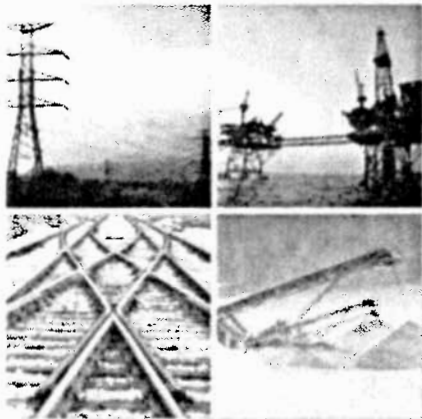




# IBERDROLA USA MANAGEMENT CORPORATION

Statement of Work  
Iberdrola Tax Preservation - Global SAP Integration



Statement of Work  
Last Revised February 20, 2014

██████████ Inc.  
300 Galleria Parkway  
Suite 2100  
Atlanta, GA 30339

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## STATEMENT OF WORK

This Statement of Work is entered into between [REDACTED] Inc. f/k/a [REDACTED] Consultants, Inc. (" [REDACTED] and Iberdrola USA Management Corporation ("Client" or "Iberdrola") and shall be governed by the terms and conditions of the [REDACTED] System Perpetual Licensing Agreement between Client and [REDACTED] dated June 9, 2006, as amended (the "Agreement").

## OVERVIEW

The purpose of this project is for [REDACTED] to assist Iberdrola with the modifications to the [REDACTED] suite in order to support the integration of the Global SAP environment for Iberdrola USA. In the prior phase, [REDACTED] facilitated high-level analysis discussions with the various business users of [REDACTED] in order to derive the primary work-streams and level of effort estimate for this project. These primary work-streams include:

- 1) Modification of the Charge Repository (CR) table structure to support Global SAP configuration and new chart of accounts.
- 2) Development of four (4) integration points between [REDACTED] CR and SAP
- 3) Conversion of transactional detail and balances from SAP FI/CO into [REDACTED] CR – including both GAAP and IFRS set of books.
- 4) Convert the existing asset accounting module in Production at Iberdrola into the "asset shell" intended to support the standardized feed to the down-stream tax products.
- 5) Convert the new supporting asset accounting master data including new accounts, property units and location detail.
- 6) Develop new integration between SAP asset accounting and the [REDACTED] asset shell. This interface will feed periodic asset activity (i.e. additions, retirements, transfers, adjustments) as well as depreciation activity from SAP into [REDACTED]
- 7) Perform re-design and configuration of the Property Tax, Provision, and PowerTax products to support the new ERP for Iberdrola USA. Re-design is primarily required due to the chart of accounts master data changing upon integration of the Global SAP environment.
- 8) Develop new AP Integration for Property Tax Payments from [REDACTED] into SAP.
- 9) [REDACTED] support for the six (6) month testing phase.
- 10) [REDACTED] support for go-live deployment and post go-live stabilization.

The scope of this [REDACTED] integration includes these external integration points:

### In-Scope Interfaces:

Interface Name	Description	Source	Target
Master Data	This interface is intended to sync relevant master data from SAP into [REDACTED]. This data is utilized for internal [REDACTED] validations and constraints among all modules. The interface is intended to remove the need for dual entry into multiple systems.	SAP	[REDACTED] Charge Repository
Transactional Detail	This interface is intended to extract transactional detail from SAP FI/CO into [REDACTED] Charge Repository. This detail will ultimately feed into [REDACTED] Provision system.	SAP	[REDACTED] Charge Repository
[REDACTED] Journal Entries	This interface is intended to extract journal entry information from [REDACTED] and send to SAP. This interface will be utilized by	[REDACTED] Charge	SAP

Interface Name	Description	Source	Target
	both [REDACTED] Provision and Property Tax modules that flow through the Charge Repository.	Repository	
CR Balances	This interface is intended to support the requirement for Provision reporting by extracting and loading transactional balances from SAP FI into [REDACTED]	SAP	[REDACTED] Charge Repository
Accounts Payable Integration	This interface is intended to automate the Property Tax bill payments from [REDACTED] into SAP AP module.	[REDACTED] Property Tax	SAP Accounts Payable
Asset Activity Integration	This interface is intended to send asset activity data from SAP Asset Accounting to the [REDACTED] asset shell. This data includes asset and accumulated depreciation activity.	SAP	[REDACTED] Asset Shell
[REDACTED] to CR	Internal [REDACTED] interface required to translate downstream Property Tax and Provision journal entries into the SAP code block in the Charge Repository	[REDACTED] Provision and Property Tax	[REDACTED] Charge Repository

