SpryPoint

Client Subscription Agreement

This Client Subscription Agreement is made as of [insert date here] between SpryPoint Services, Inc . ("SpryPoint"), a Canadian corporation authorized to do business in the State of Florida, with offices at 45 Queen Street, Suite 400, Charlottetown, Prince Edward C1A 4A4, Canada and City of Fort Lauderdale, a municipal corporation("Client") with offices at 101 NE 3rd Avenue, Suite 1420, Fort Lauderdale, Florida 33301, collectively "Parties."

Whereas (a) Core & Main LP ("Reseller") is an authorized reseller of the software-as-a-service products of SpryPoint; (b) Client has acquired a subscription from Reseller (the "Subscription") for the Service (i) in the manner that SpryPoint makes the Service available to its subscribers, and (ii) for the consideration and on the other terms and conditions agreed between Client and Reseller; and (c) this Agreement governs Client's access to and use of the Service, the Parties agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint provides the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Main body of this Agreement
2. Exhibit A – Service Level Agreement
3. Exhibit B – Security Overview
4. Exhibit C – Data Processing
5. Exhibit D – Statement of Work

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

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by SpryPoint. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Said affiliate is prohibited to be a Florida scrutinized company in accordance with Florida Statutes.

"Agreement" means this Client Subscription Agreement, including any exhibits hereto.

"Authorized Named User" means an end user of the Client that has been given access by Client to use the Services.

"Authorized Parties" means Clients' or employees and third-party providers authorized to access Client's Tenants and/or to receive Client Data by Client (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process.

"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 known 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 in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly,

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before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means Client's data obtained, used in, or stored as the result of the use of the Services, including (a) data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, and (b) any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software.

"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 appliable 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 SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation pursuant to Fla. Stat. Sec. 282.318 and Sec. 282.3185, as may be amended or revised and (b) any security breach (or substantially similar term) as defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to by Client from Reseller.

"Service Level Agreement" (SLA) means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

"Updates" means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

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1. **Provision of Service.**

    1.1 **SpryPoint Obligations.** During the Term, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

    1.2 **Client Obligations.** Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (c) use the Service in violation of applicable Laws; (d) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (e) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and relating to this Agreement.

    1.3 **Acceptable Use**. Client acknowledges and agrees that SpryPoint has no obligation to monitor the content of communications or data 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 Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations Client is solely responsible (a) ensuring that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data which (c) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (d) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or (e) otherwise violates any applicable law. SpryPoint may (but is not obligated to) review any content posted or transmitted through the Services and remove any prohibited content, 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 and conditions of this Agreement.

2. **Resale Arrangement.**

    2.1 **Reseller Obligations.** Client acknowledges and agrees that (a) Client is contracting directly with Reseller for the Subscription and related services; (b) SpryPoint is not a party to, or bound by, any of Client's arrangement(s) or agreement(s) with Reseller; and (c) SpryPoint will have no obligations or liability to Client (and Client will have no recourse against SpryPoint) in respect of such arrangement(s) or agreement(s).

    2.2 **Non-Payment and Suspension of Service.** Under the terms and conditions of SpryPoint's agreement with Reseller (the "Reseller Agreement"), SpryPoint is entitled to suspend or terminate the Subscription if (a) SpryPoint is notified by Reseller of Client's failure to pay amounts to Reseller when due with respect to the Subscription or related services, or (b) Reseller fails to pay amounts to SpryPoint when due under the Reseller Agreement with respect to the Subscription or related services. Client acknowledges and agree that SpryPoint will have no liability to Client of any kind with respect to any such suspension or

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termination of the Subscription and Client's sole recourse with respect to any such suspension or termination of the Subscription will be against Reseller. For clarity, should such circumstance arise SpryPoint will work in good faith with the Client and Reseller to resolve any payment issues to avoid any Service interruptions.

2.3 **Additional Users.** SpryPoint will be automatically notified when new users are added to Service for Client. If the number of active users, not including archived users, exceeds the number permitted under the Subscription, SpryPoint will notify Reseller so it may invoice Client for any incremental user additions during the calendar month.

2.4 **Assignment of Subscription.** Under the terms of the Reseller Agreement, the Subscription may be assigned to SpryPoint in connection with the expiration or termination of the Reseller Agreement.

3. Proprietary Rights

3.1 **SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service. under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (a) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (b) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (c) access the Service or Documentation in order to build any commercially available product or service; or (d) publicly disclose any benchmark or performance information about the Service.

3.2 **Client Rights.** SpryPoint hereby grants Client's Authorized Named Users a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 **License to Host Client's Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's 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's Data.

3.4 **License to use Client's Feedback.** Client grants to SpryPoint a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service ("Client Input"). SpryPoint shall have no obligation to make Client Input an Improvement.

3.5 **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.

4. Confidentiality

4.1 **Confidentiality.** Subject to Florida Public Records law, a Party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 **Nondisclosure.** Subject to Florida Public Records law, a Party shall not use Confidential Information

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for any purpose other than to facilitate this Agreement or as a result of an order requiring such disclosure issued by a court of competent jurisdiction. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.

4.3 **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 using less than a reasonable standard of care.

4.4 **Injunctive Relief.** Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.

4.5 **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all rights, title, and interest in and to all Confidential Information.

4.6 **Public Records.** **IF SPRYPOINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO SPRYPOINT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

    a) SpryPoint shall:

- Keep and maintain public records required by the Client in order to perform the service.

- Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if SpryPoint does not transfer the records to the Client.

- Upon completion of the Agreement, transfer, at no cost, to the Client all public records in possession of the Contractor or keep and maintain public records required by the Client to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, SpryPoint shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SpryPoint keeps and maintains public records upon completion of this Agreement, the SpryPoint shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

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5. **Data Privacy & Security**

5.1 SpryPoint use of Data. Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, 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.

5.2 Data Security. Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

5.3 Unauthorized Disclosure. If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. **Warranties & Disclaimers**

6.1 From SpryPoint.

   a) **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
   b) **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.
   c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.

6.2 From Both Parties. 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 know to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the 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, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the amount of the subscription fees actually paid by Client to Reseller in consideration for the Subscription during the twelve (12) months preceding the claim.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 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 DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE

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SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

6.5 Indemnification

Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless 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; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (d) Client's breach of this Agreement; (e) revisions to the Service made without SpryPoint's written consent; (f) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (g) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (h) Unauthorized use of the service by third parties; or (i) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either Party's option and SpryPoint's sole liability shall be to refund any prepaid fees it has received for the Service in respect of the Subscription that were to be provided after the effective date of termination.

7. Limitation of Liability

7.1 Liability Cap.
SpryPoint's liability arising out of or related to this Agreement shall in no event exceed an amount equal to the amount of the subscription fees paid by Reseller to SpryPoint for the Subscription within the twelve (12) months preceding the claim.

7.2 Limitation of Liability for Loss of Information Security.
Notwithstanding anything else herein, in no event will the aggregate liability of SpryPoint, SpryPoint's Personnel, Permitted Subcontractors, or other persons or entities acting on behalf of SpryPoint, arising in connection with a Security Breach, exceed the amount received by SpryPoint from Reseller for the Subscription in the twelve (12) months preceding the claim.

7.3 Clarifications & Disclaimer.
TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY RESELLER TO SPRYPOINT IN CONSIDERATION FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

7.4 Exclusion of Damages.
EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF US, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT

NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

8. Term & Termination

8.1 Term of Agreement. The term of this Agreement will commence on the date Reseller accepts Client's order for the Subscription and will continue until the earlier of (a) termination of this Agreement and (b) termination or expiration of the Subscription in accordance with Client's agreement with Reseller.

8.2 Termination for Convenience. Client shall have the right to terminate this Agreement without cause or penalty, by giving not less than thirty (30) days' prior written notice to SpryPoint. Upon termination, Client shall pay Reseller all fees due up to the time of termination.

8.3 Termination for Default. Either Party may terminate this Agreement (a) 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, or (b) immediately upon written notice in the event of a material breach by the other Party of Section 4 or if the other party misappropriates, infringes or violates the Intellectual Property Rights of the first Party.

8.4 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise using the Service. Neither the expiration nor the earlier termination of this Agreement will release either of the parties from any obligation or liability that accrued prior to the expiration or termination.

8.5 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data 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 thereafter, unless legally prohibited, delete all Client Data, and will have no further obligation to make it available to Client.

9. Messaging

9.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities ("Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications, and any other bulk communications.

9.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

9.3 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

10. Miscellaneous

10.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance

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of the Service under this Agreement. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

10.2 Governing Law; Waiver of Jury Trial. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Client may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the Client's enforcement in Canada of a judgment entered by a court in the United States of America.

10.3 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, facsimile or electronic mail. The Parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. Client hereby waives any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law. For notices to Client, SpryPoint shall send such notice to Your "Bill To" Address. For notice to SpryPoint, Client shall send such notice to attention:

Notices to the Client shall be sent to:

Program Manager
Public Works – Engineering
City of Fort Lauderdale
101 NE 3rd Avenue, Suite1420
Fort Lauderdale, FL 33301

with copies to:
City Manager
401 SE 21st Street
Fort Lauderdale, FL 33316

City Attorney
1 East Broward Boulevard
Fort Lauderdale, FL 33301

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Notices to SpryPoint shall be sent to:

Nick Stone CFO
45 Queen Street, Suite 400
Charlottetown, Prince Edward C1A 4A4
Canada

10.4 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.

10.5 Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the Parties' respective successors and assigns. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.7 Severability. To the extent permitted by the law, the Parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

10.8 Insurance. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies to the extent of the products and services of Contractor. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the Client, and these coverages, limits, and endorsements may not be relied upon by the SpryPoint for assessing the extent or determining appropriate types and limits of coverage to protect the SpryPoint against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Client's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SpryPoint under this Agreement.

