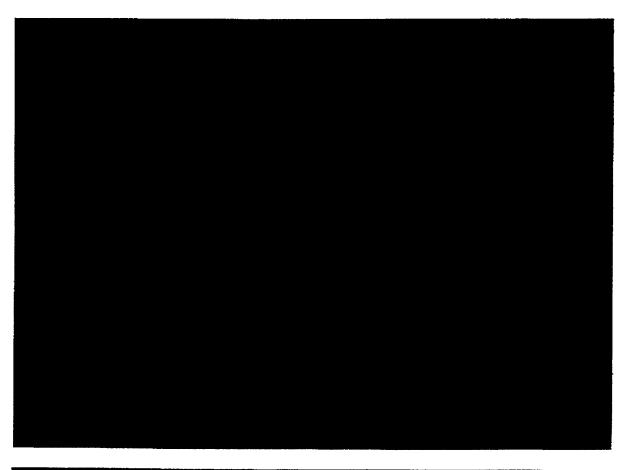
6 Estimated Schedule

The timeline below is the initial timeline for execution of services under this SOW. A more detailed project schedule with task breakouts and milestones will be created within three weeks of the commencement of services under this SOW. The Services for the original scope and Deliverables in this SOW are estimated to be performed in a period of up to 6 months from the agreed upon start date ("Period of Performance"). SOW commencement date is estimated to be April 1, 2008. Project completion date is estimated to be September 30, 2008.

If the SOW signature date is beyond the Estimated Start Date, the Estimated Start Date shall automatically be extended to be the first business day following the day the last signature is affixed to this SOW. The Estimated End Date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

Note: The timelines below include both IBM and CenterPoint Energy responsibilities and deliverables to derive a more complete picture of the estimated end-to-end timelines.



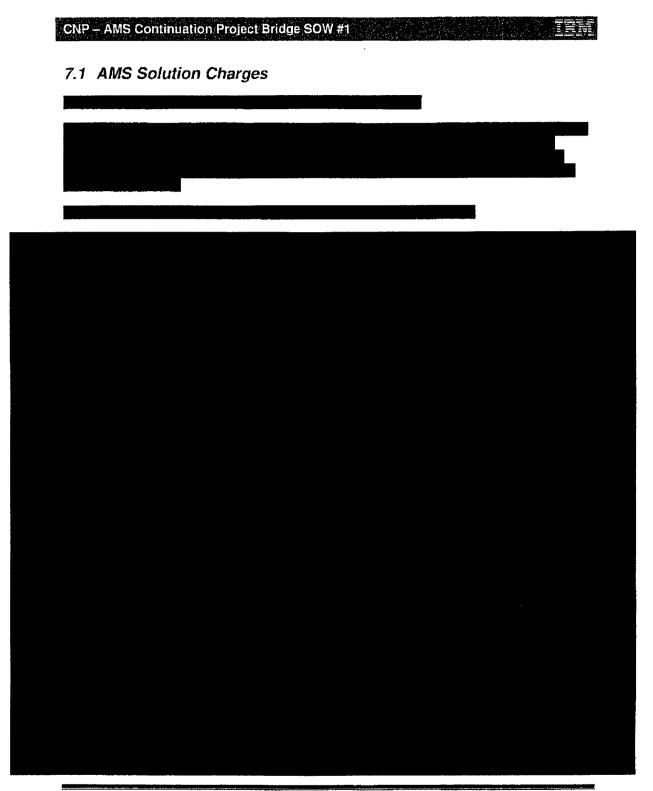
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7 Charges