### WORK EFFORT OVERVIEW

FTE-hours have been assigned to specific major phases below:

Task Name	Effort	Duration - Weeks	Avg. PP FTE Involvement
WBS 1 - Initiate Phase Subtotal:	40	1	1.0
WBS 2 - Design Phase Subtotal:	640	8	2.0
WBS 3 - Build and Unit Test Phase Subtotal:	1116	12	2.3
WBS 4 - Test Phase Subtotal:	1374	28	1.2
WBS 5 - Deploy Phase Subtotal:	64	1	1.6
WBS 6 - Sustain Phase Subtotal:	160	6	0.7
Integration Subtotal Hours:	3394		
Project Management:	408	56	0.2
Project Total Hours:	3802		

\* See Exhibit B: Detailed Work Plan for more information regarding project plan.

### SCHEDULE TIMELINE

The following timeline shall govern all work under this Statement of Work as may be amended via the Change Request process described below.

	Feb '14	Mar '14	Apr '14	May '14	Jun '14	Jul '14	Aug '14	Sep '14	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15
Initiate													
Design													
Build and Unit Test													
Test													
Deploy/Sustain													
PM													

The project dates and estimates in the work plan assume that Client executes this Statement of Work by **February 28, 2014**.

## DELIVERABLES

Deliverable	Description	Primary Responsibility
High Level Requirements	High level requirements consist of requirements captured by the Client during the software selection of [REDACTED] Requirements can include required functionality, technology, and other business case key performance indicators.	Client
Project Scope Document	The Project Scope consists of all relevant, component scope statements. The deliverable contains the business Process, Module, and Organization Scope Statements based on the high level requirements, completed implementation survey, and business case.	[REDACTED]
Conversion Strategy	The conversion strategy documents the approach to data conversion including data to be converted, historical requirements, approach to conversion, roles and responsibilities and approach to legacy system retirements.	[REDACTED]
Data Design	The data design deliverable contains the design of master data in scope for the project The design includes available fields in the corresponding module(s), how they will be used to meet the requirements, and the approach for data maintenance and governance.	[REDACTED]
Data Cleansing Strategy	The data cleansing plan is used to manage data cleansing items that are a result of the conversion strategy, data design, or other designs. The data migration plan will include the data object, data field, source system, and approach for cleansing, person responsible, number of records and the planned completion date.	Client
Design	The design deliverable contains to be process flows, process narratives, security, and batch design.	[REDACTED]
Functional Specifications	Functional specifications document the functional requirements for all items requiring code changes including interfaces, conversions, and reporting.	[REDACTED]
Data Cleansing	Data cleansing will be performed throughout the build phase as identified in the data cleansing plan. Data cleansing will be monitored and validated as part of the conversion and cutover tests.	Client
Configuration	This deliverable includes the configuration required to support the specific requirements not met by the standard [REDACTED] project as well as documentation supporting the configuration. The documentation will include what was configured, the business rationale for the configuration as well as the process(s) it supports.	[REDACTED]
Development	This deliverable includes the technical specifications, coding, and technical tests for all custom development requests as identified in the project scope document and documented in a functional specification.	[REDACTED]
Unit Tests	This deliverable includes the development of test cases and the execution of the tests.	[REDACTED]
End User Training Materials	This deliverable includes all client specific training materials required where the standard [REDACTED] training materials are not sufficient for end user training.	Client
Business Test Materials	This deliverable includes the preparation of all business tests including system integration, performance, and user acceptance.	Client
Cutover Plan	This deliverable includes all the tasks required to move from the legacy system to [REDACTED] Key items will include production build tasks, conversion load and validations, turning on security and turning off access to legacy systems. The plan will include the task, the estimated time for execution, the person responsible and the plan start and finish dates.	[REDACTED]
Cutover Tests Results	This deliverable consists of the testing of the cutover to validate all tasks have been identified and can be executed within the conversion window. The cutover test also includes the validation of data loaded into the system.	Client
Business Tests/User Acceptance Results	This deliverable consists of the testing of the business process to validate processes are meeting the expected results.	Client

## CONSULTING FEES

Services under this Statement of Work will be billed at the hourly rates specified in the table below. The allocation of hours among resource types included in this table is subject to change depending on detailed project planning activities.