The following insurance policies and coverages are required:

SpryPoint

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury

- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Client and the Client's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the SpryPoint. The coverage shall contain no special limitation on the scope of protection afforded to the Client or the Client's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If SpryPoint does not own vehicles, SpryPoint shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Client must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Client's Risk Manager, if they are in accordance with Florida Statutes.

SpryPoint waives, and SpryPoint shall ensure that SpryPoint's insurance carrier waives all subrogation rights against the Client and the Client's officers, employees, and volunteers for all losses or damages. The Client requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

SpryPoint must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a) SpryPoint shall provide the Client with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b) SpryPoint shall provide to the Client a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c) In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of SpryPoint to provide the proper notice. Such notification will be in writing by e-mail and addressed to the certificate holder.

d) In the event the Agreement term goes beyond the expiration date of the insurance policy, SpryPoint shall provide the Client with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The Client reserves the right to suspend the Agreement until

SpryPoint

this requirement is met.

e) The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f) The Client shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g) The Client shall be granted a Waiver of Subrogation on SpryPoint's Workers' Compensation insurance policy.

h) The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

SpryPoint has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Client as an Additional Insured shall be at SpryPoint's expense.

If SpryPoint's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, SpryPoint may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

SpryPoint's insurance coverage shall be primary insurance as applied to the Client and the Client's officers, employees, and volunteers to the extent of the products and services of SpryPoint. Any insurance or self-insurance maintained by the Client covering the Client, the Client's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by SpryPoint that excludes coverage for work contemplated in this Agreement, and not covered by other policies within SpryPoint's program, shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Client, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, SpryPoint must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Client reserves the right to review, at any time, coverage forms and limits of SpryPoint's insurance policies.

SpryPoint shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to SpryPoint's insurance company or companies and the Client's Risk Management office as soon as practical.

It is SpryPoint responsibility to ensure that any and all of SpryPoint's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of SpryPoint.

SpryPoint

10.9 Non-Discrimination. SpryPoint shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

a) SpryPoint certifies and represents that SpryPoint offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that SpryPoint will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

b) The failure of SpryPoint to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the Client to pursue any remedy stated below or any remedy provided under applicable law.

c) The Client may terminate this Agreement if SpryPoint fails to comply with Section 2-187.

d) The City may retain all monies due or to become due until SpryPoint complies with Section 2-187.

e) SpryPoint may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

10.10 E-Verify. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, SpryPoint and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

a) SpryPoint shall require each of its subcontractors, if any, to provide SpryPoint with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SpryPoint shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

b) The Client, SpryPoint, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.

c) The Client, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that SpryPoint otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify SpryPoint and order SpryPoint to immediately terminate the contract with the subcontractor, and SpryPoint shall comply with such order.

d) An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the Client terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, SpryPoint may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. SpryPoint is liable for any additional costs incurred by the Client as a result of termination of this Agreement.

e) SpryPoint shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts.   shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may

SpryPoint

be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

10.11 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior written consent of Client, SpryPoint is authorized to use Client's name in lists of Clients.

10.12 Amendment. This Agreement may only be amended in writing by authorized representatives of each Party.

10.13 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.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

SpryPoint

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

SpryPoint

WITNESSES:

SpryPoint Services, Inc., a Canadian corporation
authorized to do business in the State of Florida

_____ By:_____
                  KYLE STRANG
                  Chief Executive Officer

_____
Print Name   ATTEST:

_____

_____ By: _____
Print Name   Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Kyle Strang as Chief Executive Officer for SpryPoint Services, Inc.

_____
(Signature of Notary Public - State of _____)

_____
(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known_____ OR Produced Identification_____
Type of Identification Produced: _____

SpryPoint

SpryPoint
SMART SOLUTIONS FOR SMART UTILITIES

Exhibit A - Service Level Agreement

Table of Contents

Introduction and Overview

This Service Level Agreement **("SLA")** is entered into per the Client Subscription Agreement **("Agreement")**

between **Client** and SpryPoint Services, Inc., hereinafter **("SpryPoint")**.

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's Customer Success Team works with the product engineers that build, implement, test, and maintain our applications.

This Service Agreement defines the general technology as well as the scope of the Ongoing Production Support Services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These Services may be supplemented by change requests agreed upon by the Parties in writing.

This SLA describes the responsibilities of all Parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go Live Support as defined in the Statement of Work is complete
- A finalized punch-list of any outstanding items has been created and responsibilities assigned

The transition involves:

- Formal knowledge transfer between SpryPoint's Service Delivery and Customer Success Teams
- An introductory meeting with the client, SpryPoint's Project Manager and SpryPoint's Customer Success Team.

This SLA is specific to SpryPoint's software-as-a-service applications operating in a production environment. Any non-production or test environments are expressly excluded from this or any other Service Agreement.

Definitions

These terms shall have the following meanings whenever used in this SLA.

"Assist" – means the Party which may provide input into a task and/or be consulted before a decision or action is performed.

"Business Hours" – means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

"Demarcation Point" –   means the outer most point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

"Environment" – provides resources and services over the Internet and access through a web browser or client software.

- Production Environment – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- Staging Environment – an environment used for testing, that mirrors the production environment as closely as possible.

"Impact" – means the influence of an event on the organization or organization's customers.

"Issue" – is a disruption to everyday operations that may or may not have significant consequences.

"Lead" – means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

"Outage" – means the total minutes the service is unavailable outside the scheduled maintenance window.

"Response Time" – means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.

"Resolution Target" – means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

"Update Frequency" – means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.

"Scheduled Maintenance" – means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days' notice from SpryPoint.

"Severity" – is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

"Support Hours" – mean 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

"Support Request" – means a request to support the resolution of an issue when further assistance is needed from technical experts.

"Tiers" – represents the complexity of the issue reported.

"Total" – means the total minutes the service is available less those exceptions listed under Service Availability.

Scope of Service/Responsibilities

1.1   Ongoing Support and Subscription Services

1.1.1 Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

SpryPoint

Item	Responsibility	
	SpryPoint	**Client**
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint's knowledge base and other documentation	Lead	N/A
Make determination to escalate and submit Tier 1 issues to Tier 2	Assist	Lead
Service Request Management		
Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving "how to" raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead
Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A

Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software.	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure.	Lead	Assist

1.1.2 Operational Support

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	**Client**
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required.	Lead	N/A

SpryPoint

Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead
Performance Management		
Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

1.1.3 Technology Infrastructure Services

The table below describes the technology infrastructure functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	**Client**
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A

Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

1.2   Billable Services

There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our Customer Success team through regular support request options. Enhancement requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.

Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

1.3   Quote Process

The client may request additional services or modifications to the application at any time. 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 SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue that needs to be addressed
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution
- An estimated delivery time
- If applicable, any fees/cost and expenses associated with the Change

The Quote Process that will be employed is defined below:

- **SpryPoint** will identify the requested change
- **SpryPoint** will identify and document the solution and scope of work associated with the quote request
- **SpryPoint** will estimate required effort, and any associated costs
- **SpryPoint** will submit the Quote to **Reseller** for review

- **Reseller** will submit the Quote to **Client** for approval
- **Reseller** and **SpryPoint** will work together to resolve any changes or revisions made by the **Client** to the Quote

- If **Client** does not approve the Quote, no changes in the work will be completed and the Quote

SpryPoint

- If **Client** approves the Quote, **Reseller** and **Client** will execute the corresponding Quote and **SpryPoint** will begin performing the Services described in the Quote

1.4   Rate Card

Any billable services to the Service beyond go-live will be performed at SpryPoint's then prevailing rate. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.

Performance Measurement

1.5   Support Level Definitions and Responsible Parties

Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

1.5.1   Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	• Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

1.5.2   SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues.	Provide Tier 2 support for all SpryPoint applications which includes:

	SpryPoint's experienced team is available to: ● Assess issues ● Provide solutions ● Resolve issues ● Create new features	● Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting ● Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support ● Advice and assistance for the applications and non-programming activities in direct support of users ● Advise Client personnel of estimated time to resolve an issue after root cause diagnosis ● Provide status updates during issue resolution ● Escalate Tier 2 support issues to Tier 3 support at our sole discretion
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	Provide Tier 3 support for all SpryPoint applications which includes: ● Data fixes ● Code-related troubleshooting ● Bug fixes

1.6   Issue Reporting

The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.

To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - support.sprypoint.com
- E-mail – support@sprypoint.com
- Phone - 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.

Before reporting an issue, Client's personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start?
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS

Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. Once submitted, Client will receive an automated response indicating the request has been received as well as a ticket number.

SpryPoint's Customer Success Team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

Bug – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behavior.

Configuration Request – a change or update to the behavior of an application through a setting in the user interface.

New Feature Request – an update to the application to provide new functionality or a new feature.

Training Issue/Question – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behavior.

Performance/Service Issue – generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

1.7 Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 – Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially, or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved. Examples of Severity 1 issues includes but are not limited to: ● System is unavailable (outage) ● Unable to perform a key function such as calculation of bills or billing process ● A key function is malfunctioning, creating a severe financial/customer impact ● Any event that impacts more than 20% of the customer base	1 hour	4 hours	1 hour

	● Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint			
2 – Critical	Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues includes but are not limited to: ● 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly ● Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) ● Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)	2 hours	16 hours	4 hours
3 – Restricted Use	The service is experiencing an issue that can be worked around but is impacting Client's efficient use of the service. The business is operational but with reduced efficiency. Examples of Severity 3 issues includes but are not limited to: ● 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 hours	160 hours	40 hours
4 – Not Urgent	The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include, but may not be limited to: ● A button is out of alignment on the user interface	8 hours	200 hours	Upon resolution

	• Question regarding configuration or functionality • General inquiries			
5	Enhancement request	16 hours	As defined in change process noted in the Statement of Work	As defined in change process noted in the Statement of Work

1.8 Triage

Based on the severity level of the support request, Client can expect a response from the SpryPoint Customer Success Team as indicated in the table above.

