

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Vegetation Management System – AiDash Agreement – Sole Source	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: Sole Source
ATTACHMENTS: Vendor Proposal AiDash Pilot Info Sole Source Justification Form	

PURPOSE: Procurement of a Vegetation Management solution for better data to develop trim plans for our tree trimming program around power lines.

BACKGROUND: Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of the system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this system.

RECOMMENDATION/ACTION REQUESTED: City Council is recommended to consider a contract with AiDash for \$61,000 per year for a total of \$183,000 over a 3-year period and authorize the appropriate City Official(s) to execute all necessary documents.



AiDash Sales Order # _____

Product and Services Pricing and Additional Terms

This Sales Order is entered into as of January 1, 2025 (“Effective Date”) by and between AiDash, Inc. (“AiDash”), a Delaware Corporation with a primary address of 3031 Tisch Way, ST 110 Plaza West, San Jose, CA 95128 The City of High Point (“Customer”) a municipality with a primary address of 211 S. Hamilton P.O Box 230 High Point, NC 27261. This Sales Order is issued pursuant to, and is governed by and is subject to the terms and conditions of the Master Subscription Services Agreement, dated January 1, 2025, by and between AiDash and Customer (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

Customer has purchased following AiDash Products and Services under this order:

1. AiDash Intelligent Vegetation Management System (IVMS)

a. **Software Distribution Model:** Software-as-a-Service (“SaaS”)

b. **Term, Renewal & Upgrade:**

- Initial Term: 3 years |
- Renewal: The agreement shall automatically renew for additional 3 year term upon completion of the initial term unless either party notifies the other party of its election not to renew at-least 60 calendar days before the end of term. AiDash reserves the right to increase the Annual Fee applicable to any Agreement, provided that (i) such fees may not be increased more than one time per annum and (ii) such increase may not exceed five percent (5%) over the prior year’s Annual Fee.
- Upgrade: Customer can upgrade to a higher tier or purchase add-on modules at any time of the term by paying an applicable upgrade fee on a prorate basis for the rest of the term.

c. **Number of users:** unlimited (internal users and contractors of the Customer)

d. **Number of overhead line miles and type:**

- Distribution: 488
- Transmission:

e. **Product Software Plan Purchased:**

- Base Plan: Premium (Base Software Plans are described in Exhibit A)
- Add-on modules / upgrades purchased: List the add-on modules and features purchased
(e.g., Climate Risk Assessment for Veg Management Activity -> Storm Risk Assessment)
(e.g. Work Units & Advanced Bid Packets -> Effort & Should Cost Estimate)
 - i. Add-on Module/Upgrade Purchased: N/A

f. **Support:** Standard Support is included in all tiers. Support SLA is described in Exhibit B.

g. **Implementation, Configuration and Integration:**

- Implementation, configuration and integration includes the following services to get Customer’s SaaS instance set up and ready to use:
 - i. Create IVMS instance and make it available to Customer’s team
 - ii. Set up single sign-on (“SSO”) and configure application and security settings including any integrations (if needed).
 - a. Create roles, access privileges based on Customer’s needs/requirements.
 - iii. Configure the IVMS application including company logo, branding, list and form layout, etc.
 - a. Configuration will be done for each module included with the subscription purchase.
 - iv. Data ingestion including but not limited to shape files, past outage history, past vegetation management history, etc.
 - v. Set up and configure the mobile application with desired permissions and user roles.
 - vi. Standard training and change management.

h. Professional Services

(If additional professional services are purchased, see Statement of Work (“SOW”) at Exhibit C.

i. Fees & Payment Terms:

SaaS Fee	Amount (US\$)
Annual SaaS Fee	\$61,000.00
Total Fee for the Entire Term	\$183,000.00

Implementation, Configuration and Integration Fee	Amount (US\$)
One-time Implementation, Configuration and Integration Fee	-

Invoicing and other terms

1. Invoice for Implementation & Configuration fee (one-time) shall be raised in advance at start of the engagement.
 - a. Billing contact: Tyler Berrier
 - b. Billing Contact Email Address: tyler.berrier@highpointnc.gov
2. Invoice for SaaS Fee (Payable annually) shall be raised in advance every year of the term.
3. The above amounts do not include any Sales tax / Use tax. This shall be assessed by the Customer. Any applicable Sales tax / Use tax shall be charged extra.

Professional Services Fee	Amount (US\$)
See Exhibit C for additional Professional Services details, pricing and SOW	

IN WITNESS whereof the parties or their duly authorized representatives have entered into this Sales Order on the date set out above.

Customer:

AiDash Inc.

By :

Name :

Title :

Date :





By :

Name :




Title :

Date :