Resource Level	Rate per Hour	Est. Hours
Director (Project Oversight)		
Project Manager		
Solution Architect		
Tax Leads		
Delivery Center		
Implementer		

██████████ will charge a premium of one and one half times the relevant contracted rate for any Professional Services work that is performed on weekends or during a ██████████ published holiday. Should Client cancel or delay previously scheduled work less than seven (7) calendar days prior to its start date, Client shall be responsible for the fees for any resources that ██████████ is unable to fully redeploy as well as any non-refundable travel expenses that ██████████ incurs.

The fees for services under this Statement of Work are estimated to be ██████████. Any changes to this amount shall be mutually agreed to by the parties in writing, in accordance to the Change Request process described below.

Primary responsibilities for the ██████████ roles above are:

Role	Responsibilities
Project Director	<ul style="list-style-type: none"> <li>Project Director is a very experienced resource primarily responsible for the successful integration through go-live from ██████████</li> <li>Project Director will work with Client's key stakeholders providing business oversight and facilitating the alignment of the project activities with the project objectives</li> </ul>
Project Manager	<ul style="list-style-type: none"> <li>The Project Manager will be responsible for project status updates to the Client's project management as well assist in project initiation, project planning, facilitating of key decisions, and general project communication.</li> <li>Project Manager will communicate strategies, initiatives, and priorities to the project team passed down from the steering committee.</li> </ul>
Solution Architect	<ul style="list-style-type: none"> <li>The Solution Architect is an experienced resource who is primarily involved in the design phase of the integration to ensure that the customer's design follows ██████████ best practices.</li> <li>The Solution Architect will make quality assurance reviews during the build and testing phases to review any potential modifications to design and to ensure that the build and test phases are proceeding as designed.</li> </ul>

Role	Responsibilities
Tax Leads	<ul style="list-style-type: none"> <li>The Tax Leads are involved in all day-to-day activities pertaining to the functional configuration work-streams specific to PowerTax, Provision, and Property Tax modules</li> <li>The Tax Leads will assist the Client in making timely project decisions and ensuring that the build is following designed solution.</li> </ul>
Delivery Center	<ul style="list-style-type: none"> <li>The Delivery Center is a group of remote [REDACTED] consultants headquartered in Atlanta, GA.</li> <li>This group specializes in certain repeatable technical tasks among the [REDACTED] customer base in order to provide more efficient delivery.</li> <li>Tasks include: technical upgrade support, integration development, conversion development, and technical [REDACTED] system configuration.</li> <li>The delivery center will be involved primarily in the build phase of the integration.</li> </ul>
Implementer	<ul style="list-style-type: none"> <li>The Implementer will be involved primarily in the test phase of this integration.</li> <li>The Implementer will be primarily responsible for reviewing and remediating issues that result during the testing cycles.</li> </ul>

#### OTHER CLIENT COSTS

Travel, communication and out-of-pocket expenses for [REDACTED] resources will be billed pursuant to the terms of the Agreement as incurred. This plan estimates 15% of Services fees for travel expenses; such travel expenses are estimated to be [REDACTED]

Client will provide a client/server environment including, for example, a UNIX or Windows server, an Oracle RDBMS, a network, and PC for clients running Microsoft Windows. Such an environment should include a work area for [REDACTED] Consultants with 2 Client machines operating on Windows and having PowerBuilder and Microsoft Office installed.

Three PowerBuilder V12 licenses are required to perform the Services, and Client is responsible for acquiring such licenses and having PowerBuilder installed at the start of Services.

#### PROJECT ASSUMPTIONS

This Statement of Work and [REDACTED] estimates to perform the Services described in this SOW are based on the following project assumptions. Changes to the assumptions listed below and any deviations that arise during the course of this SOW will be managed through the Change Request Process described below:

1. To the extent any delays affecting the Services are caused by Client in delivering requested or required information or any adjustments to the project timeline, the same may result in changes to the Services schedule and/or applicable charges.
2. There are no enhancements planned to the base product modules as part of this SOW.
3. Work under this SOW will be performed at Client facilities except for any Services related activity which [REDACTED] determines would be best performed on [REDACTED] premises in order to complete its obligations and responsibilities under this SOW. All such activity will be billable to Client in accordance with this SOW.
4. [REDACTED] will provide the Services under this SOW during normal business hours, Monday through Friday, except holidays unless as otherwise agreed to by Client and [REDACTED]. Out-of-town

██████████ personnel may work hours other than those defined as normal business hours to accommodate their travel schedules provided that there shall be no additional or "overtime" charge to Client for any such hours worked outside of normal business hours.

