

**First Amendment
to the
Client Subscription Agreement**

This First Amendment (the "Amendment") to the Client Subscription Agreement dated August 8, 2024 (the "Agreement") is made by and between SpryPoint Services Inc. ("SpryPoint") and the City of Fort Lauderdale ("Client" or "City") (singularly a "Party"; collectively "Parties").

WHEREAS, SpryPoint and City entered into an Agreement dated August 8, 2024, for software services; and

WHEREAS, SpryPoint provided those services to City through a reseller arrangement with Core & Main; and

WHEREAS, City wishes to purchase certain software services directly from SpryPoint and not through a reseller arrangement with Core & Main; and

WHEREAS, the Parties desire to amend certain provisions of the Agreement through this First Amendment to Agreement in order to accommodate the City's acquisition of certain services from SpryPoint directly.

NOW THEREFORE, in consideration of mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows to accommodate the City's acquisition of Services directly from SpryPoint as detailed herein. Accordingly, the Agreement is amended as follows:

Amended Provisions. The Parties hereby agree to the following amended provisions to the Agreement:

- I. The following provisions replaces the respective provisions in the Agreement, by interlineation, as follows:**

On page 1, paragraph 4, is replaced by the following provision by interlineation to add a new Exhibit E – Initial SaaS Subscription Order Form, and a new Exhibit F – Implementation Statement of Work, a new Exhibit G – SpryWallet Order Form and a new Exhibit H – SpryWallet Implementation Statement of Work attached hereto, which identifies the Service(s) to be provided under this Amendment and the additional terms relevant to their provision:

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
- 6. Exhibit E – Initial SaaS Subscription Order Form
- 7. Exhibit F – Implementation Statement of Work
- 8. Exhibit G – SpryWallet Order Form
- 9. Exhibit H – SpryWallet Implementation Statement of Work

On page 2, within the DEFINITIONS section, the definition of “Service” is replaced with the following by interlineation:

“**Service**” means the combination of SpryPoint’s software-as-a service applications as described in the Documentation and subscribed to by Client from Reseller or from SpryPoint directly.

Section 6.3 is hereby amended and replaced by interlineation as follows:

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 or SpryPoint in consideration for the Subscription during the twelve (12) months preceding the claim.

Section 7.1 is hereby amended and replaced by interlineation as follows:

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 either Client and Reseller to SpryPoint for the Subscription within the twelve (12) months preceding the claim.

Section 7.2 is hereby amended and replaced by interlineation as follows:

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 and Client for the Subscription in the twelve (12) months preceding the claim.

Section 7.3 is hereby amended and replaced by interlineation as follows:

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 CLIENT AND 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.

Section 8.2 is hereby amended and replaced by interlineation as follows:

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 fees ordered through a resale arrangement that are due up to the time of termination. In the event that any fees are due for services ordered directly from SpryPoint, upon termination Client shall pay SpryPoint any fees for those services ordered directly from SpryPoint that are due up to the time of termination.

II. The following provisions are added to the Agreement, by interlineation, as follows:

Section 2.5 is added to the Agreement by interlineation as follows:

Section 2.5 Services Ordered Directly from SpryPoint. Client may order certain services directly from SpryPoint and not through a resale arrangement. Services ordered directly from SpryPoint will not be subject to the arrangement(s) or agreement(s) with Reseller, or subject to the terms and conditions of this agreement regarding reseller duties, obligations, or rights of reseller under this Agreement. Client and SpryPoint acknowledge and agree, that all obligations and duties of reseller are inapplicable to services ordered directly from SpryPoint, and all duties and obligations of reseller will be undertaken by the Parties where context permits.

Section 10.14 is added to the Agreement by interlineation as follows:

Section 10.14 Anti-Human Trafficking. SpryPoint shall provide Client with an affidavit signed by an officer or a representative of SpryPoint under penalty of perjury attesting that SpryPoint does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

Section 10.15 is added to the Agreement by interlineation as follows:

Section 10.15 Scrutinized Companies. SpryPoint certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. Client may terminate this Agreement at the Client's option if SpryPoint is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

Section 10.16 is added to the Agreement by interlineation as follows:

Section 10.16 Foreign Countries of Concern. SpryPoint shall provide Client with an affidavit signed by an officer or representative of SpryPoint under penalty of perjury attesting that the SpryPoint does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2024), as may be amended or revised.