EXHIBIT A: AiDash IVMS SaaS Plans

Legend			
 Available	 Not Available	 Coming Soon	 Additional Fee

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Remote Survey (Powered by SatelliteVision & VegetationAI)						
✓	% of OverHead Network Surveyed each Year <i>* 60% & 30% options available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.</i>	= (One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	100%*	Custom
✓	Spatial resolution of multispectral satellite data <i>AiDash shall use this or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of same or better resolution.</i>	= (50 cm for one time survey of 250 line miles)	50 cm	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer for internal use	=	Yes	Yes	Yes	Custom
✓	Supplemental remote sensing data fusion <i>AiDash may procure & fuse other remote sensing data (like SAR, Satellite Imagery, IR Satellite Imagery, LIDAR data, Aerial imagery etc.). This will NOT incur any additional cost. If client has existing LIDAR / Aerial survey program, the data from these programs may also be ingested if useful. This may incur additional cost.</i>	= (for one time survey of 250 line miles)	Yes	Yes	Yes	Custom
✓	Tree Health Survey	=	—	Yes	Yes	Custom
	Bug Infestation Survey	=	=	=	Yes	Custom
	Retrospection	=	Yes	Yes	Yes	Custom
Climate Risk Assessment for Veg Management Activities						
✓	Weather Widget with Notification	=	Yes	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes	Yes	Yes	Custom
✓	Wildfire Risk Assessment	=	Yes	Yes	Yes	Custom
Data-Driven Analysis for Regulatory / Budgeting Support						
✓	Rate Case Support	=	Yes	Yes	Yes	Custom
✓	Compliance Reports	=	Yes	Yes	Yes	Custom
✓	Budget Planning	=	Yes	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Cycle / Routine Veg Management		 (at feeder level)	 (at feeder level)	 (at feeder & sub-feeder level)	 (at feeder, sub-feeder & span level)	
✓	Next Trim Year (NTY) prediction	=	Yes	Yes	Yes	Custom
✓	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
✓	Planning	Yes	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Yes	Custom
✓	Basic Bid Packets	Yes	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
Danger / Hazard Tree Management						
✓	Hazard Tree Backlogging / Assessment	Yes	Yes	Yes	Yes	Custom
✓	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
✓	Tree Health Analysis	=	=	Yes 	Yes	Custom
	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	=	=	=	Yes 	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
Off-cycle / Hotspotting / Risk-based Veg Management				 (at feeder & sub-feeder level)	 (at feeder, sub-feeder & span level)	
✓	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	=	=	Advanced	Advanced	Custom
✓	Planning	=	=	Yes	Yes	Custom
✓	Execution	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Work Units & Advanced Bid Packets						
✓	Access / Equipment Type Analysis	=	=	Yes	Yes	Custom
✓	Work Units	=	=	Yes	Yes	Custom
✓	Effort & Should Cost Estimate	=	=	Yes	Yes	Custom
✓	Bid Packets	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom
Insights (Metrics & Predictions)						
✓	In-module insights	Yes <i>(Limited to insights that can be derived without remote survey)</i>	Yes	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	=	Yes	Custom
Custom Form Field & Custom Task						
	Custom Form Field <i>Create & manage form fields within modules (Cycle Trim etc.)</i>	Yes	Yes	Yes	Yes	Custom
	Custom Sub-Task <i>Create & manage tasks within modules (E.g. apply TGR when performing Cycle Trim)</i>	Yes	Yes	Yes	Yes	Custom
	Custom Task <i>Create & manage tasks as a separate module. (E.g. pole inspection)</i>	Yes	Yes	Yes	Yes	Custom
Reports & Dashboard						
✓	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
	Custom Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
Enhanced Field Service Management						
	Field Crew & Contractor Management	Yes	Yes	Yes	Yes	Custom
	Adhoc Task Dispatch & Management	Yes	Yes	Yes	Yes	Custom
	Timesheet Management	Yes	Yes	Yes	Yes	Custom
Mobile App						
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle Trim - Work Management	Yes	Yes	Yes	Yes	Custom
✓	Danger / Hazard Tree - Work Management	Yes	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Yes	Custom
	Custom Task - Work Management	Yes	Yes	Yes	Yes	Custom
	Enhanced Field Service Management <i>*Available only if Enhanced Field Service Mgmt module is purchased</i>	Yes	Yes	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)	ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Implementation, Customization, Deployment & Support					
✓ Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Yes	Custom
✓ Unique URL <i>(https://ivms.<customername>.aidash.io)</i>	Yes	Yes	Yes	Yes	Custom
✓ Basic Customer Branding	Yes	Yes	Yes	Yes	Custom
✓ SSO / Domain Authentication	Yes	Yes	Yes	Yes	Custom
✓ Non-standard Integrations & Customizations	=	=	Yes	Yes	Custom
✓ Standard Support <i>(Standard SLA, 9AM - 5PM, Mon-Fri)</i>	Yes	Yes	Yes	Yes	Custom
✓ Enhanced Support <i>(Custom SLA, e.g. 12/7/365, 24/7/365)</i>	=	=	=	Yes	Custom
✓ Guaranteed Dedicated Instance / Single tenant deployment	Yes	Yes	Yes	Yes	Custom
Capital project geo-clustering & prioritization 					
Geo-clustering of veg management projects with other capital projects	=	Yes	Yes	Yes	Custom
Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Yes	Custom
CRIS (Upgrade Product - not part of core IVMS)					
✓ Weather Dashboard & Forecast	=	Yes	Yes	Yes	Custom
✓ Storm Management	=	Yes	Yes	Yes	Custom
✓ Wildfire Management	=	Yes	Yes	Yes	Custom
✓ Insights for PSPS	=	Yes	Yes	Yes	Custom
IEMS (Upgrade Product - not part of core IVMS)					
✓ Encroachment Management <i>(E.g. illegal construction inside ROW)</i>	=	Yes	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Remote Survey (Powered by SatelliteVision & VegetationAI)					
✓	% of OverHead Network Surveyed each Year <i>* 60% & 30% option available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.</i>	= (One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	Custom
✓	Spatial resolution of multispectral satellite data <i>AiDash shall use this or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of same or better resolution.</i>	= (50 cm for one time survey of 250 line miles)	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer under internal use / derivative license	=	Yes	Yes	Custom
✓	Supplemental remote sensing data fusion <i>AiDash may procure & fuse other remote sensing data (like SAR Satellite imagery, IR Satellite imagery, LIDAR data, Aerial imagery etc.). This will NOT incur any additional cost. If client has existing LIDAR / Aerial survey program, the data from these programs may also be ingested, if useful. This may incur additional cost.</i>	= (for one time survey of 250 line miles)	Yes	Yes	Custom
✓	Tree Health Survey	=	=	Yes	Custom
	Bug Infestation Survey	=	=	Yes	Custom
	Retrospection	=	Yes	Yes	Custom
Climate Risk Assessment for Veg Management Activities					
✓	Weather Widget with Notification	=	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes	Yes	Custom
✓	Wildfire Risk Assessment	=	Yes	Yes	Custom
Data Driven Analysis for Regulatory / Budgeting Support					
✓	Rate Case Support	=	Yes	Yes	Custom
✓	Compliance Reports	=	Yes	Yes	Custom
✓	Budget Planning	=	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Cycle / Routine Veg Management					
✓	RoW Vegetation Management	—	Yes	Yes	Custom
✓	Vegetation Profile Assessment (inside & outside RoW) <i>Vegetation height profile, clearance etc.</i>	—	Yes	Yes	Custom
✓	Grow-in Risk Assessment	—	Yes	Yes	Custom
✓	Fall-in Risk Assessment	—	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	—	Yes	Yes	Custom
✓	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Planning	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Custom
✓	Basic Bid Packets	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Custom
Danger / Hazard Tree Management					
✓	Hazard Tree Backlogging / Assesment	Yes	Yes	Yes	Custom
✓	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Vegetation Profile Assesment (outside RoW) <i>Tree count, Striking tree count etc.</i>	—	Yes	Yes	Custom
✓	Tree Health Analysis	—	—	Yes	Custom
✓	Recommended Actions (outside RoW)	—	Yes	Yes	Custom
	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	—	—	Yes	Custom
	Retrospection	Yes	Yes	Yes	Custom
Off-cycle / Hotspotting / Risk-based Veg Management					
✓	Grow-in Risk Assessment	—	Yes	Yes	Custom
✓	Fall-in Risk Assessment	—	Yes	Yes	Custom
✓	RoW Vegetation Management	—	Yes	Yes	Custom
✓	Vegetation Profile Assesment (inside & outside RoW) <i>Vegetation height profile, clearance etc.</i>	—	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	—	Yes	Yes	Custom
✓	Criticality Score	—	Advanced	Advanced	Custom
✓	Planning	—	Yes	Yes	Custom
✓	Execution	—	Yes	Yes	Custom
	Retrospection	—	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Work Units & Advanced Bid Packets 📁		📁	📁	📁	📁
✓	Access / Equipment Type Analysis	=	Yes	Yes	Custom
✓	Work Units	=	Yes	Yes	Custom
✓	Effort & Should Cost Estimate	=	Yes 📁	Yes	Custom
✓	Bid Packets	=	Yes	Yes	Custom
📁	Retrospection	=	Yes	Yes	Custom
Insights (Metrics & Predictions)		📁	📁	📁	📁
✓	In-module insights	Yes <i>(Limited to insights that can be derived without remote survey)</i>	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	Yes 📁	Custom
Custom Form Field & Custom Task		📁	📁	📁	📁
📁	Custom Form Field <i>Create & manage form fields within modules (Cycle / Routine Veg Management)</i>	Yes	Yes	Yes	Custom
📁	Custom Sub-Task <i>Create & manage tasks within modules (E.g. apply TGR when performing Cycle / Routine Veg Management)</i>	Yes	Yes	Yes	Custom
📁	Custom Task <i>Create & manage tasks as a separate module (E.g. pole inspection)</i>	Yes	Yes	Yes	Custom
Reports & Dashboard		📁	📁	📁	📁
✓	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Custom
📁	Custom Reports & Dashboard	Yes	Yes	Yes	Custom
Enhanced Field Service Management 📁		📁	📁	📁	📁
📁	Field Crew & Contractor Management	Yes	Yes	Yes	Custom
📁	Adhoc Task Dispatch & Management	Yes	Yes	Yes	Custom
📁	Timesheet Management	Yes	Yes	Yes	Custom
Mobile App		📁	📁	📁	📁
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle / Routine Veg Management - Work Management	Yes	Yes	Yes	Custom
✓	Danger / Hazard Tree - Work Management	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Custom
📁	Custom Task - Work Management	Yes	Yes	Yes	Custom
📁	Enhanced Field Service Management <i>Available only if Enhanced Field Service Mgmt module is purchased</i>	Yes	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Implementation, Customization, Deployment & Support		✓	✓	✓	✓
✓	Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Custom
✓	Unique URL (<i>https://ivms.<customername>.aidash.io</i>)	Yes	Yes	Yes	Custom
✓	Basic Customer Branding	Yes	Yes	Yes	Custom
✓	SSO / Domain Authentication	Yes	Yes	Yes	Custom
✓	Non-standard Integrations & Customizations	=	Yes 🏷️	Yes 🏷️	Custom
✓	Standard Support (<i>Standard SLA, 9AM - 5PM, Mon-Fri</i>)	Yes	Yes	Yes	Custom
✓	Enhanced Support (<i>Custom SLA, e.g. 12/7/365, 24/7/365</i>)	=	=	Yes 🏷️	Custom
✓	Guaranteed Dedicated Instance / Single tenant deployment	Yes 🏷️	Yes 🏷️	Yes	Custom
Capital project geo-clustering & prioritization 🏷️		📁	✓	✓	✓
📁	Geo-clustering of veg management projects with other capital projects	=	Yes	Yes	Custom
📁	Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Custom
CRIS 🏷️ (Upgrade Product - not part of core IVMS)		📁	✓	✓	✓
✓	Weather Dashboard & Forecast	=	Yes	Yes	Custom
✓	Storm Management	=	Yes 🏷️	Yes 🏷️	Custom
✓	Wildfire Management	=	Yes 🏷️	Yes 🏷️	Custom
✓	Insights for PSPS	=	Yes 🏷️	Yes 🏷️	Custom
IEMS 🏷️ (Upgrade Product - not part of core IVMS)		📁	✓	✓	✓
✓	Encroachment Management (<i>E.g. 🏗️ at construction inside RoW</i>)	=	Yes	Yes	Custom
<p>Confidentiality Notice: The information contained in this document is confidential and contains proprietary information and intellectual property of Aikesh Inc. Neither this document nor any information contained herein may be reproduced or disclosed to any other person or entity without the express written permission of Aikesh Inc.</p>					

EXHIBIT B: Support SLA

1. Definitions.

For purposes of this Exhibit, the following terms have the meanings set forth below. All initial capitalized terms in this Exhibit that are not defined in this Exhibit B shall have the respective meanings given to them in the Agreement.

"Contact List" means a current list of AiDash contacts, emails and telephone numbers set forth in the attached Exhibit to enable Customer to escalate its Support Requests, including: the first person to contact and the persons in successively more qualified or experienced positions to provide the support sought.

"Customer Cause" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by AiDash: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software/Services by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software/Services by Customer; (c) any use of the Software/Services by Customer in a manner inconsistent with the then-current Documentation or, to the extent consistent with and not limiting of the Documentation; (d) any use by Customer of any Third-Party Products that AiDash has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of the Software/Services.

"Customer Systems" means Customer's and/or its Clients' information technology infrastructure, including Customer's and /or its Clients' computers, software, databases, electronic systems (including database management systems), and networks.

"Error" means any reproducible failure of the Service and/or Software/Service to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

"First Line Support" means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the AiDash's website for proper use of the Software/Services.

"Other Services" means the services requested by Customer and performed by AiDash in connection with any apparent Service and/or Software Error that is not included in the First Line Support.

"Resolve" and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in [Section 2.2](#).

"Service Levels" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"Service Level Table" means the table set out in [Section 2.2](#).

"Severity Level 1 Error" has the meaning set forth in the Service Level Table.

"Severity Level 2 Error" has the meaning set forth in the Service Level Table.

"Severity Level 3 Error" has the meaning set forth in the Service Level Table.

"Support Fees" has the meaning set forth in [Section 3.1](#).

