

**TERM CONTRACT FOR UTILITY BILLING SOFTWARE REPLACEMENT PHASE 2
(RFP-5021-25 /LTT)**

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **SPRYPOINT SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 45 Queen Street, Suite #401, Charlottetown, PE C1A 4A4 in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide utility billing software replacement for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Statement of Work attached as Exhibit B and made a part of this Agreement. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues until the completion and final acceptance of all implementation services and full payment of all fees, or until terminated as provided herein. The Service subscription shall automatically renew for successive terms of one (1) year unless either party provides the other written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order.

Section 3. Authorization for Services. The Service subscription is established by the SaaS Subscription Order Form attached as Exhibit C. Authorization for Professional Services is established by the Statement of Work attached as Exhibit B. COUNTY may issue The Purchase Orders for internal procurement processing purposes; a sample Purchase Order is attached as Exhibit E. Purchase Orders are for administrative convenience only and shall not modify the terms of this Agreement, the SaaS Subscription Order Form, or any Statement of Work.

Section 4. Implementation and Performance. CONTRACTOR shall perform implementation and Professional Services in accordance with the milestones and timelines set forth in the Statement of Work attached as Exhibit B. The Service subscription shall be made available to COUNTY in accordance with the Master Subscription Agreement attached as Exhibit A.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the Service and Professional Services provided under this Agreement on a subscription and fee-for-service basis at the rates as outlined in Exhibit C (SaaS Subscription Order Form). Annual Subscription Fees shall be invoiced and payable in accordance with the SaaS Subscription Order Form. Fees for

Professional Services, including implementation, configuration, and data migration, shall be invoiced in accordance with the applicable Statement of Work. All fees exclude applicable taxes, and COUNTY shall be responsible for any taxes, duties, levies, or fees imposed by any governmental authority in connection with this Agreement, excluding taxes based on CONTRACTOR's net income.

Section 6. Payment and Billing.

(a) CONTRACTOR shall provide the Service and Professional Services as described in the SaaS Subscription Order Form and Statement of Work, respectively. In no event shall CONTRACTOR be paid more than the fees set forth in the applicable SaaS Subscription Order Form or Statement of Work, as may be adjusted in accordance with the terms of this Agreement.

(b) Annual Subscription Fees shall be invoiced in accordance with the SaaS Subscription Order Form attached as Exhibit C. Fees for Professional Services shall be invoiced in accordance with the milestones or schedule set forth in the applicable Statement of Work.

(c) COUNTY shall make payments to CONTRACTOR within forty-five (45) days of the invoice date. Each invoice shall be properly dated and shall include a description of the fees charged, the applicable Contract Number, and any other information reasonably required by COUNTY. Late payments shall accrue interest at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations
500 W. Lake Mary Blvd
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is contingent upon the COUNTY's receipt of sufficient appropriations. If COUNTY's funding authority does not appropriate sufficient funds for the continued performance of this Agreement, COUNTY may terminate this Agreement upon sixty (60) days' prior written notice to CONTRACTOR, provided that COUNTY has exhausted all available legal means to obtain such funding. In the event of such termination, COUNTY shall pay all fees accrued through the effective date of termination. COUNTY shall not use a non-appropriation termination to circumvent its obligations under this Agreement if funds are available or could reasonably be obtained. This provision does not create a right of termination for convenience.

Section 7. General Terms of Payment and Billing.

(a) All payment obligations under this Agreement are non-cancelable and all payments made are non-refundable, except as expressly provided in this Agreement or the Master Subscription Agreement attached as Exhibit A. Upon termination of this Agreement, CONTRACTOR may invoice COUNTY for any fees accrued or due and payable through the effective date of termination.

(b) COUNTY may perform or have performed an audit of the invoiced amounts and usage metrics of CONTRACTOR related to this Agreement at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may

be performed at a time mutually agreeable to CONTRACTOR and COUNTY, and COUNTY shall provide at least thirty (30) days' prior written notice of any such audit. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all invoices, usage metric records, and other documentation pertaining to fees charged and services delivered under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available upon reasonable request during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. Neither party's review of, approval and acceptance of, or payment for the materials or services required under this Agreement shall operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

Section 9. Termination.

(a) Either party may, by written notice to the other party, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, in the event of a material breach by the other party if such breach remains uncured thirty (30) days after written notice

specifying the breach in reasonable detail. COUNTY may also terminate this Agreement for COUNTY's convenience upon written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all Client Data in a commercially standard, machine-readable format, along with any drawings, specifications, reports, and other materials accumulated by CONTRACTOR in performing this Agreement, whether completed or in process. Upon COUNTY's written request, CONTRACTOR shall provide reasonable transition assistance for a period of up to ninety (90) days following termination, at CONTRACTOR's then-current professional services rates.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) DELETED

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature, subject to the limitations of liability set forth in Section 30A of this Agreement. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event,

adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement, subject to the limitations of liability set forth in Section 30A of this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. In the event of a conflict between this Agreement and the Master Subscription Agreement attached as Exhibit A, the terms of the Master Subscription Agreement shall prevail with respect to software subscription, licensing, intellectual property, data privacy and security, service levels, and other technology-specific provisions. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any

person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered by either party without prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement in its entirety without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the assignee agrees in writing to be bound by all terms of this Agreement and all past-due fees are paid in full. Any permitted assignment shall be by a document of equal dignity with this Agreement.

Section 15. Subcontractors. Contractor shall notify COUNTY prior to engaging any new subcontractor to perform services under this Agreement and will remain fully responsible to

COUNTY for the acts and omissions services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the acts and omissions of any subcontractors under this Agreement. CONTRACTOR shall ensure that each subcontractor has entered into a written agreement that is no less protective of COUNTY than this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages alleging that COUNTY's authorized use of the services or products provided under this Agreement infringes any third party's intellectual property rights, subject to the following conditions: (A) COUNTY promptly gives written notice of the claim to CONTRACTOR; (B) COUNTY gives CONTRACTOR sole control of the defense and settlement of the claim; and (C) COUNTY provides CONTRACTOR all reasonable assistance at CONTRACTOR's cost. CONTRACTOR's obligations under this Section do not apply to the extent that a claim arises out of: (i) COUNTY's breach of this Agreement; (ii) modifications to the service or product made without CONTRACTOR's written consent; (iii) COUNTY's failure to incorporate updates provided by CONTRACTOR; (iv) unauthorized use of the service or product; or (v) use of the service or product in a manner inconsistent with CONTRACTOR's documentation or this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department.

CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate**

must have the Agreement number for this Agreement clearly marked on its face, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the

insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain,

and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(2) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Cyber Liability Insurance and Technology Errors and Omissions Insurance.

(A) Cyber Liability and Technology Errors and Omissions Insurance

must include liability related to: multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by CONTRACTOR or any subcontractor or cloud service provider used by CONTRACTOR; regulatory action expenses; breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services; and the rendering of or failure to render technology products and services, if the contract involves the provision of cyber technology services or products. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement, if written on a “claims-made” basis.

(B) Cyber Liability and Technology Errors and Omissions Insurance

must cover CONTRACTOR, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by CONTRACTOR are as

specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Crime and Employee Dishonesty Liability.

(A) CONTRACTOR shall maintain Commercial Crime Coverage including Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of CONTRACTOR's employees and others. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. The policy must include as loss payee Seminole County, Florida on applicable coverage.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions

of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall designate one or more representatives who are authorized to act on behalf of CONTRACTOR regarding matters involving the conduct of the performance pursuant to this Agreement, and shall advise COUNTY in writing of such designation. Support shall be provided in accordance with the service levels set forth in the Master Subscription Agreement attached as Exhibit A.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410,

PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, subject to the cure provisions set forth in Section 9(a) of this Agreement.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR, except to the extent that such claim arises out of: (A) COUNTY's breach of this Agreement; (B) modifications to the service or product made without CONTRACTOR's written consent; (C) COUNTY's failure to incorporate updates provided by CONTRACTOR; (D) unauthorized use of the service or product; or (E) use of the service or product in a manner inconsistent with CONTRACTOR's documentation or this Agreement. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written

notification to CONTRACTOR, give CONTRACTOR sole control of the defense and settlement of the claim, and provide all reasonable assistance at CONTRACTOR's cost. If such a claim is made, CONTRACTOR shall use its best efforts to promptly obtain for COUNTY the right to continue use of the service or product, or replace or modify the service or product so that it is no longer infringing, or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, either party may terminate use of the affected service or product and CONTRACTOR's sole liability shall be to refund any prepaid fees for the service that were to be provided after the effective date of termination.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, or by nationally recognized overnight courier, or by email with confirmation of receipt (provided a copy is also sent by mail or courier within two (2) business days), addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Operations
500 W. Lake Mary Blvd
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

SpryPoint Services, Inc.
45 Queen Street, Suite 401
Charlottetown, PE C1A 4A4 CA

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 30A. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY COUNTY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIABILITY CAP SHALL NOT APPLY TO: (A) CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 28; (B) GROSS NEGLIGENCE; (C) WILLFUL MISCONDUCT; OR (D) FRAUD. IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EXCEPT WITH RESPECT TO THE CARVE-OUTS SET FORTH ABOVE.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification

from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit G. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this

Agreement as Exhibit H. Such Affidavit shall be required when executing, renewing or extending a contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

SPRYPOINT SERVICES, INC.

Witness

Print Name

Witness

Print Name

By: _____

Nick Stone

Print Name

CFO

Title

Date

The remainder of this page has been left intentionally blank.

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
Gladys Marrozos, Procurement Administrator

Print Name

Date: _____

Witness

Print Name

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

For the use and reliance of
Seminole County only.

Approved as to form and legal sufficiency.

County Attorney

05/16/2025

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Attachments:

- Exhibit A - Master Subscription Agreement (including Service Level Attachment)
- Exhibit B - Implementation Statement of Work
- Exhibit C - SaaS Subscription Order Form
- Exhibit D - Insurance Requirements
- Exhibit E - Sample Purchase Order
- Exhibit F - E-Verify Affidavit
- Exhibit G - Foreign Country of Concern Attestation
- Exhibit H - Anti-Human Trafficking Affidavit
- Exhibit I - Americans with Disabilities Act Affidavit
- Exhibit J - Scope of Services (RFP)

Exhibit A Master Subscription Agreement

This Master Subscription Agreement is by and between SpryPoint Services, Inc. ("SpryPoint"), a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4, and Seminole County, Florida ("Client") with offices at 1101 E. 1st Street, Sanford, FL 32771 (each a "Party" or collectively, "Parties"). This Agreement shall come into effect on the date last signed by the Parties (the "Effective Date").

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service. The Parties agree as follows:

The exhibits attached to this Agreement are an integral part of this Agreement and are incorporated by reference.

SpryPoint agrees to perform the services described below in accordance with this Agreement. In the event of a conflict among the documents comprising this Agreement, the following order of precedence shall apply:

1. Master Subscription Agreement
2. Exhibit B – SpryPoint SaaS Implementation Statement of Work
3. Exhibit C – Initial SpryPoint SaaS Subscription Order Form
4. Schedule 1 – Service Level Attachment

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

"Agreement" means this Master Subscription Agreement, including any exhibits or attachments hereto or any other document explicitly incorporated herein, and any amendments or Order Forms executed by the Parties.

"AI Features" means any functionality of the Service that utilizes artificial intelligence, machine learning, natural language processing, large language models, or similar technologies to generate predictions, recommendations, classifications, content, analytics, or other outputs ("AI Outputs"), whether or not such functionality is identified as AI-powered within the Service. AI Features include any models, algorithms, and trained parameters developed or deployed by SpryPoint in connection with the Service.

"Confidential Information" refers to the following types of material or content one Party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be understood by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is lawfully in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to the Discloser's Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's or any other person's or entity's improper or illegal action or inaction; or (iv) is obtained by the Recipient from a third party who had the legal right to disclose such information.

"Client Data" means information that is comprised of data obtained from, used in, stored or generated by the Client as the result of the use of the Service.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees, or any other person or entity acting at the Client's direction, relating to the operation or functionality of the Service.

"Deliverable" means any work product, configuration, customization, integration, report, template, or other material created or developed by SpryPoint in connection with this Agreement or any Statement of Work. The use of the term "Deliverable" is for convenience only and does not convey any ownership interest to Client, create a work-for-hire relationship, or otherwise transfer any Intellectual Property Rights from SpryPoint to Client.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents, or programs.

"Messaging Service" means the messaging capabilities provided with the Service.

"Order Form" means any executed document delineating the Client's Service(s) and applicable fees.

"Service(s)" means the SpryPoint SaaS Subscription(s) as identified in a SaaS Subscription Order Form and further described in a Statement of Work and SpryPoint Documentation.

"Professional Services" means implementation, configuration, integration, data migration, training, consulting, and other professional or technical services provided by SpryPoint to Client as described in a Statement of Work or Order Form, but excludes the SaaS Subscription and any ongoing support or maintenance provided under the Service Level Attachment.

"SpryPoint Documentation" means the Service's standard user manuals and any other accompanying documents related to the Service delivered to the Client

"SaaS Subscription" means a limited, non-exclusive, non-transferable term license granting Client the right to access and use the Service(s) during the Term, as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement.

"Subscription Fee or Annual Subscription Fee" means the fee payable annually by the Client for the right to access and use the Service(s) as specified in the SaaS Subscription Order Form, subject to the terms and conditions of this Agreement and its exhibits.

"Term" means the period during which the Client is authorized to use the Service and SpryPoint Documentation, starting from the Effective Date and continuing until the Agreement is terminated in accordance with its terms.

"Updates" means all changes to the Service and SpryPoint Documentation as developed by SpryPoint and made available to the Client.

1. Provision of Service

- a. **SpryPoint Obligations.** SpryPoint shall make the Service available to Client in accordance with this Agreement. SpryPoint shall comply with all laws, regulations, and industry standards applicable to SpryPoint's provision of the Service, including applicable data protection, privacy, and information security laws.
- b. **Client Obligations.** Client shall use the Service in compliance with this Agreement and in accordance with the SpryPoint Documentation.
 - i. **Client Data.** Client shall be solely responsible for the accuracy, quality, and legality of all Client Data.

- ii. **Security.** Client shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service and shall notify SpryPoint promptly of any such unauthorized access or use. Client shall be responsible for any unauthorized access.
 - iii. **Prohibited Uses.** Client shall not use the Service in violation of applicable laws, or send or store Malicious Code through the Service or its related systems or networks.
 - iv. **AI Features.** With respect to AI Features, Client shall:
 - (1) maintain appropriate human oversight and review of AI Outputs before making decisions or taking actions based on them, particularly where such decisions may have legal, financial, or material operational consequences;
 - (2) not represent AI Outputs as human-generated professional advice or analysis;
 - (3) comply with all applicable laws and regulations governing the use of artificial intelligence and automated decision-making, including any disclosure, transparency, or impact assessment requirements applicable to Client's industry or jurisdiction; and
 - (4) promptly notify SpryPoint of any AI Output that Client reasonably believes to be materially inaccurate, harmful, or in violation of applicable law.
 - v. **Support Contacts.** Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts shall be trained on the SpryPoint Service for which they initiate support requests.
 - vi. **Liability for Users.** Client shall be liable for the acts and omissions of all persons or other legal entities that access the Service, whether such access is authorized or unauthorized.
 - vii. **Client Cooperation and Dependencies.** Client acknowledges that SpryPoint's ability to perform its obligations under this Agreement depends upon Client's timely and effective cooperation. Client shall: (A) provide SpryPoint with timely access to Client personnel, systems, data, and facilities reasonably required for SpryPoint to perform the Service; (B) designate a project manager with authority to make binding decisions on Client's behalf; (C) respond to reasonable requests for information, approvals, or decisions within five (5) business days; and (D) perform all tasks identified as Client responsibilities in any Statement of Work. Any delay by Client in performing its obligations shall extend SpryPoint's performance deadlines on a day-for-day basis, and SpryPoint shall not be liable for any failure or delay in performance to the extent caused by Client's failure to fulfill its cooperation obligations.
 - viii. **Affiliates.** Client may permit its Affiliates to access the Service, provided that: (A) each Affiliate executes an Order Form and agrees to be bound by the terms of this Agreement; (B) Client remains jointly and severally liable for each Affiliate's compliance with this Agreement; and (C) Client's access to the Service may not be shared with or transferred to any Affiliate except pursuant to a separate Order Form. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Client.
- c. **Acceptable Use.** Client agrees that SpryPoint does not police the content of Client Data or communications of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and this Agreement. Client is solely responsible for (a) assuring that the disclosure and use of Client Data, content, or information provided to SpryPoint does not violate any applicable law or infringe upon the Intellectual Property Rights of any third party and (b) using any reports and other materials prepared by Client through the Service in a manner that will not violate any applicable law or infringe upon the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data into the Service which (i) is libelous, defamatory, obscene,

pornographic, abusive, harassing or threatening; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iii) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Service, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms of this Agreement.

2. Fees

- a. Invoices and Payment.** All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net forty-five (45) days from the invoice date. Late payments shall accrue interest at the rate of 1% per month. All payment obligations are non-cancelable, and all payments made are non-refundable. SpryPoint, without limiting its other rights and remedies, may suspend the Service until such amounts are paid in full. Fees exclude applicable taxes. Client shall be solely responsible if any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) on Client under this Agreement.
- b. Usage Metric Verification Process.** Client has access to self-service usage metrics on demand within the Service. Client system administrators can add or remove accounts and users as needed. It is Client's sole responsibility to archive or remove users and accounts if they are no longer being used.

SpryPoint may verify relevant usage metrics through a quarterly audit, the results of which SpryPoint will share with Client. Any use exceeding the contracted usage metrics identified through a quarterly audit will be subject to additional fees based on the then -applicable fee per usage metric. Fees accrue in the calendar month the excess use began and will be invoiced concurrently with the then-current annual subscription Term.

Notwithstanding any quarterly audit referenced above, prior to the issuance of an Annual Subscription Fee invoice, SpryPoint will conduct an audit of the relevant usage metric(s) and adjust such Annual Subscription Fee(s) to reflect the usage metric(s) established by such audit.

- c. Messaging Service.** The SpryPoint platform includes messaging services that Client may enable for customer alerts and notifications. SpryPoint's Messaging Service includes:
- Inbound and outbound SMS text messaging
 - Outbound voice messaging
 - Inbound and outbound email messaging

SpryPoint will invoice ongoing usage costs quarterly based on actual usage pursuant to the applicable SaaS Subscription Order Form.

- d. Service Modification.** Any change to the Service, including the addition of a new SpryPoint SaaS Subscription or a change to Client's usage metric quantity, constitutes a "Service Modification" and shall be documented in an Order Form.

3. Proprietary Rights

- a. SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, SpryPoint Documentation, Deliverables, and other SpryPoint Intellectual Property Rights, including any related methodologies, techniques, processes, and instructions developed by SpryPoint and used in the course of delivering the Service under this Agreement. Nothing created, developed, or provided by SpryPoint under this Agreement shall be deemed a "work made for hire"

under applicable copyright law, and no Intellectual Property Rights are assigned or transferred to Client. Client's right to use any Deliverable or SpryPoint Documentation is subject to and governed by the SaaS Subscription term license and terminates upon expiration or termination of this Agreement. No rights are granted to Client under this Agreement other than as expressly stated in this Agreement.

- b. Client Restrictions.** Client shall not (and shall not allow or cause any third party to) (a) reverse engineer, modify, decompile, or copy the Service or SpryPoint Documentation, or create any derivative works based on the Service or SpryPoint Documentation; (b) copy any features, functions, interfaces, integrations, or graphics of the Service or SpryPoint Documentation; or (c) access the Service or SpryPoint Documentation in order to build any commercially available product or service.
- c. Client License.** The Service is provided on a subscription basis and does not constitute a sale of software or any intellectual property. SpryPoint grants to Client a non-exclusive, non-transferable, limited license to use the Service and SpryPoint Documentation during the Term in accordance with this Agreement.
- d. License to Host Client Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit, and display Client Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title, or interest from Client under this Agreement in or to Client Data.
- e. License to Use Client Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other Client Input relating to the Service. SpryPoint has no obligation to incorporate Client Input into the Service.
- f. Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name. No AI Feature shall be deemed a derivative work of Client Data.

4. Confidentiality

- a. Confidentiality.** A Party shall not disclose or use any Confidential Information of the other Party except (a) as reasonably necessary to perform its obligations or exercise its rights under this Agreement, (b) with the other Party's prior written permission, or (c) as required by applicable law or by proper legal or governmental authority. If a Party is required to disclose Confidential Information of the other Party pursuant to applicable law or by proper legal authority, the disclosing Party shall give the other Party notice of any such legal or governmental demand and reasonably cooperate with the other Party, at that Party's expense, in any effort to seek a protective order or otherwise contest such required disclosure.
- b. Nondisclosure.** A Party receiving Confidential Information ("Recipient") from the other Party ("Discloser") (a) shall not use or disclose Confidential Information for any purpose other than to perform under this Agreement; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access to perform under this Agreement and executes a

nondisclosure agreement with the Recipient; and (c) shall not disclose Confidential Information to any third party without the Discloser's prior written consent.

- c. **Protection.** Each Party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event less than a commercially reasonable standard of care.
- d. **Injunctive Relief.** The Parties agree that a breach of this Section would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the Discloser in breach of this Section, the Discloser, in addition to any other remedies available, shall have the right to seek injunctive relief.
- e. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant any license or other rights to it. The Discloser shall retain all right, title, and interest in and to all of its Confidential Information.

5. Data Privacy and Security

a. SpryPoint Use of Data.

- i. **Permitted Use.** Client hereby grants SpryPoint, during the Term, a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service, which includes processing Client Data through AI Features to generate AI Outputs for Client's benefit.
- ii. **Legal Disclosure.** SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- iii. **AI Training Restrictions.** SpryPoint shall not use identifiable Client Data to train or improve general-purpose AI models that are made available to other clients, except to the extent such data has been aggregated and anonymized in accordance with Section 3(f) (Statistical Information).

- b. **Data Security.** Each Party shall establish and maintain commercially reasonable data privacy and information security policies, including physical, technical, administrative, and organizational safeguards in relation to the Service.