During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.

2. Document the use case where the issue occurs.

3. Establish a resolution plan and provide an estimated resolution time if possible.

4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.

5. If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.

6. Resolution

1.9 Resolution

Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client's power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

1.10 System Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 8:00 a.m. and 8:00 p.m. Eastern Standard Time.

There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint

SpryPoint

would take preventive action to mitigate any potential adverse impact to our clients. SpryPoint will provide immediate notice to Client in such a scenario.

1.11   Device and Operating System Support

- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly. maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances: hardware that is no longer supported by its manufacturer (e.g., iPhone 3G, Samsung Galaxy S Captivate).
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this SLA.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

1.12   Issue post-mortem process

The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	- Which services and customers were affected? - How long and severe was the issue? - Who was involved in the response? - How was the issue resolved?
Root cause analysis	- What were the origins of failure? - Why do we think this happened?
Steps taken to diagnose, assess, and resolve	- What actions were taken? - Which were effective? - Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	- What went well? - What did not go well? - How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.

SpryPoint

1.13   Support Hours

SpryPoint business hours are from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday.

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with SpryPoint's current prevailing rates of $200 per hour (not to exceed more than 5% or the CPI index annually.

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SpryPoint

Service Level Agreements

Service Level Agreements (SLAs) provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client's business and the impact/role of the Service within the Client's business.

1.14   Service Availability

SpryPoint will use commercially reasonable efforts to make our Services available with an uptime percentage of at least 99.5% within a given calendar month.

Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this SLA; or (iv) arising from SpryPoint's suspension and termination of Customer's right to use Software.

1.15   Service Credits

In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, as the Client's sole and exclusive remedy, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions.

2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application.

3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application.

4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application.

5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application.

6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application.

7. More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective.

8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement, the Service Credits would be paid directly to the Client.

Periodic Service Reviews

1.16   Periodic Review of Open Tickets and Outstanding Issues

SpryPoint

Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both Parties. Reviews are led by a member of the SpryPoint Customer Success Team and commonly include:

- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

1.17   Periodic Review of Service Level Agreement Performance

Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either Party may request the review. The review will be led by the Manager of Customer Success and shall include:

- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision:

1.18   Escalation

In the unlikely event that a customer needs to escalate an issue beyond the Customer Success Analyst in charge, the following is the path of that escalation:

Managing Partner

Manager, Customer Success

Senior Success Analyst

Success Analyst

If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to any Managing Partner at SpryPoint, however Kyle Strang is the Managing Partner responsible for Customer Success-related escalations.

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Contact information for the Customer Success Management Team:

Shelley MacLeod, Manager, Customer Success
smacleod@sprypoint.com
Office: 902.510.1770
Mobile: 902.213.0950

Kyle Strang, CEO
kstrang@sprypoint.com
Office: 617.939.9016
Mobile: 902.476.7930

Release Management

We provide application releases on a two-week interval.

The Customer Success Team works with the Product Management team to create and distribute Release Notes to our clients. Our releases typically include new features and functionality as well as bug fixes.

Product Releases:

- Release Notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list.
- Release Notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer Success is available to assist your team in determining if enabling a new feature is right for your organization.

Exhibit B – Security Overview

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1. Overview

This security document ("Exhibit") details the security policy, procedures, and technologies used to protect client data. This document applies to SpryPoint's production software-as-a-service (SaaS) offering ("The Service"), client data stored in the service, and work performed by SpryPoint implementing, maintaining, and supporting the service. SpryPoint has established a comprehensive Written Information Security Program ("WISP") which includes defining, documenting, and supporting the implementation and maintenance of the administrative, technical, and physical safeguards the firm has selected to protect the information it collects, creates, uses, and maintains.

This program uses both technologies and business policies to

- Ensure the confidentiality of client's data from any unauthorized parties;

- Protect the integrity of data; and

- Maintain availability of the service by using scalable hosting with fault tolerance.

SpryPoint's security program is based on the NIST SP 800-53 standard and the concepts of Zero Trust. The program may evolve over time as the standard is revised. These evolutions will never degrade the strength of the program.

2. Personnel

2.1. Personnel Overview

2.1.1. All SpryPoint employees are subject to background screening prior to being employed, and employment agreements cover confidentiality, non- disclosure, and other key protections.

2.1.2. SpryPoint has a dedicated information security officer who is responsible for managing and continuously improving SpryPoint's security posture. The information security officer can be reached at security@sprypoint.com.

2.2. Security Awareness & Training

2.2.1. Employees receive security awareness training during their onboarding, and SpryPoint employees are subject to mandatory ongoing cybersecurity and phish awareness training on a regular basis. All employees are encouraged to attend security conferences where practicable.

2.2.2. Employees must read and adhere to the Information Security Policies and must re-certify each year.

2.3. End User Devices

Employees agree to the Asset Management Policy with regards to acceptable use. All end user devices provisioned by SpryPoint are hardened and equipped with:

- Mobile Device Management (MDM) software.

- Full Disk Encryption.

- Anti-Malware Software.

- Strong Password policies.

- Secure Password Vault.

2.4. Access Control

2.4.1. To ensure only authenticated users access data they are authorized to access, SpryPoint maintains policies and procedures regarding the following areas:

- Access Control Policy
- Business Continuity and Disaster Recovery Plan
- Cryptography Policy
- Human Resources Security Policy
- Information Security Policy
- Operations Security Policy
- Risk Management Policy
- Third-Party Management Policy

- Asset Management Policy
- Code of Conduct
- Data Management Policy
- Incident Response Plan
- Information Security RACI
- Physical Security Policy
- Secure Development Policy

2.4.2. User accounts on SpryPoint's Services use role-based security to enable least privilege authorization. Passwords on the service are protected by industry best practices, using industry-standard encryption algorithms. Access to systems can be configured to use Single-Sign-On identity providers such as Azure Active Directory, Okta, or other identity providers.

2.4.3. Where possible, services are whitelisted to specific IP ranges rather than the open internet. SpryPoint staff use VPN services to connect to services where appropriate.

2.4.4. Policies cover data classification and protection of classified and restricted data.

2.5. Physical Security

The SpryPoint office is alarmed with unique codes per employee and is protected via electronic key cards & fobs. The SpryPoint office does not provide physical access to production systems from inside the office.

2.6. Monitoring

2.6.1. SpryPoint collects application and infrastructure logs to validate service uptime and operational status, to assist with troubleshooting system issues, and to protect and secure our networks and Client Data. Events are maintained for a period of at least one year.

2.6.2. Logs may include login ID, timestamps, login authorization granted or denied, number of denied login attempts, system load data such as CPU% and free memory, data changes within the system, or other relevant information and activity.

2.7. Control Assessments

SpryPoint maintains a documented risk management program that includes an annual risk assessment.

3. Data Integrity & Privacy

3.1. Data

3.1.1. The Service is provided through secure data centers operated by an ISO 27017:2015 certified third party.

3.1.2. Data is encrypted at rest and in transit.

3.1.3. Data backups are performed daily, and tests to restore the data are run regularly.

3.1.4. Questions regarding data privacy may be directed to privacy@sprypoint.com.

3.2. Personally Identifiable Information (PII)

Confidential PII is compartmentalized and encrypted with unique record- level keys and an additional level of encryption.

3.3. Secure Disposal

SpryPoint policies mandate secure disposal or destruction of personal information, whether in paper or electronic form, when it is no longer to be retained in accordance with applicable laws or defined policies.

4. Secure Application & Infrastructure Development

4.1. Least Privilege

Only authorized Personnel with a specific business purpose are allowed access to production and development environments and/or resources.

4.2. Peer Code Reviews

All code changes require a code review before allowing a merge.

4.3. Vulnerability Management

4.3.1. SpryPoint uses automated tools to check for vulnerabilities in the software and any framework dependencies.

4.3.2. Vulnerabilities are triaged and remediation timelines are managed as per a Service Level Agreement.

4.4. Configuration Management

4.4.1. SpryPoint has embraced infrastructure as code to ensure repeatability, and to streamline the application of security patches and updates. Deployment is managed via a CI/CD pipeline.

4.4.2. Infrastructure changes are documented and scheduled and contain approval chains and rollback plans.

4.5. Incident Response Procedures

SpryPoint's incident response policy includes well-defined procedures to be followed in the event of a breach or threat of any application or system associated with the accessing, processing, or storage of data.

4.6.   Contingency Planning

SpryPoint has a program to test and improve disaster recovery run books and business continuity plans. The security and DevOps teams perform BC/DR testing, conduct simulations, and request feedback to improve the plan.

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Exhibit C – Data Processing Exhibit

Exhibit C
SpryPoint Data Processing Exhibit

This Data Processing Exhibit ("DPE") forms a part of and is subject to the Client Subscription Agreement ("Agreement") between SpryPoint Services, Inc. ("SpryPoint") and the Party identified as the "Client" in the Agreement, where Client is using SpryPoint's Software and Services. This DPE reflects the Parties' agreement with regards to the applicable Privacy/Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription involving the processing of Client's Personal Information. In the event of any inconsistency or conflict between this DPE and the Agreement, the terms, and conditions of the DPE shall prevail in accordance with applicable laws promulgated by the State of Florida. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personal Data as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

"Covered Data" means (i) Client Data, (ii) Technical Services Data, and (iii) any other electronic data or information submitted by or on behalf of Client to a Covered Service.

"Covered Service" means (i) any Service provided that specifically refers to this DPE, and/or, (ii) any Technical Services.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations.

"Data Subject" means the person to whom the Personal Data relates.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' or (ii) any Security Breach affecting Personal Data.

"Processing" or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting, or altering, retrieving, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning, or combining, restricting, erasing, or destroying.

Exhibit C – Data Processing Exhibit

"Subprocessor" means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service.

