**Phase 1 and 2 Kilowatt Transformation Project SOW**

**Statement of Work: Power Pages Client Portal Project**

This Statement of Work ("SOW") is referred to in the Master Services Agreement (the "Agreement") dated \_\_\_\_\_\_\_\_\_\_\_, by and between Kilowatt Partners and Agentic AI Services LLC ("AAI"). This SOW shall be effective upon the first to occur of (i) the date AAI commences providing the Services or (ii) the date it is signed by both parties.

**Project Overview**

This Statement of Work (SOW) outlines the scope, deliverables, and timeline for Phase 1 and Phase 2 of the Kilowatt Energy Brokerage Digital Transformation project. Following the successful completion of the Phase 0 discovery and planning phase, this project now moves into implementation.

Phase 1 will focus on building the foundational elements of the new system, including the central Dataverse database and the core business application. Phase 2 will build upon that foundation by implementing intelligent automation and comprehensive dashboards to drive efficiency and provide critical business insights.

The successful completion of these two phases will result in the full decommissioning of the legacy Microsoft Access database and the launch of a modern, scalable, and secure operational platform.

**Goals**

The primary objectives for Phase 1 and Phase 2 of this project are:

* **Implement a Scalable Data Foundation:** To build and migrate all business-critical data to a secure, centralized, and scalable "Single Source of Truth" using Microsoft Dataverse.
* **Develop a Custom Business Application:** To build a modern, user-friendly Power App that will serve as the primary tool for managing all core business operations, including account, contract, and commission management.
* **Implement Intelligent Automation:** To automate key repetitive processes, including contract generation , client management , and data retrieval, thereby reducing manual effort and freeing up valuable time.
* **Enable Data-Driven Insights:** To create a comprehensive dashboard for real-time visibility into key performance indicators, client data, and commission trends.

**Project Team and Roles**

• **Client Stakeholder (Kilowatt Owner):** The primary business expert, responsible for providing business requirements, participating in workshops, performing User Acceptance Testing (UAT), and providing timely feedback and sign-off on deliverables.

• **Project Lead / Power Platform Architect (Robbie Nicholls):** The overall technical lead, responsible for solution architecture, technical guidance to the development team, quality assurance, and serving as the primary point of contact for the Client Stakeholder.

• **Power Platform Developers (Robbie Nicholls, Luke Thurston, and Gavin Firestone):** The core development team, responsible for the hands-on configuration and development of all components as directed by the Project Lead.

**Phase 1: Foundation – Data & Application (~2-3 Months)**

This phase focuses on executing the migration of core infrastructure and data, followed by the development of the primary app. The goal is to establish the live, operational environment that will replace the legacy Microsoft Access system and disconnected file storage.

