

OATI webCARES CUSTOMER AGREEMENT

THIS AGREEMENT (“Agreement”) is dated and executed as of _____, 2011, (the “Effective Date”) between Open Access Technology International, Inc. (“OATI”), a Minnesota corporation, with principal offices at 2300 Berkshire Lane North, Minneapolis, Minnesota 55441, and Lehi City (“Customer”), a Municipal corporation, with principal offices at 153 N 100 E Lehi, UT 84043. OATI and Customer may each be referred to individually as “Party” and collectively as “Parties.”

- A. OATI shall furnish the facilities, equipment, and personnel appropriate to carry out the services listed in this agreement.
- B. Customer intends to use the subscribed service according to generally accepted Public Key Infrastructure practice and shall read and comply with the obligations set forth in the OATI Certification Practice Statement, as may be updated from time to time, (<http://www.oaticerts.com/repository/OATI-webCARES-CPS-Vers1.pdf>), which is hereby incorporated by reference.
- C. Customer desires to use the OATI webCARES upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, for good and valuable consideration including the exchange of promises, the receipt of which is hereby acknowledged by the Parties, OATI and Customer agree as follows:

ARTICLE ONE OATI webCARES USE

Section 1.01. OATI webCARES Use. OATI grants Customer a nontransferable, nonexclusive right to use OATI webCARES, subject to the terms and conditions of this Agreement. The services herein described conform with the North American Electric Reliability Council (“NERC”) Energy Market Access and Reliability Certificate Policy, and will conform to subsequent versions and with the applicable operating policies of NERC.

Section 1.02. Title. Legal title to OATI webCARES is vested in OATI. There is no transfer of title to OATI webCARES from OATI to Customer by virtue of this Agreement. Title to Customer data entered into, residing in, and/or output from OATI webCARES is and shall remain vested in Customer.

ARTICLE TWO DIGITAL CERTIFICATE FEE

Section 2.01. Digital Certificate Fee.

- (a) There shall be a Fee for each Digital Certificate issued in the OATI webCARES system. The Fee, is specified on Attachment 1, attached hereto and incorporated herein by reference.
- (b) The Fee for additional and/or renewal Digital Certificates will be at the then-current Fee.

Section 2.02. Invoice; Payment. OATI will invoice Customer for the Fee for each Digital Certificate, upon execution of this Agreement, in accordance with the generally accepted accounting practices. OATI will submit electronic invoices in accordance with the instructions in Attachment 1. Customer may pay invoices electronically, accompanied by a remittance notification sent to payments@oati.net. Customer shall pay the invoice in U.S. Dollars on a Net 30-day basis. Additional and/or renewal Digital Certificates are available and payable online at www.oaticerts.com.

ARTICLE THREE WARRANTY; LIMITATION OF LIABILITY

Section 3.01. Warranty; Limitation of Liability. OATI warrants it has the authority to enter this Agreement and provide the services specified herein. In addition, OATI makes no warranty of any kind, express or implied, including, without limitation, warranties of merchantability and/or fitness for a particular purpose. OATI shall not be liable to Customer for any damages, whether direct, indirect, special, or consequential arising out of the use of an OATI webCARES Digital Certificate or the use of or inability to use OATI webCARES, even if advised of the possibility of such damages. Specifically, OATI is not responsible for any costs, including, without limitation, those incurred as the result of lost profits or revenue, loss of use of OATI webCARES, loss of data, costs of recovering data, the costs of any substitute programs, claims by third parties, or other similar costs. Customer agrees that OATI webCARES is not consumer goods for purposes of federal or state warranty laws.

ARTICLE FOUR NONDISCLOSURE AGREEMENT

Section 4.01. Nondisclosure Agreement. Customer will not publish or otherwise disclose any unpublished or proprietary confidential information or secret(s) relating to OATI webCARES or its operations or other associated products or services. Further, Customer agrees not to disclose the materials, apparatus, processes, formulae, plans and methods used in the development or manufacture or marketing of OATI webCARES software or products or services. OATI will not publish or otherwise disclose Customer data except when explicitly provided prior, written consent of Customer. Likewise, Customer agrees not to make any drawings, writings, or any other record in any form or nature that relates to any part(s) of OATI webCARES. Additionally, Customer will not publish or otherwise disclose secret, proprietary, or confidential information of others to which it may have had access or about which it obtained knowledge in the course of its use of OATI webCARES.

Section 4.02. PUBLIC INFORMATION NOTICE: OATI WEBCARES IS PROTECTED NONPUBLIC DATA AND NOT CONSIDERED PUBLIC INFORMATION OR DATA. IT IS NOT SUBJECT TO PUBLIC INSPECTION AND/OR COPYING PURSUANT TO THE LAWS OF ANY STATE REGARDING PUBLIC ACCESS TO INFORMATION. FURTHER, OATI WEBCARES AND ALL DATA, DISPLAYS, MATERIALS, AND INFORMATION COMPRISING OATI WEBCARES ARE PROTECTED UNDER U.S. AND INTERNATIONAL COPYRIGHT LAWS.