"Support Hours" means US Eastern Time working hours (9 AM – 5 PM), Monday – Friday excluding national holidays unless otherwise specified in additional Service Level Agreement(s)(SLAs).

"Support Period" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"Support Request" has the meaning set forth in [Section 4](#).

"Support Services" means AiDash's support of the then-current version and release of the Software/Service, including First Line Support but excluding any Other Services.

"Third-Party Products" means all third-party software [(including all Open Source Components)], computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

2. Support Services. AiDash shall perform all First Line Support and the Other Services requested by the Customer during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement, including the Service Levels and other AiDash obligations set forth in this [Section 2](#).

2.1 Support Service Responsibilities. AiDash shall use commercially reasonable efforts to (a) respond to and try to resolve all Support Requests in accordance with the Service Levels; (b) provide unlimited First Line Support to Customer during all Support Hours by means of the e-mail address **l1.support@aidash.com**; (c) provide to Customer all such Other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 Service Levels. Response and Resolution times will be measured from the time AiDash receives a Support Request until the respective times AiDash has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that AiDash has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. AiDash shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Customer's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after AiDash's investigation of the reported Error and consultation with Customer:

Severity	Definition	Required Service Level	Required Service Level
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Level of Error		Response and Response Time	Resolution Time
<p>1</p>	<p>Business Critical Failures: An Error that:</p> <ul style="list-style-type: none"> (a) materially affects the operations of the Customer’s business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software/Service or (ii) Customer’s use of any major function of the Software/Service. 	<p>Level 1 Response: AiDash shall acknowledge receipt of a Support Request within 4 working hours.</p> <p>Level 2 Response: AiDash shall work on the problem continuously and try to:</p> <ul style="list-style-type: none"> (a) restore the Software/Services to a state that allows the Customer to continue to use all functions of the Software/Service] in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided. 	<p>AiDash shall Resolve the Support Request as soon as practicable and try to resolve it, no later than 24 hours after AiDash’s receipt of the Support Request.</p> <p>If the AiDash Resolves the Support Request by way of a work-around accepted in writing by Customer, the severity level assessment will be reduced to a Severity Level of Error 2.</p>
<p>2</p>	<p>System Defect with Work-around:</p> <ul style="list-style-type: none"> (a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer’s business or marketability of its service or product. 	<p>Level 1 Response: AiDash shall acknowledge receipt of a Support Request or, where applicable, Customer’s written acceptance of a Severity Level 1 Error work-around, within 6 working hours.</p> <p>Level 2 Response: AiDash shall, within 2 Business Days after the Level 1 Response time has elapsed, try to provide:</p> <ul style="list-style-type: none"> (a) an emergency Software/Services fix or work-around; or (b) temporary Software/Services release or update release, that allows the Customer to continue to use all functions of the 	<p>AiDash shall Resolve the Support Request as soon as practicable and try to resolve it no later than 2 Business Days after AiDash’s receipt of the Support Request or, where applicable, Customer’s written acceptance of a Severity Level 1 Error work-around.</p>

		Software/Services in all material respects.	
3	<p>Minor Error: An isolated or minor Error in the Software/Services that meets each of the following requirements:</p> <p>(a) does not significantly affect Software/Service functionality;</p> <p>(b) can or does impair or disable only certain non-essential Software/Service functions;</p> <p>(c) does not materially affect Customer’s use of the Software/Service; and</p> <p>(d) has no or no more than a minuscule effect on the operations of Customer’s business or marketability of its service or product.</p>	<p>Level 1 Response: AiDash shall acknowledge receipt of the Support Request within 8 working hours.</p>	<p>AiDash shall try to Resolve the Support Request as soon as practicable and try to resolve it no later than 5 Business Days after AiDash’s receipt of the Support Request.</p>

2.3 Escalation to Parties’ Managers. If AiDash does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the parties’ respective designated relationship managers and then to their respective senior management.

2.4 Time Extensions. Customer may, on a case-by-case basis, grant/agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.5 AiDash Updates. AiDash shall give Customer [regular/monthly] electronic or other written reports and updates of (a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of AiDash’s response and Resolution; (b) its Service Level performance, including Service Level response and Resolution times.

2.6 Other Services. AiDash shall, at Customer’s request, provide to Customer the Other Services in accordance with the terms and conditions of this Exhibit and the Agreement.

2.7 Time of the Essence. AiDash acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that AiDash’s prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 Support Fees. The support fee (the “**Support Fees**”) is included in the annual SaaS fee. Payment to AiDash of the Support Fees pursuant to this [Section 3](#) will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Exhibit are firm and will not be modified during the Support Period.

4. Support Requests.

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in [Section 2.2](#) (each a “**Support Request**”). Customer shall notify AiDash of each Support Request by e-mail or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer shall provide the AiDash with (a) prompt notice of any Errors; and (b) each of the following to the extent possible and reasonably necessary to assist AiDash to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request (i) direct access at Customer’s premises to the Customer Systems and the Customer’s files, equipment and personnel; (ii) output and other data, documents and information, each of which is deemed Customer’s Confidential Information as defined in the Agreement; and (iii) remote access to the Customer Systems, subject to AiDash’s compliance with all of Customer’s security and encryption requirements notified to AiDash in writing]; and (iv) such other reasonable cooperation and assistance as AiDash may request.

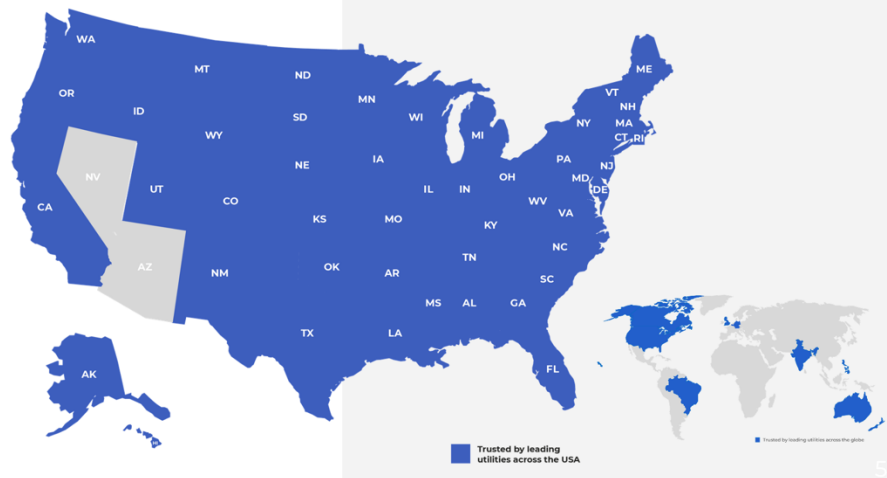
Please enter descriptions of any Professional Services project being delivered other than Standard Implementation & Configuration.

Sole Source Justification – AiDash Intelligent Vegetation Management System (IVMS)

1. Uniqueness:

- a. The AiDash AI models used to make the predictions have been pre-trained by AiDash in territories that are the like The City of High Point’s territory. Each region/state has unique vegetation patterns, terrain, and risks. An AI model for vegetation management is only as good as the training it has received in similar regions. AiDash AI models have already been deployed and pre-trained in 48 of 50 US states, including North Carolina and the surrounding areas. This puts AiDash’s AI models uniquely positioned to deliver consistently accurate results for The City of High Point.

Trusted by Utilities Around the World



- b. AiDash’s proven capabilities, including deployments in over 125 utilities for vegetation growth modeling and predicted trim year, are a proprietary and patented technology (<https://patents.google.com/patent/US11842538B2>) that numerous utilities have validated with very high confidence.
- c. AiDash offers a unique turnkey solution that is quick to deploy, modify, and scale and is end-to-end, covering key functionalities – imagery acquisition, imagery analytics, data process, use-case specific analytics, end-use, and vendor workflows.
- d. AiDash offers the only deployed at scale solution that combines satellite-based analytics, multi-year planning and budgeting, workforce management and mobile application for managing crews in the field, and a centralized data management dashboard.
- e. AiDash AI models have been deployed and tested through its customers in wildfire threat regions of CA, CO, WA, ID, OR, UT and NM.
- f. AiDash is the only satellite and AI powered technology provider that can ID optimal work type and include ancillary variables, such as land use, location, grade/slope, fire risk, and population density and present the data in a rich and intuitive web application.
- g. AiDash has unique, proprietary, and proven technology to correct the GIS location of conductors as compared to current shape file data on large networks at scale. AiDash has already corrected over 1,000,000 miles of T&D network. All analysis is made using



this corrected GIS data. Without such a corrected GIS file, any provider's predictions will be too inaccurate to be of any value for utility vegetation management.

- h.** AiDash has a proprietary tree health module that enables utilities to leverage our AI's analytics to detect declining health trees and proactively remove them before causing an outage.
- i.** AiDash can be a system of record and will digitize the trimming records and plans for utilities.

2. Timeframe:

- a.** A new vendor will be required to train its vegetation growth rate model on The City of High Point's service territory. This could take over a year. AiDash AI models are already pre-trained on North Carolina, and we have scanned and analyzed the region's vegetation within in a very close proximity to The City of High Point.
- b.** AiDash has extensive relationship with world's leading satellite constellations to procure satellite imagery at scale, quickly and reasonable cost. The scale is proven as indicated by them being the only provider who has delivered large-scale deployments on large networks.