1. Subject and Scope

1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client is the Data Controller(s) and SpryPoint is the Data Processor. SpryPoint shall Process Personal Information/ Personal Data under the Agreement(s) only as a processor acting on behalf of Client where Client is the Data Controller, SpryPoint agrees that it will Process Personal Information/ Personal Data for the sole purpose of providing the Services as described in the Agreement(s).

1.2. **Purpose.** Client discloses Personal Information/ Personal Data to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.

1.3. **Instructions for Processing.** SpryPoint shall Process Personal Data in accordance with Client's documented instructions. Client instructs SpryPoint to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personal Data; however, SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personal Data; (ii) retaining, using, or disclosing Personal Information/ Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personal Data outside of the Agreement between SpryPoint and Client.

1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.

1.6. **Sole Responsibility.** Client is solely responsible for obtaining all necessary consents, licenses and approvals for the collection and Processing of any Personal Information/ Personal Data.

Compliance with Laws. SpryPoint shall comply with all Data Protection Laws applicable to SpryPoint in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, SpryPoint is not responsible for complying with Data Protection Laws applicable to Client or Client's industry such as those not generally applicable to online service providers. Client shall comply with all Data Protection Laws applicable to Client as a Data Controller, in regards to the relationship created by this Agreement, and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable SpryPoint to carry out lawfully the Processing contemplated by this DPE.

Exhibit C – Data Processing Exhibit

2.   Technical, Organizational Measures and Security

2.1.   **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The Parties agree that the security measures are appropriate to protect Personal Information/ Personal Data against a Personal Information/ Personal Data Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personal Data to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

2.2.   **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personal Data is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personal Data only for the purpose of delivering the Services under the Agreement to Client.

2.3.   **SOC 2 Compliance**. Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type 2 report which attests to the controls at a service organization. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.

2.4.   **Processing Terms.** At all times that SpryPoint processes, and/or has access to Personal Information/ Personal Data, SpryPoint shall (a) process such Personal Information/ Personal Data only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personal Data, or retain, use, or disclose such Personal Information/ Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.

2.5.   **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personal Data therein); and (ii) acts as its own system administrator and controls user access to Client Data (including any Personal Information/ Personal Data therein), Client represents and warrants that on the date of this DPE and during the Term:

2.5.1.   Personal Information/ Personal Data has been and will be collected and Processed by Client in accordance with applicable Privacy/Data Protection Laws;

2.5.2.   Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for Contracted Processors to Process Personal Information/ Personal Data.

Exhibit C – Data Processing Exhibit

3. **Subprocessors**

3.1. **Use of Subprocessors.** Client hereby agrees and provides a prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors that are not considered scrutinized companies per Florida Statutes. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

3.2. **Notification of New Subprocessors.** SpryPoint shall make available to Client a Subprocessor List and provide Client with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, SpryPoint shall provide notice to Client by updating the Subprocessor List.

3.3. **Approved SpryPoint's Subprocessors**

Sub-Processor	Country	Website	Service Provided
Amazon Web Services	United States	aws.amazon.com	Cloud Infrastructure
Freshdesk	United States	www.freshworks.com	Customer Service
Heroku	United States	www.heroku.com	Cloud Infrastructure
Twilio	United States	www.twilio.com	SMS Delivery Iservice
Twilio Sendgrid	United States	www.twilio.com/sendgrid/email-api	Email Delivery Service
Solarwinds Papertrail	United States	www.papertrail.com	Log Management Service
Raygun	United States	www.raygun.com	Application Management Service

4. **Rights of Data Subjects**

4.1. **Assistance with Data Subject Requests.** SpryPoint will, in a manner consistent with the functionality of the Covered Service and SpryPoint's role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2. **Handling of Data Subject Requests.** For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request other complaint from a Data Subject regarding the Processing of Personal Data, SpryPoint will promptly forward such request or complaint to Client, provided the Data Subject has given sufficient information for SpryPoint to identify Client.

Exhibit C – Data Processing Exhibit

5. **Cooperation**

To the extent SpryPoint is required under Privacy/Data Protection Laws, SpryPoint will assist Client to comply with Privacy/Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a data subject exercising his or her rights under the Privacy/Data Protection Laws; (ii) it will assist Client in responding to any request from regulatory or judicial bodies relating to the Processing of Personal Information/ Personal Data under the Agreement(s); (iii) it will promptly notify Client if its Processing of Personal Information/ Personal Data is likely to result in a high risk to the privacy rights of data subjects or is unable to comply with Client's instructions for any reason, (iv) and upon reasonable request, will assist Client to carry out data protection impact assessments.

6. **SpryPoint Personnel**

SpryPoint shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Client's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

7. **Personal Data Breach**

In the event SpryPoint becomes aware of a Personal Data Breach, it shall as soon as possible but no later than 48 hours after discovery of a cybersecurity incident and no later than 12 hours after discovery of a ransomware incident.   notify Client in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Client requires additional information from SpryPoint to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

8. **Security Program**

SpryPoint shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Security Exhibit. If SpryPoint becomes aware of a security incident or has a reasonable suspicion of a Personal Information/ Personal Data breach in respect of the Personal Information/ Personal Data being Processed under the Agreement(s), it will inform Client without undue delay and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Information/ Personal Data Security Incident reporting obligations it may have under the applicable Privacy/Data Protection Laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

9. **Audit**

SpryPoint completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the confidentiality

Exhibit C – Data Processing Exhibit

obligations of the Agreement or a mutually agreed non- disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

Client agrees that, to the extent applicable, SpryPoint's then-current SOC 2 audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client. In the event that Client, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, SpryPoint will (i) make available to Client on request all information necessary to demonstrate compliance with this DPE, and (ii) allow for and contribute to audits, including inspections, by an auditor mandated by Client in relation to the Processing of the Personal Information/ Personal Data by SpryPoint.

10.   Return and Deletion of Client Data and Personal Data

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant. provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the Parties (for example, CSV, delimited text, or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by Law. Additionally, during the Term of the Agreement, Clients may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

11.   General Provisions

Client Affiliates. Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

11.1.   **Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from SpryPoint's systems.

11.2.   **Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the Parties' data protection obligations.

11.3.   **Remedies.** Client's remedies (including those of its Affiliates) with respect to any breach by SpryPoint or its Affiliates of the terms of this DPE and the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the

Exhibit C – Data Processing Exhibit

Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the Parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

11.4. **Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

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Exhibit D – Statement of Work

45 Queen Street Charlottetown, PE

sprypoint.com

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1. Introduction

This Statement of Work (SOW) is entered into per the Agreement by and between SpryPoint Services Inc., a Canadian company authorized to conduct business in the state of Florida **("SpryPoint")** with its principal offices in Charlottetown, Prince Edward Canada and City of Fort Lauderdale, a municipal corporation **("Client")** and whose services are managed by Reseller**.**

Background Statements:

- **SpryPoint,** through Core & Main LP **("Reseller"),** will provide a software solution and services that meets the identified customer engagement and customer experience ("Solution") requirements of **Client.**
- The Solution will utilize **SpryPoint's** SpryEngage – Customer Engagement Portal and SpryIDM – Interval Data Management.
- **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 **Client** by **SpryPoint**.
- The fees for the services described herein will be invoiced on a milestone basis through the Reseller.

This document is one of several that constitute the Agreement. As Such, if any discrepancy exists between the documents, the precedence shall be listed in the SOW.

2. Project Goals and Objectives

2.1. Goals and objectives

The **Client's** goals for this project and its supporting objectives are to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes. The primary objective is to procure, implement, and maintain a system or systems that mitigates current challenges, allows for streamlined collection and processing of information, and facilitates standardization and timely access to information.
Objectives for this project include:

Successful Implementation
- Implement a new Solution built on a modern and cloud-based.

technology platform in accordance with SpryPoint's proposal.
- Install a system that will interface with the **Client's** other information systems.
- Providing customer self-service capabilities.
- Provide a system that is flexible enough to accommodate business changes, , and the need for enhanced business information.
- Install a system that is upgraded and enhanced regularly by **SpryPoint.**
- Install a system that provides best business-practice methodologies.
- Install a cost-effective system that can be easily maintained.

<u>Provide better customer service:</u>
- Provide the following benefits: easy access to information, user friendliness, process automation, real-time system changes, and 24/7 access.
- Integrate customer self-service capabilities (that is, account information, payment options, service activities, etc.).
- Generate customer service metrics to satisfy the **Client**'s desire to improve as well as meet future regulatory requirements.
- Improve data access through reporting & dashboarding tools.
- Ability for customers to sign up for financial alerts and usage alerts.
- Ability for customers to view Interval Data through integration with Sensus.
- Ability for Client to automatically shut-off/turn-on the Sensus water meter valves, where applicable

<u>Manage the project well:</u>
- Deliver the project on time and within budget.
- Employ a formal project management process.
- Engage the users of the system in the communication and decision-making processes to develop ownership and acceptance of the new system.
- Provide adequate knowledge transfer throughout the project.
- Ensure that the implementation is as non-disruptive as possible to customers.

2.2.   Guiding Principles

The Project will employ the following guiding principles throughout its operation and execution:

1. Standardize and align business operations to Industry best practices where it makes sense.
2. The Project will be based on a 'Solution-Based' approach rather than a 'System-based' approach focusing on high value processes and driving efficiencies.
3. **Client** will empower designated project team members knowledgeable on current Client operations to make decisions that will bind the Client These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible and minimize customizations.
5. SpryPoint and Client will operate as a unified team and partners in the execution of the Project.
6. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
7. Client will measure the success of the Project against the following statement: "A fully delivered solution of acceptable quality, on time and within budget.":

   - Scope as defined in this Agreement is fully met at the acceptance of the system: Project is "fully delivered";

   - Acceptance of delivered scope at the completion of the Project occurs as scheduled: Project is "on time";

   - Costs do not exceed the projected budget as appropriated at the start of the project and/or any additional approved change orders: Project completes "within budget";

   - Acceptance criteria according to that defined in this Agreement and subsequent deliverables, are met: project deliverables are of "acceptable quality".