* **Exchange to Office 365 Migration:**
  + **Domain Verification:** The company's domain will be added to Microsoft 365 and undergo a preliminary verification step that does not affect current mail flow.
  + **Platform Readiness:** A pre-migration checklist will be completed to ensure the Microsoft 365 platform is fully prepared for a seamless transition.
  + **Final Backup:** A final backup of the current on-premise Exchange server will be taken before any changes are made.
  + **Mailbox Export:** Each of the four user mailboxes will be carefully exported into a secure PST file, which acts as a "snapshot" containing all emails, attachments, calendars, contacts, and the complete folder structure.
  + **Mail Routing Update:** The domain's MX record will be updated to point all new incoming mail to Microsoft 365.
  + **Mailbox Import:** The secure PST file for each user will be uploaded directly into their corresponding new Microsoft 365 mailbox.
  + **Data Verification:** Each mailbox will be accessed to verify that all emails and folders are present and correctly structured.
  + **User Reconfiguration:** Users will receive step-by-step instructions to reconnect their devices (Outlook, mobile phones) to the new service, with direct assistance available as needed.
  + **Testing:** Send-and-receive tests will be performed from every account to confirm mail flow is working correctly.
* **Migration from Dropbox to OneDrive:**
  + **Data Audit and Scoping:** The Dropbox account will be analyzed to understand the volume of data and folder complexity. Obsolete or redundant files will be identified for archival or deletion.
  + **Environment Preparation:** A target folder structure will be designed and created in OneDrive and SharePoint.
  + **Pilot Migration:** A small, non-critical subset of data will be migrated to validate the process and estimate timing.
  + **Full Migration:** The full migration will be executed using the Migration Manager to transfer files from Dropbox to OneDrive/SharePoint.
  + **Progress Monitoring:** The migration will be actively monitored via the tool's dashboard, with detailed reports on progress.
  + **Validation:** Once complete, spot-checks will be performed to verify data integrity by comparing file counts and opening critical files.
  + **User Cutover:** The team will be directed to begin using OneDrive, with clear instructions provided.
  + **Dropbox Decommissioning:** After a set period (e.g., 30 days) of successful OneDrive use, a final backup of Dropbox data will be taken and the subscription will be terminated.
* **Dataverse Implementation & Migration:**
  + **Environment Strategy:** A Development (Dev) environment will be used for building and testing, and a Production (Prod) environment will be the live system. Power Platform Solutions will be used to move components from Dev to Prod.
  + **Table Build and Relationships:** All necessary tables will be built in the development environment, and the required relationships will be developed before data is loaded.
  + **Data Transformation and Mapping:** Using Power Platform Dataflows, a query will be built for each Access table to map and transform data from old columns to the new columns in Dataverse.
  + **Pilot Migration:** A small subset of data (e.g., 5-10 accounts with related contracts and meters) will be migrated to the Dev Environment to validate the mapping logic.
  + **Post-Migration Validation:** Record counts will be compared between the Access DB and Dataverse and spot-checks will be performed within the Power App to confirm data accuracy.
* **Core Application Build:**
  + **Account Management Module:**
    - An Account Gallery Screen will provide a searchable and filterable list of all accounts.
    - A main Account View will serve as the primary dashboard, featuring a detailed header and sub-galleries or tabs to display related ESIIDs, Contracts, and Contacts.
    - User-friendly forms will be created to add or edit accounts.
  + **Management Company Module:**
    - A Manager Gallery Screen will provide a searchable, filterable list of all management companies.
    - An Individual Management Company View will act as a dashboard, showing company details and a subgrid of all associated managers.
    - Forms will be available to create or edit management company records.
  + **Email Drafts Module:**
    - A gallery screen will display a searchable list of all drafted emails and their metadata.
    - The view/edit screen will show the recipient, account, subject, body, and attachments.
    - Users will be able to edit all email fields. All emails sent from this module will also appear in the user's sent Outlook inbox.
  + **Commissions Module:**
    - A home screen will allow filtering commissions by time period, Account, Energy provider, and Projected vs. Received status.
    - Users can view or edit details to access the underlying contracts and confirms.
    - Manual changes to commission data will be possible if needed.
  + **REPS Module:**
    - A dashboard will display all REPs (Retail Energy Providers) Kilowatt works with.
    - It will show metadata, contact info, average rates, total commission revenue, and account distribution percentage, all of which will be editable.
    - A new REP can be added via a button and form.
  + **Tasks Queue Module:**
    - This module will display manual tasks requiring user action, such as emails to review or provider selections for clients.
    - It aims to create a seamless bridge between manual and automated work.
    - Users can view all running or queued automations and tasks to avoid duplicated work.
* **User Acceptance Testing (UAT) & Training:**
  + This will involve owner-led UAT, a recorded training session, and the creation of a basic PDF user guide.

**Phase 2 Deliverables: Intelligent Automation & Dashboarding**

This phase focuses on building and implementing a suite of intelligent automations to dramatically reduce manual effort and improve operational efficiency. The goal is to automate data intake, document generation, and proactive client management, freeing up key personnel to focus on strategic activities.

The following deliverables will be completed in Phase 2.