3. Others:

- a.** AiDash has a proprietary Artificial intelligence-based approach to purchasing and acquiring satellite data, which is cost-effective for The City of High Point.
- b.** AiDash platform uses satellite imagery, which is significantly cheaper than LiDAR, aerial, or ground-based imagery. The Quality of satellite imagery is increasing each year, with much higher resolution available in coming years.
- c.** AiDash technology is tested and deployed at over 125 utilities on over 1,000,000 miles of T&D network. The positive results of these deployments are proven across multiple years of deployment. No other vendor has a proven and patented technology deployed for multiple years at such a large scale.
- d.** AiDash is SOC 2, Type 2 Compliant

A background image showing a satellite in space, orbiting Earth. The satellite has a large parabolic dish antenna and solar panels. The Earth is visible in the background, showing green landmasses and blue oceans.

AiDash IVMS (Intelligent Vegetation Management System) Proposal for Pilot Project

SUBMITTED BY



Jason Guy
Director of Sales

AiDash: Overview

About

Incorporated:
Jan 29, 2019

Offices:
San Jose CA | Reston VA | Austin TX
London UK | Bengaluru IND

Partners



Customer Testimonials



“A time-based cycle approach
prune plan is best practice today,
but a data-driven optimized
approach will soon be the **industry’s
best management practice.**”



Bertram Stewart
Vegetation Strategy Manager
National Grid



“In year one we **eclipsed all
(SAIFI) targets for all operating
companies** after we
implemented IVMS. In year two
we performed better than the
previous year and still eclipsed all
targets across the board. That was
for us, very positive results.”

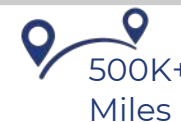


Heath Williams
Senior Analyst, Vegetation
Management
Entergy

Investor(s): \$43M USD Series A & B



Metrics



Live on **+500K Miles** of
T&D Lines



Deployed in **45 states &
5 continents**



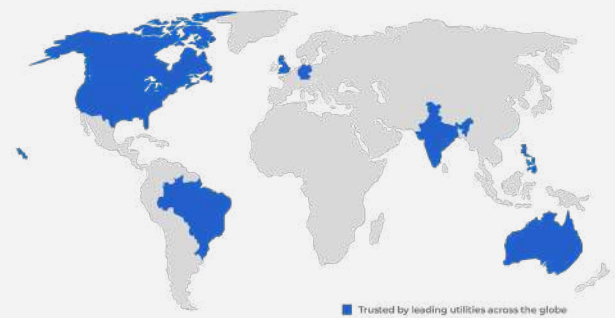
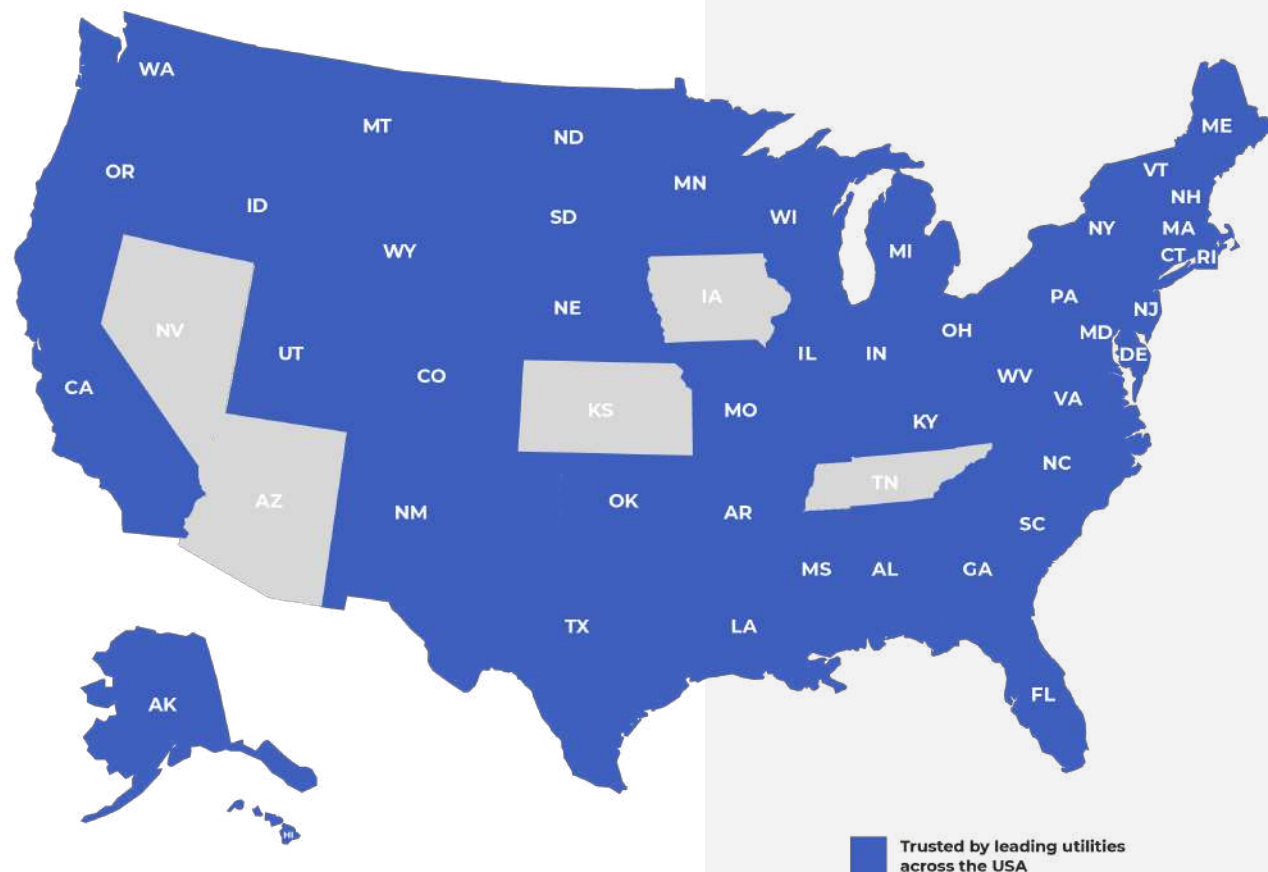
**World’s 1st Satellite-
Powered Vegetation
Management**



90+ Utility Clients



Trusted by Utilities Around the World





AiDash IVMS Proposal for Pilot



PATENT PENDING	Technology 	Platforms 	License SaaS Perpetual
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Goal of Pilot / Summary of Scope

Goal of Pilot

Deploy our standard solution on a small part of your network to:

- ✓ **Build your confidence in our technology**
- ✓ **Demonstrate and quantify the value of partnering with us**
- ✓ **Capture specific use cases that we can explore during full deployment across your entire network**

Scope Summary

IVMS (Desktop & Field Application)

Satellite-Powered

Cycle Trim Module

- Predicted Trim Year (circuit & sub-circuit analysis)
- Criticality Score
- Total Effort Index
- % of network with no veg. within a specific distance of conductor¹
- Planning/budget optimization
- Bid packet creation
- Task assignment & progress monitoring

Risk Module

- Grow-in Risk (inside ROW)
- Fall-in Risk (inside ROW and outside ROW)
- Wildfire risk (if applicable)
- Criticality Score
- Planning/budget optimization
- Task assignment & progress monitoring

Data Capture

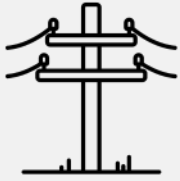
Hazard/Danger Tree Logging

- Hazard/Danger Tree Logging on mobile app
- Work prioritization & scheduling
- Task assignment & progress monitoring

Additional Details:

- Up to **250** miles of distribution lines under customer service area
- Unlimited pilot users
- Reports (as mutually agreed)
- Third party integrations are excluded

— AiDash proposes to set up a dedicated instance of IVMS with following modules configured & customized as per client requirements.