3. Scope of Work

3.1. Overall Project Approach

SpryPoint shall use its implementation methodology, to deliver the **SpryPoint** Service, 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 combined it with the best elements of the agile methodology. This methodology encompasses Project Management tasks, Pre-project tasks, and five (5) phases, as follows:

- Analysis
- Configure
- Test
- Deploy
- Operate
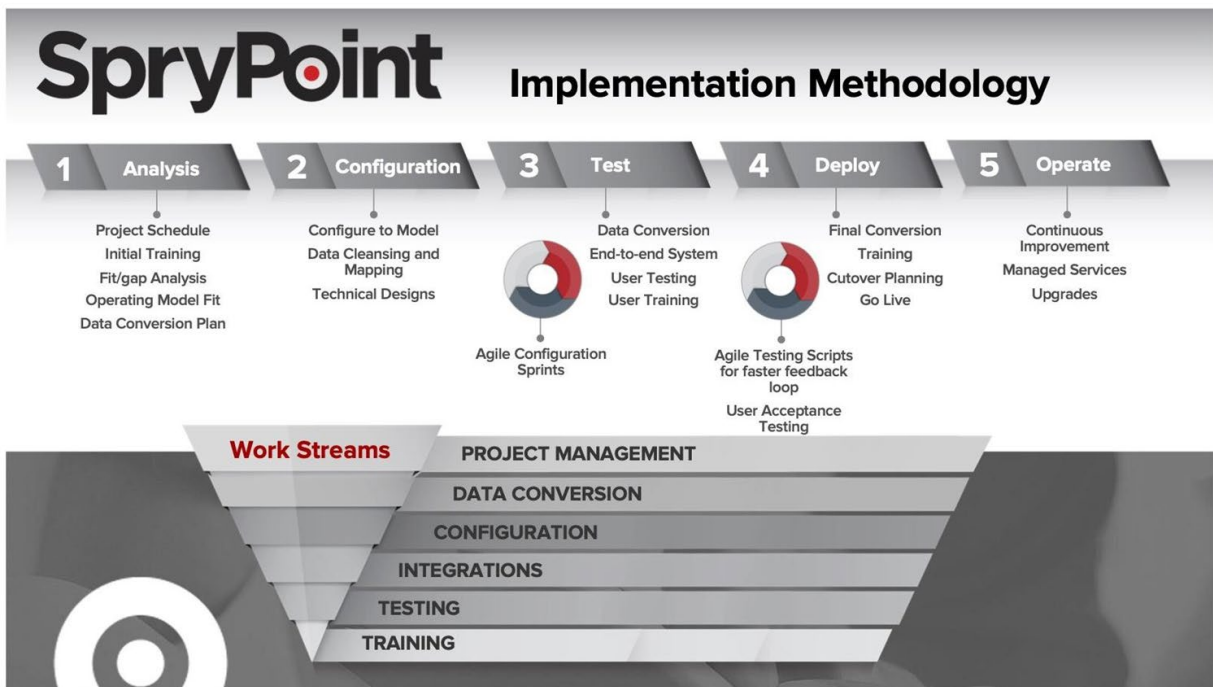
3.2. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the Project. **SpryPoint** cannot start project initiation until **an** Agreement regarding the Service has been fully executed by **Client** and **Reseller.**

Upon execution of the Agreement and at **Reseller's** direction, **SpryPoint** will initiate the Project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

3.3. Project Initiation – Deliverables, Roles & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	Mobilize Project Team	Identify and assign team members and introduce teams	A	R	I					
.2	Mobilize Client Project Team	Identify and assign team members and introduce teams				A	R	I	I	C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.3	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people outline next steps, schedule meetings, and start project work	A		I	R				I
.4	Prepare project infrastructure	Send welcome information, setup shared drives and access	A			R				

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.5	Initial Project Schedule	Update project plan that will be used as baseline for project	A			R				
.6	Project Kickoff	Formal meeting to kickoff project. This includes the following activities: ● Meeting agenda ● Meeting presentation	A	R	R	C	C	I	I	I
.7	Environment Setup	Provision environments and provide access for core team	A	R		R	R			

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs 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

3.4.   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.

3.4.1.   Analysis – Overview/System Familiarization

During this phase either before or as part of the workshops, **SpryPoint** will complete an overview training session. The purpose of this training is to introduce the core team member to the **SpryPoint** product(s).

3.4.2.   Analysis – Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and **Client** business process experts to create a Discovery Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the future business processes and **SpryPoint** Functionality.

SpryPoint and **Client** will jointly identify and document the business processes. **SpryPoint** will provide draft copies of the Discovery Report and other documentation on an agreed upon timeframe for review by **Client** to ensure accuracy of the information gathered.

Prior to the workshops **SpryPoint** will:

- ▪ Develop Workshop schedule/agenda with input from the **Client**.
- ▪ Prior to the Workshop(s), **SpryPoint** staff will familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, personal interviews, and other such information as needed.

During this activity SpryPoint will:

- Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them.
- Conduct individual or group interviews to confirm current business processes, review standard configuration of the **SpryPoint** Service in relation to these processes, recommend process changes based on the best practices with the **SpryPoint** Product(s), and identify enhancements or configuration changes that are needed, or that could be mitigated by the adoption of recommended business practice changes.

    - ▪ Login/Authentication

- Customer Self-Service
- Customer Dashboard Presentation
- Consumption Presentation
- Bill Presentation
- Alerts
- Forms Management & Workflow
- Guess Access
- System Administration & Configuration

Additional Workshops

Integration – discuss requirements for any integrations included in the scope of the Project. In scope integrations can be found in the Integrations section of this document.

Reporting - SpryPoint will review the reports that are needed in the operational areas, determine which reports are already available within the Solution, and identify which reports need to be modified, or newly written, to meet business needs.

Note: other workshop sessions may be identified and required to ensure all business needs are being met.

3.4.3. Analysis – Planning Documents

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

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan, testing success parameters will be agreed to with the **Client**.
- **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. The **Client** will be responsible to match training needs to individual end users.
- **Security Plan** - Based on the workshops and interviews, **SpryPoint** will provide the out of the box security plan. In addition, **SpryPoint** provides base security roles. The **Client** will be responsible to match individual users to the security roles.
- **Reporting** – review the reports and dashboards that are needed in the operational areas, determine which reports are already available within the SpryPoint Service, and identify which reports need to be modified, or newly written, to meet business needs.

3.4.4.　　Analysis – Deliverables, Roles & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	System Familiarization	A product overview session(s) that are designed to provide the client with a look at how the SpryPoint product(s) work before the analysis workshops	C	A		C	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
.2	Workshop Questionnaires	Document(s) with questions that will need to be answered by the core team and are used as part of the discovery workshop sessions. Note: The SpryPoint PM may determine these are not required for the project	C	A		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.3	Topic Specific Workshops	Workshop(s) will be completed to discuss the requirements in each area and identify any gaps. An agenda will be provided for each workshop.	R	A		C	R			
.4	Discovery Report	A document that outlines the information gathered during the discovery. This document will outline any gaps identified during the workshops	R	A		C	C			I

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No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.5	Discovery Report Updates	Updates to the Discovery Report with any changes/feedback from client	R	A		C	R			
.6	Discovery Report Review & Approval	This deliverable is the time required to for the client to review the Discovery Report and provide feedback and/or approve the document	C	C		A	R			
.7	Test Plan	A document that outlines the testing strategy for the client's implementation	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.8	Training Plan	A document that outlines the strategy for training	A	R		C	C			
.9	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security and the out of the box security roles.	A	R		C	C			
.10	Security Plan Role Assignment	Updates to the document matching users to security roles	C	C		R	A			

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs 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

3.5.   Configuration

The configuration stage is the period in the Project where the Project teams work to complete the initial "setup" of the SpryPoint product(s) to meet the specific business process requirements of the **Client** as defined in the Analysis document.

3.5.1. Configuration – Configuration Workbook & Workshops

To document and track the configuration, **SpryPoint** uses a configuration workbook. To populate the configuration workbook, an agreed upon schedule of Configuration meetings are scheduled. While **SpryPoint** is accountable for maintaining the workbook, the **Client** will be asked to be responsible to provide updates and input into the workbook. The purpose of the configuration workbook is as follows:

- Provide a checklist of all required configuration
- Document configuration settings
- Show where configuration have been completed (i.e. Production Environment or Staging Environment)

At this point in the Project, this will be referred to as the initial configuration. As **SpryPoint** works with the **Client** through the testing activities, changes to configuration may be required. **SpryPoint** will be responsible to ensure the configuration is updated with these changes.

3.5.1.1.   Data Acceptance Testing

After each data migration, **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.

The **Client** will be required to review these reports with **SpryPoint**. In addition, the client will be required to complete data acceptance testing. **SpryPoint** will provide checklists to use as guides for data acceptance testing. The **Client** is required to review and validate data for all records as outlined in the data conversion plan.

3.5.2.   Configuration – Integrations & Enhancements

During the configuration stage, requirements documents will be created for each interface, and enhancement that are included in this scope of work. These documents will include more detailed information on the interface, or enhancement. The document(s) will be provided to the **Client** to review, provide feedback, and sign off on. Once the specification is signed off on, it will be scheduled with the development team for completion. Also, during this process each identified interface, and/or enhancement will be identified as required for Go-live or not. This information will be used to help prioritize the delivery of this work.

3.5.2.1. Interfaces

During the contracting process, in scope interfaces were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Interfaces and their description included in the scope of the project detailed in Section 4.1 herein.

Note: If interfaces not listed in this document are identified or requested, they will be deemed out of scope and the change order process will be initiated.

3.5.2.2. Enhancements

During the contracting process in scope product enhancements were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Enhancements included in scope of this project click detailed in Section 4.1 herein.