- c. **Unauthorized Disclosure.** If either Party believes there has been a security breach, such Party must notify the other Party within the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Such notice shall include, to the extent then known: (i) the nature and scope of the breach; (ii) the categories and approximate volume of data affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to mitigate the breach. The notifying Party shall provide updated information as it becomes available. Each Party will provide commercially reasonable assistance to the other Party in mitigating such breach.

6. Subprocessors

Client authorizes SpryPoint to engage subprocessors to carry out data processing activities in connection with the Service. SpryPoint shall ensure that each subprocessor has entered into a written agreement that is no less protective than this Agreement including its exhibits. SpryPoint shall be liable for the acts and omissions of any subprocessors as if SpryPoint performed them directly. However, SpryPoint's aggregate liability for the acts or omissions of its subprocessors shall be subject to the limitations of liability set forth in Section 9 of this Agreement.

7. Warranties and Disclaimers

a. From SpryPoint.

- i. **Function:** SpryPoint represents and warrants that, during the Term of this Agreement, the Service will perform materially in accordance with the SpryPoint Documentation.
- ii. **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- iii. **Malicious Code:** SpryPoint represents and warrants that to SpryPoint's knowledge the Service does not contain any Malicious Code.

b. From Both Parties.

- i. **Authority.** Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement.
- ii. **Anti-Corruption.** Each Party represents and warrants that it has not, and shall not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government official, political party, or candidate for political office for the purpose of influencing any act or decision in connection with this Agreement, in violation of the U.S. Foreign Corrupt Practices Act, the Corruption of Foreign Public Officials Act (Canada), or any other applicable anti-corruption law.

- c. Warranty Remedies.** In the event of a breach of the warranty as set forth in Section 7(a), or upon either Party's discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts for a period of thirty (30) days, Client's exclusive remedy shall be a refund of the subscription fees actually paid by Client for the twelve (12) month period immediately preceding notice to SpryPoint of such breach or discovery.

d. Warranty Disclaimer.

- i. **GENERAL DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 7(a) and 7(b) ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED SPRYPOINT DOCUMENTATION.
- ii. **PERFORMANCE DISCLAIMER.** SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT INTERRUPTION.
- iii. **AI DISCLAIMER.** WITHOUT LIMITING THE FOREGOING, SPRYPOINT MAKES NO WARRANTY THAT ANY AI FEATURES OR AI OUTPUTS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE FROM BIAS. AI OUTPUTS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE PROFESSIONAL, LEGAL, FINANCIAL, OR REGULATORY ADVICE. CLIENT IS SOLELY RESPONSIBLE FOR EVALUATING THE SUITABILITY, ACCURACY, AND LEGAL COMPLIANCE OF ANY AI OUTPUT BEFORE RELYING UPON OR ACTING UPON IT. SPRYPOINT DOES NOT WARRANT THAT AI FEATURES WILL PRODUCE CONSISTENT RESULTS ACROSS DIFFERENT DATA SETS OR OVER TIME.

- iv. **EXCLUSIVE WARRANTIES.** THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

8. Indemnification

a. SpryPoint Indemnification.

- i. **Grant.** SpryPoint shall protect, defend, hold harmless and indemnify Client against any loss, damage or costs in connection with claims, demands, suits or proceedings (“Indemnified Claims”) made or brought against Client alleging that the use of the Service infringes any third party’s Intellectual Property Rights.
- ii. **Conditions.** SpryPoint’s obligations under this Section 8(a) are subject to Client: (A) promptly giving written notice of the claim to SpryPoint; (B) giving SpryPoint sole control of the defense and settlement of the claim; and (C) providing to SpryPoint, at SpryPoint’s cost, all reasonable assistance.
- iii. **Carve-Outs.** SpryPoint’s obligations under this Section 8(a) do not apply to the extent that an Indemnified Claim arises out of: (A) Client’s breach of this Agreement; (B) revisions to the Service made without SpryPoint’s written consent; (C) Client’s failure to incorporate Updates; (D) modification of the Service by any person or entity not authorized by SpryPoint; (E) unauthorized use of the Service; (F) use of the Service in a manner inconsistent with the SpryPoint Documentation or this Agreement; or (G) liability ultimately adjudicated to have arisen through the negligence or intentional misconduct of Client.
- iv. **AI Exclusion.** SpryPoint’s indemnification obligations under this Section 8(a) do not extend to claims arising from or relating to: (A) AI Outputs generated by AI Features, including any claim that an AI Output infringes, misappropriates, or otherwise violates any third party’s Intellectual Property Rights; or (B) Client’s use, publication, distribution, or reliance upon any AI Output.
- v. **Remedies.** If Client is enjoined from using the Service, or SpryPoint reasonably believes it will be enjoined, SpryPoint may, at its sole option: (A) obtain for Client the right to continue use of the Service; or (B) replace or modify the Service so that it is no longer infringing. If neither option is reasonably available to SpryPoint, either Party may terminate use of the Service and SpryPoint’s sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

b. Client Indemnification.

- i. **Grant.** Client shall protect, defend, hold harmless and indemnify SpryPoint and its officers, directors, employees, agents, and representatives against any loss, damage or costs in connection with Indemnified Claims made or brought against SpryPoint arising out of or relating to: (A) Client Data, including any claim that Client Data infringes or misappropriates any third party’s Intellectual Property Rights or violates any applicable law; (B) Client’s breach of Section 1(b) (Client Obligations) or Section 1(c) (Acceptable Use) of this Agreement; (C) Client’s use of the Service in violation of applicable law; or (D) Client’s negligence or willful misconduct in connection with the Service.
- ii. **Conditions.** Client’s obligations under this Section 8(b) are subject to SpryPoint: (A) promptly giving written notice of the claim to Client; (B) giving Client sole control of the defense and settlement of the claim ; and (C) providing to Client , at Client’s cost, all reasonable assistance. Client shall not settle any claim that imposes any obligation on SpryPoint or admits fault on behalf of SpryPoint without SpryPoint’s prior written consent.

- iii. **Carve-Outs.** Client's obligations under this Section 8(b) do not apply to the extent that an Indemnified Claim arises out of: (A) SpryPoint's breach of this Agreement; (B) SpryPoint's negligence or willful misconduct; or (C) a defect in the Service for which SpryPoint is obligated to indemnify Client under Section 8(a).

9. Limitation of Liability

a. Liability Cap.

- i. **CAP.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SPRYPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.
- ii. **CARVE-OUTS.** THE LIABILITY CAP IN SECTION 9(a)(i) SHALL NOT APPLY TO: (A) SPRYPOINT'S INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8(a); (B) RECKLESS MISCONDUCT; (C) GROSS NEGLIGENCE; (D) WILLFUL MISCONDUCT; OR (E) FRAUD.
- iii. **SCOPE.** THE LIABILITY LIMITS IN THIS SECTION 9(a) APPLY TO SPRYPOINT AND ITS AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AND OTHER REPRESENTATIVES.

b. Exclusion of Damages.

- i. **EXCLUDED DAMAGE TYPES.** IN NO EVENT SHALL SPRYPOINT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE.
- ii. **EXCLUDED ECONOMIC LOSSES.** WITHOUT LIMITING SECTION 9(b)(i), SPRYPOINT SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.
- iii. **EXCLUDED SERVICE ISSUES.** WITHOUT LIMITING SECTIONS 9(b)(i) AND 9(b)(ii), SPRYPOINT SHALL NOT BE LIABLE FOR THE USE OR INABILITY TO USE THE SERVICE, OR ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION.
- iv. **APPLICABILITY OF CARVE-OUTS.** THE CARVE-OUTS SET FORTH IN SECTION 9(a)(ii) APPLY TO THIS SECTION 9(b).

10. Term and Termination

- a. **Term of Agreement.** This Agreement shall be valid as of the Effective Date and remain in effect until terminated under this Agreement.
- b. **Renewal.** The Service shall automatically renew for successive terms of one year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the current term or the Service has been otherwise terminated in accordance with this Agreement.
- c. **Annual Escalation.** The SpryPoint SaaS Fee Per Usage Metric for the Service, as identified in Exhibit C - Initial SaaS Subscription Order Form, shall be subject to adjustment on each annual anniversary of the Effective Date by the greater of: (i) the percentage change in the Consumer Price Index (CPI), U.S. City Average, as published by the U.S. Bureau of Labor Statistics,

measured over the twelve (12) month period ending three (3) months prior to such anniversary date; or (ii) five percent (5%). If the CPI change is zero or negative, the adjustment shall be five percent (5%).

- d. **Termination for Default.** Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other Party if such breach remains uncured at the expiration of such notice period.
- e. **Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and using the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination. Upon Client's written request made prior to the effective date of termination, SpryPoint shall provide reasonable transition assistance for a period of up to ninety (90) days following termination, including data migration support, knowledge transfer, and parallel operation of the Service, at SpryPoint's then-current Professional Services rates.
- f. **Access to Client Data.** If Client makes a written request prior to expiration or termination, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data in a commercially standard, machine-readable format (such as CSV, JSON, or XML) at no additional charge for a period of up to sixty (60) days. After sixty (60) days, SpryPoint will have no obligation to maintain or provide any Client Data and shall delete all Client Data, unless legally prohibited from doing so, and will have no further obligation to make it available to Client.

11. Suspension Rights. SpryPoint may, without liability, immediately suspend Client's access to all or any portion of the Service if: (i) SpryPoint reasonably believes Client's use of the Service poses a security risk to the Service or any third party, may adversely impact the Service or the systems or content of any other SpryPoint client, or may subject SpryPoint or any third party to liability; (ii) Client is in breach of Section 1(c) (Acceptable Use) or Section 3(b) (Client Restrictions); (iii) Client fails to pay any undisputed amount due under this Agreement within fifteen (15) days after receiving written notice of such non-payment; or (iv) Client becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation. SpryPoint shall use reasonable efforts to provide advance notice of any suspension, except where immediate suspension is necessary to prevent harm. SpryPoint shall restore access promptly after the condition giving rise to the suspension has been resolved. Client remains obligated to pay all fees during any suspension resulting from Client's acts or omissions.

12. Messaging

- a. **Messaging Service Terms.** If Client elects to use SpryPoint's Messaging Service, these terms will apply. For avoidance of doubt, these terms apply to all SpryPoint SaaS Subscriptions within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications to Client's customers and potential customers (the "Communications").
- b. **Responsibility and Risk.**
 - i. **Responsibility.** Client shall be solely responsible for the form, content, timing, and recipients of any Communications made or sent by or on behalf of Client using the Service.
 - ii. **Indemnification.** To the extent permitted by applicable law, Client shall indemnify and hold harmless SpryPoint and its officers, directors, employees, contractors, and representatives from and against all claims, damages, losses, and expenses (including statutory damages,

penalties, and attorney's fees) arising from or relating to: (A) the form, content, timing, or recipient of any Communication made or sent on behalf of Client using the Service; (B) Client's use of the Messaging Service; or (C) any breach by Client of this Agreement, including these Messaging Service terms.

- iii. **No SpryPoint Liability.** SpryPoint shall have no responsibility or liability with respect to Communications initiated or authorized by Client.
- iv. **Assumption of Risk.** Client assumes all risks associated with use of the Messaging Service.
- c. **Telephone Consumer Protection Act ("TCPA").** Client understands and acknowledges that the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., together with other federal and state laws (collectively, the "Telephonic Communications Laws"): (a) restrict certain calls and text messages; and (b) impose requirements on entities making such calls and text messages, whether directly or through an agent, representative, or platform.
- d. **Consents.** Client represents and warrants that:
 - i. **Obtaining Consent.** Prior to sending any Communication, Client obtains the prior express consent or prior express written consent ("User Consent"), as applicable, from each recipient to receive Communications from or on behalf of Client at the telephone number identified for that recipient.
 - ii. **Honoring Revocation.** No Communication will be sent to any recipient who has revoked User Consent (and not re-consented) at the time the Communication is sent.
 - iii. **Compliant Process.** Client's process for securing User Consent complies, and will continue to comply throughout the Term, with all applicable Telephonic Communications Laws.
 - iv. **Sole Responsibility.** Client shall remain solely responsible for assessing and determining whether its consent process complies with applicable Telephonic Communications Laws.
 - v. **Record Retention.** Client shall maintain and, upon reasonable request, and make available to SpryPoint
 - (1) records evidencing User Consent for each recipient and
 - (2) records evidencing Client's compliance with applicable Telephonic Communications Laws.
 - (3) Upon reasonable request and notice, Client shall cooperate with SpryPoint in good faith to prepare or execute declarations, or similar documents necessary to support SpryPoint's defense of any claims arising from or relating to any Communication.
- e. **Compliance.** SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service. Accordingly, Client shall be exclusively responsible for compliance with all applicable Telephonic Communications Laws in connection with any Communications made or sent using the Service. Client represents and warrants that it maintains (and will continue to maintain throughout the Term) policies and procedures to comply with all applicable Telephonic Communications Laws.

13. Insurance

- a. **Coverage.** SpryPoint will maintain insurance coverage as required in the Client's request for proposal or request for information, as identified during the applicable bid process, or as otherwise mutually agreed by the Parties in writing.
- b. **Additional Insurance Related Provisions**
 - i. **Subcontractors.** SpryPoint agrees to ensure that subcontractors and any other party engaged by SpryPoint to perform the Services provide the same minimum insurance coverage required of SpryPoint, except with respect to limits. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.

- ii. **Evidence of Coverage.** Prior to the commencement of any Services under this Agreement, SpryPoint shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage required under Section 13(a). Upon written request, SpryPoint shall provide Client certificates related to the insurance coverage described herein.

14. Government Client Provisions

- a. **Applicability.** This Section 14 applies if Client is a governmental entity, political subdivision, municipal corporation, public utility district, or other public body ("Government Client"). To the extent any term of this Agreement conflicts with mandatory provisions of applicable law governing Government Clients (collectively, "Government Restrictions"), the provisions of this Section 14 shall modify such term, and the remainder of this Agreement shall continue in full force and effect.
- b. **Indemnification.** The indemnification obligations of Government Client under Section 8(b) of this Agreement shall be limited to the extent required by applicable law. Where applicable law prohibits Government Client from indemnifying or holding harmless a third party, Government Client shall only be responsible for losses, damages, and expenses directly attributable to Government Client's own acts, omissions, negligence, or willful misconduct, to the maximum extent permitted by applicable law. Nothing in this Section 14(b) relieves Government Client of its obligation to pay all fees, charges, and other amounts due under this Agreement.
- c. **Governing Law.** To the extent applicable law requires that contracts with Government Client be governed by the law of Government Client's state, this Agreement shall be governed by the law of Government Client's state with respect to Government Client's rights and obligations under this Agreement, notwithstanding Section 15(c) (Governing Law).
- d. **Dispute Resolution and Jurisdiction.** Disputes with Government Client shall be resolved in a court of competent jurisdiction located in Government Client's state, notwithstanding any contrary provision in Section 15(n) (Dispute Resolution) or elsewhere in this Agreement. The escalation procedure set forth in Section 15(n) (Dispute Resolution) (a) through (c) shall apply to Government Client disputes to the extent not prohibited by applicable law.
- e. **Confidentiality and Public Records.** Nothing in this Agreement shall be construed to prohibit or restrict Government Client from complying with applicable public records, open records, or freedom of information laws. To the extent Government Client is required by law to disclose information that would otherwise be deemed Confidential Information under Section 4, Government Client shall provide SpryPoint with reasonable prior notice (to the extent permitted by law) and shall cooperate with SpryPoint in seeking any available protective order or confidential treatment.
- f. **Fiscal Funding and Non-Appropriation.**
 - i. **Termination Right.** If Government Client's funding authority does not appropriate sufficient funds for the continued performance of this Agreement in any fiscal period, Government Client may terminate this Agreement upon sixty (60) days' prior written notice to SpryPoint, provided that Government Client has exhausted all available legal means to obtain such funding.
 - ii. **Payment Obligation.** In the event of termination under this Section 14(f), Government Client shall pay all fees accrued through the effective date of termination, and SpryPoint shall have no further obligation to provide the Service.
 - iii. **Anti-Circumvention.** Government Client shall not use a non-appropriation termination to circumvent its obligations under this Agreement if funds are available or could reasonably be obtained.
 - iv. **No Convenience Right.** This Section 14(f) does not create a right of termination for convenience.

- g. Late Payment.** Notwithstanding Section 2(a) (Invoices and Payment), to the extent applicable law limits the rate of interest that may be charged to Government Client, the late payment interest rate shall be the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law for Government Client.
- h. Automatic Renewal.** To the extent applicable procurement law prohibits Government Client from entering into automatically renewing contracts, the automatic renewal provision in Section 10(b) shall not apply. In such event, this Agreement shall expire at the end of the then-current Term unless Government Client affirmatively executes a renewal in writing prior to expiration.
- i. Residual Obligations.** Notwithstanding any modifications set forth in this Section 14, Government Client remains subject to all obligations under this Agreement that are not prohibited by applicable Government Restrictions, including without limitation:

 - i. payment of all fees due under Section 2;
 - ii. compliance with acceptable use terms under Section 1(c);
 - iii. confidentiality obligations under Section 4;
 - iv. data privacy and security obligations under Section 5; and
 - v. obligations upon termination under Sections 10(e) and 10(f), in each case to the maximum extent permitted by applicable law.

15. Miscellaneous

- a. Independent Contractor.**

 - i. Status.** SpryPoint and all persons employed or engaged by SpryPoint to furnish labor or materials under this Agreement are independent contractors and do not act as agents or employees of Client.
 - ii. Management Rights.** SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement.
 - iii. No Partnership.** This Agreement does not create, nor is it intended to create, a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
 - iv. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- b. Piggyback.**

 - i. Availability.** Any governmental entity may purchase the services specified herein in accordance with the terms and conditions of this Agreement.
 - ii. Pricing.** Pricing for any such governmental entity shall be mutually agreed upon based on SpryPoint's then-current rates.
 - iii. Separate Contracts.** Each governmental entity shall establish its own contract with SpryPoint, be invoiced separately, and make its own payments to SpryPoint in accordance with such contract.
 - iv. No Client Liability.** Client is not a party to, and shall have no liability under, any contract between SpryPoint and any other governmental entity.
- c. Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of Florida.
- d. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given:

 - i. upon the third business day after deposit in first class mail, postage prepaid;
 - ii. upon the first business day after deposit with a nationally recognized overnight courier; or
 - iii. Upon transmission if sent by email with confirmation of receipt, provided that a copy is also sent by mail or courier within two (2) business days.

Notices to the Parties shall be sent to:

SpryPoint Services, Inc.	Seminole County, Florida
45 Queen Street, Suite #401 Charlottetown, PE C1A 4A4 Attention: Chief Financial Officer finance@sprypoint.com	1101 E. 1st Street Sanford, FL 32771 Attention: [Contact Name / Title] [Contact Email] With a copy to: Seminole County Purchasing & Contracts Division 1301 E. Second Street Sanford, FL 32771

- e. Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Neither Party's review, provision, acceptance, nor payments for any of the Services provided under this Agreement shall be construed to operate as a waiver of any of such Party's rights under this Agreement or of any cause of action available to such Party arising out of the performance of this Agreement.
- f. Force Majeure.**
- i. Non-liability.** SpryPoint shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by forces beyond its reasonable control.
 - ii. Force Majeure Events.** Such events include: strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes; acts of God, and interruptions, loss, or malfunctions of utilities, communications, or computer services (software or hardware);
 - iii. Mitigation:** SpryPoint shall use reasonable efforts consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances.
- g. Assignment.**
- i. Consent Required.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
 - ii. M&A Exception.** Notwithstanding Section 15(g)(i), either Party may assign this Agreement in its entirety without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that: (A) the assignee agrees in writing to be bound by all terms of this Agreement; and (B) all past -due fees are paid in full.
 - iii. Competitor Restriction.** Client shall not assign this Agreement to a direct competitor of SpryPoint.
 - iv. Void Assignments.** Any assignment in violation of this Section 15(g) shall be void and of no effect.
 - v. Successors.** Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- h. Severability.** To the extent permitted by law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. If a court of competent jurisdiction holds any provision invalid or unenforceable, such provision shall be interpreted to fulfill its intended

purpose to the maximum extent permitted by law, and the remaining provisions of this Agreement shall continue in full force and effect.

- i. **Publicity.** SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements, or marketing materials without the prior written consent of Client. Notwithstanding the foregoing, SpryPoint is authorized to use Client's name and logo in lists of clients and on its website; such use shall be limited to identifying Client as a recipient of the Service and shall not constitute an advertisement or endorsement.
- j. **Amendment.** This Agreement may only be amended in writing by authorized representatives of each Party.
- k. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- l. **Survival.** The following provisions shall survive any expiration or termination of this Agreement:
 - i. Section 2(a) (Invoices and Payment), solely with respect to accrued payment obligations;
 - ii. Section 3 (Proprietary Rights);
 - iii. Section 4 (Confidentiality);
 - iv. Section 5 (Data Privacy and Security);
 - v. Section 8 (Indemnification);
 - vi. Section 9 (Limitation of Liability);
 - vii. Section 7(e) (Warranty Disclaimer);
 - viii. Section 12(b) (Messaging Responsibility and Risk);
 - ix. Section 10(e) (Effect of Termination);
 - x. Section 10(f) (Access to Client Data);
 - xi. Section 14 (Government Client Provisions);
 - xii. this Section 15 (Miscellaneous); and
 - xiii. any other provision that by its nature is intended to survive.
- m. **Entire Agreement.** This Agreement, including all exhibits, Order Forms, and Statements of Work incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether oral or written, relating thereto. In the event of a conflict between the terms of this Agreement and any Order Form or Statement of Work, the terms of this Agreement shall control, except where the applicable Order Form or Statement of Work expressly amends a specific provision of this Agreement.
- n. **Dispute Resolution.** The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Agreement in accordance with the following procedure: (a) the Parties' designated project managers shall first attempt to resolve the dispute within ten (10) business days of written notice of the dispute; (b) if the dispute is not resolved at the project-manager level, the Parties shall escalate it to the senior management of each Party, who shall meet (in person or by videoconference) within fifteen (15) business days of such escalation to attempt to resolve the dispute; and (c) if the dispute remains unresolved after both (i) the senior management meeting and (ii) thirty (30) business days from the initial dispute notice, either Party may pursue its remedies at law or in equity as provided herein.
- o. **Jurisdiction and Venue.** Any dispute, claim, or controversy arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the County of Seminole, State of Florida. Each Party irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection that such venue is an inconvenient forum.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Master Subscription Agreement to be executed by its undersigned duly authorized representatives.