Line Clearance

Cycle trim planning
Hot-spotting / Mid-cycle trim



Work Management

Contractor management & bid packs
Work orders
Work prioritization & scheduling



Hazard Tree

Outside RoW
Inside RoW



Budget Planning

Budget allocation & optimization
Contractor spend optimization



Remote Survey

Transmission line survey
Regulatory reports

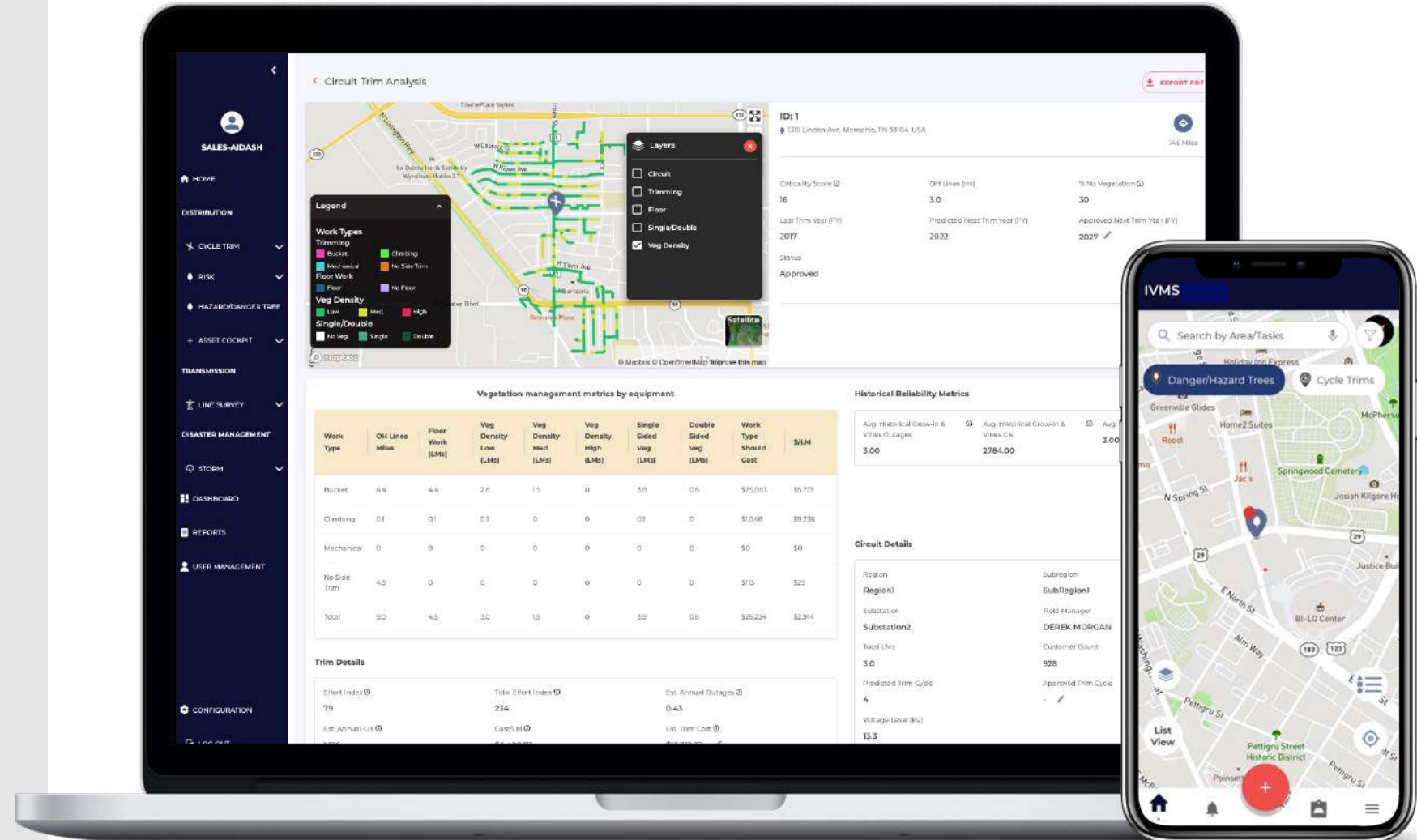


Herbicides & Growth Regulators

Reports, dashboards & customizations

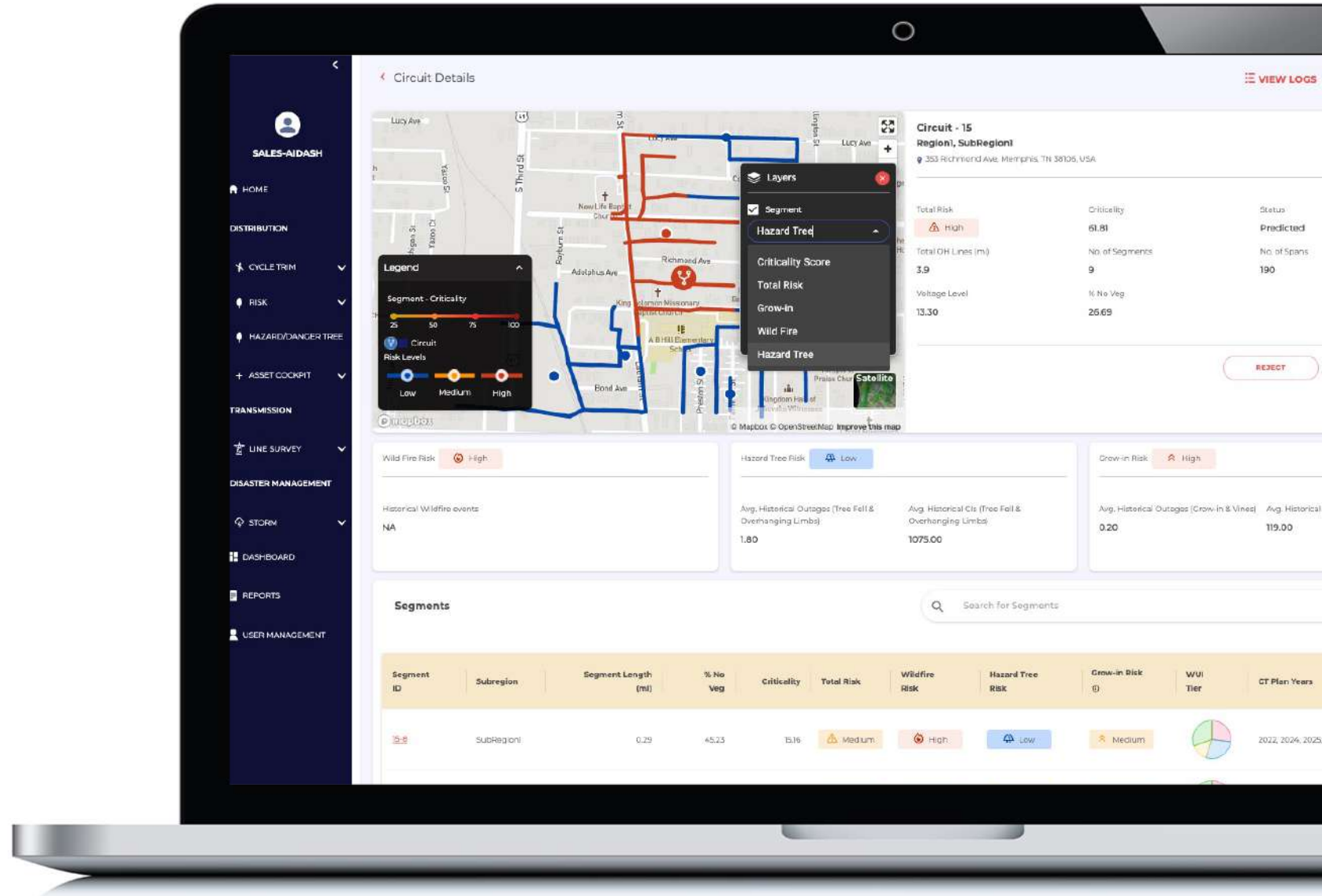
Line Clearance Module

- Cycle trim planning
- Hot-spotting / Mid-Cycle Trim
- Pruning Prioritization
- Vegetation Density Analysis
- Floor Work Identification
- Work/ Equipment Type Identification



Hazard Tree Module

- Proactively Identify Hazard Trees
- Quantity Hazard Tree Risk
- Identify areas of high impact
- Circuit, Segment, and Span Level Risk Analysis