Note: If enhancements not listed in this document are identified or requested, they will be deemed out of scope and the change order process will be initiated.

3.5.3. Configuration – Core Team Training

To assist with the **Client**'s Core Team Members understanding of the **SpryPoint** product(s), **SpryPoint** will provide Core Team Training. This training is designed to give the Core Team members a full understanding of how to use the **SpryPoint** Product(s). As part of this end-to-end system training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During the training activities, assessments will be completed to help reinforce key concepts. Training material during core team training will be based on the out of the box system functionality and may include functionality that is not applicable to you.

3.5.4. Configuration – KPI Dashboard

During configuration SpryPoint will configure the following KPIs in a dashboard:

- o Total customers
- o Number of active contacts
- o Total auto-pays
- o Total paperless billing
- o How many contacts signed up for paperless billing this week
- o List of activated contacts (running list)

3.5.5. Configuration – Bill Presentment

SpryEngage will show the Client's bill statement on each account. However, for this to occur, it is the responsibility of the **Client** to provide **SpryPoint** the current bill statement in a pdf format so that it may be loaded into SpryEngage.

3.5.6.   Configuration – SpryIDM

Configure SpryIDM to support the display and analysis of AMI meter data within SpryEngage.

3.5.7.   Configuration – Security & Roles

Based on the security plan, the **Client** will be responsible to assign security roles to users. 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 to update 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 into these roles.

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3.5.8.   Configuration – Deliverables, Roles & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements	R	A		C	R			
.2	Configuration Workbook Completed	The configuration workbook is filled out for the initial round of configuration	R	A		I	R			
.3	System Configuration(s)	The process to complete configuration in environments	R	A		C	R			
.4	Integration Requirements Document(s)	For any in scope interfaces, this document validates the interface business requirements. One document will be	A	R		C	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		created for each identified integration.								
.5	Core Team Training	Full system training provided to core team members per the training plan that ensures the core team understand how the SpryPoint product(s) works		A		R	R			
.6	Enhancement Requirements Document(s)	If there are enhancements included in scope, this document validates the business use case and captures the requirements business of how this feature will work. If there are multiple enhancements one document will be completed for each	A	R		C	R			
.7	Dashboards	Build/Configure Dashboard	R	A		C	R			
.8	Security Configuration	The process of assigning users to security roles		C		A	R			
.9	System Ready for Testing	Initial system configuration completed	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		and system ready for testing								

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3.6.   Test

The Test phase's primary focus is on testing and training. The key to mitigating risk and gain user confidence in the new business processes. This completed through **SpryPoint's** systematic and thorough testing and training. **SpryPoint's** iterative testing methodology adds a layer of thoroughness at each step, building on the success of the previous steps.

3.6.1.   Test – Test Scripts

A test case is a document that outlines an element or scenario to be completed during a specific test cycle (feature, function, interface, etc.). Each test case must meet the following requirements:

- Uniquely numbered and named.
- Identifies the functional/business domain recommended to be tested.
- Describes the testing purpose.
- Specifies the environment to be used.
- Outlines any dependencies.

SpryPoint will provide out of the box test scripts based on the standard business processes. The **Client** will be responsible to modify test scripts to meet its custom needs. **SpryPoint** will be available to review, answer questions and provide recommendations for custom test scripts.

3.6.2.   Test – Enhancement Testing (if applicable)

Enhancement Testing is the stand-alone testing of the system enhancements, performed during development, by the **SpryPoint** developers and Implementation specialists.

SpryPoint is responsible to test enhancements to ensure they meet the requirements as outlined in the requirement document(s).

3.6.3.   Test – Integration Testing

Integrated Testing will focus on these main areas:

- Integrated testing scenarios.
- Unit testing interfaces and modifications.

3.6.4.   Test – 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 industry best practice. To facilitate functional testing, **SpryPoint** and **Client** will test scenarios as broken into two

categories:

- **Primary Scenarios -** These scenarios involve functionality relating to the core business processes and are the most common end-user, customer, and back-end functionality.
- **Secondary Scenarios -** These scenarios involve testing a broader spectrum of functionality designed to test unique, Client-specific functionality and infrequent or less common processes.

3.6.5.   Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, KPI dashboard, modifications, interfaces, business processes and user security deemed as required for Go-live.

Note: In some cases, there may be a reason why an item may not be available during user acceptance testing. If this occurs this item(s) needs to be documented with a plan for to validate the item(s).

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 **Client** to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

3.6.6.   Test – Deliverables, Roles & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	Tester Training	Training provided to any non-core team users that will be involved in testing activities	R	A		R	R	R		
.2	Provide Test Scripts	Provide out of box test scripts based on standard business processes	A	R		C	C			
.3	Update Test Scripts	Activities required to update out of box test scripts to match **Client**'s future state and edge cases	C	C		A	R			
.4	Execute Bill Presentation Testing	Activities required to complete a round of bill presentation testing	R	A		R	R			
.5	Bill Presentation Testing Acceptance	A sign off provided by the **Client** that represents acknowledgment that the client has reviewed the	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		testing results and approves the results of the testing round								
.6	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		R	R			
.7	Integration Testing – Issue Resolution	Correction of issues found during bill presentation. This could be in the form of changes to configuration, training for client, development, etc.	A	R		R	R			
.8	Integration Testing Signoff	A sign off provided by the client that represents acknowledgment that the client has review the testing results and approves the results of the testing round	C	C		A	R			
.9	Execute Functional Testing	Activities required to complete a round of functional testing	A	R		R	R			
.10	Functional Testing – Issue Resolution	This could be in the form of changes to configuration, training for client, development, etc.	A	R		R	R			

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No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.11	Functional Testing Signoff	A sign off provided by the client that represents acknowledgment that the client has review the testing results and approves the results of the testing round	C	C		A	R			
.12	Execute User Acceptance Testing	Final testing performed by the client Key Users and any identified testers prior to system sign-off. Security, Modifications and Dashboard testing will be performed as part of UAT.	R	R		A	R	R		
.13	User Acceptance Testing – Issue Resolution	This could be in the form of changes to configuration, training for client, development, etc.	A	R		C	C	R		
.14	User Acceptance Testing Signoff	A sign off provided by the client that represents acknowledgment that the client has completed user acceptance testing and approves the results of the testing	C	C		A	R	R		

Key: R= Responsible – Assigned to complete the task/I.e. you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs 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

3.7. Deploy

The Deploy phase is the point at which **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.

SpryPoint and **Client** will develop a Cutover Plan prior to the proposed Go-live date. **SpryPoint** and **Client** will stage all aspects of the system in preparation for production cutover.

The Production Readiness phase focuses on four critical areas:

1. **Application Readiness**. Is the application tested and ready for production? This includes modifications, interfaces, and the KPI dashboard needed to run in full operations.
2. **Data Readiness**. Is the data conversion ready for operations? Have all data cleansing issues been resolved or planned for during the cutover period?
3. **Process Readiness**. Have the business processes been reviewed? Have all business process-reengineering tasks been completed and made ready for operations?
4. **Resource Readiness**. Are all the end-users trained? Is **Client's** staff trained to deal with problem-solving during the business cycle?

3.7.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing must be completed and signed off
- All issues marked as required for Go-live must be completed and signed off
- All product enhancements and integrations marked as required for Go-live must be completed, tested, and signed off
- Converted data has been validated, balances, any discrepancies can be explained and signed off on
- Required training is completed and signed off on

Note: the above list is the standard agreement, however, in some cases there may be item(s) that may not be accomplished until Go-live. Any desired expectation(s) to this list need to be documented with a plan outlined and relevant details and mutually agreed upon by both parties.

3.7.2. Deploy – Go-live Cutover Plan

SpryPoint will develop a Go-live Cutover Plan which outlines all issues pertaining 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 **Client**.

3.7.3. Go/No Go Decision

This is a critical decision point in the project, where the state of the Project is reviewed against the Deploy Prerequisite to determine the readiness to Go-live. This step should occur approximately 30 days before an actual Go-live date is agreed to. The **Client** is responsible for notifying SpryPoint if it has specific needs that require more than 30 days' notice prior to the Go-live date.

This 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 this meeting results in a no-go decision a follow-on meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and established action plan.

Step 2 – SpryPoint/Client Go/No Go Decision

When a Go Decision results for the **SpryPoint** Internal meeting, 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.

3.7.4. Deploy – End User Training Material

SpryPoint will provide end-to-end system training. As part of the training, **SpryPoint** will provide the **Client** copies of the training presentations. During the training, activities will be completed to help reinforce key concepts. Training material used during training will be localized to use client data for hands-on exercises. Training material will be based on the out of SpryEngage system and will not be updated to include the client's specific business processes.

3.7.5. Deploy – End User Training

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client's** 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.

3.7.6. Deploy – Customer & Vendor Notifications

As the **Client** prepares for Go-live, the **Client** may need to notify customers, vendors and other third parties of the system Go-live. It will be the responsibility of the **Client** to prepare and complete these notifications. However, **SpryPoint** can be used as a resource to talk about their experiences in what other clients have done.

3.7.7. Deploy – Go-live

This phase includes the system shutdown time when the cutover to production occurs. Most of this work is performed when the office is closed. During this time, the final data conversion is completed, and all other steps as identified in the cutover plan are completed, and validation is performed to ensure everything is in place to open the office.