Client Name	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:

SpryPoint

Smart Solutions for Smart Utilities

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Exhibit B
Statement of Work

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Statement of Confidentiality

The contents of this document are confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of SpryPoint.



1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint Services Inc.** (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Canada, and **Seminole County** (hereinafter "**Client**") with offices in, Sanford, FL, United States.

1.1. Background Statements:

- **SpryPoint** will provide a range of software solutions and services to achieve a business solution that meets the identified Customer Information System (CIS) Solution ("Solution") requirements of the **Client**. **Client** is open to new ways to achieve the same outcome but are not looking to go backward in functionality or efficiency.
- The **Client** wishes to work together with **SpryPoint** for the implementation of the Solution and **SpryPoint** agrees to provide such services and/or software as agreed to in the terms provided herein.
- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all services and/or deliverables to the **Client** by **SpryPoint**.

2. Scope of Work

2.1. Products included in Scope

The following SpryPoint products are to be implemented as part of the scope of this implementation:

- SpryCIS – Customer Information System
- SpryEngage – Customer Engagement Portal
- SpryIDM – Interval Data Management
- SpryMobile – Mobile Field Service
- SpryBackflow - Cross Connection Control
- SpryChat – Live Chat



2.2. Overall Project Approach

SpryPoint shall use its implementation methodology, to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology and combines it with the best elements of each Methodology. This hybrid approach encompasses Project Management tasks, Pre-Project tasks, and six (6) phases, as follows:

- Initiation
- Analysis
- Assembly
- Validation
- Deployment
- Operate

The Project scope assumes all **SpryPoint** Products will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the change order process will be engaged to outline any project impacts.

2.2.1. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. **SpryPoint** cannot start project initiation until the contracts have been fully executed.

Approximately sixty (60) days from contract execution of the contract, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

2.2.2. Analysis

Analysis – Workshops & Analysis Report

Workshops are collaborative sessions led by SpryPoint, designed to bring together the Client's Core Team members and any other key stakeholders and/or decision makers from across an organization to discuss the alignment between SpryPoint Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box SpryPoint workflows and the Clients desired future state processes.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**



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- Familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, any shared operating procedures or current state process documentation, and other such information as needed.

Analysis – Solution Design Report

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be updated.

Analysis – Finalized Project Schedule

Upon completion of the Solution Design Report; **SpryPoint** will work with the **Client** to update the initial project schedule based on the finding during the Analysis Workshops. At this time this will become the baselined schedule for project reporting.

Analysis – Planning Documents

During the Analysis Phase the following additional documents will be created.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial accounts with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users. In addition, as part of the training plan it will define which users will be trained in which training group.

2.2.3. System Configuration

SpryPoint will conduct configuration activities using an iterative approach, allowing for progressive refinement of the solution based on feedback, and validation of future state business processes. This incremental process supports collaboration, reduces rework, and ensures alignment with the agreed future state business processes throughout. In addition, this iterative approach promotes early visibility into the solution, enabling timely adjustments and improving the likelihood of a successful and efficient deployment.



2.2.4. Additional Configurable Items

CIS – Bill Statement

SpryPoint uses an iterative approach to complete the creation of the **Client's** bill statement pdf. It starts gathering initial requirements to determine the initial look and feel of the statement. This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations, unless due to bugs, will be completed to meet the **Client's** requirements.

CIS – Collection Letters

SpryPoint uses an iterative approach to complete the Collection Letter configuration. It starts gathering initial requirements to determine the initial look and feel of the Collection Letter(s). This will be provided to the **Client** to provide some initial testing and feedback. Up to 2 more additional iterations, unless due to bugs, will be completed to meet the **Client's** requirements.

Note a set of Collection Letters includes the letters to support the steps of the Collection Process. For example, if the collection process may have 3 steps that requires documents to be created (1- Late Notice; 2- Delinquent Notice; 3 – Disconnect/Cut-off Notice) all three letters would be included in the scope.

CIS – Miscellaneous Letters & Other Items

Other items required to be configured are:

- **Service Orders - SpryPoint** will gather requirements for developing **Client's** Service Order processes including service types.
- **Miscellaneous Letters & Templates** – Report deliverables (letters) will be created by **SpryPoint** with respect to the **Client** logo, contact information, return address and text. The **Client** will supply the logo, contact information, return address, and text to **SpryPoint** for development of the letters. Some examples include, but is not limited to:
 - Welcome Letter
 - Returned Check Fee Letter
 - Payment Arrangement Agreement Letter
 - Write-off Letter (one for non-payment, second before collections)
 - Customer Credit Refund Letter

SpryPoint has included in scope budget to build up to 50 letter templates and will train the Client in building letter templates. If additional letters are required, the change order process may be engaged or the Client will be assisted to build the additional letter, provided no development effort is required to create the letter.



2.2.5. Data Conversion

Data Conversion – CIS

Included in the scope of the project SpryPoint will complete a maximum number of data conversion as outlined below.

Data Iteration	Iteration Goals	Max number of iterations
1	Convert master records to allow for baseline testing	2
2	Converts transactional data & bill validation testing	3
3	Supports user acceptance testing activities	2
4	Supports Go-Live	1
TOTAL		8

**** Note does not include mock go live**

SpryPoint will convert 3 full fiscal years (October 1 – September 30) plus the number of months to go live of history into SpryCIS. **SpryPoint** will archive any **Client** Data older than 3 calendar years.

The following table provides specific details of the objects to be converted, where the agreed time is 3 full fiscal years, plus the number of months to go live of history.

SpryCIS Objects to Convert

Object	Details
Customers	<p>Active customers with balances within the specific time limits, including relationships (i.e., landlords/tenants). This also includes customer addresses and corresponding contact information.</p> <p>Note: In the agreed time if there are inactive customers with balances these will be included in the conversion.</p>
Premises	<p>All active premises in the agreed time.</p> <p>Note: During the Analysis phase some additional discovery may be required for premises as the Client has a few scenario where decisions will need to be determined that may impact data conversion. For example,</p> <ul style="list-style-type: none"> - The Client currently has many premises that are not billed but are in their database with validate service addresses



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Object	Details
	<ul style="list-style-type: none">- The Client has some instances where there are accounts associated with real customers with billing addresses, but the premise address is not the physical address.
Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.
Meter Readings	For all converted meters per the agreed time.
AR Balance	All active account balances within agreed time.
Service Orders	All active and completed service orders within the agreed time frame.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
Deposits	If applicable, active deposit values will be converted.
Equipment	All active equipment.
Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments and attachments for applicable converted records.



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Object	Details
	Note: In order to convert these items, we will need to obtain a unique identifier to ensure the information is attached to the correct record
Historical Bill Pdfs	If the Client can provide historical bill pdfs in the required format, SpryPoint will import up to 12 months of historical bill pdfs.

Data Conversion CIS – Additional Notes

The following additional details should be noted:

- All data is being converted from the Client’s legacy CentralSquare NaviLine.
- Converted transactional data will be present for informational purposes and will not be actionable. i.e. users will not be able to complete processes such as cancel-rebill, adjustments, etc. on these records. Instead, if changes are required it will need to occur via manual adjustments.
- In the event there is account balances on accounts that are older than 3 years, SpryPoint will convert these accounts
- Additional history can be brought into the SpryCIS Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.
- Any data files required to support the conversion process will be transferred via a SpryPoint SFTP site.

Data Conversion CIS – Out of Scope

The following items will not be converted:

- Rate history table/historical rates
- Any record types not listed in the SpryCIS objects to Convert table
- Merging CIS data from multiple legacy systems

Data Extraction CIS

The **Client** will be responsible for the extraction of the data from the **Client's** current systems to **SpryPoint** Products.

Data Mapping

The purpose of the Data Mapping activity is to map fields in the Client’s legacy CIS system to the SpryPoint CIS system, as well as review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the **Client’s** subject matter experts to review data requirements and provide the **Client** with the templates for Data Mapping. The **Client** will need to populate the templates and **SpryPoint** will be available to answer and provide support to the **Client**.



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Data Conversion – Data Cleansing

During the data migration process there will be requirements to clean up data, this will be referred to as data cleansing. There will be several methods used to complete this cleansing activity. The main ones are:

- Correct during the extraction – In some instances it is easiest to correct the data using scripting on the export from legacy system.
- Correct during the import process – In some instances it is easiest to correct the data using scripting on the import into the **SpryPoint** product(s).
- Manual correction in legacy system- In some instances, the **Client** will be asked to correct the data in the legacy system.
- Correction in **SpryPoint** Product(s) – In some instances. The **Client** and/or **SpryPoint** Implementation Specialist will be asked to correct the data in the **SpryPoint** Product(s). This may be completed manually or by scripting.

SpryPoint will work with the **Client** to decide the best approach on how data cleansing will be conducted and which of the above methods will be used or if an alternative method is required. **SpryPoint** and the **Client** will work together to come to a mutually agreed decision that is in the best interest of the Project.

Data Conversion – SpryBackflow

SpryBackflow uses an import approach for Data Migration. The **Client** will be required to extract the data in the requested formats. Included in the scope of the project **SpryPoint** will complete a maximum number of data conversion as outlined below.

Data Iteration	Iteration Goals	Max number of iterations
1	Test Imports	2
2	Support Go Live	1
Total		3

The following table provides specific details of the objects to be converted, where the agreed time is 3 full calendar years.

SpryBackflow Objects to Convert

Object	Details
Backflow Assemblies	All active backflow assemblies and if applicable, any devices not yet installed but maintained in Client/Service Designee inventory
Historical Test	Historical test header details



Data Conversion – Backflow – Additional Notes

The following additional details should be noted:

- All Backflow data will come from one data source
- Client will be responsible for providing data in required formats
- Client will be responsible for data clean up

2.2.6. Training

” Training – SpryCIS, SpryEngage & SpryMobile

Training will be delivered using an iterative approach to build knowledge progressively and reinforce key concepts over multiple cycles. Each iteration will prepare the Client for the next step in the implementation. This method allows participants to gain hands-on experience, apply learning in context, and deepen their understanding of the systems and future state business processes throughout the project lifecycle. The table below outlines the planned training iterations.

Training Type	Purpose	Audience	Delivery Method	Number of Iterations
Foundation Training	Product based training that prepares users to participate in Analysis Workshops	Anyone who will participate in Analysis Workshops.	Hybrid – Self paced learning and instructor led	1
Core Team Training	Process based training that prepares the Core Team to complete required system(s) testing	All Client Core Team Members	Instructor Led	1
Tester Training	Role based training that prepares users to participate in User Acceptance Testing	Any user who will complete User Acceptance Testing	Instructor Led	1
End User Training	Role based training to prepare end users for go live	Any end user who has not been trained.	Instructor Led	As defined in the training plan



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” Training – SpryBackflow

For SpryBackflow SpryPoint will complete the following training

Training Type	Purpose	Audience	Number of Iterations
Core Team Training	Process based training that prepares the Core Team to complete required system(s) testing	All Client Core Team Members	1
End User Training	Prepare end users for go live	Any end user who has not been trained	As defined in the training plan

Note: out of scope for this project is training of the Client’s Customers. The Client will be responsible for providing any training to their customer users.

2.2.7. Testing

Testing is a critical component of this implementation, serving to validate that all solution components function as required to support the client’s future state business processes and user roles. Rigorous testing helps identify and remediate defects early, reducing the risk of costly issues after deployment.

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to review and modifying and/or add test scripts (in Test Rail) to meet their custom needs.

The table below outlines the planned testing rounds. Additional details for each testing category are provided in subsequent sections. Test scripts that do not pass during a round will be retested until successful. Depending on the reason for the additional testing, a change order may be required.

Testing Type	Max number of Test Rounds
Functional Testing	2
Integration Testing	2
Bill Validation Testing	3
User Acceptance Testing	2



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Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client's** business requirements. Functional Testing utilizes scenarios based on SpryPoint best practices.

Each round of functional testing will last two (2) weeks).

Integration Testing

Integration testing focuses on ensuring the end-to-end business processes are functioning as required to support the future state business requirements. Testing will focus on

- Core integrated testing which tests major batch processes;
- Financial scenarios which focus on validating financial transactions;
- Integrated testing scenarios inclusive of primary and secondary scenarios;
- Unit (Singular) testing of interfaces and enhancement(s);

Each round of Integration testing will last two (2) weeks).

Bill Validation Testing

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results on each account. The end goal is to identify any billing anomalies to correct issues with setup or conversion, and to document acceptable differences.

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes 3 iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 2 more times to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the Client to show the results. While SpryPoint is responsible for completing this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

To complete Bill Validation Testing the Client must have the ability to provide an extract of the billing data from their legacy system in the form of a comma-separated file or spreadsheet from their legacy system at any given time. This data will need to include, at a minimum:

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service
- Billing Cycle
- Bill Amount



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- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

User Acceptance Testing

User Acceptance is designed to act as a “Day in the Life” testing to ensure all Client Roles can complete their responsibilities as defined by the agreed future state business processes. During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns.

The **Client’s** identified testers will complete the test cases as defined in the approved test script list and agree to complete testing to meet the parameters defined in the test plan. If tests fail, **SpryPoint** resources will be available to help and answer questions and/or work with the customer to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

Each round of Integration testing will last two (2) weeks).

2.2.8. Client Driven Solution Walkthrough

To validate and ensure Client Go Live Readiness, the Client will be asked to have their Core Team Members demonstrate to SpryPoint, their use and knowledge of the end-to-end solution and future state business processes

2.2.9. User Roles & Permissions

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible for updating the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

2.2.10. Reports & Dashboards

Once transactional data has started being converted, SpryPoint will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs required to support the Client’s future state business processes and identify any gaps. In addition, this document will define delivery



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groups for the reports and dashboards to align with the needs of the project. These delivery groups will determine when in the project timeline reports and dashboards will be delivered.

Upon completion of the of the analysis, a Report & Dashboard Plan will be provided to the **Client**. This document summarizes the findings of the analysis and provides an estimate of effort required to build any reports identified as a gap or to modify existing reports and dashboards. This report work effort will be compared against the contracted work effort of 200 hours and **SpryPoint** will work with the **Client** to determine which reports will be built using the custom report and dashboard budget as contracted. Additional reports and work hours over the budgeted amount and agreed upon will be submitted through the change control process.

As part of the Project implementation SpryPoint will show the Client how to generate reports.

2.2.11. Organizational Change Management

The objective of organizational change management (OCM) is for the **SpryPoint** team to work with the Client to identify areas where a more formal approach to change and can be applied to help the Client support their users through the implementation.

This starts with SpryPoint work to better understand the current state of the **Client**, assess the organizational culture and the capacity to change. As a result of this **SpryPoint** will:

- Complete OCM Discovery
- Deliver OCM presentation
- Deliver OCM Plan

The following Organizational Change Management activities will be completed to support the Client and their users with the change that occurs during the implementation:

Risk Assessment

Measures the characteristics of the change and the attributes of the impacted organization to better understand the unique risks of the change.

Changes that are more dramatic and farther reaching in the organization have a higher risk. Likewise, organizations and groups with histories and cultures that resist change face higher risk. Understanding these characteristics, attributes, and risks helps to scale the change management plans accordingly.

Sponsor Assessment

The Sponsor Assessment measures the people management chain of all the impacted groups in terms of their position relative to the change and their change management competency. The resulting sponsor coalition describes the leaders and managers who need to be on board and actively engaged in leading the change. The primary sponsor is



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the person who authorizes and champions the change. This person must be actively and visibly engaged in the change throughout the project. Each member of the sponsor coalition has the responsibility to build support and communicate the change with their respective audiences.

P-P-P-P Exercise

This exercise assists the organization in connecting change management to business results by documenting the Project, Purpose, Particulars, and People. If the people impacted by the project do not support and engage in the change, then the particulars of that change are not realized. If these particulars are not achieved, then the purpose will not be achieved, and the business results are not met.

Sponsor Interview

The Sponsor Interview contains a list of questions that stakeholders may have about the project, and which can provide basic information about the project to stakeholders to create awareness and desire, the first two elements of the ADKAR® Model of individual change. Prosci® recommends that Primary Sponsors provide answers to these questions, which can then be repurposed throughout the project to reinforce key messaging concepts. These questions can also provide value for other tasks such as identifying stakeholders and defining project risk. The Client reserves the right to review and approve these questions and define the appropriate stakeholders.

Group Impact Assessment

The Group Impact Assessment measures the degree of anticipated changes to each of the groups impacted in terms of the following 10 aspects of change.

- **Processes:** The actions or steps taken to achieve a defined end or outcome.
- **Systems:** A combination of people and automated applications organized to meet a set of objectives.
- **Tools:** An item or implement used for a specific purpose; can be a physical object such as a mechanical tool or a technical object such as a web authoring tool or software program.
- **Job Roles:** The defined set of responsibilities, tasks, and authority levels assigned to an individual.
- **Critical Behaviors:** Vital or essential response of an individual or group to an action, environment, person, or stimulus.
- **Mindset/Attitudes/Beliefs:** A mental inclination, disposition or frame of mind reflected in behaviors.
- **Reporting Structure:** The authority relationships in a company or organization; who reports to whom.



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- **Performance Reviews:** The process and indicators of how performance is measured and assessed relative to objectives.
- **Compensation:** The amount of the monetary and non-monetary pay provided in return for work performed.
- **Location:** A physical geographical place that provides facilities for a stated purpose.

Not all groups will be impacted the same. Understanding the impacts relative to each impacted groups helps to scale the change management plans accordingly.

OCM Scope and Goals Summary

This document summarizes the scope and goals of the anticipated changes and provides a consolidate source for information that can be communicated as needed to the organization.

OCM Strategy Presentation

This presentation summarizes the analysis findings, documents key takeaways, and recommends next steps for the organization.

Customer Bill Statement Communication Plan

This plan provides the organization with the tools to create an effective communication plan with their customers to ensure a smooth and successful rollout of the new billing system to their customers, minimizing billing disruptions and providing necessary support throughout the transition. This document will also provide best practices from other implementations on the tools to be used and the information to be imparted to customer.

2.2.12. Mock Go Live

The Mock Go-Live will serve as a dress rehearsal for the production Go-Live weekend and Monday morning activities. The objectives and expectations for the Mock Go-Live include:

- **Role Readiness:** Confirm that all project team members and stakeholders understand their roles and responsibilities for the production Go-Live.
- **Schedule Validation:** Validate the cutover schedule and timings to ensure the planned activities can be executed successfully.
- **Manual Entry Verification:** Complete and verify any required manual entries following data conversion.
- **Reporting Validation:** Ensure that all reports are accurate and functioning as expected after data conversion.
- **User Testing:** Engage selected users to perform testing to confirm readiness for Monday morning business operations.
- **Timing Considerations:** Although the production Go-Live will take place over a weekend, the Mock Go-Live is not required to occur during a weekend.



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- **Resource Commitment:** Both SpryPoint and the Client are expected to dedicate resources to the Mock Go-Live in the same manner as would be required during the actual Go-Live weekend.

Included in scope is two (2) Mock Go Live.

2.2.13. Go Live

Go Live Cutover Plan

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**.

Go/No Go Decision

This is a critical decision point in the project, where the state of the project is reviewed against the Deploy Prerequisites to determine the readiness for Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

The Go/No Go Decision process occurs in two steps.

Step 1 – SpryPoint Internal Go/No Go Decision

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the project and evaluate Go-Live readiness. If this meeting results in a "Go" Decision, a **Client** Go/No Go meeting is scheduled. In the event a "No" results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and establish an action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When the **SpryPoint** Internal meeting results in a "Go" Decision, the project status, risk, cutover plan is discussed with the **Client's** Project Team, Executive Sponsor and any Key Stakeholders. If the **Client** makes a "Go" decision, plans for the cutover are finalized. If the **Client** makes a "No-Go" decision, SpryPoint and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

Go-Live

Go-live represents the scheduled system downtime during which the production cutover takes place. This work is typically performed outside of business hours, such as over a weekend, to minimize disruption. During this period, the final data conversion will be



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completed, all tasks outlined in the cutover plan will be executed, and validation activities will be performed to confirm readiness. Formal sign-off will occur to ensure all components are in place for business operations to resume as scheduled.

2.2.14. Post Go Live Support

This is the initial period after Go-Live where the **Client's** focus is on system stabilization. The post Go-Live/stabilization period will last 90 calendar days with the goal to complete 3 full billing cycles (assuming monthly billing cycle).

During this period, the **Client** is using the **SpryPoint** product(s) to complete their day-to-day responsibilities and run their business. The **SpryPoint** implementation team is available to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

At the end of the post Go-Live stabilization period the RAID Log is updated. This list contains:

- Any issues and their severity still open at the end of the stabilization period
- Any SOW items that were not delivered prior to Go-Live
- Any additional reports required and agreed to as part of scope of services

2.2.15. Transition to Client Success

After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, the **Client** will be transitioned to the SpryPoint Client Success team. The transition involves a **SpryPoint** internal knowledge transfer between the SpryPoint Implementation Team and Client Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Client Success Team Representatives. Once the transition to the Client Success team has occurred, the **SpryPoint** implementation team will continue to be accountable for the resolution of all items on the project RAID log, and the Client Success Team will be accountable for any new issues.

2.2.16. Project Close Out

The project close out is the point when the Project parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation portion of the contract is completed, the system is accepted by the **Client**, and the Project is deemed closed.

This occurs when the following are met:



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1. All the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. All RAID log items severity 1, 2 and a plan for delivery of severity 3 are delivered to the **Client**. The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by the Client within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. 1. and 2. above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a project is deemed complete any outstanding implementation fees are due.

2.2.17. Phase Entry & Exit Criteria

The Assembly and Validation phases will be delivered through a series of iterative building blocks. Each iteration will include defined exit criteria to ensure quality and completeness. While the standard plan anticipates several iterations, the total number may be adjusted if the exit criteria are satisfied in fewer cycles. In all cases, the established exit criteria shall govern the determination of iteration completion.

The following defines each phase’s entry and exit criteria.