Section 4.03. Notice. Customer agrees to notify OATI in writing immediately upon receipt of any requests for disclosure prior to any such disclosures. Notification shall include the name, address, telephone, and fax numbers of the requester, as well as a description of the specific information requested. Within five (5) business days of receipt, OATI shall provide a written response directly to the requester providing the basis of its exemption from disclosure with a copy sent directly to Customer. **IN NO EVENT shall Customer provide any materials, documents, viewings, or other disclosures to any person, legal or natural, without the**

prior, written consent of OATI. In the event a court of competent jurisdiction orders the release of such data, Customer will notify OATI upon receipt of the order and prior to providing such data in compliance with said order.

Section 4.04. Employees and Contractors. This Agreement is binding on all employees and/or contractors of the above-named OATI webCARES Customer.

ARTICLE FIVE TERM; DEFAULT

Section 5.01. Term; Extension. Unless terminated pursuant to Section 5.02 hereof, this Agreement shall be in effect for an initial term of twenty-four (24) months ("Initial Term") beginning upon the Effective Date of this contract. This Agreement shall be automatically renewed for subsequent additional twenty-four (24) month terms ("Extended Term") unless at least 60 days prior to the end of the then-current term, either Party notifies the other Party that this Agreement shall not be renewed for an Extended Term. During an Extended Term, either Party may terminate this Agreement upon not less than 30 days written notice to the other Party. On termination of this Agreement, Customer shall promptly return to OATI all OATI webCARES proprietary data, shall revoke all Digital Certificates effective as of the date of termination, and shall erase from all computer storage and computer storage devices any image of copies of OATI webCARES.

Section 5.02. Default. Either Party has the right to terminate this Agreement and any user right granted, on written notice to the other Party, if such other Party: (a) materially fails to perform any of its obligations under this Agreement, which failure has not been cured within fifteen (15) calendar days after receipt of written notice thereof; or (b) takes action to liquidate and dissolve, becomes insolvent, suffers the appointment of a receiver, assigns all or part of its assets for the benefit of creditors, or is involved in any proceeding (voluntary or involuntary) under any bankruptcy or insolvency laws.

ARTICLE SIX GENERAL PROVISIONS

Section 6.01. Relationship of the Parties. The Parties shall not represent themselves as agents or representatives of the other Party, and neither Party shall have the right or power to bind, commit or obligate the other Party.

Section 6.02. Notice. Unless otherwise specifically provided, all notices required or permitted by this Agreement shall be in writing and may be delivered personally, certified mail, return receipt requested, or overnight courier addressed:

If to OATI:	OATI 2300 Berkshire Lane N, Mail Drop F Minneapolis, MN 55441 Attention: OATI webCARES Support
If to Customer:	<u>Lehi City Power</u> <u>560 West Glen Carter Drive</u> <u>Lehi, UT 84043</u> Attention: _____

Any notice shall be deemed to have been received as follows: (1) personal delivery, upon receipt; or (2) the date of receipt noted on the certified mail or documented in the courier tracking system.

Section 6.03. Users. Customer represents and warrants that they have read and will comply with the obligations set forth in the OATI Certification Practice Statement (<http://www.oaticerts.com/repository/OATI-webCARES-CPS-Vers1.pdf>), which is hereby incorporated by reference and may which be modified from time to time. Customer is responsible for all acts or omissions of the authorized users during their use of an OATI Digital Certificate.

Section 6.04. Further Actions. The Parties agree to execute such further documents, and take such further actions, as may be reasonably required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 6.05. Assignment. Customer's rights and obligations in this Agreement are not assignable.

Section 6.06. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota without regard to its choice of law provisions.

Section 6.07. Entire Agreement. This Agreement, with attachments, supersedes and replaces any prior or contemporaneous correspondence, memoranda, or agreements and contains the entire agreement of the Parties, including all representations with respect to the subject matter hereto.

Section 6.08. Amendments. Any amendments to this Agreement shall be in writing and signed by all Parties hereto.

Section 6.09. Counterparts. This Agreement may be executed in counterparts, any one of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one agreement.

Section 6.10. Captions. Captions are for convenience only and shall not be deemed part of the contents of this Agreement.

Section 6.11. Parties In Interest. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 6.12. Waiver. The waiver of any of the rights or remedies arising pursuant to this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement.

Section 6.13. Delays. Neither Party shall be liable or deemed in default for any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely, and exclusively beyond the control of that Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

CUSTOMER:

**OPEN ACCESS TECHNOLOGY
INTERNATIONAL, INC.:**

By: _____	By: _____
Name: <u>Travis Ball</u>	Name: <u>Sasan Mokhtari, Ph.D.</u>
Title: <u>Power Director</u>	Title: <u>President and CEO</u>
Date: _____	Date: _____