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3.7.8. Deploy - Deliverable(s), Roles & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	Go-live Plan	A document that outlines the plan for Go-live, including any schedules and checklists for the Go-live weekend.	A	R	I	R	R	R		I
.2	SpryPoint Internal Go/No Decision	An internal SpryPoint meeting where the client's readiness for Go-live is reviewed	A	R	R	I				
.3	SpryPoint/Client Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward with the Go-live	A	R	R	R	R	R		R
.4	End User Training	Training for users is teaching them how to use the SpryPoint products, as identified in the training plan.	C	A		C	R		R	

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.5	Customer/Vendor Notifications	Notice of Go-live for any customers, vendors, and other interested parties of the go-live planned date	I	I		A	R		I	C
.6	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users				A	C		R	
.7	Practice Lab	A space where trained end users can go to use the SpryPoint Product(s) and practice their system skills				A	R			I
.8	Practice Session(s)	The time an end user(s) spends practice what they learned is training sessions				C	R		A	
.9	Go-live Activities	Complete all cutover activities as defined in the cutover plan	A	R	I	R	R		R	I

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No.	Deliverable Name	Deliverable Description								
.10	Issues Log Updates	The issues log (FreshDesk) that gets updated with any issues that occur during cutover	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.11	Go-live Signoff	A document that confirms that the system is ready for production use and that the client is ready to being using the SpryPoint solution(s) as the system of record	R	R	I	A	R			C

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs 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

3.8. Operate

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 **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 properly.

3.8.1. Operate – 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 15 days with the goal to ensure complete and successful transfer to the new Solution.

During this period, the **Client** is using the **SpryPoint** product(s) to complete its 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 a punch list is created. This list contains:
- Any issues and their priority still open at the end to the stabilization period
- Any SOW items that were not delivered prior to Go-live

3.8.2. Operate – Transition to Customer Success

After the post Go-live period has been completed and all severity 1 and 2 issues have been resolved we will transition the client to the Customer Success team. The transition involves a **SpryPoint** internal knowledge transfer between the Service Delivery and Customer Success Teams and an introduction meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Customer Success Team. Once the transition to the Customer Success team has occurred the **SpryPoint** implementation team will continue to be accountable for the resolution of all items on the punch list and the Customer Success Team will be accountable for any new issues.

3.8.3. Operate – System Acceptance & Project Close Out

The Project close out is the point when the Parties both agree that all Project deliverables have be 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:

1. All of 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 punch-list 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 **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.

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3.8.4. Operate – Deliverables, Roles, & Responsibilities

Roles and responsibilities will be discussed further during the Kickoff and Analysis phase in case any edits to this table are required.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
.1	Transition Documentation	SpryPoint Internal Documentation used to provide the Customer Success Team information about the client and their project	A	R	R					
.2	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details	A	R	R	I				
.3	Transition to Customer Success Meeting	A meeting held with SpryPoint to introduce them to the Customer Success Team and how they work with them	A	R	R	R	R			I
.4	Finalize Punch list	A document that lists any open items that need to	A	R	I	R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		be resolved as part of the scope of the product								
.5	Signoff on Punch list	Acknowledgement, by the client that they have reviewed the punch list and they agree to it	R			A	R			I
.6	Project Close Out Document	A document that summarizes project details	A	R		R	R			
.7	Project Close Out Signoff	Acknowledgement, by the client that all SOW deliverables have be completed and the project has been signed off and closed.	I			A	R			C

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs 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

3.9. Project Governance

3.9.1. Project Management

SpryPoint uses a highly structured and layered project management methodology, which relies on detailed and complete project plans, to determine who is working on what tasks, and when, throughout the life of the Project. Central to **SpryPoint**'s philosophy is maintaining strong communication throughout the teams, setting expectations early, facilitating and coaching as required and monitoring progress.

SpryPoint will provide a Project Manager throughout the life of the Project who will work directly with **Client**'s Project Manager and the joint team to ensure that all Project responsibilities are met.

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, and Project communications throughout the Project. The client's project manager is ultimately accountable for the client's resources, Project tasks and internal Project plans and **SpryPoint's** project manager is accountable for our resources and Project tasks. Both project managers will need to work together and retain the authority for day-to-day project decisions and ensure Project success.

3.9.2. Project Communications & Tools

The SpryPoint Project Manager, working in conjunction with the Client Project Manager, will compile status reports for distribution to both Client and SpryPoint management. Bi-weekly meetings will be held to review overall status, schedule, and open issues noted in the status report or scheduled as otherwise mutually agreed to by the Parties.

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.

Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every second week	Zoom & Google Docs/PDF	Both PMs, Client Core Team, SpryPoint Project Team (as required)

Project Status Reports	Monthly	PDF	N/A
Project Plan Updates	Bi-Monthly	Wrike	N/A
RAID Log	Bi-Monthly	Google Sheet	N/A
Executive Steering Committee	As requested,	Zoom / Google Slides	SpryPoint PM, Client PM, SpryPoint Executive Sponsor, Client Executive Sponsor

With the understanding that both **SpryPoint** and the **Client** are working with the joint interest in doing what is best for the Project, the table above outlines the standard agreement for communications. If major Project events occur, or at a critical point in the Project that require addition communications, updates, or meetings, both Parties can mutually agree to the additional activities at no extra cost to the client either in writing or in another method mutually agreed to by the Parties.

3.9.3. Acceptance Period

To facilitate the Project schedule and Project planning it is important both Parties agree to a default acceptance period of 5 business days. 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 any timeline extensions against the Project schedule and communicate if the extension puts the Project schedule at risk.

3.9.4. Agreed Priority Definitions

During the implementation, the following definitions will be used to define the priority of issues:

- **Priority 1 (Critical)** – A critical business function is not functioning correctly or is not available. Manual processes or other alternatives are not possible. Continued functionality of related downstream processes is not possible, as the downstream business functions will also be severely affected. i.e. the business cannot function.
- **Priority 2 (High)** – A critical business function is not functioning correctly or is severely impaired. Manual processes or other alternatives are possible but may not be practical. Continued processing of related downstream business process may be possible without extending the error to downstream business functions.
- **Priority 3 (Medium)** – A non-critical business function is not functioning correctly or is severely impaired. Manual processes or other alternatives are possible. Continued process of related downstream business process may be possible without extending the error to downstream business functions.
- **Priority 4 (Low)** – A nice to have or an issue that has minimal impact to the general customer population or that affect individual users.

3.9.5.   Milestone Acceptance Process

This Project will be invoiced on a milestone basis through Reseller. The specific fees and descriptions of each milestone will be outlined in the Agreement between Client and Reseller.

On a monthly basis the **SpryPoint** Project Manager will submit, by a mutually agreed to method, a written list of milestones that have been completed for review and approval to **Client** Project Manager. Service deliverables shall be accepted or rejected within 5 consecutive business days from the time of submittal for acceptance. Service deliverables will be considered accepted in the absence of a response of acceptance within this specified time. The use or partial use of any service deliverable in a production environment constitutes acceptance of that service deliverable.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables**. The **SpryPoint** Project Manager, or designee, will prepare a list of completed milestones and forward with the respective service deliverable to **Client** Project Manager, or **Client** designee, for consideration.
- **Assessment of Service Deliverables**. The **Client's** Project Manager will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete.
- **Acceptance / Rejection**. After reviewing, the client will either: accept the service deliverable in writing or will provide a written reason for rejecting it to the **SpryPoint** Project Manager. If the Milestone is accepted, the **SpryPoint** Project Manager will invoice **Reseller** and Reseller will invoice **Client** for the milestone(s) and submit proof of **Client's** acceptance and all other required documentation to substantiate the invoice. If the milestone is rejected, the **SpryPoint** Project Manager and **Reseller** will review the reason and work with the **Client** Project Manager to determine if the rejected reason is within scope and if so, resolve any concerns. Once concerns are addressed, the milestone acceptance form will be updated and resubmitted for approval in the next month invoicing cycle. All approved invoices will be payable in accordance with the Agreement.

3.9.6.   Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("change"). All changes will be documented and approved, regardless of if there is a cost associated with the change or not.

Request for changes should be made to either project team's project manager. The **SpryPoint** Project Manager and **Reseller** will work together to create a Change Order. The change order will outline the following:

- Describe the problem that needs to be solved or the scope change to be addressed
- Describe the solution to the problem or scope change being requested, including the use/business case and/or reason for the change and suggested solution
- Estimated impact of the change on the project schedule

- If applicable, any fees/cost and expenses associated the change

Reseller will submit the Change Order to **Client** and obtain **Client's** written approval before proceeding with any Changes. Both Change Orders under this SOW and a corresponding Change Order under the Statement of Work between **Reseller and SpryPoint** must be fully executed before any work related to such Change Orders is completed.

The Change Order Process that will be employed is defined below:

- **SpryPoint** will identify the requested change
- **SpryPoint** will identify and document the solution and scope of work associated with the change request
- **SpryPoint** will estimate required effort, and any associated costs
- **SpryPoint** will assess impact of change on schedule, milestones, contract, risks and/or any other identified impacts
- **SpryPoint** will submit the Change Order to **Reseller** for review
- **Client, Reseller** and **SpryPoint** will work together to develop a Change Order for the **Client** under this SOW
- **Reseller** will submit the Change Order to **Client** for approval
- **Reseller** and **SpryPoint** will work together to resolve any changes or revisions made by the **Client** to the Change Order
- If **Client** does not approve the Change Order, no changes in the work will be completed and the Change Order will be cancelled
- If **Client** approves the Change Order, **Reseller** and **Client** will execute the corresponding Change Order under the Statement of Work between **Reseller** and **Client,** and **SpryPoint** will begin performing the Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order
- **SpryPoint** will monitor and report progress
- **SpryPoint** will communicate change resolution

During the implementation, project change orders will be completed at a price of $200 USD per hour.

3.9.7. Issues and Risk Management

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

- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
  Communicate issue resolution

On a monthly basis, the 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 probability and impact and weighted.

3.9.8. 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. Note a Project issue can include anything from a business process change to a schedule issue to a personnel issue. The following table shows the escalation path:

Escalation Path	SpryPoint	Client
Level 4	Sr Vice President Service Delivery or CEO	XXXX
Level 3	Vice President Service Delivery	XXXX
Level 2	Project Manager	Project Manager
Level 1	Implementation Specialist	Core Team Members

3.9.9. Project Working Times

3.9.9.1. Project Working Schedule

During the Project implementation, it has been agreed that Project Meetings, Training Sessions and/or any onsite time will complete Monday through Friday when working remotely. If work is being completed onsite, meeting times will be scheduled Monday through Thursday, with Friday being a travel day for SpryPoint staff. 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 2 weeks in advance.