* **Automated Data Intake (Azure AI Foundry):**
  + **Management Mapping File Intake:** An automation will be triggered when a client mapping file is dropped into a specific folder to check for new accounts and manager changes.
  + **Utility Bill Intake:** An automation will be triggered when a utility bill is dropped into a designated folder for processing.
  + **CenterPoint Usage Data Retrieval:** An automation will receive a list of ESIIDs, navigate the CenterPoint website to retrieve usage history, and extract the data from the resulting export.
  + **Signed Contract Intake:** When a contract is signed, an automation will perform validations, store the contract in the correct client folder, extract all necessary data into Dataverse, and request a bill-pay confirmation from the client after 60 days.
  + **Pricing Data Intake:** An automation will look for daily pricing data emails, grab the attachments, normalize the data, and import it into the database.
  + **Confirms Intake:** Set up an automation that is triggered when someone drops a file or email in the necessary folder. It will intake the confirms data and upload it to the database appropriately.
* **Automated Document Generation and Management:**
  + **Pricing Sheet Generation:**
    - An automation will process accounts needing new pricing.
    - For small clients, it will automatically email a standard pricing PDF.
    - For large clients, it will first verify providers have been selected. If so, it generates a custom pricing sheet and drafts an email for the team to review and finalize.
  + **Contract Generation:**
    - After a provider is selected in the app, an automation will be triggered.
    - For small clients, the bot will auto-draft the contract with current pricing, send it via a DocuSign link, and update the account dashboard.
    - For large clients, the bot will create the contract and draft the email for the team to review, edit, and send manually.
  + **Automated Contract Management (Renewals):**
    - For expiring contracts, a bot will check if a renewal email was sent recently within a customizable time threshold.
    - If not, and if fewer than three follow-ups have been sent, the bot will generate a new contract with updated pricing and send it.
    - If multiple reminders have already been sent, the account will be "super flagged" on the dashboard for manual follow-up.
* **Proactive Client Management and Communications:**
  + **Automated Emailing for Small Clients:** Based on usage categorization, automations will send pricing sheets, contracts, alerts, new manager updates, and reminders to small clients.
  + **Proactive Status Automations:** Automations will check for various triggers on each account, such as the need for a new contract, pricing sheet reminders, or manager confirmations, to ensure timely action.
* **Commission Reconciliation:**
  + A bot will process monthly reports for actual commissions, while new contract details are used to track projected commissions.
  + This dual tracking will allow for comparison of expected vs. actual revenue at the ESIID, account, or management company level.
* **User Acceptance Testing (UAT) & Training:**
  + All automations will be thoroughly tested to identify and resolve any bugs.

### Fees and Timeline

The total project fee for the combined Phase 0, Phase 1, and Phase 2 is estimated to be **$95,000** and shall not exceed **$110,000**. The estimated timeline for completion of these combined phases is 6-8 months from the start date.

Kilowatt Partners has the ability to pause the project at any time. All invoices will be issued after approval from Kilowatt Partners. This approval will be discussed on the weekly calls. If Kilowatt Partners chooses to pause the project, there will be no additional invoices unapproved work.

Invoices will be issued monthly, based on the proportion of completed deliverables as mutually agreed upon during weekly status calls. Invoices will reflect the cumulative percentage of work completed to date. Payment is due within thirty (30) days of invoice receipt. Any unpaid amounts may be subject to a late fee of 1.5% per month, or the maximum allowed by applicable law.

Each of the following deliverables represents an approximate percentage of the total project fee for Phases 1 and 2:

* **Infrastructure and Data Migration — 20%**
  + Exchange to Office 365 Migration – 5%
  + Migration from Dropbox to OneDrive – 5%
  + Dataverse Implementation & Production Migration – 10%
* **Core Application Build — 20%**
  + Account Management Module – 2.5%
  + Management Company Module – 2.5%
  + Email Drafts Module – 5%
  + Commissions Module – 2.5%
  + REPS Module – 2.5%
  + Tasks Queue Module & Automation Triggers – 5%
* **Automated Data Intake & Processing — 15%**
  + Intake for Management Mapping, Utility Bills, and Signed Contracts – 5%
  + CenterPoint Website Usage Data Retrieval – 5%
  + Pricing Data Intake and Normalization – 5%
* **Automated Document Generation & Management — 15%**
  + Automated Pricing Sheet Creation and Distribution – 5%
  + Automated Contract Generation for small and large clients – 5%
  + Automated Contract Renewal Management and Tracking – 5%
* **Proactive Management & Communications Automations — 10%**
  + Automated status checks for new contracts, reminders, and manager updates – 5%
  + Automated emailing for small clients based on usage categorization – 2.5%
  + Commission Schedule and Tracking Automation – 2.5%
* **Final User Acceptance Testing (UAT), Training, & Project Sign-off — 20%**
  + Owner-led UAT and formal acceptance of the Power App and all automations – 10%
  + Creation of training materials and final project sign-off – 10%