5. Prior to making Client's facilities, software, hardware, networks or other similar resources available to ██████████ Client shall obtain any licenses or approvals necessary for ██████████ or its subcontractors to access and modify such resources to the extent necessary for ██████████ to perform the Services. Client shall be responsible for the content of any database, system, or server, and the control on its access, backup, and recovery of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.
6. Client will appoint an individual to act as the point of contact between ██████████ and Client for the duration of this SOW. He or she will have the authority to act for the Client in all aspects of the Services. This individual will:
  - Obtain and provide applicable information, data, decisions, and approvals as required by ██████████ to perform the Services, within five (5) business days of a ██████████ request. Client acknowledges that delays in response time could result in project delays and additional fees and expenses and will be managed via the Change Request process described below.
  - Assist in the development of installation and project plans as appropriate. Maintain the project plans throughout the duration of the project.
  - Provide access and information for the systems required to fulfill this SOW.
  - Where applicable, ensure all necessary hardware is onsite and satisfy all environmental requirements prior to ██████████ technical personnel's arrival.
  - Where applicable, ensure that all hardware and software related to this SOW are at current or supported maintenance levels.
  - Participate in meetings, as required, and ensure the completion of any Client action items coming out of these meetings.
  - Have authorization to sign project status reports and approve change requests related to this engagement.
  - Have authorization to review and approve all deliverables.
  - Assign Client resources as appropriate to work with ██████████ throughout this engagement.
  - Determine the priorities if multiple tasks are assigned to ██████████ personnel.

### IMPLEMENTATION ASSUMPTIONS

1. Client will review, test and implement any modifications to all Client interfaces required as part of this project.
2. For data coming out of and being loaded into each Client legacy system, Client shall develop required interfaces. ██████████ shall be available for consultation required by Client, if needed.

3. For data coming out of and being loaded into [REDACTED] products, [REDACTED] shall develop required interfaces. Client shall be available for consultation required by [REDACTED] if needed.
4. The scope of this project does not include [REDACTED] assistance with the conversion of any data from [REDACTED] into SAP.
5. No custom report development is assumed for this integration. Client is assumed to utilize base [REDACTED] reporting and querying functionality.
6. Upon [REDACTED] training and guidance, Client will be responsible for generating integration-specific testing strategies and scripts.
7. [REDACTED] will provide defect remediation during testing. Client will be responsible for the execution of test scripts, documenting any issues that arise, and help set priorities to [REDACTED] for remediation.
8. This work plan does not contain the PowerTax cutover support scheduled for September 2015.
9. This work plan does not include a [REDACTED] system upgrade.

### **Change Requests**

Client may at any time request a change in this Statement of Work, and the following change procedure will be followed. A [REDACTED] "Change of Scope Memorandum" form, in the form of Exhibit A attached hereto, specifying the change or addition to a Statement of Work will be submitted by Client. If the change requested is acceptable to [REDACTED] will estimate the cost and scheduling required by the change and the effect of the change on any work in process. [REDACTED] will then sign the Change of Scope Memorandum and return it to Client. No action will be taken by [REDACTED] unless a copy of the Change of Scope Memorandum bearing the signature of an authorized representative of Client is returned to [REDACTED]. If the requested change is to be included in a project in process, [REDACTED] will proceed to incorporate the change into such project. An approved Change of Scope Memorandum will serve to modify the cost and scheduling estimate set forth in this Statement of Work.

### **Dispute Resolution**

Each party shall appoint one (1) senior executive who will oversee the relationship between the parties and act as the final step in the change request procedure described above.

The Parties anticipate that day to day operational issues will be resolved at the project level by each party's appointed project managers. If the project managers cannot resolve an issue within 5 days (or such longer period as agreed to in writing by the parties), the issue will be presented to the senior executives. The senior executives will consider and negotiate in good faith toward the resolution of the disputed matter for a period no longer than thirty (30) days from the date the issue was originally submitted to the project managers for resolution. At the end of such period, each party may exert their rights under the Agreement.