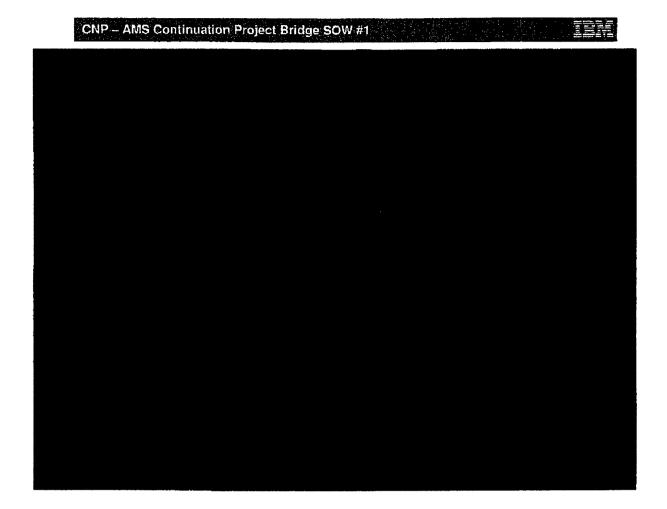
This SOW consists of several components of delivery. The table below summarizes the estimated total charges for this SOW by major component:

Charges Category	SOW Charges	Services Charging Method
AMS Solution Professional Services	\$2,520,736,.60	Time & Materials
Total Services	\$2,520,736,.60	
Travel and Other Defined Reasonable Expenses	Note A	Actual charges and expenses incurred



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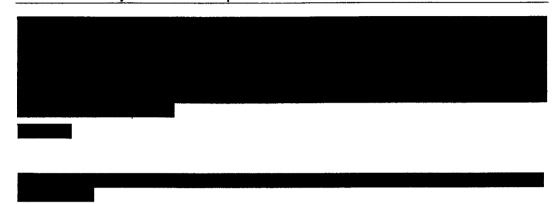


7.1.1 Invoice and Payment

IBM will invoice CNP in accordance with Appendix C Section 7.3 of the Master Agreement. Pricing described above will be on a time and material basis for actual hours and expenses incurred.



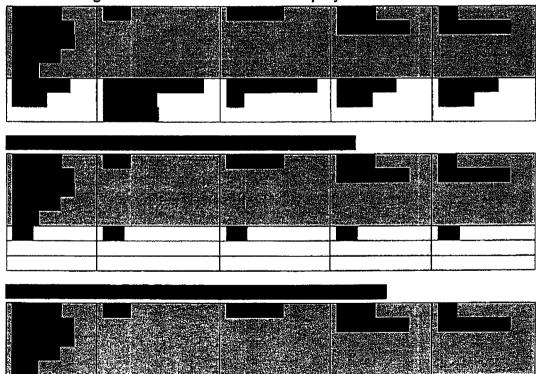
8 Third Party Vendor Requirements



8.1 Third Party Responsibility Matrix

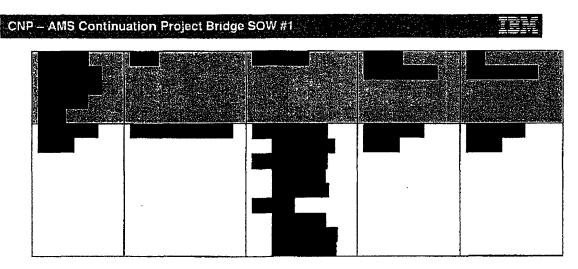
This section identifies any third party products, hardware or software required to deliver on this SOW and the responsible party for providing the resource:

8.1.1 Leverage and Enhance the Limited Deployment



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8.1.5 SOA Initiative - Assist with the Design and Planning of the ESF

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(CenterPoint Energyor	1 61			
(IBM) N/A	N/A	N/A	N/A	N/A



9 SOW Completion

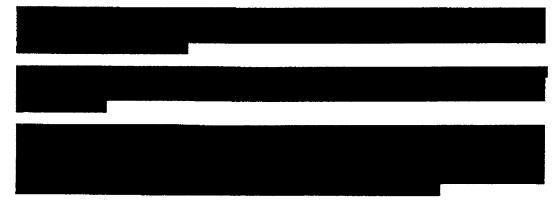
9.1 Time & Materials SOW Completion Criteria

Subject to the IBM Customer Agreement, IBM will have completed this SOW when one of the following first occurs:

- IBM completes its Responsibilities and completes the Deliverable Acceptance Procedures for Deliverables included in Section 5 and Appendix A; or,
- IBM provides the number of hours of Services specified in Section 7.1 Charges or in any subsequent change authorization; or,
- CenterPoint Energy or IBM terminates the Services in accordance with the provisions of the IBM Customer Agreement.