Phase	Iterations	Entry Criteria	Exit Criteria
Initiation	1	<ul style="list-style-type: none"> • Fully executed contract 	<ul style="list-style-type: none"> • Initial Project Schedule • Completed Questionnaires • Foundations training delivered to Client
Analysis	1	<ul style="list-style-type: none"> • Environments deployed with one Client user setup • Foundations Training delivered to Client • Data Review Completed 	<ul style="list-style-type: none"> • Solution Design Report Signed Off • Test Plan delivered • Training Plan delivered
Assembly	1	<ul style="list-style-type: none"> • Signed Solution Design Document 	<ul style="list-style-type: none"> • Data Conversion iteration 1.0 loaded into staging - Data has been converted and loaded into the staging environment with no less than 70% of the valid records of the provided converted data

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Phase	Iterations	Entry Criteria	Exit Criteria
			<ul style="list-style-type: none"> Data Acceptance Testing completed - Client completed data acceptance testing & logged issues on the RAID Log
Assembly	2	<ul style="list-style-type: none"> Functional Test Scripts Ready Client completed data acceptance testing 	<ul style="list-style-type: none"> Successful Completion of Functional Testing Round 1 - Client has run all 100% of the Functional test scripts with an 50% pass rate, of which none of the failed test scripts are related to a severity 1 issue. All related issues are logged in the RAID log and assigned to a project resource. Bill Statement Mockup Requirements agreed to by Client Collection Letter(s) Mockup Requirement agreed to by Client
Assembly	3	<ul style="list-style-type: none"> Configuration updates completed Functional Testing R1 Completed 	<ul style="list-style-type: none"> Data Conversion 2.0 - Total AR Balancing is 50% or higher of legacy system; 90% of valid data records are being converted. Successful Completion of Functional Testing Round 2 - Client has run all 100% of the Functional test scripts with an 80% pass rate, of which none of the failed test scripts related to a severity 1 and a plan for Severity 2 issues is mutually agreed to. Successful completion of Bill Validation Round 1 - Completed round 1 of bill validation where 100% of client cycles have been validated with a 50% match rate.
Assembly	4	<ul style="list-style-type: none"> Functional Testing Sign Off Integration Test Scripts completed 	<ul style="list-style-type: none"> Data Conversion 2.1 - Total AR Balancing is 75% or higher of legacy systems; Customer AR balancing is 60% accurate or higher Successful Completion of Integration Testing Round 1 - Client has run all 100% of the Integration test scripts with an 70% pass rate, of which none of the failed test scripts are related to a severity 1 and severity 2 issue.

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Phase	Iterations	Entry Criteria	Exit Criteria
			<ul style="list-style-type: none"> Successful completion of Bill Validation Round 2 - Completed round 2 of bill validation where 100% of client cycles have been validated with a 75% match rate.
Assembly	5	<ul style="list-style-type: none"> Updated configuration system 	<ul style="list-style-type: none"> Data Conversion 2.2 - Total AR Balancing is 95% of legacy systems; Custom AR balancing is 95% accurate. GL reconciliation is 95% of legacy system with no unexplained documented and approved deltas Successful Completion of Integration Testing Round 2 & Signed Off - Client has run all 100% of the Integration test scripts where the process is required to go live with an 95% pass rate, of which none of the failed test scripts related to a severity 1 or severity 2 issue. Successful completion of Bill Validation Round 3 - Completed round 3 of bill validation where 100% of client cycles have been validated with a 98% match rate with all deltas known, documented and approved by Client. Bill Statement & Collection Letter(s) sign off
Validation	1	<ul style="list-style-type: none"> Integration Testing Sign Off User Acceptance Test Scripts completed 	<ul style="list-style-type: none"> Successful Data Conversion 3.0 - Total AR Balancing is 100% of legacy system with no unexplained documented and approved deltas; Customer AR balancing is 98% accurate, with no unexplained documented and approved deltas. User Acceptance Testing R1 completed - Client has run all UAT test scripts with an 70% pass rate. Any failed test scripts with a severity 1 or 2 issue have identified fixes.
Validation	2	<ul style="list-style-type: none"> User Acceptance R1 completed 	<ul style="list-style-type: none"> Successful Data Conversion 3.1 - Total AR Balancing is 100% of



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Phase	Iterations	Entry Criteria	Exit Criteria
			legacy system with no unexplained documented and approved deltas; Customer AR balancing is 100% accurate, with no unexplained documented and approved deltas. <ul style="list-style-type: none"> User Acceptance Testing R2 completed - Client has executed 100% of User Acceptance Test Scripts with an 90% pass rate of which none of the failed case are related to severity 1 or 2 issues. Includes Client Signoff Successful Client Walkthrough
Deployment	1	<ul style="list-style-type: none"> Successful Client Driven Walkthrough User Acceptance Testing Sign Off 	<ul style="list-style-type: none"> Mock go live completed & approved - the mock go live has been fully executed to the document go live plan with no more than +/- 4 hours of delta between plan vs reality. The Client and SpryPoint key stakeholders have signed off on the Mock Go Live. All end user training completed Go Live decision approval
Operation	1	<ul style="list-style-type: none"> Go Live Approval Sign Off 	<ul style="list-style-type: none"> Completion of Post Go Live Support period Introduction to Client Success Team Project Close out sign off

While entry and exit criteria have been established for each project phase, these criteria are not intended to serve as rigid gates. Activities associated with a subsequent phase may commence prior to the full completion of the current phase, provided such overlap is deemed to be in the best interest of the project and does not compromise overall project objectives and is mutually agreed to by both **SpryPoint** and the **Client**.

3. Integrations & Enhancements

This section outlines any of the integrations or enhancements and their requirements which are included in the scope of work. During the Analysis process each identified interface, and/or enhancement will be identified as required for Go-Live or not. In addition, integrations and enhancements will be broken up into delivery groups to align with the needs of the project. These delivery groups will determine when in the project timeline they will be delivered. The Client is responsible for coordinating and managing any third-party vendors.



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Interfaces and enhancements, not listed in this document, will be deemed out of scope and the change order process will be initiated

It is important to note that during analysis and throughout the implementation there may be additional integrations or enhancements identified. In this event, **SpryPoint** will provide a ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the change is deemed required, the change order process will be activated.

3.1. Integrations

SpryCIS is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back- office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch and scheduled integrations as well as event-driven integrations.

The **Client** is responsible to ensure that there are third party environments available to test any integration work.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint**, it is outside the scope of this project. Some examples are configuration in a third-party application, the need for a third party to add information to an API, etc.*

No.	Integration Name	Integration Details	SpryPoint Product Impacted
INT1	Badger BEACON - AMI Headend	<p>SpryPoint maintains a robust integration with Badger BEACON across our product suite. Integrations are designed to automate routine integration processes, eliminate manual handling of meter reading information, maximize the business value of interval reading information to support customer service and operations, and streamline implementation and testing processes.</p> <p>Key features of these integrations include:</p> <ul style="list-style-type: none"> The SpryCIS data model supports vendor-specific data models and configurations to support Badger metering 	<p>SpryCIS SpryEngage SpryIDM SpryMobile</p>



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		<p>infrastructure, including Badger-specific meter configurations, endpoint configurations, and encoder configurations. This ensures that Badger meters are created, maintained, and operated according to known standards and best practices, and supports deep integration between Badger BEACON and the SpryPoint product suite.</p> <ul style="list-style-type: none"> ● A fully-automated scheduled master file exchange serves to regularly update BEACON® with the latest information on customers, accounts, and meter installations from SpryCIS. This ensures that both systems consistently operate with the most current and synchronized data. ● SpryCIS can directly retrieve billing meter readings via the BEACON® API. This seamless integration allows for accurate and timely billing, while reducing operator effort by eliminating manual data exchange processes. ● SpryCIS and SpryEngage can display interval meter reading data sourced from BEACON, along with overlays of weather information. This allows a direct analysis of customer usage patterns, continuous usage, and correlations with weather conditions. ● SpryIDM integrates with the BEACON® API to retrieve daily interval meter readings, ensuring up-to-date consumption data is consistently available. This data is used to display interval readings in SpryCIS and SpryEngage, detect consumption anomalies such as leaks or irregular usage, and perform consumption forecasting to improve customer resource management. Additionally, the client is encouraged to provide historical interval data for all available years or any relevant period, although this data is optional. When available, it is utilized by SpryIDM to enhance usage forecasting and other calculations, ensuring accurate alignment with the client's operational needs. ● SpryMobile supports BEACON-specific AMI meter installations, upgrades, and maintenance. Field worker meter maintenance forms are tailor-built to support common Badger meter operations. This ensures that data is entered correctly at the source and is easily validated in meter quality assurance processes, while automating the back-office meter replacement and maintenance data updates. SpryCIS also supports batch integration with Ensign+ and other mass-meter work order systems to automate the update of back-office 	
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		information for meter installations and upgrades.	
INT2	Badger Beacon AMR	<p>SpryCIS supports standard meter reading integrations for many AMR systems. The integration typically includes:</p> <ul style="list-style-type: none"> • Export of meter, customer, and premise information by route or billing cycle from SpryCIS • Import of meter reading information from the metering system into SpryCIS, for billing purposes <p>SpryCIS has standard CSV file formats that can be used for this purpose. However if the metering system cannot use the pre-existing file formats, SpryPoint will work with the metering system to develop file formats that meet the metering system's specifications.</p>	SpryCIS
INT3	OpenGOV (Cartegraph) Asset Management	<p>SpryPoint will enhance SpryCIS to have a work order integration with OpenGov (Cartegraph). For an integration with a CMMS such as OpenGov, the key components generally include:</p> <ul style="list-style-type: none"> • Mapping SpryCIS service order types to OpenGov work order types. • Real-time creation of orders in OpenGov when service orders are generated in SpryCIS • Real-time service order updates from OpenGov (if possible), or scheduled monitoring by SpryCIS for service order updates. Service order updates can trigger various back-office service order actions in SpryCIS, including user notifications, charge creation, alerts, etc. This does not include meter related actions such as installing, replacing, or reading meters. • If OpenGov supports it, SpryCIS can display OpenGov information and fields on the service order page. • Service orders created in OpenGov can be synchronized back to SpryCIS, provided they are mapped to a service order type and a premise that exists within SpryCIS. This allows field technicians to initiate field activities in OpenGov without requiring direct access to SpryCIS. <p>The above functionality depends on whether OpenGov has real time APIs available. If not, further discussion may be required for possible solutions and effort in further detail.</p>	SpryCIS

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INT4	JD Edwards Integrated Web Batch Management, JDE (Batch and Job Scheduling and Management) JDE Enterprise One (Version 9.2, Release 22, Tools Release 9.2.6.1) <- this was from the RFP.	<p>SpryCIS supports a standard financial integration for JDE (JD Edwards). The integration includes:</p> <p>General ledger export file - this file contains all financial transactions that impacted the general ledger since the previous export. The transactions are summarized by batch, GL account and date. The file is automatically generated by SpryCIS on a configurable schedule (typically nightly), and then uploaded to an SFTP server, where it can be accessed by the financial system. Uploading the file to the finance system is a manual process.</p> <p>The GL data is exported in the standard JDE GL file layout. If the client's environment is not compatible with the standard layout, this may require a change order to implement a new file format.</p> <p>Accounts payable export file - SpryPoint can generate an accounts payable export CSV file. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and voucher amount. The file is generated manually from SpryCIS, by selecting a date range of which vouchers to include.</p> <p>The AP data is exported in a generic CSV format. It is not specific to JDE. If the client's environment is not compatible with the standard layout, this may require a change order to implement a new file format.</p>	SpryCIS
INT5	Checkfree, Vanco, and Wells Fargo (Cash Remittance)	<p>SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-separated values (CSV). This feature provides the ability to accommodate various lockbox/payment import processes without needing additional development. SpryCIS also supports the JPMorgan BAI2 file format. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call.</p> <p>This process is typically used for the following types of third-party remittance providers:</p> <ul style="list-style-type: none">● Lockbox payments● Drop-box● Mail-in payments received by the utility	SpryCIS

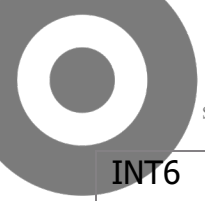


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INT6	Access Receivables (Collection Agency)	<p>As part of the collections process within SpryCIS, a collection step can initiate the accounts that become eligible for agency collection. These parameters include dollar threshold, number of days past due, prior collection steps processed before and account status. At this point a user can confirm the accounts being processed to a collection agency, which will track the event on the account and as an alert for easy visibility by all users.</p> <p>Based on the processed collections events, SpryCIS can create an export file for the collection agency which is typically exported in a CSV format. The CSV format can be configured to match the requirements of the collections agency. During discovery, SpryPoint will work with the collections agency to identify if additional fields are needed to support the requirements of the collections agency. If additional fields are required, this will require additional development and a change order.</p> <p>SpryPoint can also configure a payment import file format to allow import of payments from the collection agency to be applied against accounts in SpryCIS.</p>	SpryCIS
INT7	Accela (Permitting System, Customer Self Service)	<p>Seminole County requires the ability to push fees for building permits from Accela into SpryCIS.</p> <p>SpryPoint was built using an API-first approach. SpryCIS has API endpoints to ingest data from Accela, such as premises, customers, accounts, service orders, and charges. If Accela has the capability to trigger an API call to the SpryCIS system, Accela may use these pre-existing APIs to send data to SpryCIS. However, Accela must have all information necessary to create records in SpryCIS, which may not be possible.</p> <p>If Accela does not have the capability to interact with SpryPoint's existing APIs, the process of importing charges can be done manually or in batches via file upload. This may eliminate the need for a direct integration with Accela.</p>	SpryCIS
INT8	Esri - ArcGIS	<p>SpryCIS and SpryMobile include standard Esri ArcGIS integration capabilities. These capabilities include:</p> <ul style="list-style-type: none"> ● Administrators may configure SpryCIS and SpryMobile to connect to ArcGIS web services using basic or OAuth 2.0 authentication. ● Administrators may display layers from ArcGIS web services (Feature Services, Map Services and Image Services) directly within the SpryPoint applications. These layers are overlaid on maps and easily toggled on 	SpryCIS SpryMobile



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		<p>or off. This allows users of SpryMobile and SpryCIS to view their customer premises, to pan, zoom, search and select, and ultimately perform operations by location and proximity to drive their workflows. Attribute data that describes various premises components is pulled from the customer’s GIS through these services for display on maps.</p> <ul style="list-style-type: none"> • SpryMobile supports the automatic update of SpryMobile asset records when new assets are created or updated in ArcGIS, as well as a reverse process to push any assets created or modified in SpryMobile to ArcGIS. This is only supported on work orders and asset management, not meter-related orders. • Where GIS is the system of record for premises-related data such as street address, drainage basin, pressure zone, etc, a client may wish to export their premises data from a GIS to SpryCIS. SpryCIS can ingest a premises master data file from GIS to update premises details to match the value in GIS. Alternatively, the premise data can be pulled from a GIS layer via API if the layer is accessible with Basic Authentication. This integration requires developer involvement to work with the client to build the file format specifications and map data from GIS to SpryCIS. • In cases where your GIS administrators wish to use data within SpryPoint applications in GIS layers, SpryPoint includes a read-only database service which can be used as a data source for GIS services. GIS administrators can also access and export data from SpryCIS using built-in report tools such as Metabase or the Generic SQL <p>Supported ArcGIS applications:</p> <ul style="list-style-type: none"> • ArcGIS Enterprise • ArcGIS Online <p>ArcGIS Pro</p>	
INT9	Matrix (formerly DataProse) Bill Statements and Collection Letters	<p>SpryPoint will create and manage the bill template and collections letters as part of the project. Requirements from the Print Vendor will be provided for SpryPoint to facilitate the design of the bill template and collection letters. SpryPoint will build the template and letters based on the requirements of both the client and the bill print vendor, to be mutually agreed upon by all parties.</p> <p>SpryPoint will create a collated PDF file upon bill generation and</p>	SpryCIS SpryEngage



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		<p>processing collections batches. This PDF file can automatically be uploaded to an SFTP, if configured. SpryPoint can be configured to also include a text-based bill export metadata file if the bill print vendor requires it.</p> <p>SpryPoint natively supports paperless billing and the display of statement PDFs in SpryEngage. This piece does not require an integration with the bill print vendor.</p> <p>SpryPoint includes bill PDF generation in the project cost.</p>	
INT10	Euna Solutions Kiosk Integration	<p>The client requires an API based integration between Euna Solutions and SpryCIS to support kiosk payments. This integration will support:</p> <ul style="list-style-type: none"> • Looking up accounts by account number or address • Viewing current balance • Making payments against one or more accounts at a time • Payments made at the kiosk will be updated in SpryCIS in real-time <p>SpryCIS has existing APIs that can be used to make payments and lookup accounts. SpryPoint will provide the appropriate API documentation.</p> <ul style="list-style-type: none"> • GET {base_url}/integrations/lookupAccountInfoByAccountNumber/:accountNumber • POST {base_url}/api/payment/create <p>Seminole County may select an alternate kiosk vendor of their choice that meets the above requirements. If Euna Solutions, or alternate vendor, cannot use the existing APIs and requires new APIs to be developed, those can be developed with an additional cost.</p>	SpryCIS
INT11	Identity Access Management – DUO OR Entra ID SSO	<p>Duo SpryPoint supports Single Sign On (SSO) through Duo, using the SAML 2.0 standard.</p> <p>Entra <i>SpryCIS</i> SpryCIS may be registered as an Enterprise Application in Entra ID. This supports the primary functions of provisioning SpryCIS users through Entra ID as well as Entra ID Single Sign On (SSO). Entra ID applications that require signed SAML authentication</p>	All products



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		<p>requests are supported by configuring a SAML provider with SP Request Signing keys in SpryCIS. These keys can be generated directly within the SpryCIS SAML configuration UI, and the generated public certificate can be downloaded and uploaded to the Entra ID Enterprise Application configuration. SpryCIS is a restricted service and a request should be submitted to SpryPoint's Customer Success to allow Entra ID Cloud Provisioning infrastructure to be whitelisted.</p> <p><i><u>SpryMobile / SpryEngage / SpryBackflow</u></i></p> <p>SpryMobile, SpryEngage, and SpryBackflow may be registered as Enterprise Applications in Microsoft Entra ID. Through this integration, the applications support two primary functions:</p> <ul style="list-style-type: none"> • User Provisioning – Administrators can provision SpryMobile, SpryEngage, and SpryBackflow users through AD. • Single Sign-On (SSO) – AD users can authenticate to SpryMobile, SpryEngage, and SpryBackflow via Single Sign-On (SSO). <p>Note: SSO integration scope is limited to either Duo or Entra ID. The Client must confirm its selected SSO provider prior to the start of User Acceptance Testing in order for this integration to be included in the current project scope.</p> <p>A change order will be required if Client selects an alternate SSO solution or does not confirm a provider selection prior to User Acceptance Testing.</p>	
INT12	IVR - Selectron	<p>SpryPoint has completed an integration with Selectron for several utility clients. The integration is managed via real time API calls. Customers may use the Relay Utility IVR system to interact with SpryCIS by telephone. The following operations are supported:</p> <ul style="list-style-type: none"> • Finding accounts by phone number or account number • Retrieving account information including account balance, most recent statement, last payment information • Retrieving billing, payment, and consumption history • Making a payment. Note that the payment is processed directly between the IVR and payment processor, and SpryCIS is notified of the successful payment via the 	SpryCIS



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		<p>payment processor real-time interface.</p> <ul style="list-style-type: none"> • Communications logs are posted to SpryCIS customers & accounts to reflect the inbound customer call detail • Outbound collections calls may be initiated from SpryCIS collections processes, which will invoke calls in Selectron 	
INT13	Payment Processor - Paymentus	<p>SpryPoint's integration with Paymentus provides payment processing functionality with full two-way integration between SpryCIS and Paymentus, and two-way integration between SpryEngage and Paymentus.</p> <p>Features of the SpryCIS - Paymentus integration include:</p> <ul style="list-style-type: none"> • Scheduled job for Customer Information File (CIF) generation and upload to Paymentus • Real-time payment notification from Paymentus • Real-time autopay updates from Paymentus • Real-time customer lookup from Paymentus - gathers real-time balance and collection status, before a payment is made through SpryEngage or IVR • Paymentus IVR is supported out of the box, based on the data available in the real time CIF API • Card-present payment initiated from SpryCIS receipting page with real-time callbacks on successful card-present payments <p>Features of the SpryEngage - Paymentus integration include:</p> <ul style="list-style-type: none"> • Embedded Paymentus pages within SpryEngage to support managing wallets, autopay enrollment, account payments, and one-time payments. • When payments are made via Paymentus within SpryEngage, Paymentus sends updates back to SpryCIS in real-time. 	SpryCIS SpryEngage

3.2. Enhancements

The following items were originally identified and scoped as enhancements. As these requirements are now being addressed through the SpryPoint product roadmap, they will be delivered at no additional cost to the Client. Delivery timelines are subject to change and will be communicated as roadmap planning is confirmed. SpryPoint does not guarantee availability of these features prior to Testing or Go-Live.