**New Project Checklist**

Project Name: Iberdrola Tax Preservation - Global SAP Integration

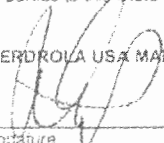
Client Accounts Payable Contact <i>(Where the invoice needs to be sent)</i>		Client Contact Information <i>(Who is requesting / receiving the work)</i>	
Client Name:	Iberdrola USA Mgmt Corporation	Printed Name:	Fausto Gentile
Contact Name:	Accounts Payable Department	Title:	Controller - Taxes
Address 1	70 Farm View Drive	Address 1	70 Farm View Drive
Address 2		Address 2	
City	New Gloucester	City	New Gloucester
ZIP Code	04260	ZIP Code	04260
State	Maine	State	Maine
Phone:	207-688-6179	Phone:	207-688-4309
E-mail Address:	ap@iberdro.usa.com	E-mail Address:	Fausto.gentile@iberdro.usa.com

Our Company Issues Purchases Orders to process Invoices:

- YES - Please enter the Purchase Order Number below and attach a copy of the Purchase Order to this checklist: PO# 4500372649
- NO - Please list the person who needs to approve the invoice and attach a copy of an e-mail, SOW, Contract or other documentation of approval: \_\_\_\_\_

The parties to this Statement of Work agree to comply with its terms and conditions.

IBERDROLA USA MANAGEMENT CORPORATION

  
Signature

R.D. Kimp  
Name

CEO 4/8/14  
Title and Date


POWERPLAN, INC.

  
Signature

Kent Kelley  
Name

CFO 4/9/14  
Title and Date

IBERDROLA USA MANAGEMENT CORPORATION

  
Signature

José Maria Torres  
Name

CONFIDENTIAL  
DEC 4/8/14  
Title and Date

Exhibit A: Change of Scope Memorandum

Statement of Work: Iberdrola Tax Preservation - Global SAP Integration  
Change of Scope Memorandum (CSM)  
Original Statement of Work Date:  
Client Name: Iberdrola USA Management Corporation

Date: \_\_\_\_\_

Requester: \_\_\_\_\_

CSM Number: \_\_\_\_\_

Nature of the proposed change:

Reason for the Change:

Proposed Effective Date of Change:

Impact of the Change:

Project schedule:

Estimated project pricing:

Pricing rate:

Number of additional hours:

Other impact:

Authorized Signatures:

Iberdrola USA Management Corporation:

Date:

\_\_\_\_\_

\_\_\_\_\_

██████████ Inc.:

Date:

\_\_\_\_\_

\_\_\_\_\_

**Exhibit B: Detailed Work Plan**

Phase	Task	Hours
<b>Initiate</b>	Task 1 – Initiate (Kickoff, Planning, and Scope Confirmation)	32
	Task 2 – Build Technical Environments	8
	<b>Total Initiate Phase:</b>	<b>40</b>
<b>Design</b>	Task 3 - Property Tax Design Workshops and Documentation	100
	Task 4 - Provision Design Workshops and Documentation	100
	Task 5 - PowerTax Design Workshops and Documentation	80
	Task 6 - Charge Repository Design Workshops and Documentation	104
	Task 7 - Asset Shell Design Workshops and Documentation	96
	Task 8 - Integration Design Workshops and Documentation	160
	<b>Total Design Phase:</b>	<b>640</b>
<b>Build &amp; Unit Test</b>	Task 9 - Property Tax Configuration, Conversion and Unit Test - New COA	160
	Task 10 - Provision Configuration, Conversion and Unit Test - New COA	184
	Task 11 - PowerTax Configuration and Unit Test	108
	Task 12 - Charge Repository Configuration, Conversion and Unit Test	160
	Task 13 - Asset Shell Configuration, Conversion and Unit Test	120
	Task 14 - CR Integration Development and Unit Test	200
	Task 15 - Asset Activity Integration Development and Unit Test	80
	Task 16 - Accounts Payable Integration Development and Unit Test	64
Task 17 - Security Configuration	40	
	<b>Total Build Phase:</b>	<b>1116</b>
<b>Test</b>	Task 18 –System Integration Testing - Cycle 1	534
	Task 19 – System Integration Testing - Cycle 2	424
	Task 20 - Performance Testing	240
	Task 21 - User Acceptance Testing	112
	Task 22 – End User Training	64
	<b>Total Test Phase:</b>	<b>1374</b>
<b>Deploy &amp; Sustain</b>	Task 23 - Go-Live Deployment	64
	Task 24 - Post Integration & Support Knowledge Transfer	160
	<b>Total Deploy &amp; Sustain:</b>	<b>224</b>
	<b>Project Subtotal:</b>	<b>3394</b>
<b>PM</b>	Project Management	408
	<b>Total Project Hours:</b>	<b>3802</b>