Throughout the term of this SOW, IBM and CenterPoint Energy agree to monitor and manage the scope, resources and timeline for this SOW to address variances in the Work through project governance and leveraging project change control to minimize the potential that the total quantities for this SOW are not consumed prior to the completion of the SOW responsibilities and Deliverables including a weekly chart detailing the effort expended, the % completion of the Deliverables, and the originally planned resources for the effort by dollars and time budget (actual v. budget).

9.2 Additional Terms and Conditions



10 SOW Appendix A: Deliverables

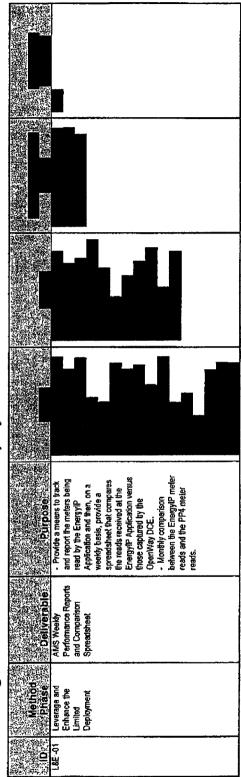
Completion:

A Deliverable is complete when it has been accepted through the defined Deliverable Materials Acceptance Procedure as set forth in Appendix B, except for status reports, project plans and daily reports which are completed upon delivery to CenterPoint Energy.

Appendix A of the SOW defines each Deliverable, its contents and delivery method. The table below provides a summary of the Deliverables by the Phase of the Project. Deliverables that can be delivered electronically to CenterPoint Energy in a CenterPoint Energy-editable format, i.e., MS Word, MS Excel, MS PowerPoint, MS Visio, and code packages, shall be delivered by IBM in such format, provided however that source code deliverables are delivered in source code and that object code deliverables are delivered only in object IBM will provide two copies as well. Unless specifically identified otherwise in an SOW, any code developed by IBM for CenterPoint Energy will be provided to CenterPoint Energy in source and object code format. Note: For the eMeter EnergyIP application and any adapter or interlace work - no source code will be delivered to CenterPoint Energy,

The following Deliverables are Type II:

10.1 Leverage and Enhance the Limited Deployment

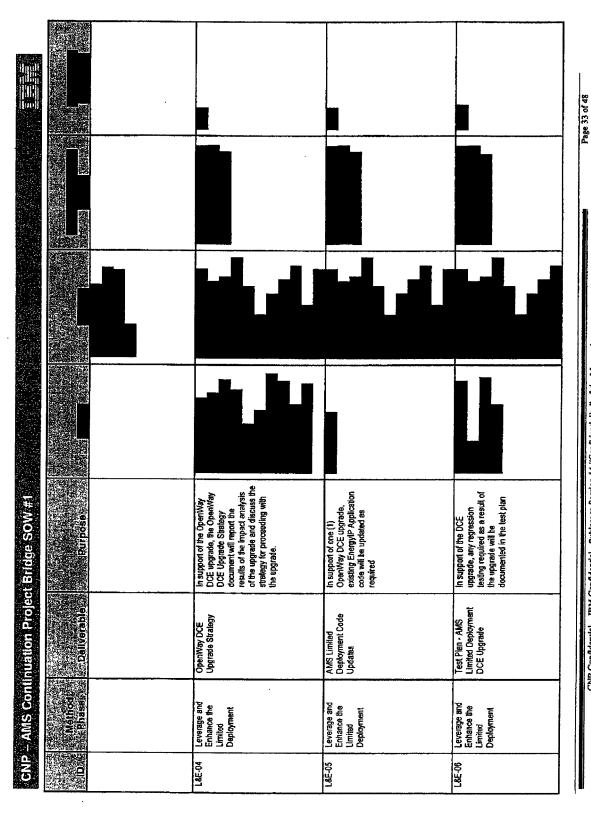


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