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No.	Name	Enhancement Details	SpryPoint Products Impacted
ENH1	BIL.1.3 - When an adjustment is processed, the system has the ability to trigger a customer notification using the customer's stored communication preference based on user-defined criteria and adjustment types/status.	Can easily email/generate a letter to the customer after entering a change. Enhancement is required to automate generation. Scheduled for Q2 2026.	SpryCIS
ENH2	BUD.4.5 - Under a fixed budget billing option, if a customer surpasses a configurable threshold variance amount, the system will automatically update the budget bill calculation/amount to avoid such thresholds in the future.	The current system provides billing variance alerts and reports with configurable thresholds by service type and account type. However, automatic recalculation or adjustment of the budget billing amount in response to a customer surpassing a configurable variance threshold is not available as current functionality and would require a modification to support this automated process. Scheduled for Q2 2026.	SpryCIS
ENH3	CSS7.2 - The system will allow the landlord to select (one, multiple, or all) from a list of accounts to enroll and designate the services to be reverted, then be presented with a contract document for review and e-signature. CSS.10.13 - Once the deposit has been paid, the self-service application process will generate a move-in service order.	Landlord agreements. SpryPoint will add ability to: <ul style="list-style-type: none">Track types of landlords, along with preferred communication settings, template for contract document, default action at move out, etcAbility to create a landlord agreement for a particular landlord and a list of premises. Select which services to transfer, desired action at move out (leave meter on, or lock meter between tenants).Send notification to landlord to notify of an upcoming re-activation of landlord account and/or deactivation of tenant account. Enhancement required to fully automate. Currently once the deposit is paid a CSR will create the service order manually.	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		Scheduled for Q3 2026.	
ENH4	<p>MIMO.4.1 - In the event of a meter being set at the wrong location in the CIS system, the system provides a workflow that will switch/swap the meters, along with the corresponding meter reads and charges.</p> <p>MIMO.4.2 - For the above described meter switch/meter swap functionality, the system has the ability to correct multi-period issues as part of the same workflow process.</p> <p>MIMO.5.6 - In the event of a meter being set at the wrong location in the CIS system, the system provides a workflow to switch / swap the meters, the corresponding meter reads and charges</p>	<p>SpryCIS currently supports the process of reversing and re-billing accounts where two meters were installed at the incorrect locations. However, it is a manual process with several steps.</p> <p>SpryPoint will enhance the product to automate this process. This will include the ability to select two crossed meters and enter an "as-of" date for the correction to take place. Then the system will automatically reverse all bills on both accounts after that date, reinstall the meters in the correct locations, recalculate the billable consumption (ie: service period measurements), and generate and post all bills with the corrected readings.</p> <p>The meter swapping process can be across two service types, for example, irrigation and potable.</p> <p>Scheduled for Q4 2026.</p>	SpryCIS
ENH5	SER.4.35 - Ability to create, display, and maintain automated agreements with landlords to revert selected services and not others at a single premise	SpryPoint will add the ability to create and maintain landlord agreements that allow selection of which services to transfer at a specific premise, specify desired actions at move out (such as leaving the meter on or locking it between tenants), and track types of landlords along with preferred communication settings and contract document templates. The system will support presenting a contract document for review and e-signature, as well as notifying landlords of upcoming re-activation or deactivation events.	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
ENH6	<p>CSS.5.4 - The application for new service process shall include a check for bad debt within the CIS system. If bad debt or open balances are discovered the application process would be halted and the customer would be advised to call customer service. An alert or note should be generated for a CSR to review this application.</p> <p>CSS.5.10 - Once the deposit has been paid, the self-service application process would generate a move in service order within the host CIS system.</p>	<p>Scheduled for Q3 2026.</p> <p>Checking for bad debt and adding alerts while a CSR is reviewing the move in application is currently possible. However, an enhancement would be required to automatically prevent the customer from submitting the application in SpryEngage if there is bad debt, and to call instead. Or to allow them to submit but flag the application as needing extra review.</p> <p>Currently once the deposit is paid a CSR will create the service order manually. Enhancement required to fully automate.</p> <p>Scheduled for Q2 2026.</p>	SpryEngage
ENH7	CUS. 2. 4 - Ability to create, save, and display CSR call scripts	<p>Satisfied by: CIS-573 — Call Scripting / Case Management</p> <p>CIS-573 directly delivers the ability to create, save, and display CSR call scripts. The feature is designed to be highly customizable per utility, supporting decision-tree logic so scripts can adapt based on customer responses. Scripts are fully accessible during customer conversations and results are tracked for each call.</p> <p>Forecasted completion: October 29, 2026</p>	SpryCIS
ENH8	CUS. 2. 5 - Ability to categorize scripts by customer class, account class, premise class, service, etc.	<p>Satisfied by: CIS-573 — Call Scripting / Case Management</p> <p>CIS-573 includes the ability to create, save, and display CSR call scripts, with built-in reporting across customer class, account</p>	SpryCIS

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No.	Name	Enhancement Details	SpryPoint Products Impacted
		<p>class, premise class, and service. This directly satisfies the categorization requirement, as scripts can be organized and reported on by these dimensions, allowing utilities to filter and analyze call activity by the relevant classification fields.</p> <p>Forecasted completion: October 29, 2026</p>	
ENH9	<p>CUS. 6. 2 - A user will have the ability to enter multiple search criteria to identify a list of accounts to select from. For example, a user can enter any combination of name, phone, social security number, Federal ID number, Address, etc. and the system will present all matching results in a list to select from.</p>	<p>Satisfied by: CIS-4616 — Multiple Criteria Search: Combine Fields for Matching Results</p> <p>CIS-4616 enhances account search functionality so that users can enter any combination of fields — including name, phone, Social Security Number (last 4 digits), Federal ID, and address — with the system returning all matching results in a list to select from. Note that full SSN search in combination with other criteria is not supported due to SSN encryption; search by last 4 digits is available instead.</p> <p>Forecasted completion: November 26, 2026</p>	SpryCIS
ENH10	<p>CUS. 5. 14 - At time of move-in/move-out/transfer, the system has the ability to apply all deposit requirement and calculation rules for the customer's new premise and compare the new requirement to the deposit amount on-hand then assess the appropriate deposit increase/refund</p>	<p>Satisfied by: CIS-5366 — At Time of Move-In/Move-Out/Transfer, All Deposits/Calc Rules Should Include Deposit Transferred from Previous Account</p> <p>CIS-5366 enhances the move-in/move-out/transfer process to apply all deposit requirements and calculation rules for the customer's new premise, then compare that requirement against the deposit amount already on-hand — including any deposit transferred from a previous account. Based</p>	SpryCIS

No.	Name	Enhancement Details	SpryPoint Products Impacted
		on this comparison, the system will assess the appropriate deposit increase or issue a refund as needed. Forecasted completion: November 12, 2026	

4. Project Governance

4.1.1. Project Management (PM)

SpryPoint will provide a Project Manager throughout the life of the Project who will work directly with the Client's Project Manager and the Client Project team to ensure that all project responsibilities are met. It is the expectation of SpryPoint that the Client will manage all member communications.

SpryPoint and **Client** Project Managers shall be responsible for the planning and execution of the Project. They shall work collaboratively to manage all project activities from project management activities, including planning and execution, the delivery of change management, and project communications throughout the Project. The **Client's** Project Manager is ultimately accountable for the **Client's** resources and Client Member Resources; project tasks and internal project plans and **SpryPoint's** Project Manager is accountable for their resources and project tasks. Both project managers will need to work together and retain authority for day-to-day project decisions and ensure project success.

4.1.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager, to compile status reports for distribution to both the **Client** and **SpryPoint** management. Weekly meetings will be held to review overall status, schedule, and open issues noted in the status report.

As the implementation experts, SpryPoint agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the project schedule and which issues/tasks are not. For issues that are not on the critical path the **SpryPoint** Project Manager will monitor these to ensure that these do not become critical path issues/tasks.



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Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every week	Zoom & Google docs or PDF	Both PMs, Client Core Team Meetings, SpryPoint Project Team (as required)
Project Status Reports	Weekly	Google docs or Pdf	N/A
Updates to the project plan	Weekly	Kantata	N/A
PM Status meeting	Weekly	Zoom	SpryPoint PM, Client PM
Executive Steering Committee	Monthly	Zoom	SpryPoint PM, Client PM, SpryPoint Executive Sponsor, Client Executive Sponsor
RAID Log	Weekly	Google Sheet or another approved tool	N/A

With the understanding that both **SpryPoint** and the **Client** are working jointly to achieve the best project outcome, the table above outlines the standard agreement for communications. If major project events occur, or at a critical point in the Project that requires additional communications, updates, or meetings, both parties can mutually agree to the additional activities at no extra cost to the **Client**.

4.1.3. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default response period of 5 business days for any issues involving the Project. While this will be the default time, either party can proactively ask for a longer time, if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate



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any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

4.1.4. Agreed Severity Definitions

During the implementation the following definition will be used to define the Severity of issues. In addition, issues will also be categorized as Go-Live Required or Post Go-Live.

Severity Level	Example
1 – Urgent	<ul style="list-style-type: none"> Client’s business is not operational due to significant performance Issues or Outage, creating a substantial financial or customer Impact. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional for which there is no immediate work around. Urgent Issues have top priority until resolved. <p>Examples of Severity 1 Issues include:</p> <ul style="list-style-type: none"> Outage Unresponsive key function such as billing calculation or processing
2 – Critical	<ul style="list-style-type: none"> Client’s business is operational but the ability to perform business functions is severely Impacted. Critical business function(s) is partially operational or operational by use of a short-term workaround. A critical business function(s) is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. <p>Examples of Severity 2 Issues include:</p> <ul style="list-style-type: none"> 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly
3 – Restricted Use	<ul style="list-style-type: none"> The Service(s) is experiencing an Issue that can be worked around but is Impacting client’s efficient use of the Service(s). The Client is operational but with reduced efficiency. <p>Examples of Severity 3 Issues include:</p> <ul style="list-style-type: none"> Single account Issue Business function has a slight restriction of function of non-critical nature A work around is required to maintain normal operations Non-performance Impacting defect
4 – Not Urgent	<ul style="list-style-type: none"> The Service(s) is fully functional but may contain a cosmetic flaw or misspelling. There is no operational, financial, or customer Impact. <p>Examples of Severity 4 Issues include:</p> <ul style="list-style-type: none"> A button is out of alignment on the user interface



	<ul style="list-style-type: none">• Question regarding configuration or functionality• General inquiries
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4.1.5. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestone schedule is below in Section 7 Milestone Schedule.

On a monthly basis, as deliverables are completed the **SpryPoint** Project Manager will work with the Client PM to ensure the deliverable(s) have been completed per the terms of this statement of work. At month end the **SpryPoint** PM will compile a list of all completed milestones that will be invoiced and submit the list to the **Client** for awareness. All completed milestones and any completed travel will be invoiced to the **Client** on one invoice.

4.1.6. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("the Change"). All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will include the following:

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated with the Change.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint** and the **Client** before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.



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- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

4.1.7. Issues and Risk Management (RAID Log)

The following procedure will be used to manage Project issues and risks:

- Identify and document all concerns
- Assess the impact and prioritize the impact to the Project
- Assign responsibility to resolve the issue or risk
- Monitor and report progress on the issue or risk
- Communicate issue resolution

All project team members from both SpryPoint and the Client are required to add and update issues on the RAID log. As part of the PM Meetings Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted. Note: the RAID Log will be review based on the frequency defined in Section 4.1.2 Project Communications & Tools.

4.1.8. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

Escalation Path	SpryPoint	Client
Level 5	CEO	Director of Utilities
Level 4	Executive Sponsor	Executive Steering Committee
Level 3	Director Client Solutions	Project Executive



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Level 2	Project Manager	Project Manager
Level 1	Solution Architect	Core Team Members

4.1.9. Project Working Times

4.1.9.1. Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions and/or any time will be completed Monday through Friday, when working remotely. If work is being completed onsite, all meeting times will be scheduled Tuesday through Thursday, with Monday and Friday being a travel day for the **SpryPoint** project team. In the event scheduled project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties and scheduled a minimum of three (3) weeks in advance.

4.1.9.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party’s holiday schedule. However, depending on where the project is and go-live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

SpryPoint Observed Holidays

Holiday	2026	2027
New Year’s Day	January 1	January 1
Islander Day/Family Day	February 16	February 15
Good Friday	April 3	March 26
Victoria Day	May 18	May 24
Canada Day	July 1	July 1
Civic Holiday	August 3	August 2
Labor Day	September 7	September 6



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Holiday	2026	2027
National Day of Truth & Reconciliation	September 30	September 30
Thanksgiving	October 12	October 11
Remembrance Day	November 11	November 11
Christmas Day	December 25	December 25
Boxing Day	December 26	December 26

*** Note: this calendar is subject to change based on company policies*

Client Observed Holidays

Holiday	2026	2027
New Year's Day	January 1	January 1
MLK Day	January 19	January 18
Memorial Day	May 25	May 31
Independence Day	July 4	July 4
Labor Day	September 7	September 6
Thanksgiving	November 26	November 25
Day after Thanksgiving	November 27	November 26
Christmas Eve	December 24	December 24
Christmas Day	December 25	December 25

4.1.10. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Project Sponsors. This review will take place monthly via a Zoom meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to



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ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month’s Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

- Work accomplishments from the previous month and planned work accomplishments for the upcoming month.
- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided, if the percent complete is different than what was expected from the prior month.
- The current Risk Management Plan will be included, and risk status will be reviewed, based on priority of risks.
- The Project Plan will be included and reviewed for any areas of concern or material change to the project.

4.1.11. Project Management Reoccurring Deliverables

During the project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following recurring deliverables:

Communication Method	Description
Shared Project Folders	Via the use of Google Drive,
Project Status Reports	A monthly report that summarizes project status, upcoming activities, risks, etc.
Updates to the project plan	Updates to the baseline Project schedule are performed on a weekly basis. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window. It should be noted that during the project SpryPoint uses a tool called Kantata to maintain the project schedule.



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Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
RAID Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path. In addition, the document should include and be a source of information for risks, actions and critical decisions.

5. Staffing Requirements

5.1.1. Client Staffing Requirements

Role Name	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> • Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager	<ul style="list-style-type: none"> • Provide input into project schedule • Approve any scope changes • Approve milestones and invoicing • Participate in sessions as required • Work with SpryPoint PM to provide input into project documents such as status reports, Exec Sponsor meetings, etc • Act as an escalate point if required • Assist in maintaining stakeholder registry • Assist in collecting background documentation • Assist in coordinating client logistics for meeting • Participate in scheduled meetings • Identify any areas of concern from internal resources



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Role Name	Responsibilities
Functional Leads (Required for each area of business)	<ul style="list-style-type: none">• Review project deliverables and ensure functional area understands the various deliverables and their accountability• Provide leadership, decisions and oversight for area of responsibility• Ensure all business processes have been identified and discussed• Participate in analysis sessions• Identify and make recommendations on business areas where they are opportunities to improve or solve pain points• Review and provide feedback on documentation• Plan and execute assigned tasks from the Project Manager• Participate in configuration review sessions• Provide input and feedback on configuration• Participate in Business Process review and ensure no gaps• Answer questions and/or complete homework activities required to complete configuration• Identify and make recommendations on business areas where there are opportunities to improve, identify pain points• Participate in reviewing, updating or test scripts.• Execute test scripts• Participate in the reviewing/documenting of training material• Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager• Plan and execute assigned tasks from the Project Manager• Support mock go-live activities• Support cutover activities• Plan and execute assigned tasks from the Project Manager• Support end users as the organization prepares to make the system and process changes• Help answer end user questions and provide support to end users• Plan and execute on assigned tasks from the Project Manager



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Role Name	Responsibilities
Subject Matter Expert (Required for each area of the business)	<ul style="list-style-type: none"> • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Provide insight into how data is used • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute assigned tasks from the Project Manager • Provide insight into how data is used • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Test and validate converted data • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute assigned tasks from the Project Manager • Participate in data review sessions • Provide fixes for data extraction routines • Support mock go live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager



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Role Name	Responsibilities
Technical Project Lead	<ul style="list-style-type: none">• Review project deliverables and ensure functional area understands the various deliverables and their accountability• Participate in analysis sessions• Answer questions and/or complete homework activities required to complete configuration• Identify and make recommendations on business areas where they are opportunities to improve or solve pain points• Review and provide feedback on documentation• Track and coordinate IT's project assignments as assigned by Project Manager• Participate in configuration review sessions• Provide input and feedback on configuration• Participate in Business Process review and ensure no gaps• Answer questions and/or complete homework activities required to complete configuration• Work on integrations (if applicable, i.e., Client is completing own coding)• Participate in configuration review sessions as required• Participate in creation of test scripts for integration testing• Ensure test systems for third party systems are available• Participate in testing sessions• Participate in the reviewing/documenting of training material• Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager• Track and coordinate IT's project assignments as assigned by Project Manager• Support mock go-live activities• Act as a liaison with third party systems• Support cutover activities• Track and coordinate IT's project assignments as assigned by Project Manager• Support end users as the organization prepares to make the system and process changes• Help answer end user questions and provide support to end users• Plan and execute on assigned tasks from the Project Manager



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Role Name	Responsibilities
Business Analyst	<ul style="list-style-type: none"> • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Gather documentation on current state • Assist with understanding current and future state reporting and KPI requirements • Participate in configuration review sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Plan and execute assigned tasks from the Project Manager • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute assigned tasks from the Project Manager • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager

5.1.2. SpryPoint Staffing Requirements

Role Name	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> • Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point



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Role Name	Responsibilities
	<ul style="list-style-type: none"> • Support the message of change throughout the project team and organization • Approve any scope changes
Project Manager	<ul style="list-style-type: none"> • Provide input into project schedule • Work with Client PM on scheduling resources/meetings • Ensure project tasks are assigned and completed • Approve milestones and invoicing • Ensure internal project deliverables align with SpryPoint project • Participate in sessions as required • Work with Client PM to compile project documents such as status reports, Exec Sponsor meetings, etc. • Work with SpryPoint PM to maintain and update issues logs and risk logs • Act as an escalation point if required • Assist in maintaining stakeholder registry • Assist in coordinating client logistics for meeting • Maintain the SpryPoint project schedule • Assist in identifying any areas of concern from internal resources • Assist with other recommendations as needed
Solution Architect	<ul style="list-style-type: none"> • Responsible for overall solution quality • Ensures effective use of solution(s) through use of recommend best practices • Maps solution to Client desired future state business processes • Identify and make recommendations on business areas where there are opportunities to improve or solve pain points • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
Implementation Specialist(s)	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration



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Role Name	Responsibilities
	<ul style="list-style-type: none"> • Review and provide feedback on documentation • Plan and execute assigned tasks from the Project Manager • Participate in reviewing, updating or test scripts. • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Support mock go-live activities • Support cutover activities • Plan and execute assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
<p>Technical Lead/Integration Lead</p>	<ul style="list-style-type: none"> • Review project deliverables and ensure functional area understands the various deliverables and their accountability • Provide leadership, decisions, and oversight for area of responsibility. • Provide oversight on timelines for any internal and/or third-party integration work • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve or solve pain points • Review and provide feedback on documentation <p>Plan and execute on assigned tasks from the Project Manager</p>
<p>Technical Data Conversion Expert</p>	<ul style="list-style-type: none"> • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Participate in data review sessions • Provide fixes for data extraction routines • Participate in mock go live • Participate in cutover activities



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Statement of Work

Role Name	Responsibilities
	<ul style="list-style-type: none"> • Provide feedback, data queries, etc. as required to support post live activities

5.1.3. SpryPoint Named Resources

Role	Resource Name	SpryPoint Team Organization
Executive Sponsor	Judy Wells	SpryPoint
Project Manager	Michael Saysomsack	WCG
Project Coordinator	TBD	SpryPoint
Sr Solution Architect	TBD	SpryPoint
Solution Architect	Keith VanKlompsonberg	WCG
Implementation Specialist(s)	Kelly Rourk	WCG
	TBD	SpryPoint
Technical Lead	TBD	SpryPoint
Data Conversion Engineer	TBD	SpryPoint

6. Deliverables, Acceptance Criteria, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the **Client** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each project deliverable. The following key will be used for each RACI to explain the level of engagement required.