The project development cost for these combined phases (not including licensing) shall not exceed $110,000 unless otherwise agreed upon in writing through a formal change request approved by both parties.

**Ongoing Support Services**

Following the completion of the Go-Live and Hypercare phase, Agentic AI Services (AAI) will provide ongoing support services for the web app at **$80 per hour**.

Support services may include, but are not limited to:

* Minor enhancements and optimizations
* Bug fixes and troubleshooting
* Discovery and planning for new features or phases
* User and admin assistance
* Integration maintenance
* Content updates (e.g., FAQs, videos, documents)

**Licensing & Infrastructure Costs**

The ongoing operational costs below are separate from the project fees for development and implementation. These costs are estimates and will be finalized based on actual usage.

|  |  |  |
| --- | --- | --- |
| Component | Purpose | Estimated Yearly Cost |
| Power Automate Process | Licenses a single "bot" that can run background automations. This is critical for tasks like processing data intake and running automations on the Centerpoint website. | ~$1,800 (Based on 1 process at an estimated $150/month) |
| Azure Functions | A service for hosting and running custom code on demand. This could be used for specific data transformation tasks or integrations not covered by standard Power Automate connectors. | ~$120 (Based on an estimated $10/month) |
| Dataverse | The core database technology used to create a secure "Single Source of Truth". Its cost is included within the Power Apps and Power Automate licenses. | Included in Power Platform Licensing |
| Microsoft 365 Business Premium | Provides the essential foundation for email (Office 365) and file storage (SharePoint/OneDrive) , which are central to the planned migrations and daily operations. | Already paying for these licenses |
| Azure App Service | Hosts the custom-built "home grown" web application, making it accessible to users. This service manages the underlying server infrastructure. | ~$900 (Estimate based on a Standard plan suitable for a production business application) |
| Azure SQL Database | A managed cloud database that will serve as the secure and efficient "Single Source of Truth" for the new application. | ~$360 (Estimate based on a standard performance tier with regular backups) |
| Azure Functions | Provides a serverless environment to run custom code on demand. This becomes even more critical in a custom solution for handling specific backend logic and data processing tasks triggered by the main application. | ~$120 (Based on an estimated $10/month for standard usage) |

**Client Responsibilities**

* Provide timely access to personnel, documentation, and systems.
* Identify a single point of contact for approvals.
* Maintain necessary licenses/subscriptions (e.g., Microsoft 365 and Premium Power Platform).

**AAI Responsibilities**

* Provide skilled Power Platform resources and software development.
* Maintain consistent documentation and communications.
* Comply with security protocols and UAT sign-off.

**Environment, Tools, and IP**

* Client will provide credentials and sandbox/prod environments.
* AAI retains ownership of pre-built frameworks.
* Client receives a non-exclusive, paid-up license to use deliverables internally.

**Timeline & Acceptance Criteria**

* Expected Project duration: 5-6 months (subject to access and timely feedback).

**Additional Terms & Conditions**

* Change Requests must be in writing and mutually approved.
* AAI is not liable for third-party tool limitations or Client delays.
* Rates, time estimates, and all shared data remains confidential.

**Execution**

Executed on \_\_\_\_\_\_\_\_\_\_\_\_.

All terms, covenants, and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

**Agentic AI Services**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Robbie Nicholls  
Title: AAI Project Lead  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Kilowatt Partners**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: Stewart Masterson  
Title: President  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_