3.9.9.2. 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	2024	2025
New Year's Day	January 1	January 1
Islander Day	February 19	February 17

Good Friday	March 29	April 18
Victoria Day	May 20	May 19
Canada Day	July 1 (observed July 4)	July 1
Civic Holiday	August 5	August 4
Labor Day	September 2	September 1
National Day of Truth & Reconciliation	September 30	September 30
Thanksgiving	October 14	October 13
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	2024	2025
New Year's Day	January 1	January 1
Martin Luther King Jr Day	January 15	January 20
Presidents Day	February 19	February 17
Memorial Day	May 27	May 26
Independence Day	July 4	July 4
Labor Day	September 2	September 1

Veteran's Day	November 11	November 11
Thanksgiving	November 28	November 27
Friday after Thanksgiving	November 29	November 28
Christmas Day	December 25	December 25

3.9.10. Project Management Reoccurring Deliverables

During the Project implementation, the **SpryPoint** Project Manager is accountable for the delivery of the following reoccurring deliverables.

Communication Method	Description
Shared Project Folders	Via the use of Google Drive, SpryPoint will provide the client with a shared project folder for document sharing and collaboration of documents during the project
Project Status Reports	A monthly report that outlines summarize project status, upcoming activities, risks, etc.
Updates to the project plan	Updates to the baseline Project schedule are performed and published bi-monthly. 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. Note: project plans will be maintained and update in the SpryPoint Project Tool, called Wrike. Access can be granted to the client to see the project plan.
RAID Log	Report that lists risks, actions, issues, decisions, due date, status, and responsible resource.

4. Integrations & Enhancements

This section outlines any of the integrations or enhancements included in the scope of work. It is important to note that during analysis and throughout the implementation there maybe additional integrations or enhancements identified. In this event, **SpryPoint** will provide 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.

4.1. Integrations

SpryEngage 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 or timed integrations as well as event-driven integrations. **SpryPoint** will create an Integration Requirements Document for each integration to define the detailed requirements.

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 third party application, the need for a third party to add information to an API, etc.

No.	Integration Name	Integration Details
1.	Bill Presentment	It is expected that the Client will provide PDF copies of all individual bills including accounts subscribed for paperless bills. Those PDF bills will need to be uploaded to SFTP for retrieval by SpryEngage. The history of bills available to display within SpryEngage will be dependent upon the history of bills available from the Client.
2.	Sensus Interval Data File	SpryCIS supports standard meter reading integration for several AMI systems. This integration includes: • Export of meter reading information by route or billing cycle to standard Sensus AMI format • Import of meter reading information from standard Sensus AMI format

3.	Cayenta CIS	SpryPoint will create an interface between SpryEngage and Cayenta CIS. It is expected that the Cayenta API will be available for use in building out this interface and it is also assumed that all the necessary API endpoints exist on the Cayenta API to retrieve the standard data elements needed to support the SpryEngage portal experience. The interface should provide near real-time communication for key data attributes such as: • Customer information (Customer ID, Name, Email, Phone Number(s), and Customer Type) • Location information (Location ID, Service Address, Location Type and Latitude/Longitude) • Account information (Account Number, Start/End Date, Status (active/inactive), statements information, Payments, Current Balance, Past due and Total Due) • Metering information (Meter Number, Manufacturer, Phases, Dials, Smart Meter Indicator, Transponder/Endpoint, Install Date, Removal Date and Status) • Service information (Service Type, Service Start/End Date and Service Status) • Consumption information (Reading Date, Consumption * Consumption Multiplier and Reading) Some limited information can be made available to send back to the CIS system if the required endpoints exist in Cayenta, this may include details such as: • Customer profile updates (Name, Email, Phone Number, Mailing Address) *If the CIS does not support multiple customers on an account, some of this information may not be possible to send back to the CIS.* • Account preferences such as Bank Account Autopay information (if ACH is supported by the utility and stored by the CIS rather than the payment processor) and paperless billing subscription status.

4.2. Enhancements

SpryPoint will create an Enhancement Requirements Document for each enhancement to define the detailed requirements.

No Enhancements in Scope

No.	Requirement Description	Enhancement Details
1.	None Identified	

5. Project Assumptions

The following project assumptions apply to this Project:

5.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact to the Project.
2. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
3. The **Client** and **SpryPoint** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
4. All changes to the SOW shall be managed in accordance with the Agreed upon Change Order process.
5. The **Client** will make Information Technology (IT), Customer Service and Operations resources available as needed throughout the implementation.
6. The **Client** will make resources available to assist with data synchronization, and preliminary data validation during the conversion efforts.
7. **SpryPoint** will provide the specified number of staff, as described in the detail project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
8. If on-site activity is required, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. The **Client** will ensure Project Team members are available for meetings, workshops, discussions, and conference calls upon request by **SpryPoint**. Project Team members will respond to information requests by **SpryPoint** staff.
11. Whenever possible, the Project Team may consider alternative meeting options such as Zoom and Conference Calls.
12. Both Parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
13. **SpryPoint** will assume responsibility for the successful completion of this SOW.
14. **SpryPoint** will assume overall responsibility for conducting all Project related

administration activities including the development and administration of a work plan that clearly indicates all **Client** tasks and responsibilities.

15. For implementation, **SpryPoint** will deploy a production and staging environment. The need for additional environments will be at the discretion of SpryPoint.

16. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.

17. The **Client** is willing to implement **SpryPoint** "Best Practices" to minimize the need for software customizations.

5.2.   Development Assumptions:

1. **SpryPoint** will take the lead and be responsible for the development of forms, reports, interfaces, conversions, and workflow with the assistance of **Client**.

2. **Client** will provide subject matter experts for the CIS system as required to support the design, development, and testing of interfaces against other systems.

3. **Client** will lead all interactions with 3rd parties related to the integration and overall delivery of the final solution. **SpryPoint** will provide sufficient lead time for asks of third parties. For this point, sufficient will be a minimum of 5 business days. If a vendor requires longer lead times, the client is responsible to document this and provide the minimum lead time to **SpryPoint**. Significant lead times to work with vendors could result in project delays.

4. **SpryPoint** will be responsible for performing quality assurance of all enhancements, interfaces, reports, and workflows prior to their delivery to the **Client** for user testing and acceptance.

5.3.   System Testing Assumptions:

1. **SpryPoint** and **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.

2. **Client** will review, participate, and complete testing activities under the direction of **SpryPoint** as outlined in the sections above in this document.

3. **SpryPoint** will provide resources for product fixes resulting from errors identified during the system testing process.

4. **SpryPoint** will deliver the completed **SpryPoint** Service to **Client** for review and acceptance.

5. **Client** will be responsible to sign off on testing results.

5.4.   Training Assumptions:

1. **Client** is responsible for prerequisite education and training such as basic PC skills and fundamental business process knowledge.

2. **SpryPoint** will provide standard training materials. **Client** may use these training materials for any subsequent training classes.

3. **Client** will provide users with specific times to participate in required training.
4. **Client** has the facilities and will provide the necessary logistics support for all training sessions which if required may include training room, training workstations, and any other necessary training supplies.
5. **Client** will ensure end-user attendance during training.
6. **Client** will schedule and ensure **Client's** practice use of the system after training is completed.

5.5.   Production Readiness and Cutover Assumptions:

1. **SpryPoint** and the **Client** will be responsible for developing an acceptance test plan that will be mutually agreed on by the Parties.
2. **Client** will be responsible for conducting an acceptance test of the completed system as delivered by **SpryPoint** at the completion of testing activities.
3. **Client reserves the right to deny acceptance testing at their discretion.**
4. **SpryPoint**, with assistance of **Client**, will develop a mutual agreement regarding the go-live plan and schedule.
5. **SpryPoint**, with assistance of **Client**, will stage all aspects of the system in preparation for production cutover.
6. **SpryPoint**, with assistance of **Client**, will conduct production cutover activities.

5.6.   Post Implementation Support Assumptions:

1. **SpryPoint** will provide immediate production support to **Client** following cutover to assist with stabilization and optimization.

6.   Appendixes

6.1.   Definitions

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

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is 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, integration testing, and performance testing.

Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by client
Agreement Date	The date in which both Reseller and SpryPoint agree to terms and execute the Master Agreement.
Business Day	One 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	The process design is conducted during business process modeling activities and focused on conducting business process design work in the context of the system environment. This design work will address operational and organizational changes required to implement the proposed solution.
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 week
Bi-Weekly	This activity will happen twice a week
Calendar Day/Days	A 24-hour period–typically starting at midnight.
Change Order	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 associated with it.
Configuration	Process of performing table updates and algorithm changes to the system to have the system perform Client's specific user requirements. Configuration does not require programmatic software changes.

Cutover	Includes all activities required to prepare the systems for the transition of the new SpryPoint Solution to production processing. The activities will include ensuring security setup, establishing user profiles, system access rollout to end users, and other activities SpryPoint and Client deem necessary.

Delivery	Defined as information, documentation or object approved provided to the client for review, feedback and/or acceptance.
Enhancement	Enhancements to the base solution that is added to the core code to meet a defined Client requirement. This does not include configuration changes of any form. The word modification may be used interchangeable with Enhancement
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time 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 Client's business.
CIS	References the Client's Customer Information System that SpryEngage will be integrating with.
Price	The total cost for implementation & expenses to deliver the SpryPoint Solution as noted in this SOW and other Exhibits to the Agreement.
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	The SpryPoint Service includes all services as defined in this Statement of Work for products sold as part of this Agreement.
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, etc.

Test Plan	Document that outlines a strategy or approach for testing. 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 agreed upon business processes.

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