- **R** = Responsible – Assigned to complete the task/i.e., this person/role will have work to do;
- **A** = Accountable – Has final decision-making authority and accountability for completion; this person/role will ensure the work gets done. They may or may not be doing work but need to make sure the work gets done;
- **C** = Consulted – provides input into a task and/or consulted before a decision or action;
- **I** – Informed – Must be informed after a decision or action

Note: If there is an A assigned with no R, the Accountable individual is also Responsible

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0001	Initiation	Mobilize Project Team	<ul style="list-style-type: none"> Project team member names & roles provided to Client. 	A	R	R	I					

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0002	Initiation	Mobilize Client Project Team	<ul style="list-style-type: none"> Client team member names & roles provide to SpryPoint 					A	R	I	I	C
D0003	Initiation	Pre-Project Kickoff	<ul style="list-style-type: none"> Project Manager introduction call 	A			I	R				I
D0004	Initiation	Prepare project infrastructure	<ul style="list-style-type: none"> Project Managers can access agreed project infrastructure SFTP site set up for data conversion, 1 Client resource has confirmed access 	A				R				
D0005	Initiation	Data Strategy	<ul style="list-style-type: none"> Data Strategy document delivered to Client 	R	A			C	C			
D0006	Initiation	Data Review	<ul style="list-style-type: none"> Completion of data review 	I		A		C	R			
D0007	Initiation	Environment Setup	<ul style="list-style-type: none"> Environment provisioned per contract 1 Client team member can access each environment 	A		R		C				
D0008	Initiation	Foundation Training	<ul style="list-style-type: none"> Training agendas provided to Client Training delivered to Client & Client Members 	C		A		C	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0009	Initiation	Analysis Workshop Preparation	<ul style="list-style-type: none"> Analysis workshops schedule agreed to with Client Analysis workshop agendas provided to Client 	A	C	C		R	C			
D0009a	Initiation	Initial Project Schedule	<ul style="list-style-type: none"> Initial project schedule reviewed, updated as necessary, and aligned to with Client 	A	C	C		R	C			
D0010	Initiation	Workshop questionnaires	<ul style="list-style-type: none"> Workshop questionnaires prepopulated Workshop questionnaires delivered to Client 	A	R	R		I				
D0011	Initiation	Workshop Questionnaires Completed	<ul style="list-style-type: none"> Complete workshop questionnaires Workshop questionnaires returned to SpryPoint 	C				A	R			
D0012	Analysis	Project Kickoff	<ul style="list-style-type: none"> Meeting agenda & presentation Kickoff delivered to Client project team 	A		C	C	C	C	I	I	C
D0013	Analysis	Analysis Workshops - SpryCIS	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0014	Analysis	Analysis Workshops – SpryEngage & IDM	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I
D0015	Analysis	Analysis Workshops - SpryMobile	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I
D0016	Analysis	Solution Design Report (SpryCIS, SpryEngage, IDM, SpryMobile)	<ul style="list-style-type: none"> Report delivered to Client 	R	A	R		C	C			I
D0017	Analysis	Solution Design Report (SpryCIS, SpryEngage, IDM, SpryMobile) Sign Off	<ul style="list-style-type: none"> Client review report and provided feedback SpryPoint updates document Client signs off on report 	R	A	A		C	R			
D0018	Analysis	Analysis Workshops - SpryBackflow	<ul style="list-style-type: none"> Analysis workshops held per the provided agendas Client participated in workshops 	R	A	R		R	R			I
D0019	Analysis	Solution Design Delivery Report (SpryBackflow)	<ul style="list-style-type: none"> Report delivered to Client 	R	A	R		C	C			I

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0020	Analysis	Solution Design Report Sign Off (SpryBackflow)	<ul style="list-style-type: none"> Client review report and provided feedback SpryPoint updates document Client signs off on report 	R	A	A		C	R			
D0021	Analysis	Data Mapping	<ul style="list-style-type: none"> SpryPoint presents data mapping template to Client Client completes data mapping template SpryPoint answers questions for Client as required to fill out data mapping template 	A		R		C	R			
D0022	Analysis	Report & Dashboard Plan	<ul style="list-style-type: none"> Review reporting needs Document delivered to Client 	A	R	R		C	R			
D0023	Analysis	Test Plan	<ul style="list-style-type: none"> Document delivered to Client Client signs off on document 	A		R		R	C			
D0024	Analysis	Training Plan	<ul style="list-style-type: none"> Document delivered to Client Client signs off on document 	A		R		R	C			
D0025	Analysis	User Roles & Permission Documentation	<ul style="list-style-type: none"> Document delivered to Client 	A		R		I				

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0026	Assembly	OCM Plan	<ul style="list-style-type: none"> OCM Plan delivered to Client Client signs off on plan. 	A		R		R	C			
D0028	Assembly 1	Initial System Configuration(s) - CIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Initial configuration completed in Production System Initial configuration reviewed with Client 	R	A	R		C	R			
D0029	Assembly 1	Data Conversion Iteration 1.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0030	Assembly 1	Data Conversion Iteration 1.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client SpryPoint delivered Data Acceptance Checklist Template 	I	R	A		I				
D0031	Assembly 1	Data Acceptance Testing 1.0	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0032	Assembly 1	Functional Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support functional testing (via Test Rail) 	A		R		I				
D0033	Assembly 1	Functional Test Case Updates	<ul style="list-style-type: none"> Update Test Scripts and push to Members via Test Rail 	I		C		A	R			
D0034	Assembly	Initial Configuration SpryBackflow	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Configuration Reviews in Staging Environment Initial configuration reviewed with Client 	R	A	R		C	R			
D0035	Assembly	Initial Configuration SpryChat	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Configuration Reviews in Staging Environment Initial configuration reviewed with Client 	R	A	R		C	R			
D0035A	Assembly	SpryBackflow Data Conversion (Export)	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0035B	Assembly	SpryBackflow Data Conversion (Import)	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client SpryPoint delivered Data Acceptance Checklist Template 	I	R	A		I				
D0035C	Assembly	SpryBackflow Data Acceptance Testing	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0036	Assembly 2	Core Team Training	<ul style="list-style-type: none"> Provide training agendas and material Deliver training to Client Core Team Client Core Team participates in training 	R		A		R	R			
D0036B	Assembly	SpryBackflow Core Team Training	<ul style="list-style-type: none"> Provide training agendas and material Deliver training to Client Core Team Client Core Team participates in training 	R		A		R	R			
D0037	Assembly	Assign User Roles & Permissions	<ul style="list-style-type: none"> Associate user ids with security roles 	I		C		A	R			
D0038	Assembly 2	Functional Testing R1	<ul style="list-style-type: none"> Execute Functional testing Updated RAID Log 	R	R	R		A	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0039	Assembly 2	SpryCIS Configuration Updates	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System 	C	A	R		C	C			
D0040	Assembly 2	Initial Configuration SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Initial configuration completed in Production System Initial configuration reviewed with Client 	R	A	R		C	R			
D0041	Assembly2	Initial Configuration SpryEngage & IDM	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration Configuration Reviews in Staging Environment Initial configuration reviewed with Client 	R	A	R		C	R			
D0042	Assembly 2	Configuration SpryBackflow Configuration Updates	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support initial configuration 	R	A	R		C	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Configuration Reviews in Staging Environment Initial configuration reviewed with Client 									
D0043	Assembly 2	Data Conversion Iteration 1.1 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0044	Assembly 2	Data Conversion Iteration 1.1 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0044A	Assembly 2	Data Acceptance Testing 1.1	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0045	Assembly 2	Bill Statement Mockup	<ul style="list-style-type: none"> Initial Requirements Session Draft/Mockup Bill Statement Ready for Client Review in Staging Environment 	A	R			R	R			
D0046	Assembly 2	Collection Letter(s) Mockup	<ul style="list-style-type: none"> Initial Requirements Session Draft/Mock Up Collection Letter(s) ready for Client Review in Staging Environment 	A	R			R	R			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0047	Assembly 3	Data Conversion Iteration 2.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0048	Assembly 3	Data Conversion Iteration 2.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0049	Assembly 3	Data Acceptance Testing 2.0	<ul style="list-style-type: none"> Client populates Data Acceptance Checklist Template Client completes data acceptance testing 	I		C		A	R			
D0050	Assembly 3	Functional Testing R2	<ul style="list-style-type: none"> Execute Functional testing Updated RAID Log Client signs off on Functional Testing 	R	R	R		A	R			
D0051	Assembly 3	Bill Validation Testing R1	<ul style="list-style-type: none"> Complete Bill Validation Activities Bill Validation report delivered to client Update RAID log Signoff Bill Validation R1 	A	C	R		R	R			
D0052	Assembly 3	Configuration Updates - SpryCIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates 	C	A	R		C	C			

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Configuration updates completed in Production System 									
D0053	Assembly 3	Configuration Updates - SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Configuration updates completed in Production System 	R	A	R		C	R			
D0054	Assembly 3	Configuration Updates – SpryEngage & IDM	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Configuration updates completed in Production System 	R	A	R		C	R			
D0116	Assembly 3	Configuration Finalized – SpryBackflow	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Configuration updates completed in Production System 	R	A	R		C	R			
D0055	Assembly 3	Integration Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support integration testing 	A		R		I				

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No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0056	Assembly 3	Integration Test Cases Updates	<ul style="list-style-type: none"> Update integration test scripts to support Client's specific details 	I		C		A	R			
D0057	Assembly 3	Bill Statement Testing	<ul style="list-style-type: none"> Bill statement in staging environment Client executes testing Client provides feedback and finalizes requirements 	A		R		R	R			C
D0058	Assembly 3	Collection Letter Testing	<ul style="list-style-type: none"> Collection Letter(s) in staging environment Client executes testing Client provides feedback and finalizes requirements 	A		R		R	R			C
D0059	Assembly 4	Data Conversion Iteration 2.1 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0060	Assembly 4	Data Conversion Iteration 2.1 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0061	Assembly 4	Integration Testing R1	<ul style="list-style-type: none"> Integration Functional testing Updated RAID Log 	R	R	R		A	R			

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0062	Assembly 4	Bill Validation Testing R2	<ul style="list-style-type: none"> Execute fixes from previous testing Complete Bill Validation Activities Bill Validation report delivered to client Update RAID log Signoff Bill Validation R2 	A	C	R		R	R			
D0063	Assembly 5	Data Conversion Iteration 2.2 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	R		A		I	C			
D0064	Assembly 5	Data Conversion Iteration 2.2 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	I	R	A		I				
D0065	Assembly 5	Integration Testing R2	<ul style="list-style-type: none"> Execute Integration testing Updated RAID Log Client signs off on Integration Testing 	R	R	R		A	R			
D0066	Assembly 5	Bill Validation Testing R3	<ul style="list-style-type: none"> Complete/confirm fixes from previous testing Complete Bill Validation Activities Bill Validation report delivered to client Update RAID log Signoff Bill Validation R1 	A	C	R		R	R			
D0067	Assembly 5	Bill Statement Final	<ul style="list-style-type: none"> Bill statement in staging environment Client executes testing 	A		R		R	R			I

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Client signs off on statement 									
D0068	Assembly 5	Collection Letter(s) Final Testing	<ul style="list-style-type: none"> Collection Letter(s) in staging environment Client executes testing Client signs off on collection letter(s) 	A		R		R	R			I
D0069	Assembly 5	Configuration Finalized - SpryCIS	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	C	A	R		C	C			
D0070	Assembly 5	Configuration Finalized - SpryMobile	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	R	A	R		C	R			
D0071	Assembly 5	Configuration Finalized – SpryEngage & IDM	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates 	R	A	R		C	R			

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Initial configuration completed in Production System Review with Client 									
D0072	Assembly 5	Configuration Finalized – SpryChat	<ul style="list-style-type: none"> Update Configuration documentation (as required) Configuration workshops as required to support configuration updates Initial configuration completed in Production System Review with Client 	R	A	R		C	R			
D0073	Assembly 5	Data Extraction Archive	<ul style="list-style-type: none"> Meeting to discuss data requirements and formats Client provides extracted data 	A		R		R	R			
D0074	Assembly 5	Data Archive Import (Test)	<ul style="list-style-type: none"> Develop/Update data import routines Load iteration data in staging environment Data Archive Solution configured and ready for client testing 	A		R		I				
D0075	Assembly 5	User Acceptance Test Cases	<ul style="list-style-type: none"> Deliver to Client the out of the box test scripts to support user acceptance testing 	A		R		I				

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0076	Assembly 5	User Acceptance Test Cases Updates	<ul style="list-style-type: none"> Update User Acceptance test scripts to support Client's specific details 	I		C		A	R			
D0077	Validation 1	Reports & Dashboards Group 1	<ul style="list-style-type: none"> Group 1 reports & dashboards loaded in staging environment 	A		R		I				
D0078	Validation 1	Reports & Dashboards Group 2	<ul style="list-style-type: none"> Group 2 reports & dashboards loaded in staging environment 	A		R		I				
D0079	Validation 1	Data Conversion Iteration 3.0 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	I				A	R			
D0080	Validation 1	Data Conversion Iteration 3.0 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	R		A		I	C			
D0081	Validation 1	Tester Training	<ul style="list-style-type: none"> Provide training agendas and material Deliver training to Client Testing Team Client Core Team participates in training 	R		A		R	R	R		
D0082	Validation 1	User Acceptance Testing R1	<ul style="list-style-type: none"> Client Executes User Acceptance testing SpryPoint provides support 	R	R	R		A	R	R		

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Updated RAID Log 									
D0083	Validation 2	Data Conversion Iteration 3.1 - Export	<ul style="list-style-type: none"> Develop/update extraction routines Provide the required conversion report 	I				A	R			
D0084	Validation 2	Data Conversion Iteration 3.1 - Import	<ul style="list-style-type: none"> Develop/Update conversion routes Data loaded into staging environment Conversion reports delivered to Client 	R		A		I	C			
D0085	Validation 2	User Acceptance Testing R2	<ul style="list-style-type: none"> Client Executes User Acceptance testing SpryPoint provides support Updated RAID Log 	R	R	R		A	R	R		
D0086	Validation 2	Client Driven Solution Walkthrough	<ul style="list-style-type: none"> Client delivers solution walkthrough SpryPoint signs off on walkthrough 	R	R			A	R			
D0026A	Validation 2	OCM Plan Updates	<ul style="list-style-type: none"> Updated OCM Plan delivered to Client Client signs off on plan. 	A		R		R	C			
D0087	Deployment	Go Live Plan (Initial)	<ul style="list-style-type: none"> Go Live Plan delivered to Client Client reviewed and provided input Updated Go Live Plan 	A	R	R		R	R			

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0088	Deployment	SpryPoint Internal Go/No Go Decision	<ul style="list-style-type: none"> Go/No Go Presentation prepared Go/No Go meeting held Decision documented and shared 	A	R	R	R	I	I			I
D0089	Deployment	SpryPoint/Client Go/No Go Decision	<ul style="list-style-type: none"> Go/No Go Presentation prepared Go/No Go meeting held Decision documented and shared 	A	R	R	R	R	R	R	R	R
D0090	Deployment	End User Training Group 1	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	
D0091	Deployment	End User Training Group 2	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	
D0092	Deployment	End User Training Group 3	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	
D0093	Deployment	SpryBackflow End User Training	<ul style="list-style-type: none"> Training schedule and agenda provided Training material provided Training delivered per training schedule 	C		R		R	R	R	R	

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0095	Deployment	Practice Sessions for Trained End Users	<ul style="list-style-type: none"> Client develops practice session schedule Users participate in practice session 	I				A	R	R	R	
D0096	Deployment	Mock Go Live 1	<ul style="list-style-type: none"> Mock go live schedule determined Mock go live executed Mock go live results reviewed Client signs off on mock go live 	A	R	R		R	R			
D0097	Deployment	Go Live Plan - Updates	<ul style="list-style-type: none"> Go Live Plan updated with information from Mock Go Live 1 Client reviewed and provided input 	A	R	R		R	R			
D0098	Deployment	Mock Go Live 2	<ul style="list-style-type: none"> Mock go live schedule determined Mock go live executed Mock go live results reviewed Client signs off on mock go live 	A	R	R		R	R			
D0099	Deployment	Go Live Plan - Finalized	<ul style="list-style-type: none"> Go Live Plan updated with information from Mock Go Live 2 Client reviewed and provided input 	A	R	R		R	R			
D0100	Deployment	Final Data Conversion Exports	<ul style="list-style-type: none"> Run data exports Create & deliver required reports Load data on SFTP site & notify SpryPoint 	I				A	R			

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
D0101	Deployment	Data Conversion 4.0	<ul style="list-style-type: none"> Run data imports Create & deliver data conversion validation reports Load data in production environment Client signs off on data 	A		R		R	R			
D0102	Deployment	Go Live	<ul style="list-style-type: none"> SpryPoint & Client complete activities per the go live plan Client signs off on go live 	A	R	R	I	R	R		I	C
D0103	Operation	Initial Post Go Live Support Plan	<ul style="list-style-type: none"> Post Go Live Support Plan delivered to Client for review 	A	R			R				
D0104	Operation	Data Archive Extraction - Live	<ul style="list-style-type: none"> Client provides extracted data 	A		R		I				
D0105	Operation	Data Archive Import - Live	<ul style="list-style-type: none"> Import Data Archive information Data Archive Solution configured and ready for client in Production 	A		R		I				
D0106	Operation	Post Go Live Support Month 1	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log 	A	R	R		R	R		I	

EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Updated Post Go Live Support Plan 									
D0107	Operation	Post Go Live Support Month 2	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log Updated Post Go Live Support Plan 	A	R	R		R	R		I	
D0108	Operation	Post Go Live Support Month 3	<ul style="list-style-type: none"> Client Executing business in Production Completed month end Updated and prioritized RAID log 	A	R	R		R	R		I	
D0109	Operation	Transition to Client Success	<ul style="list-style-type: none"> Meeting scheduled with Client Meeting held with Client, Client Success Team and SpryPoint Project Manager 	A	I		I	R	R			I
D0110	Operation	Finalized RAID Log	<ul style="list-style-type: none"> Review of the finalized RAID log with Client Client signs off on finalized RAID Log 	A	R			R	R			
D0111	Operation	Refresher Training	<ul style="list-style-type: none"> Training agenda provided to Client Training delivered to Client 	A		R		R	R		R	
D0113	Operation	Project Close Out	<ul style="list-style-type: none"> Project Close Out documents delivered to Client 	A			I	R				I



EXHIBIT B

No	Phase	Deliverable Name	Acceptance Criteria	Project Manager	Solution Architect	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
				SpryPoint				Client				
			<ul style="list-style-type: none"> Client signs off on project close out documents 									
D0115	Deployment	SpryBackflow Go-Live Data Conversion	<ul style="list-style-type: none"> Run data imports Create & deliver data conversion validation reports Load data in production environment Client signs off on data 	A		R		R	RD			

7. Milestone Payment Schedule

All prices are in USD

Milestone Schedule				
<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>		<u>Total Amount</u>
PI001	Initiation	Environment Deployment	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0004 -D0007	\$1,600.00
PI002	Initiation	Foundation Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0008	\$8,000.00
PI003	Initiation	Data Review & Data Strategy	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: - D0005 - D0006	\$3,200.00
AN001	Analysis	Project Kickoff	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0001 -D0002 -D0003 -D0009 -D0009a	\$3,200.00

EXHIBIT B

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			-D0010 -D0012	
AN002	Analysis	Analysis Workshops - SpryCIS	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0011 -D0013	\$16,000.00
AN003	Analysis	Analysis Workshops - SpryEngage & IDM	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0014	\$8,000.00
AN004	Analysis	Analysis Workshops - SpryMobile	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0015	\$6,400.00
AN006	Analysis	Solution Design Report Delivery (SpryCIS, SpryEngage, SpryIDM, SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0016	\$8,000.00
AN007	Analysis	Solution Design Report Sign Off (SpryCIS, SpryEngage, SpryIDM, SpryMobile)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0017	\$4,800.00
AN008	Analysis	Data Conversion Mapping	The amount will be invoiced with the following	\$3,200.00

Milestone Schedule

<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>		<u>Total Amount</u>
			deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0021	
AN009	Analysis	Report & Dashboard Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0022	\$4,800.00
AN010	Analysis	Training Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0024	\$1,600.00
AN011	Analysis	Testing Plan	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0023	\$3,200.00
AN012	Analysis	User Roles & Permission Documentation	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0025 -D0037	\$1,600.00
AN013	Analysis	Analysis Workshops - SpryBackflow	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	\$1,600.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0018	
AN014	Analysis	Solution Design Report Delivery (SpryBackflow)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0019	\$1,600.00
AN015	Analysis	Solution Design Report Sign Off (SpryBackflow)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0020	\$1,600.00
AS001	Assembly	Configuration - Initial SpryCIS Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0028	\$32,000.00
AS002	Assembly	Data Iteration 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0029 -D0030 -D0031	\$9,400.00
AS003	Assembly	Bill Statement Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0045	\$6,400.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
AS004	Assembly	Functional Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0032 -D0033	\$3,200.00
AS005	Assembly	Configuration - SpryCIS Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0039 -D0052	\$16,000.00
AS006	Assembly	Configuration - Initial SpryEngage, IDM, SpryChat Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0041 -D0035	\$16,000.00
AS039	Assembly	Configuration - Initial SpryBackflow Configuration	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0034	\$8,000.00
AS007	Assembly	Configuration - SpryEngage & IDM Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0054	\$8,000.00
AS008	Assembly	Configuration - Initial SpryMobile Configuration	The amount will be invoiced with the following	\$16,000.00

Milestone Schedule

<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>		<u>Total Amount</u>
			deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0040	
AS009	Assembly	Data Iteration 1.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0043 -D0044 -D0044A	\$8,000.00
AS010	Validation	Reports & Dashboards Group 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0077	\$24,800.00
AS011	Validation	Reports & Dashboards Group 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0078	\$24,800.00
AS014	Assembly	Core Team Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0036	\$10,400.00
AS015	Assembly	Functional Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	\$16,000.00

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Milestone Schedule

<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>		<u>Total Amount</u>
			6: -D0038	
AS016	Assembly	Data Iteration 2.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0047 -D0048 -D0049	\$9,000.00
AS017	Assembly	Functional Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0050	\$16,000.00
AS018	Assembly	Bill Statement Test	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0057	\$3,200.00
AS019	Assembly	Configuration - SpryMobile Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0053	\$8,000.00
AS020	Assembly	Bill Validation Testing Round 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0051	\$10,400.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
AS021	Assembly	Integration Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0055 -D0056	\$3,200.00
AS022	Assembly	Data Iteration 2.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0059 -D0060	\$8,000.00
AS023	Assembly	Integration Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0061	\$10,400.00
AS024	Assembly	Bill Validation Testing Round 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0062	\$8,000.00
AS025	Assembly	Configuration - SpryCIS Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0069	\$12,800.00
AS026	Assembly	Configuration - SpryEngage & IDM Configuration Finalized	The amount will be invoiced with the following deliverables meet their	\$8,000.00

EXHIBIT B

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			acceptance criteria as defined in the SOW Section 6: -D0071	
AS036	Assembly	Configuration - SpryChat Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0072	\$3,200.00
AS027	Assembly	Configuration - SpryMobile Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0070	\$8,000.00
AS029	Assembly	Data Iteration 2.2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0063 -D0064	\$6,400.00
AS030	Assembly	Data Archive (Test)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0073 -D0074	\$3,200.00
AS031	Assembly	Bill Statement Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	\$4,800.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0067	
AS032	Assembly	Integration Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0065	\$8,000.00
AS033	Assembly	Bill Validation Testing Round 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0066	\$8,000.00
AS034	Assembly	User Acceptance Test Cases	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0075 -D0076	\$3,200.00
AS037	Assembly	Collection Letter(s) Mock Ups	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0046	\$6,400.00
AS038	Assembly	Collection Letter(s) Final	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0058 -D0068	\$3,200.00

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Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
VA001	Validation	Data Iteration 3.0	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0079 -D0080	\$4,800.00
VA002	Validation	Tester Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0081	\$8,000.00
VA003	Validation	User Acceptance Testing R1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0082	\$8,000.00
VA004	Validation	Data Iteration 3.1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0083 -D0084	\$4,800.00
VA005	Validation	User Acceptance Testing R2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0085	\$8,000.00
VA006	Validation	Client Driven System Walkthrough	The amount will be invoiced with the following deliverables meet their	\$3,200.00

EXHIBIT B

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			acceptance criteria as defined in the SOW Section 6: -D0086	
DP001	Deployment	Mock Go-Live 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0087 -D0096	\$16,000.00
DP002	Deployment	Data Archive (Live)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0104 -D0105	\$3,200.00
DP003	Deployment	End User Training 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0090	\$8,000.00
DP004	Deployment	End User Training 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0091	\$2,400.00
DP005	Deployment	End User Training 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6:	\$2,400.00

EXHIBIT B

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			-D0092 -D0095	
DP010	Deployment	SpryBackflow End User Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0093	\$1,600.00
DP006	Deployment	Data Iteration 4	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0100 -D0101	\$2,400.00
DP007	Deployment	Go-Live	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0088 -D0089 -D0099 -D0102 -D0103	\$32,000.00
DP009	Deployment	Mock Go-Live 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0097 -D0098	\$16,000.00
OP001	Operation	Post Go-Live Support Month 1	The amount will be invoiced with the following deliverables meet their acceptance criteria as	\$62,000.00