Remote Survey Module

- Transmission line survey
- Suggested Actions
- Regulatory reports

Survey Analysis

Map View Show only priority line(s) Line Subregion

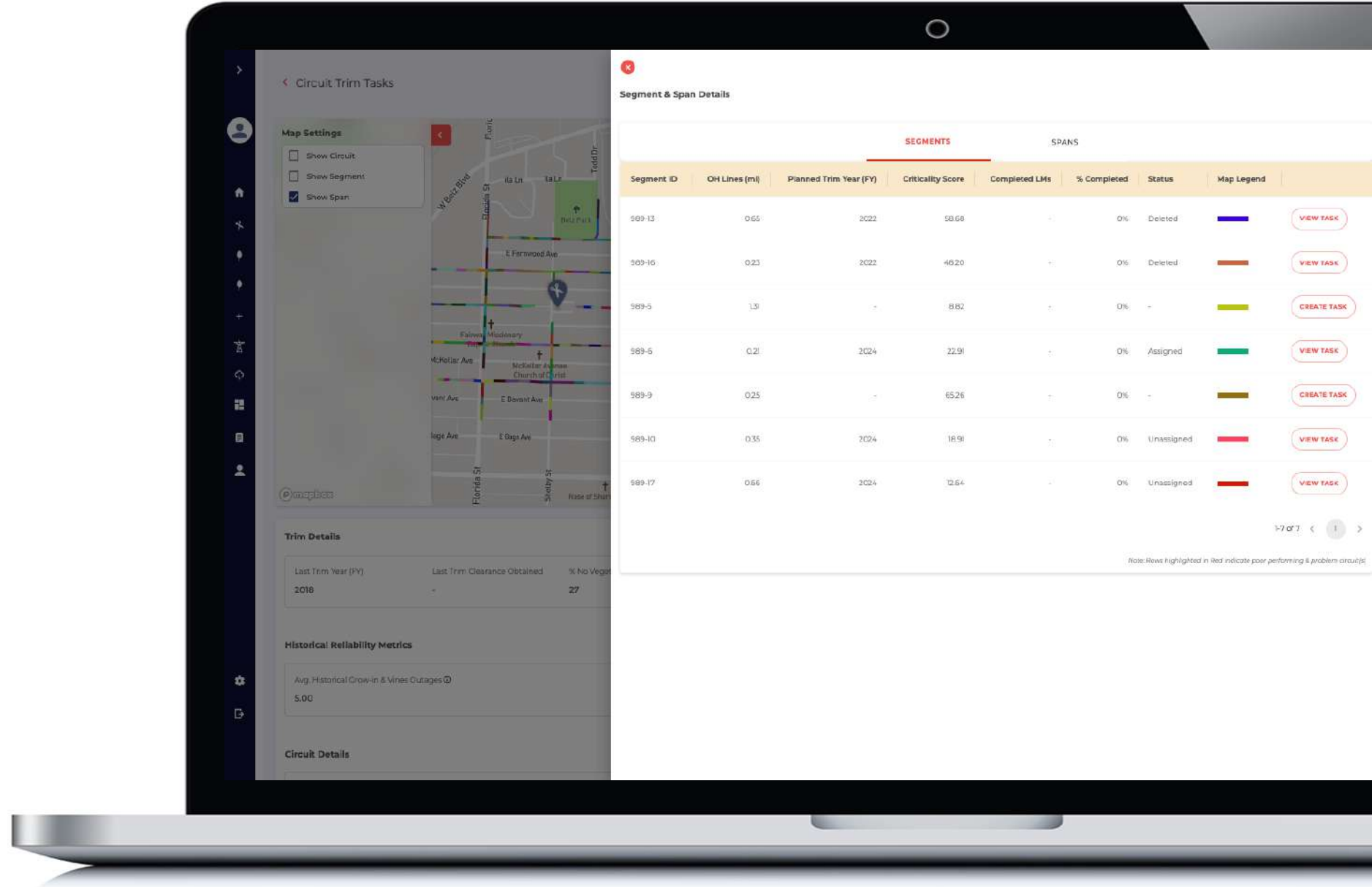
Search By Line Name

VIEW LOGS EXPORT

Line ↑	Subregion	OH Lines (mi)	Voltage (kV)	Area in RoW with Vegetation	Area in RoW with Vegetation > 15ft	Criticality Score	Total Effort Index	Total Cost	Suggested Action(s)	Predicted T
Line 1	SubRegion 1	8.95	115.0	0.49	4.37 (48.84%)	65.67	350.28	\$13,650.00	Remove Tree , Trim , Apply Herbicides/IGR	
Line 10	SubRegion 1	7.02	115.0	15.00	0.35 (5.00%)	23.51	430.83	-	NA	
Line 11	SubRegion 1	6.77	115.0	0.03	0.00 (0.00%)	55.43	151.72	\$6,770.00	Trim	
Line 12	SubRegion 1	13.01	115.0	0.18	0.26 (1.98%)	63.23	383.45	-	NA	
Line 13	SubRegion 1	2.74	115.0	0.56	0.00 (0.02%)	46.61	4.10	-	NA	
Line 14	SubRegion 1	4.78	115.0	0.41	0.00 (0.00%)	70.56	32.59	-	NA	
Line 15	SubRegion 1	11.21	115.0	0.35	0.00 (0.00%)	44.99	509.61	\$11,210.00	Trim	
Line 16	SubRegion 1	4.54	115.0	0.90	0.00 (0.02%)	68.42	33.81	\$4,540.00	Remove Tree	
Line 17	SubRegion 1	10.44	115.0	0.86	4.11 (39.34%)	25.82	195.51	\$10,440.00	Trim	
Line 18	SubRegion 1	4.06	115.0	0.13	0.70 (17.22%)	26.63	226.47	\$4,060.00	Trim	
Line 19	SubRegion 1	5.15	115.0	0.89	0.02 (0.40%)	57.83	25.42	\$5,150.00	Apply Herbicides/IGR	
Line 2	SubRegion 1	2.30	115.0	0.84	0.01 (0.25%)	92.19	80.40	\$2,300.00	Trim	
Line 20	SubRegion 1	6.13	115.0	0.94	0.00 (0.01%)	58.20	37.83	\$6,130.00	Trim	
Line 3	SubRegion 1	1.97	115.0	0.76	0.87 (44.11%)	38.38	43.27	\$1,970.00	Trim	
Line 4	SubRegion 1	1.93	115.0	0.83	1.05 (54.44%)	53.08	63.09	-	NA	
Line 5	SubRegion 1	16.18	138.0	0.55	1.38 (8.52%)	53.05	697.46	-	NA	
Line 6	SubRegion 1	1.37	115.0	0.14	0.42 (30.78%)	5.58	25.05	\$1,370.00	Remove Tree	
Line 7	SubRegion 1	2.03	115.0	0.80	0.94 (46.46%)	5.72	71.56	-	NA	
Line 8	SubRegion 1	4.68	115.0	0.91	0.22 (4.78%)	29.30	279.73	\$4,680.00	Apply Herbicides/IGR	

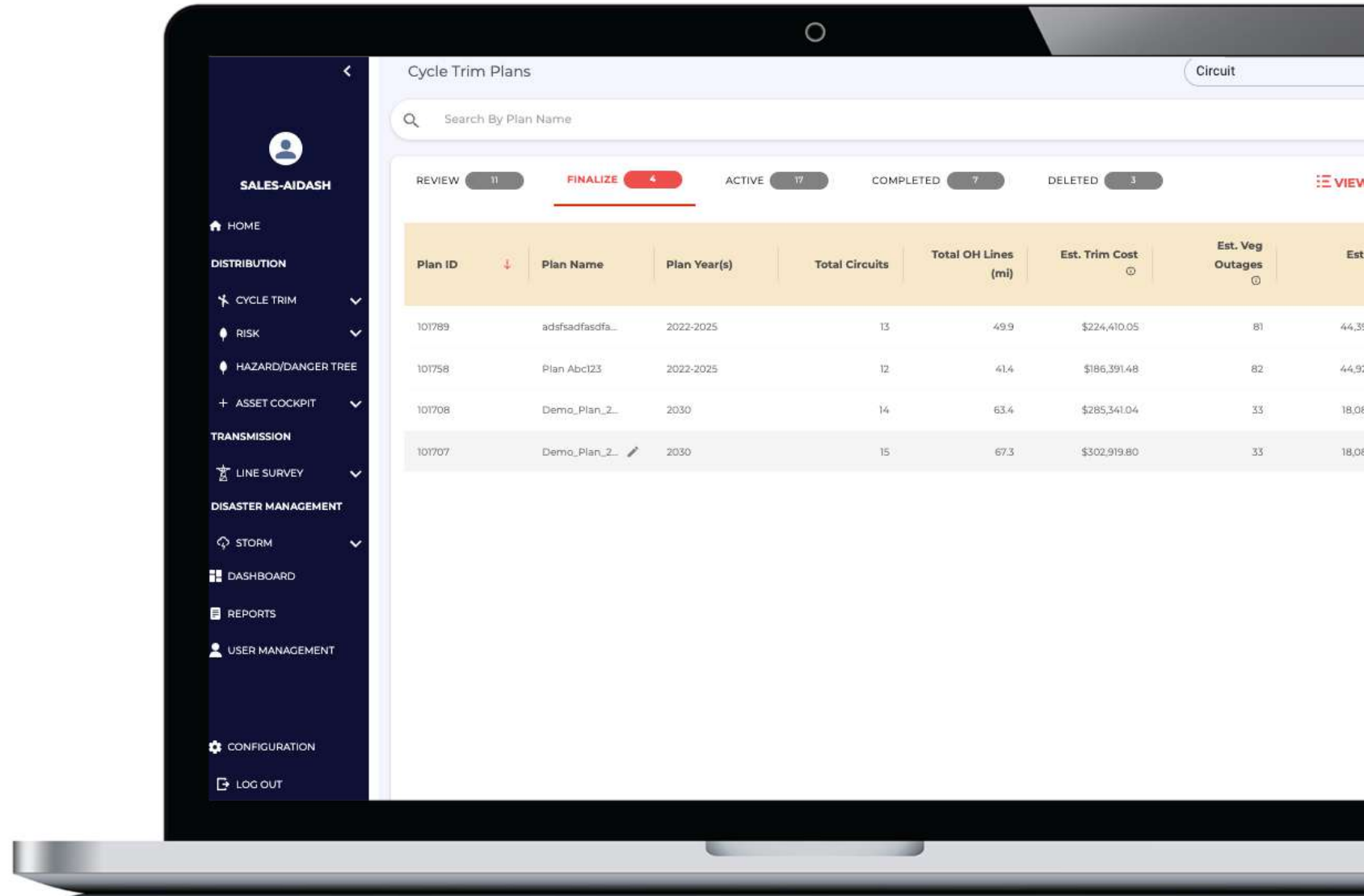
Work Management Module

- Contractor management
- Bid pack creation
- Work orders and assignment
- Work prioritization & scheduling
- Mobile application for field notes and collaboration
- Interactive dashboards to help manage contractors



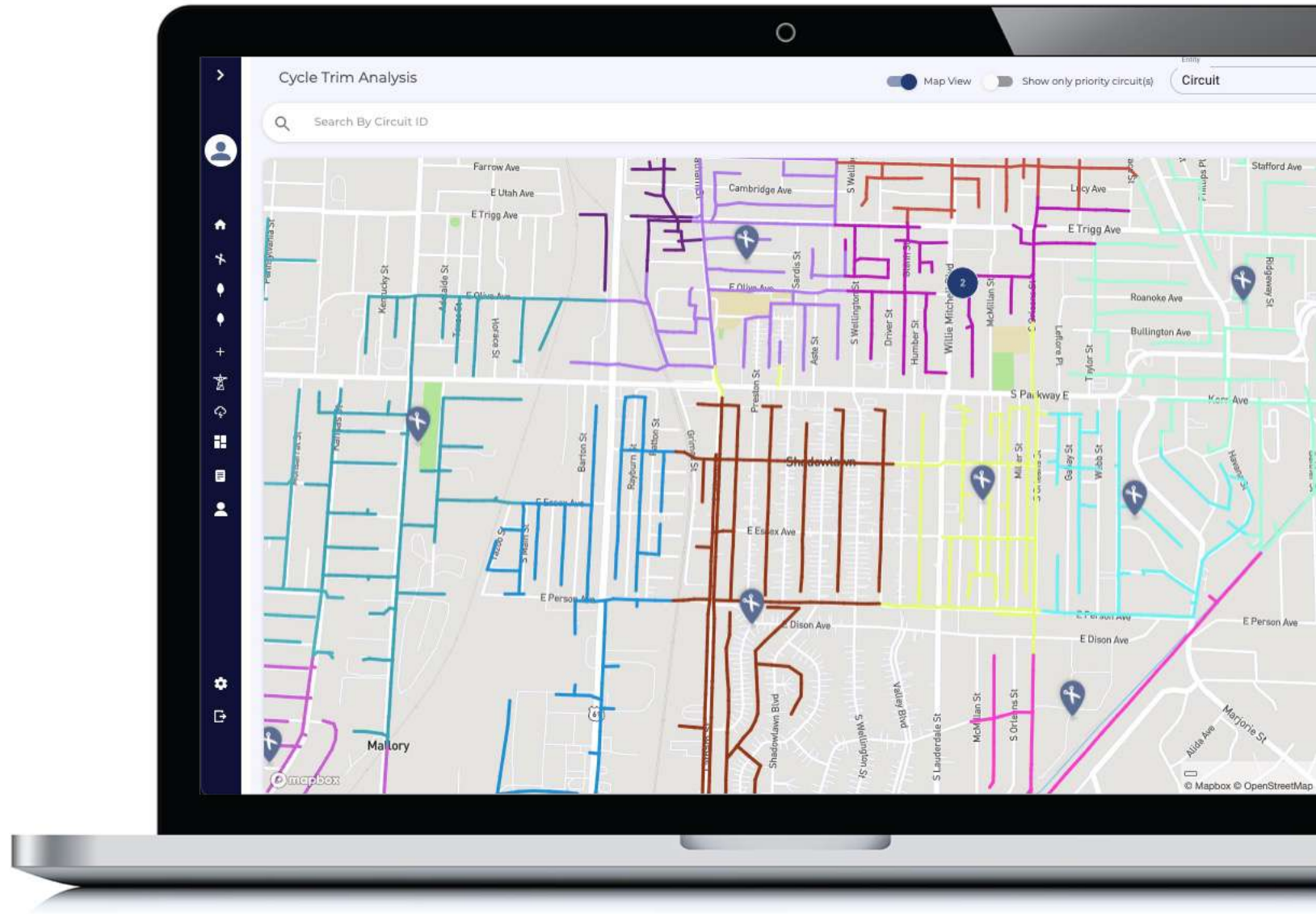
Budget Planning Module

- Budget allocation & prioritization
- Scenario-based budget planning
 - Scenarios based on impact to reliability indexes, veg-related outages, customer interruptions, and volume of work
- Accurately estimate vegetation management expenses
- Contractor spend optimization



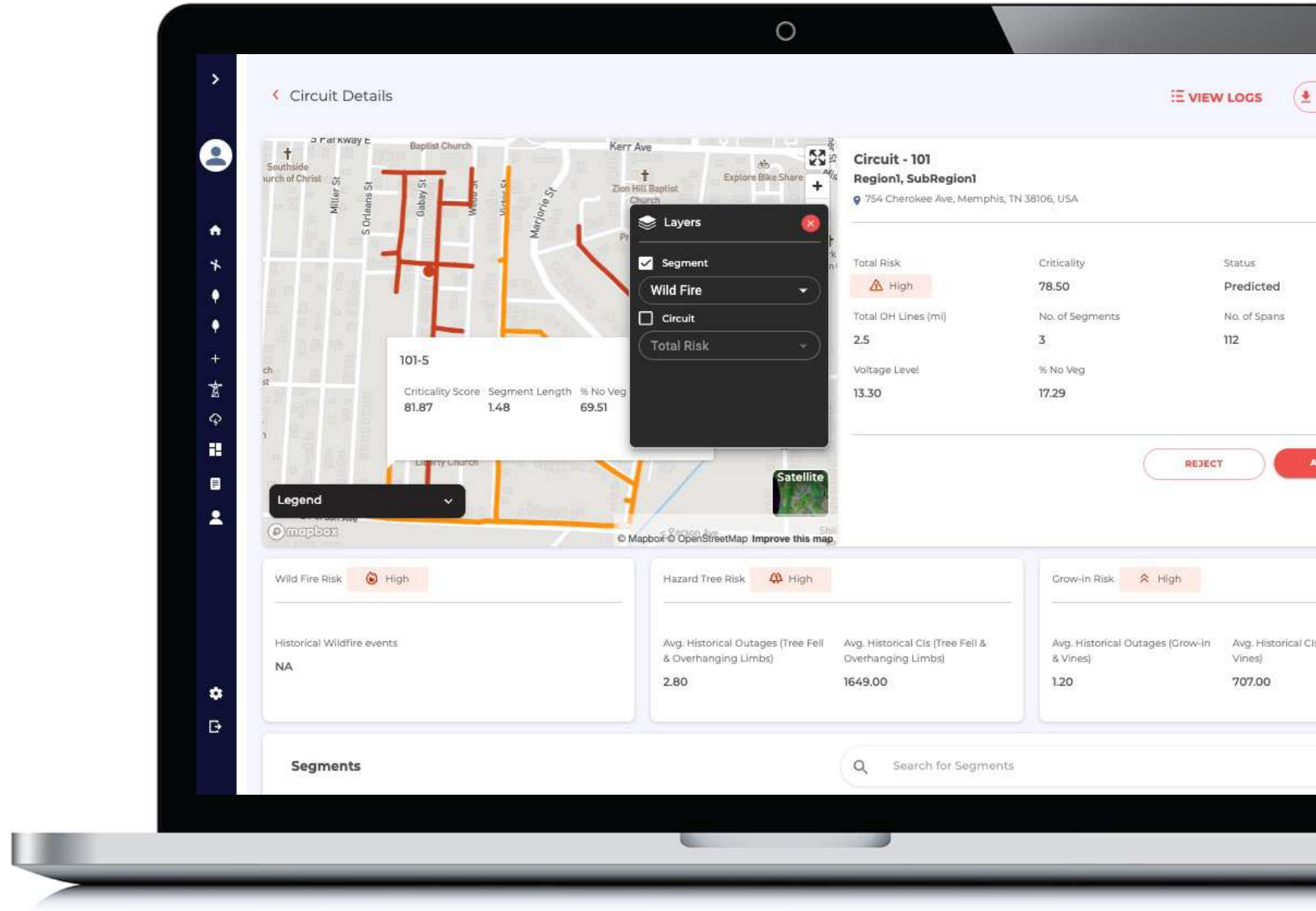
Herbicide/ Tree Growth Regulator (TGR) Efficacy Analysis

- Measure herbicide kill rates with multispectral analysis
- Change detection analysis from several years to measure TGR efficacy



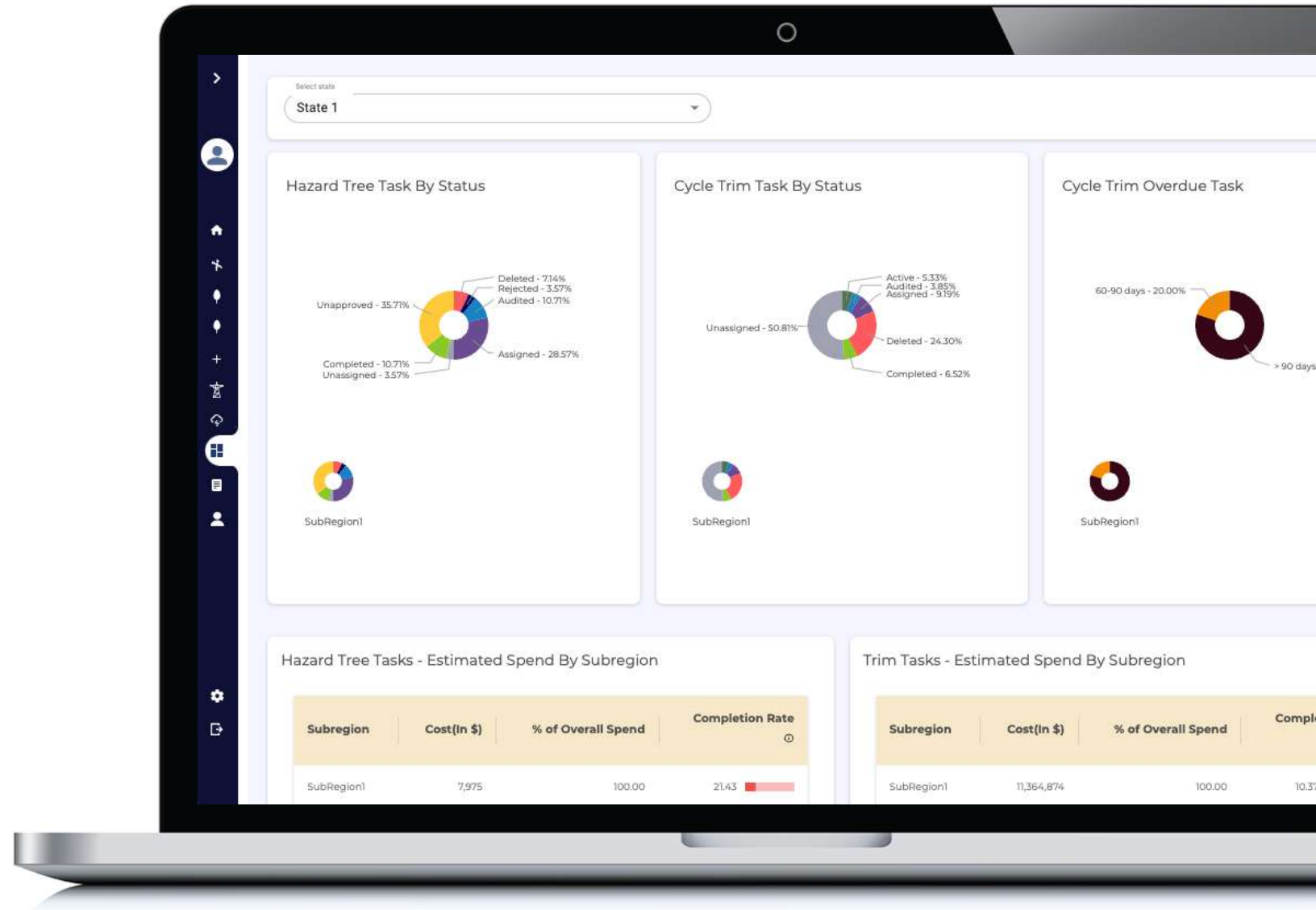
Wildfire Risk Mitigation Module

- Identify Vegetation-related ignition points
- Measure Impact
- Spread analysis, identifying fire breaks
- Quantify Wildfire Risk
- Plan wildfire mitigation activities with this analysis