EXHIBIT B

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			defined in the SOW Section 6: -D0106	
OP002	Operation	Post Go-Live Support Month 2	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0107	\$29,200.00
OP003	Operation	Post Go-Live Support Month 3	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0108 -D0109 -D0110 -D0111	\$8,000.00
OP004	Operation	Project Close Out	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0113	\$4,800.00
OCM001	Assembly	OCM Plan	Complete the following deliverables: -D0026	\$8,000.00
OCM002	Validation	OCM Plan Updates	Complete the following deliverables: -D0026A	\$8,000.00
IN001	Assembly	Integration - JD Edwards ERP (GL & AP)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT01	\$9,600.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
IN002	Assembly	Integration - Badger (Meter Reading File Import)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT2	\$6,400.00
IN002A	Assembly	Integration - Badger with SpryIDM	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT2	\$9,600.00
IN003	Assembly	Payment Processor (Paymentus)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT3	\$0.00
IN004	Assembly	Integration - Various Payment Import Files (Elavon, Checkfree, Vanco, Check 21)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT4	\$12,800.00
IN005	Assembly	Integration - OpenGov (Work Orders & Asset Management)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT5	\$32,000.00
IN006	Assembly	Integration - Esri (GIS)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client	\$3,200.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			staging environment: -SOW Deliverable INT6	
IN007	Assembly	Integration - Data Prose (Bill Print)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT7	\$12,800.00
IN008	Assembly	Integration - Access Receivables (Collection Agency)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT8	\$4,800.00
IN009	Assembly	Integration - Selectron IVR	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT9	\$4,800.00
IN010	Assembly	Integration - Accela (Permitting)	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT10	\$12,800.00
IN011	Assembly	Integration - Single Sign-On	The amount will be invoiced when the following Integration deliverable as defined in section 3.1.2 is available in the client staging environment: -SOW Deliverable INT11	\$3,200.00
PM001	Project Management	Project Management 1	Payment Due with Environment Deployment (Milestone PI001)	\$21,000.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
PM002	Project Management	Project Management 2	Payment Due with Project Kickoff (Milestone AN001)	\$21,000.00
PM003	Project Management	Project Management 3	Payment Due on Signoff of Solution Design Report (Milestone AN006)	\$21,000.00
PM004	Project Management	Project Management 4	Payment Due on the Completion of Functional Testing (Milestone AS017)	\$21,000.00
PM005	Project Management	Project Management 5	Payment Due on the Completion of Integration Testing (Milestone AS032)	\$21,000.00
PM006	Project Management	Project Management 6	Payment Due on the Completion of User Acceptance Testing (Milestone VA005)	\$21,000.00
PM007	Project Management	Project Management 7	Payment Due on Go Live (Milestone DP007)	\$21,000.00
PM008	Project Management	Project Management 8	Payment Due on Project Close Out (Milestone OP004)	\$21,000.00
AS040	Assembly	SpryBackflow Data Conversion (Export & Test Import)	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0035A -D0035B -D0035C	\$4,800.00
AS041	Assembly	SpryBackflow Core Team Training	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0036B	\$2,400.00
DP011	Deployment	SpryBackflow Go-Live Data Conversion	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section	\$1,600.00

Milestone Schedule

Milestone	Phase	Milestone Name		Total Amount
			6: -D0115	
AS042	Assembly	Configuration - SpryBackflow Configuration Updates	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0042	\$6,400.00
AS043	Assembly	Configuration - SpryBackflow Configuration Finalized	The amount will be invoiced with the following deliverables meet their acceptance criteria as defined in the SOW Section 6: -D0116	\$3,200.00
Total				\$968,000.00

8. Travel

SpryPoint estimates that the Project will require twenty-four (24) "Travel Events". A "Travel Event" is defined as an activity whereby an individual member of SpryPoint's staff travels to the Client's location to conduct Project related activities for the agreed to number of consecutive days. For clarity, if multiple members of SpryPoint's staff travel to the Client's location each SpryPoint staff member's travel will constitute a separate Travel Event regardless of whether the travel is concurrent.

All Travel Events are subject to Client's written approval. If Client cancels an already approved Travel Event, Client is responsible for reimbursement of any expenses, including any fees resulting from such cancellation, that are incurred by SpryPoint up to and until the time that SpryPoint has received written notice of cancellation.

Reimbursable Travel Event expenses include but are not limited to:

- \$75 per diem for meals (no receipts provided)
- airfare (receipts provided)
- hotel (receipts provided)
- parking (receipts provided)
- car rental (receipts provided)
- taxi (receipts provided)



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Statement of Work

- mileage (receipts provided)
- tolls (receipts provided)
- WIFI/internet fees (receipts provided)

For Client’s budgetary planning purposes, SpryPoint estimates that the above referenced Travel Events will total approximately \$87,000 USD and will be billed as incurred.

Recommended Travel Events

Activity	Number of Travel Events per Activity
Project Manager	3
Analysis Workshops	4
Training	5
Testing	6
Go Live	6
Total	24

9. Out of Scope

The following items are considered out of scope:

- **SpryPoint** is not responsible for training the Client on prerequisite education such as basic PC skills and fundamental business process knowledge
- If new employees are hired after SpryPoint has provided training; training for this new individual(s) is considered out of scope.
- Rate changes introduced after the start of user acceptance testing is considered out of scope.



10. Appendices

10.1. Project Implementation Details

10.1.1. Initiation

Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. At the start of the project, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW. The following activities will occur as part of Project Initiation

Initiation – Project Start Up

D0001, D0002, D0003

SpryPoint will mobilize the **SpryPoint** project team to ensure they have a strong understanding of the **Client** and the project scope. An introduction call with the will be scheduled to

- Mobilize project teams
- Complete introductions,
- Discuss the project schedule
- Agree and setup project infrastructure
- Finalize the approach for file sharing
- Discuss next steps

Initiation – Initial Project Schedule

D009A

The SpryPoint Project Manager will work with the Client Project Manager to review, update and align on the initial project schedule.

Initiation – Deploy Environments

D007

SpryPoint will deploy environment as defined in the Exhibit A – Initial SaaS Subscription Order Form. Upon deployment of the environments **SpryPoint** will setup access for Core Team, so the **Client** can connect and validate that the environments are available and ready for use.

Initiation – Provision SFTP Site for Data Transfer

D004

SpryPoint will provision an SFTP site for client data transfer. The **Client** will identify team member(s) who will require access, these team members are the resource(s) responsible for completing the data transfer.



Initiation – Data Review

D006

Before the workshops the **Client** will provide **SpryPoint** with a copy of their data for analysis. This data analysis will provide insight into the Client and help identify areas where there may need to be additional discovery during the workshops.

Initiation – Data Strategy

D005

The data strategy document is designed to outline and explain the process used for converting the Client data during the implementation. This document will contain the following information:

- Data conversion methodology and process
- Validate roles & responsibilities
- Data iterations and requirements for each
- Estimated timeline
- Data validation process
- Balancing report(s) needs

Initiation – Data Mapping

D0021

The purpose of the Data Mapping activity is to map fields in the Client's legacy CIS system to the SpryPoint CIS system, as well as the review the required format and naming conventions for the data extraction files. **SpryPoint** will meet with the Client's conversions resource(s) to discuss this process and share the Required Fields for Conversion Template. The **Client** will be responsible to complete this template, however, **SpryPoint** will be available to answer questions.

Initiation - Workshop Questionnaires

D0010, D0011

To prepare for the Analysis Workshops, **SpryPoint** will send the **Client** a series of workshop questionnaires. The **Client** Core Team will need to validate prepopulated information and fill in any additional requested information. These should be completed and returned to **SpryPoint** no less than two (2) weeks before the scheduled workshops. These questionnaires are designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

Initiation - Foundation Training

D008

During this phase before the workshops **SpryPoint** will complete a remote instructor led training session. The purpose of this session set the stage for the Analysis workshops by introducing the core team members to the **SpryPoint** product(s), how the work as well



as align on terminology. Client team members that will be part of the Analysis Workshops should complete this training.

10.1.2. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

Analysis – Project Kickoff

D0012

SpryPoint will conduct a formal Project Kickoff meeting with the **Client** and the Client Core Team. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint**. This will also allow the core team to answer any questions they may have for **SpryPoint**.

Analysis – Workshops

D009, D0013, D0014, D0015, D0018

Workshops are collaborative sessions designed to bring together the Client’s Core Team members and any other key stakeholders and/or decision makers from across an organization to analyze and evaluate the alignment between SpryPoint Solution and the desired future state. The workshops are structured, interactive meetings that focus on identifying areas where gaps exist between the out of the box SpryPoint workflows and the Clients desired future state processes.

Prior to the workshops **SpryPoint** will:

- Develop Workshop schedule/agenda with input from the **Client**
- Familiarize themselves with the **Client**’s legacy system and business processes using available material provided by the **Client**, personal interviews, and other such information as needed.

Analysis – Solution Design Report

D0016, D0017, D0019, D0020

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** a Solution Design Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Solution Design Report. It should be noted that as decisions in the project evolve this document will be



updated.

Analysis – Planning Documents

D0023, D0024, D0026

During the Analysis Phase there are several documents that are created. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be mutually agreed to with the **Client** for each major testing activity (Functional, Integration, User Acceptance). For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial account with no unexplainable discrepancies.
- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users.

Analysis – Reporting & Dashboards Plan

D0022

Once transactional data has started being converted, SpryPoint will complete a reports & dashboard analysis. The purpose of this analysis is to compare the out of the box report library to the reporting and dashboard needs that support the Client's future state business processes and identify any gaps.

Analysis – User Roles & Permissions

D0025, D0037

During the implementation **SpryPoint** will provide details on the out of the box Roles & Permission provided in the product(s). Based on this information, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own.



10.1.3. Assembly

The Assembly Phases are grouped together to create several iterative building blocks designed to promote Client understanding and engagement throughout the process. This is where most of the implementation effort will be concentrated.

Assembly 1 – Initial Configuration SpryCIS

D0028, D0040, D0041, D0034, D0035

SpryPoint will create an initial pass at the configuration based on best practices to meet the desired future state. At times the **Client** may be required to meet with **SpryPoint** to attend a Configuration Workshop to answer questions related to the configuration. At times, it may be necessary for the **Client** to complete configuration homework to support the Configuration work that is being completed by **SpryPoint**.

Initial configuration for SpryCIS includes the following:

- Customer Status(s)
- Premise Status(s)
- Premise Type(s)
- Account Status(s)
- Account Type(s)
- Billing Cycle(s)
- Collections Routine(s)
- Relationship Type(s)
- Meter Configuration
- Billing Route(s)
- Service Type(s)
- Rate Schedule(s)
- Charge Type(s)
- Credit Memo Type(s)
- Global Configuration
- Measurement Type(s)
- News Item Categories
- Payment Source
- Auto Number Configuration
- Move In request Type(s)
- Move Out request Types(s)

Upon completion of the initial configuration, the system will be ready for the initial review by the Client. **SpryPoint** will turn the system over to the begin some initial review of the system.

Assembly 1 – Data Conversion 1.0

D0029, D0030, D0035A, D0035B

This is the initial data extraction and as a result is the first test of the data mapping. When this iteration of data is completed, users will be able:



EXHIBIT B

- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
 - Accounts
 - Customers
 - Premises
 - Services
 - Service Points
 - Meters
 - Service Agreements
 - Billing Agreements
 - Meter Reads
- Complete data acceptance testing.

In addition, **SpryPoint** will provide data validation reports that will outline what data has been converted, control totals and areas of concern, areas where data cleansing may need to occur or any other data abnormalities.

Assembly 1 – Data Acceptance Testing

D0031, D0035C

In addition, the **Client** will be required to complete data acceptance testing. **SpryPoint** will provide checklists to use as guides for data acceptance testing and be available to provide support and answer questions. The objective of this data acceptance testing is to confirm the accuracy, completeness, consistency, and usability of the converted data objects.

Assembly 1 – Functional Test Scripts

D0032, D0033

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 2 – Data Conversion 1.1

D0043, D0044

The purpose of this data conversion is to correct any issues identified in data conversion 1.0. Upon completion of this data iterations clients will:

- Complete data acceptance testing.
- Create bills, install meters, create billing & service agreements, and transitions.
- Supports Functional Testing Round 1



Assembly 2 – Data Acceptance Testing

D0044A

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The Client will be responsible to complete data acceptance testing use the data checklist previously provided. SpryPoint will be available to provide support and answer questions.

Assembly 2 – Core Team Training

D0036, D0036B

SpryPoint will provide Core Team Training to enable the Client's Core Team to fully understand and use the SpryPoint product(s) to execute their future state business processes. Training will include presentations, student workbooks, activities, and assessments to reinforce key concepts. Materials will focus on out-of-the-box system functionality, which may include features not applicable to the Client. Note: this training will not be customized to the Client's specific processes.

Assembly 2 – Functional Testing R1

D0038

The first round of functional testing will focus on validating configurations against the agreed future state business processes. The Client, with support from SpryPoint, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The Client is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 2 – Configuration Updates

D0039

Following the completion of the first round of functional testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 2 – Bill Statement Mockup

D0045

SpryPoint will work with the Client to Mockup what they would like the bill statement pdf to look like. In addition, any print requirements from the Client's print vendor and lockbox vendor should be provided. The SpryPoint team will use this information to generate an initial mockup of the bill statement.



Assembly 2 – Collection Letter(s) Mockup

D0046

SpryPoint will work with the Client to Mockup what they would like the collection letter(s) pdf to look like. In addition, any print requirements from the Client's print vendor and lockbox vendor should be provided. The SpryPoint team will use this information to generate an initial mockup of the bill statement.

Assembly 3 – Data Conversion 2.0

D0047, D0048

The purpose of this data iteration is to fix issues found during Iteration 1.1 and complete the first conversion of transactional data. The following activities are targeted to be completed before Iteration 2 can be completed:

- Compare Total AR balances between SpryPoint and Client's current system
- Complete data acceptance testing
- Complete Functional Testing R2
- Complete initial bill validation testing

Assembly 3 – Data Acceptance Testing

D0049

Data Acceptance Testing will focus on confirming that previously identified data issues have been resolved, testing any new converted data objects and that data meets all defined quality standards, and that any incremental data loads or updates are accurate. The Client will be responsible to complete data acceptance testing use the data checklist previously provided. SpryPoint will be available to provide support and answer questions.

Assembly 3 – Functional Testing R2

D0050

The final round of functional testing will focus on validating any new or updated configurations against the agreed future state business processes. The Client, with support from SpryPoint, will execute predefined test cases to confirm that key features and workflows perform as intended. Any defects or gaps identified during this round will be documented and prioritized for resolution prior to subsequent testing. The Client is responsible for providing resources to execute and validate the test scenarios and to support timely issue resolution.

Assembly 3 – Bill Validation R1

D0051



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SpryPoint will run the initial bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 3 – Configuration Updates

D0052, D0053, D0054, D0042

Following the completion of the second round of functional testing, and the first round of bill validation testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 3 – Integration Test Scripts

D0055, D0056

SpryPoint will provide out of the box test scripts based on the standard desired future state business processes, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

Assembly 3 – Bill Statement Testing

D0057

SpryPoint will work with the Client to complete initial testing of the bill statement mockups. The Client will need to provide feedback from this testing to finalize the bill statement template requirements. SpryPoint will use this information to update the bill statement based on the agreed requirements.

Assembly 3 – Collection Letter Testing

D0058

SpryPoint will work with the Client to complete initial testing of the collection letter(s) mockups. The Client will need to provide feedback from this testing to finalize the collection letter(s) template requirements. SpryPoint will use this information to update the bill statement based on the agreed requirements,

Assembly 4 – Data Conversion 2.1

D0059, D0060

The purpose of this data iteration is to fix issues found during Iteration 2 and bring in any additional in scope transactional data that may have not been included in iteration 2 . The following activities are targeted to be completed before Iteration 2 can be completed:



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- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete Integration Testing R1
- Complete Bill Validation Testing R2

Assembly 4 – Integration Testing R1

D0061

Integration Testing Round 1 will focus on validating end-to-end business processes across all integrated solution components. This initial round of integration testing is designed to confirm that the configured system functions as intended within the broader business, supporting data flow and process execution across modules and external interfaces. Test scenarios will simulate real-world transactions and workflows to identify any gaps, defects, or integration issues early in the project lifecycle. Successful completion of Integration Testing Round 1 will support confidence in the solution's ability to meet the Client's future state business requirements and operational needs.

Assembly 4 – Bill Validation R2

D0062

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 4 – Configuration Updates

D0052, D0053, D0054, D0042

Following the completion of the initial round of integration testing, and the second round of bill validation testing, SpryPoint will coordinate with the Client to review and prioritize issues and communicate a resolution plan and/or timeline. Where required updates to the system configuration will be implemented to resolve documented issues and align the solution with validated business requirements.

Assembly 5 – Data Conversion 2.2

D0063, D0064

The purpose of this data iteration is to fix issues found during Iteration 2.1. The following activities are targeted to be completed before Iteration 2 can be completed:

- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete Integration Testing R2
- Complete Bill Validation Testing R3



Assembly 5 – Integration Testing R2

D0065

Round 2 of Integration Testing will focus on retesting any failed tests from round 1 and any end to end processed that were not completed as part of round 1 testing.

Assembly 5 – Bill Validation R3

D0066

SpryPoint will run another bill validation and provide a report that shows which accounts bill the same in SpryCIS and which account have differences. SpryPoint and the Client will work together to determine, document and identify the resolution plan for the differences. Each party will be responsible to make corrections as defined in the resolution plan.

Assembly 5 – Bill Statement Signoff

D0067

SpryPoint will work with the Client to test the final bill statement pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the Client will be required to sign off on the template.

Assembly 5 – Collection Letter(s) Signoff

D0068

SpryPoint will work with the Client to test the final collection letter(s) pdf to ensure that it is functioning as required and meets the documented agreed to requirements. Upon successful testing the Client will be required to sign off on the template.

Assembly 5 – Configuration Finalized

D0069, D0070, D0071, D0072, D0116

Upon completion of Integration Testing any final updates will be completed. A review of the recommended configuration will be completed with the **Client**, so they may understand the configuration and ask any related questions. **SpryPoint** will lead this Configuration Review, and the **Client** Core Team will be required to participate in this review. Upon completion of this review the configuration should be signed off on by the Client

Assembly 5 – Data Archive Test

D0073, D0074

SpryPoint will work with the Client to provide the requirements and file formats to load the data in the SpryPoint Data Archive Solution. The data will be loaded and available to the Client to perform testing on during user acceptance testing.



Assembly 5 – User Acceptance Test Scripts

D0075, D0076

SpryPoint will provide out of the box test scripts based on the standard day in the life business roles, via Test Rail. The **Client** will be given access to Test Rail and will be responsible to work with **SpryPoint** to modifying test scripts (in Test Rail) to meet their custom needs and identify edge cases.

10.1.4. Validation

The Validation Phase represents the final testing point before Go-Live and serves to confirm the Client's readiness for production deployment. During this phase, the project team will validate that all future-state roles have been fully defined, documented, and understood by the Client, ensuring that personnel are prepared to execute their responsibilities effectively within the new solution. Successful completion of the Validation Phase will confirm that the Client is positioned for a smooth transition to Go-Live.

Validation 1 – Data Conversion 3.0

D0079, D0080

The purpose of Iteration 3 is to fix any open issues that are required for go live. Upon completion of Data Conversion 3.0, the Client will be able to:

- Compare Total AR balances between SpryPoint and Client's current system
- Compare Customer AR balances between SpryPoint and Client's current system
- Complete User Acceptance Testing R1

Validation 1 – Tester Training

D0081, D0026A

To ensure the project team has captured as many scenarios as possible and addressed all business cases, it is important that other users be identified and perform testing during the User Acceptance Testing phase. SpryPoint will provide training to these users in preparation for User Acceptance Testing. The Tester Training will be role-based and act as a validation of material for end-user training.

Although **SpryPoint** is responsible for providing the training, it is highly recommended that a core team member be part of the training session to help facilitate buy-in of the new functionality and business processes.

Validation 1 – User Acceptance Testing R1

D0082, D0077, D0078

During User Acceptance Testing Round 1, the Client will be responsible for executing all required testing activities to validate that the solution meets their business needs and



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requirements. SpryPoint will provide support throughout this testing cycle, remaining available to answer questions and assist with resolving any issues, concerns, or clarification needs that may arise. This round of testing will follow a “day in the life” approach, simulating real-world scenarios and end-to-end workflows to ensure the solution functions effectively within the Client’s operational environment.

Validation 2 – Data Conversion 3.1

D0083, D0084

The purpose of Iteration 3.1 is to fix any open issues that are required for go live and to fine tune the data conversion in preparation for the mock go live. Upon completion of Data Conversion 3.1, the Client will be able to:

- Compare Total AR balances between SpryPoint and Client’s current system
- Compare Customer AR balances between SpryPoint and Client’s current system
- Complete User Acceptance Testing R2
- Understand the estimated conversion timing

At this point in the data conversion process no more major changes should be made by either SpryPoint or the Client unless it is mutually agreed to by both parties.

Validation 2 – User Acceptance Testing R2

D0085

User Acceptance Testing Round 2 will serve as the final testing phase prior to Go-Live. During this round, the Client will be responsible for executing all required testing activities to validate that the solution meets business requirements and is ready for production use. SpryPoint will be available throughout to answer questions and assist with resolving any issues, concerns, or clarifications that arise. This round will continue a “day in the life” testing approach to simulate real-world business processes and ensure operational readiness. Additionally, User Acceptance Testing Round 2 will include the retesting of any previously failed test cases to verify that identified defects have been fully resolved. Successful completion of this round, along with formal Client sign-off, will be required to proceed to Go-Live.

Validation 2 – Client Driven Solution Walkthrough

D0086

As part of Go-Live readiness validation, the Client will lead a solution walkthrough to demonstrate their understanding of how to operate the system and execute end-to-end business processes within the implemented solution. This walkthrough will serve as a confirmation that the Client’s team is prepared to perform daily operations independently and that all critical workflows have been validated. SpryPoint will observe and provide support during the walkthrough to address any questions or issues identified. Successful



completion of the Client-led solution walkthrough will be a key indicator of readiness for Go-Live.