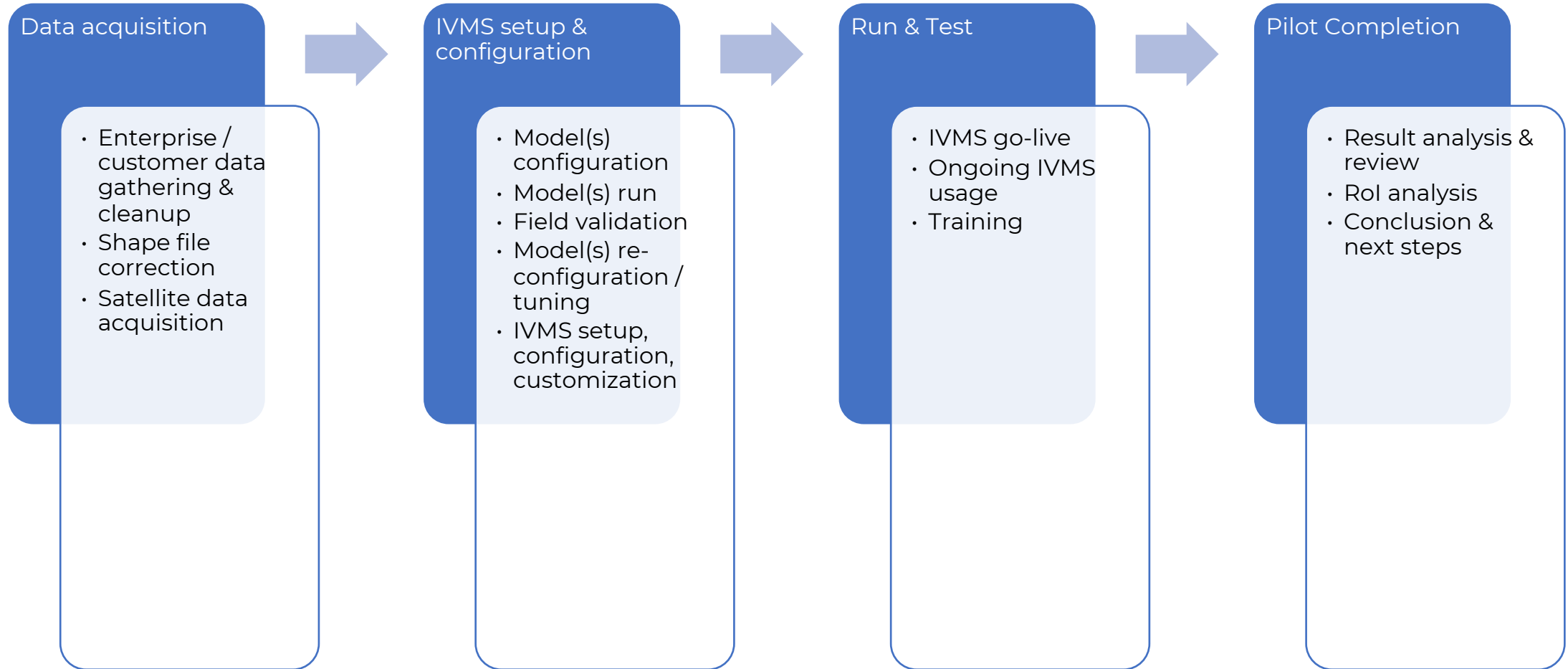


Reports, dashboards & customizations

- Creation of custom reports and dashboards
- Customize based on region
- Work Type
- Hazard Tree Tasks
- Cycle Trim Tasks
- Tasks Status
- Clearances
- Contractor allocation
- Spend analysis



Execution Plan



Pricing Plan (Pilot)

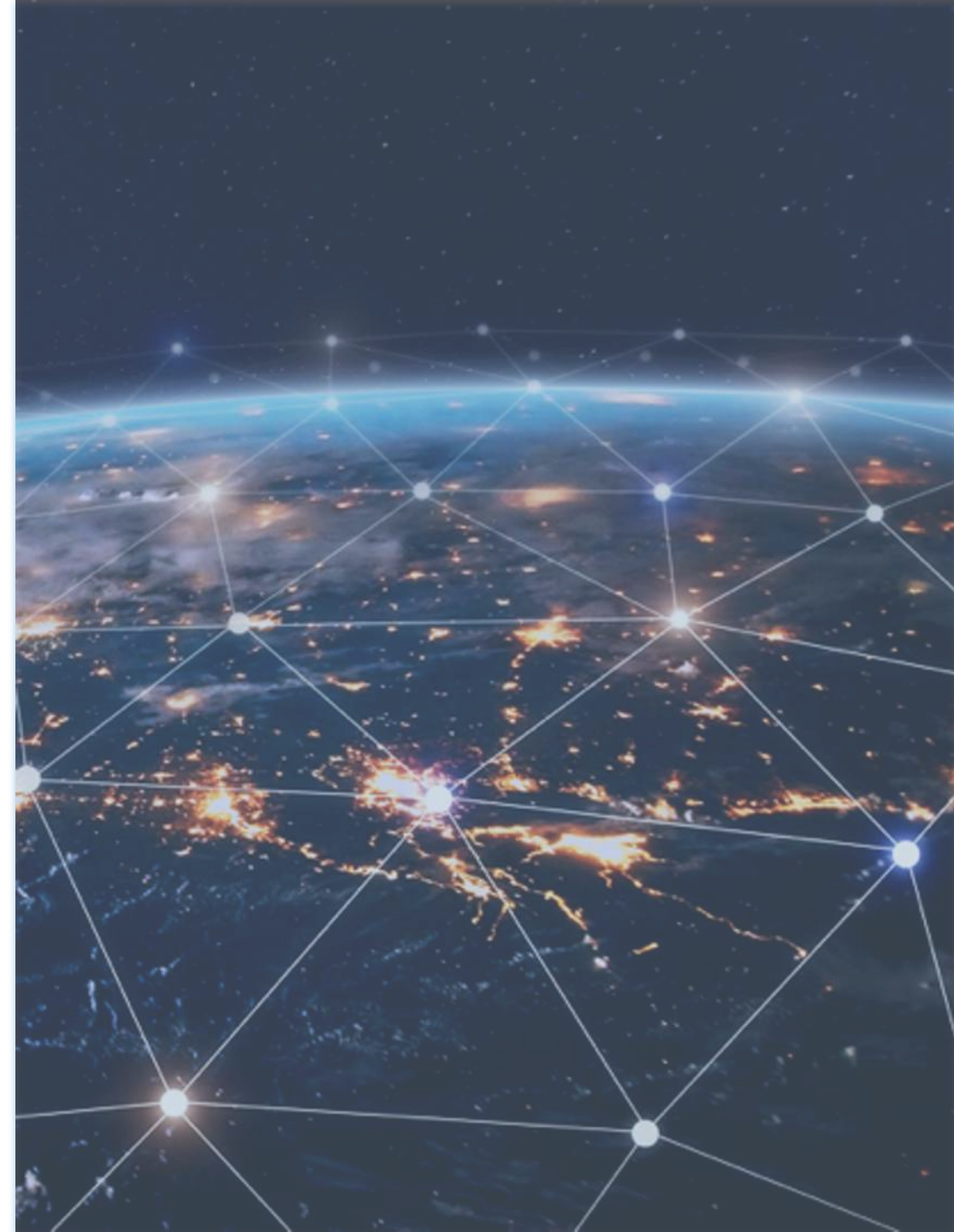
IVMS	Pilot Option
Fixed Fee (SaaS / Subscription)	\$24,900
Variable Fee (Satellite data etc)	Included
Included Line Miles	250
Total	\$24,900
Remark	

All-Inclusive Pricing:

This is all-inclusive pricing. Pricing includes satellite data, analytics, hosting, support, customizations as specified etc.

Payment Terms:

50% advance ; 50% on completion. Payable NET 30 days





Thank You

Get in touch with us at

info@aidash.com

www.aidash.com | +1 623-910-1812 |



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of the system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

**CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.**

- 1. Performance or price competition for a product are not available.
- 2. A needed product is available from only one source of supply.
- 3. Standardization or compatibility is the overriding consideration.
- 4. The parts/equipment are required from this source to permit standardization.
- 5. None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel Digitally signed by Tyler Berrier
Date: 2024.08.28 15:18:55 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