10.1.5. Deployment

The Deployment phase is the point at which the **Client** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

Deployment – Go Live Cutover Plan

D0087, D0097, D0099

SpryPoint will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other SpryPoint production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the Client.

Deployment – Mock Go Live 1

D0096

SpryPoint and the Client will jointly conduct the first Mock Go-Live to rehearse cutover activities and validate readiness for production Go-Live. The exercise will confirm role readiness, validate the cutover schedule and timings, verify required manual entries, confirm reporting accuracy, and complete user testing. SpryPoint will review results with the Client and obtain sign-off on Mock Go Live 1.

Deployment – Go Live Plan Updates

D0097, D0089, D0093, D0088

SpryPoint will update the Go-Live Plan with information gathered during Mock Go Live 1, incorporating confirmed timings, process refinements, and adjustments needed for production cutover. The updated plan will be reviewed with the Client for input.

Deployment – Mock Go Live 2

D0096, D0098

Following Mock Go Live 1, SpryPoint and the Client will update the Go-Live Plan to reflect validated timings, refined activities, and any required process adjustments. Both teams will review the updated plan to confirm that all cutover tasks and responsibilities **as defined in the Go-Live Plan** accurately represent current readiness

Deployment – End User Training Material

D0090



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To assist the **Client's** end users with understanding of the **SpryPoint** product(s); **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for hands on exercises and will only contain details about system functionality that is being used as part of the **Client's** go forward business processes. Note: The training material will not contain specific business process information for the Client.

Deploy – End User Training

D0090, D0091, D0092, D0095, D0093

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client** core team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

While **SpryPoint** will make every effort to complete end user training as close to Go-Live as possible, there may still be a period between training and Go-Live. As a result, the **Client** agrees to establish a practice lab and a schedule where trained users are scheduled and required to spend time practicing what they have been trained on.

Deployment – Data Conversion 4.0

D0100, D0101, D0115, D0102

Data conversion 4.0 will be completed as part of the go live cut over conversion.

10.1.6. Operation

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

Operation – Post Go Live Support Plan

D0103, D0111

The Post Go-Live Support Plan will define, at both a daily and weekly level, the activities, resources, and responsibilities to be carried out during the designated post go-live support period. This period will serve as a transition phase, providing a ramp-down for the Implementation Team while enabling a ramp-up for the Client Success Team. The plan will include two critical components: (1) a detailed outline of the agreed-upon post



EXHIBIT B

go-live activities, including issue management processes, and (2) a schedule of these activities to ensure clear expectations and accountability.

Operation – Post Go Live Support

D0106, D0107, D0108

During this period the Client will be using the SpryPoint Solution as its daily system of record and performing the agreed business processes that were defined during the project. During this time the SpryPoint implementation team will act as the front-line support for the Client to answer questions, resolve issues, refine any requires processes, and provide refresher training. It is also during this time that SpryPoint will start to introduce the Client Success Team so the Client can become comfortable with the team.

Operation – Data Archive Live

D0104, D0105

During this period the Data Archive solution configuration will be configured and ready for Client in production. Any issues identified by the Client during user acceptance testing will be resolved. Client will provide extracted data, and SpryPoint will import Data Archive information.

Operation – Transition to Client Success

D0109

This is the formal point in the project where the Client will work with the Client Success Team for any new issues and ongoing help.

Operation – Project Close Out

D0113, D0110

The Project Closeout phase will ensure that all contractual objectives have been met and that the Client is effectively operating with the implemented SpryPoint solutions. During this phase, SpryPoint will work collaboratively with the Client to confirm successful delivery of all agreed-upon project outcomes. All project documentation will be reviewed, finalized, and delivered to the Client in accordance with contract requirements. A formal final Client sign-off will be obtained to acknowledge completion of the project.

10.2. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions.



EXHIBIT B

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is the Client’s validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the Client
Agreement Date	The date on which both the Client and SpryPoint have both executed the Master Agreement.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client’s business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the Client .
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the Client’s future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other month.
Bi-Weekly	This activity will happen every other week.
Calendar Day/Days	A 24-hour period—typically starting at midnight.

EXHIBIT B

Definition/Term Name	Definition/Term Description
Change	A request by the Client to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the System to have the System perform the Client's specific user requirements. Configuration does not require programmatic software changes.
Cut Over	Includes all activities required to prepare the Systems for the transition of the new SpryPoint CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities SpryPoint and the Client deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the Client Subject Matter Experts after each data conversion iteration. During DAT, the Client not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Defined as information, documentation or an object provided to the Client for review, feedback and/or acceptance.

EXHIBIT B

Definition/Term Name	Definition/Term Description
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the Client's business.
Legacy CIS	References the Client's old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the Client revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards.
Price	The total cost for implementation & expenses to deliver the SpryPoint Solutions as noted in this SOW and other Exhibits to the Agreement.
Project	The completion conversion of the Client's Legacy systems over to the SpryPoint System solutions as agreed upon as part of the SOW and Price.



EXHIBIT B

Definition/Term Name	Definition/Term Description
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service- a.k.a. System	The SpryPoint Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the Client , where SpryPoint is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.

Exhibit C – Initial SaaS Subscription Order Form

1. Client Information

This Initial SaaS Subscription Order Form is governed by the Master Subscription Agreement.

Name ("Client"):	Seminole County, Florida
Client Billing Contact Name:	
Client Billing Contact Phone Number:	
Client Billing Contact Email:	AP@SeminoleClerk.org
Client Billing Address:	Director of County Comptroller's Office, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-8080

2. Initial Term

The initial Term of the SpryPoint SaaS Subscription shall commence on the Effective Date and continue for one (1) year. The Subscription shall automatically renew for successive Terms of one (1) year unless either Party provides at least thirty (30) days' written notice before the expiration of the current Term. It may also be terminated in accordance with Section 10 (Term and Termination).

3. Invoicing

SpryPoint SaaS Subscription Fees are in United States Dollars. The initial Annual SaaS Subscription Fee, as set forth in Section 5 below, will be invoiced upon execution of the Agreement. Thereafter, Client's Annual SaaS Subscription Fee will be invoiced thirty (30) days before each anniversary of the Effective Date throughout the Term.

All other fees, including fees associated with the activities identified in Exhibit B (the Implementation Statement of Work), are not included in this Order Form. Such fees will be invoiced per the terms of the applicable Statement of Work, the applicable Change Order (as described within the Statement of Work), or as otherwise agreed by the Parties in writing. All fees are subject to the Usage Metric Verification Process described in Section 2(b) of the Agreement.

4. Payment Terms

All invoiced charges are due net thirty (30) days from the invoice date.

(Continued on Following Page)

EXHIBIT C



5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during “implementation” *	Environments Included after “go-live” *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹ per Client Service ² First Client Service	45,000	\$4.50	\$202,500.00
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions: customer facing (customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions) administrative (administrative dashboard; reporting and analytics; customer masquerading)	Production (1) Staging (1)	Production (1) Staging (1)	Active Accounts ¹	45,000	\$1.10	\$49,500.00
SpryIDM - Interval Data Management	SpryIDM supports access to interval data for meters, service points, and collections of meters; data ingestion processes; interval data standardization and normalization; generation and delivery of customer alerts			Active Accounts ¹	45,000	\$0.50	\$22,500.00
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users ³	10	\$1,200/year	\$12,000.00
				Light Users ⁴	3	\$600/year	\$1,800.00

EXHIBIT C



SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SMART SOLUTIONS FOR SMART UTILITIES SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryBackflow – Cross Connection Control	SpryBackflow supports maintenance of a cross-connection program (synchronization of customers and locations with SpryCIS; management of backflow assemblies including physical location; generation and delivery of test notices; tracking customer and tester correspondence with customers and testers; administration level review, approval or denial of electronically submitted tests; maintenance of tester data; tester portal allowing profile, certification updates and test submissions)	Production (1) Staging (1)	Production (1) Staging (1)	Testable Assemblies ⁵	25,000	\$1.00	\$25,000.00
SpryChat – Live Chat Service	SpryChat supports Live Chat capabilities embedded directly within the SpryEngage platform. Includes Team Users as described here: https://www.livechat.com/pricing/#Compare-LiveChat-plans	X	X	Team Users	3	\$960/year	\$2,880.00
Total Initial Annual Subscription Fee							\$316,180.00

¹ **“Active Accounts”** means the maximum quantity of accounts licensed to Client in the production environment over a 12-month period. Active Accounts are licensed in blocks of 500. An account is no longer considered Active when the Account state field is automatically moved to Inactive by the Service as determined by Client configuration decisions. The Account state is considered Inactive when the account is ineligible to receive a new Billing Statement and is no longer subject to ancillary processes such as penalties, collections routines, or external communication from SpryCIS.

² **“Client Service”** means a utility service provided by the Client and supported by the SpryPoint SaaS Subscription set forth in this Order Form.

³ **“Full User”** means a user who can access SpryMobile’s full functionality to create, edit, and share data.

⁴ **“Light User”** means a user who has read-only access to SpryMobile’s functionality.

⁵ **“Testable Assembly”** means a backflow prevention device or assembly subject to test notices and test entry submissions under the Client’s cross-connection control program.

* Upon mutual agreement between SpryPoint and Client, other non-production environments (in addition to the implementation environments referenced above) may be established for specific purposes throughout the Term.

Messaging Service Fees	
Invoiced quarterly for actual usage, or as otherwise described below. Excludes carrier fees and surcharges.	
Inbound and Outbound SMS Messaging	\$0.02 per message segment A message segment consists of a maximum of 160 characters. A message containing more than 160 characters will be billed per 160-character message segment.
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000.00 per year

EXHIBIT D

INSURANCE REQUIREMENTS

RFP-605021-25 Utility Billing Software Replacement Phase 2

The following insurance requirements and limits of liability are required:

- A. Commercial General Liability Insurance:
 - \$ 1,000,000 Each Occurrence
 - \$ 2,000,000 General Aggregate
 - \$ 2,000,000 Products and Completed Operations
 - \$ 1,000,000 Personal and Advertising Injury
- B. Excess/Umbrella Liability: \$2,000,000 Each Occurrence
- C. Cyber Liability and Technology Errors and Omissions Insurance:
 - \$ 1,000,000 Per Claim
- D. Crime and Employee Dishonesty Liability:
 - \$ 500,000 Per Occurrence
- E. Professional Liability:
 - \$ 1,000,000 Per Claim
 - \$ 2,000,000 General Aggregate

EXHIBIT E

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
 FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
 PURCHASE ORDER**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER	
ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

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**SUBMIT ALL INVOICES TO:
 AP@seminoleclerk.org
 Seminole Count Clerk & Comptroller
 POST OFFICE BOX 8080
 SANFORD, FL 32772
 Accts. Payable Inquiries - Phone (407) 665
 7656**

ORDER INQUIRIES

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	00.00
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PURCHASING AND CONTRACT DIVISION
 1301 EAST SECOND STREET
 SANFORD FLORIDA 32771
 PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

EXHIBIT E

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

EXHIBIT F

Agreement Name: Utility Billing Software Replacement Phase 2

Agreement Number: RFP-605021-25/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

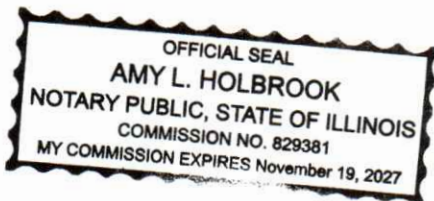
The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-605021-25 are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 13th day of August, 2025.

SpryPoint Services, Inc.
 Consultant Name
 By: Nick Stone
 Print/Type Name: Nick Stone
 Title: CFO

STATE OF Illinois
 COUNTY OF Kane

Sworn to (or affirmed) and subscribed before me by means of physical presence OR online notarization, this 13th day of August, 2025 by Amy L. Holbrook (Full Name of Affiant).



Amy L. Holbrook
 Print/Type Name Amy L. Holbrook
 Notary Public in and for the County
 and State Aforementioned
 My commission expires: 11-19-2027

EXHIBIT G

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

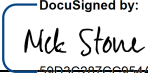
SpryPoint Services,
Inc.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title: CFO

Signature: 

Date: 8/11/2025

EXHIBIT H

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT# APP-605021-25/LTT

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Spry Point Services, Inc., a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Spry Point Services, Inc.

Authorized Signature: Nick Stone Date: 8/13/25

Printed Name: Nick Stone

Title: CFO

STATE OF Illinois
COUNTY OF Kane

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of August, 2025, by Nick Stone, as CFO on behalf of the Nongovernmental Entity. They are personally known to me or have produced _____ as identification.

Amy L. Holbrook
Notary Public Signature
Print, Type or Stamp Name of Notary: Amy L. Holbrook
My commission expires: 11-19-2027

(Affix Notary Stamp or Seal)

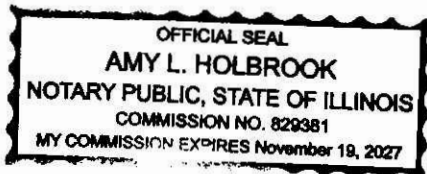


EXHIBIT I

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: SpryPoint Services, Inc.

Signature: *Nick Stone*

Printed Name: Nick Stone

Title: CFO

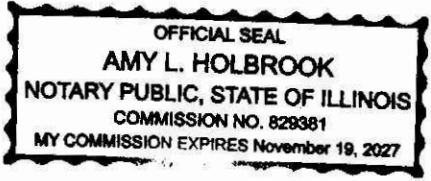
Date: 8/13/25

Affix Corporate Seal (if applicable)

STATE OF Illinois
COUNTY OF Kane

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13th day of August, 2025, by Amy L. Holbrook.

(name of person making statement)



Amy L. Holbrook
Signature of Notary Public

Amy L. Holbrook
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

Scope of Services

Project Overview

Systems In-Scope

The following systems are within the scope of this RFP:

- Customer Information & Utility Billing System
- Customer Empowerment / Self-Service Portal
- Payment Processing

Implementation Services

Proposers are expected to provide a detailed explanation of the implementation services to be provided and a full description of the implementation methodology being proposed. The implementation services shall be submitted as a fixed price.

Seminole County is accepting of working with a System Integrator (SI) or directly with the software provider for implementation services. Regardless of approach, the proposers are expected to clearly communicate the proposed implementation methodology and the direct benefits that Seminole County can expect with said approach.

Seminole County is open to a traditional waterfall methodology as well as agile approaches and/or hybrid models; however, all proposed methodologies must cover the following implementation services at a minimum:

- **Planning and Initiation**
 - Kickoff
 - Project Schedule Development
- **Discovery**
 - Functional Requirements
 - Technical Requirements
 - Modification Requirements
 - Interface Requirements
 - Data Conversion Workshops
 - Reporting and Dashboard Requirements
- **Design**
 - Data Conversion Mapping
 - Modification Design Documents
 - Interface Design Documents
- **Configuration/Development**
 - Rules and Table set-up
 - Standard interface configuration
 - Custom interface development
 - Modification development
- **Data Conversion**
 - A minimum of 5 conversions needed to support multiple testing phases
 - Seminole County would like for a minimum of 7 years of detailed billing, reading and finance-related history to be converted
- **Testing**
 - Testing will be driven from test scripts developed from the functional requirements that will be tracked against testing processes to ensure delivery of promised scope
 - Functional Testing
 - Integrated Testing with interfaces, modifications, converted data, and custom scripts developed from functional requirements

EXHIBIT J

- End-to-End Business Process Testing
- Daily Activity Testing / User Acceptance Testing
- Performance Testing
- **Technical Training**
 - Technical Architecture of the Solution
 - Database Architecture
 - Knowledge transfer to facilitate ad-hoc reporting and support of developed interfaces
 - Ability to create additional operating environments (additional training and testing as needed)
 - Data Back-up and Restore
 - Security Configuration
 - Conversion Assistance
 - Support Tools
- **Project Team Training**
 - Product
 - Process
 - Configuration
 - Data Model
- **End-User Training Support**
 - Assistance to Seminole County trainers during End-User Training
- **Go-Live Preparation and Support**
 - Cutover task list development
 - Successful completion of a minimum of two Mock Go-Lives
 - Onsite assistance on Go-Live weekend
- **Three Months of Post Go-Live Support**
 - Continuing Issue/Incident Resolution
 - Transition to Support from Implementation team in last month of Post Go-Live Support

Project Objectives

Seminole County is seeking drastic operational and customer experience improvement with the hopes of addressing the following current pain points:

Inefficient Customer Service Processes

Customer service representatives struggle to access customer location information quickly and accurately due to system limitations to be able to view historical and current information (e.g. Prior Service history, Billing history, Service Order history and more). This can impact on the quality and responsiveness of customer support. The county desires advanced functionality such as screen pops from customer phone calls and optional call to text transcription.

Lack of Real-Time Updates

The current system does not provide real-time information to customers and CSRs alike (e.g. payment status, meter reads, service order status, etc.). This results in delays in reflecting changes or service modifications, leading to outdated information, delayed payments, and potential service disruptions.

Customer Communication Options

The county has limited options for communicating with customers today. They desire to offer their customers more communication options (e.g. text, online chat, auto emails) and ability to manage their communication / notification preferences.

EXHIBIT J

Restricted Self-Service Functions:

Aside from offering just the basic self-service functions such as bill payment or account balance inquiries, Seminole County is desiring a more robust offering including advanced features like account management, service requests, payment extension automation and usage monitoring.

Manual Order Processing:

Processing orders for Move-in / Move-out may require manual intervention and multiple data entry steps, increasing the risk of errors and operational inefficiencies. They desire a system that maximizes smart automation and integrations with the customer self-service system.

Complexity in Summary/Master Billing:

Managing summary or master billing for customers with multiple accounts or service locations can be complex, resulting in difficulties in consolidating and presenting billing information accurately.

Limited Automation and Integration:

Seminole County's current system lacks automation capabilities for collections processes, leading to manual intervention and inefficient workflows. Integration with credit rating agencies and financial systems are also limited.

Limited Automation for Payment Processing:

The county has limited automation for payment processing, leading to delays in posting payments to customer accounts and reconciling payment transactions.

Limited Meter Asset Management:

Tracking and managing meter assets (e.g., serial numbers, maintenance history) can be difficult for the county which can impact maintenance planning and asset utilization. The county desires a robust meter and meter device inventory and management system that integrates with MWM solutions for efficient meter operations in the field (i.e. bar code scanners, meter validation).

Limited Integration with Mobile Devices:

The county has limited mobile applications and limited capabilities for field service management, making it challenging to assign, track, and update work orders in real-time. Field technicians may not have real-time access to customer information, service history, or work order updates in older CIS systems, impacting the efficiency and effectiveness of service delivery.

Complexity in Service Order Routing:

Routing service orders to the appropriate field technicians based on skill sets, availability, or geographical proximity can be challenging and the county desires automated routing capabilities.

Limited Reporting Capabilities:

The county currently has limited built-in reporting functionalities, making it difficult to generate comprehensive reports or customize reports according to specific business needs. Generating reports manually can be time-consuming and prone to errors, especially when data extraction and compilation require manual intervention.

EXHIBIT J

High-Level View of Key Systems

No.	Interface	System Function / Description
1	Badger- Beacon	AMI Headend
2	JDE and OpenGov	Asset Management
3	Integrated Web Batch Management, JDE	Batch and Job Scheduling and Management
4	Data Prose	Bill Presentation within CIS and CSS
5	Third Party, Data Prose	Bill Print and Mail
6	Elavon, Checkfree, Vanco, Check21	Cash Remittance
7	Access Receivables	Collection Agency
8	Selectron	Contact Center
9	Generic	Credit Card Payment Systems
10	Click2Gov vendor hosted solution	Customer Self Service
11	SCUID	Geospatial Information Systems
12	Beacon	Meter Data Management
13	Data Prose	USPS Address Validation Services

Seminole County Statistics

CIS Statistics

	Customers	Service Locations
Water		
Residential	42,500	49,995
Commercial & Industrial	2,900	3,057
Irrigation	7,050	8,770
Wastewater		
Residential	33,876	33,876
Commercial & Industrial	1,629	1,629
Reclaimed		
Residential	2,684	2,684
Commercial & Industrial	283	283
Solid Waste		
Residential	70,450	71,356
Commercial & Industrial	-	-

EXHIBIT J

Monthly CIS-related Transactions

Metric	Avg. Monthly Volume
Call Center Call Volume	5,000
Bills Produced	29,600
Disconnects for non-payment	250
Move out	215
Move in	255

Payment Processing-related Transactions

Metric	Avg. Monthly Volume
Avg # of Credit Card Payments Processed	12,254
Avg Monthly Value of Credit Card Payments	\$1,921,841
Number of Auto-Draft Customers	11,344
Avg Monthly Value of Auto-Draft Payments	\$1,853,754
Avg Monthly Value of Checks Processed	\$1,815,476
Avg Monthly Value of Credit Card Payments	\$1,921,841
Avg Monthly Value of Checkfree Processing	\$857,743
Avg Monthly Value of Vanco Processing	\$259,986

CIS User Counts

Employee Classification	Employee Count
Administration	5
Customer Service & Call Center	8
Meter Reading & Dispatch	8
Billing	3
Accounting	4
GIS	1
IT (Support)	9
Water Department	4
Wastewater Department	3
Reclaimed Department	1
Mobile Work Management (field)	18
Total Users	64

EXHIBIT J

Partnerships

All partnerships and joint proposals must be indicated as such and clearly explain the structure of said partnership, including the following:

- Which vendor is to act as the prime contractor
- Which vendor is responsible for delivering which system(s) and/or service(s)
- Experience and success of similarly structured partnerships / joint proposals
- Commitment and confirmation of pre-built, fully integrated interfaces between the proposed solutions

While the preference is for proposals to address each of the 'In-Scope Systems', whether that comes from a single provider or a partnered / joint proposal, Seminole County is also open to receiving proposals from a single bidder that addresses at a minimum the following systems:

Option 1:

- Customer Information & Utility Billing System (stand-alone)

Option 2:

- Customer Information & Utility Billing System, and
- Customer Empowerment / Self-Service Portal

Option 3:

- Customer Information & Utility Billing System, and
- Payment Processing

Option 4:

- Customer Information & Utility Billing System,
- Customer Empowerment / Self-Service Portal, and
- Payment Processing