Section 10.17 is added to the Agreement by interlineation as follows:

Section 10.17 Cancellation for Unappropriated Funds: The obligation of the Client for payment to SpryPoint is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event of the loss of funds appropriated to the City specifically dedicated to pay SpryPoint for the Services, the Client may terminate this Agreement upon thirty (30) days prior written notice to SpryPoint. Termination of the Agreement for this reason shall not relieve the Client of its obligation to pay any amounts due to SpryPoint up to the date of termination.

(signature block on following page)

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

CITY OF FORT LAUDERDALE

By: _____
RICKELLE WILLIAMS
City Manager
Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to form and correctness:
Shari L. McCartney, City Attorney

By: _____
ERIC W. ABEND
Senior Assistant City Attorney

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

WITNESSES:

_____	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 _____, 2025, by Kyle Strang as Chief Executive Officer for SpryPoint Services, Inc.

(Signature of Notary Public - Province of _____)

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

(remainder of page intentionally left blank)

Exhibit E – Initial SaaS Subscription Order Form

1) Client Information

This Initial SaaS Subscription Order Form is subject to the terms and conditions of the Master Subscription Agreement between the Parties.

Name ("Client")	City of Fort Lauderdale
Client Billing Contact Name	
Client Billing Contact Phone Number	
Client Billing Contact Email	
Client Billing Address	1 East Broward Blvd. Suite 444 Fort Lauderdale, FL 33301

2) Initial Term

The initial term of the subscriptions for SpryPoint Service(s) reflected herein will commence on the Effective Date and continue for a period of five (5) years. Following the initial term, the Service(s) shall automatically renew for successive terms of one (1) year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the Service has been otherwise terminated in accordance with the Agreement.

3) Fees.

- a) Invoices and Payment.** All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net forty-five (45) days from the invoice date. Late payments may accrue interest at the rate of 1.5% per month or the amount allowed by the Florida Local Government Prompt Payment Act, whichever is less. All payment obligations are non-cancelable, and all payments made are non-refundable, except as agreed to by the Parties in the Client Subscription Agreement. SpryPoint, without limiting its other rights and remedies, reserves the right to suspend the Service until such amounts are paid in full. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.
- b) Usage Metric Verification Process.** Client has access to self-service usage metrics on demand and within the Service. Client system administrators can add or remove accounts and users as needed. It is the Client's sole responsibility to archive or remove users and accounts if they are no longer being used.

SpryPoint may verify relevant usage metrics through a quarterly audit; the results of which will be shared with the Client. Any within scope use exceeding the usage metrics, as defined pursuant to this Agreement, identified as a result of a quarterly audit will be subject to additional fees based on the then applicable fee per usage metric. Fees accrue in the calendar month the excess use began and will be invoiced coterminous with the then current annual subscription term.

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

- c) **Integrated Notification Services.** The SpryPoint platform includes integrated notification services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's Integrated Notification services include:
- Inbound and outbound SMS text messaging
 - Outbound voice messaging
 - Inbound and outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage pursuant to the applicable SaaS Subscription Order Form.

- d) **Service Modification.** A change to the Service, including but not limited to the addition of a new SpryPoint application or a change to the Client's usage metric quantity for a SpryPoint application. Service Modifications will be captured in an Order Form.

4) Term and Termination

- a) **Term of Agreement.** This Agreement shall be valid as of the Effective Date and remain in effect until terminated pursuant to the terms contained herein.
- b) **Annual Fee Escalation.** Excluding changes to fees resulting from Usage Metric Quantity, as determined by the Usage Metric Verification Process described above, SpryPoint SaaS Fees Per Usage Metric shall be firm for the initial contract term of five years. Beginning on the first renewal option, after the five-year renewal term, on the anniversary of the Agreement's Effective Date, and on each anniversary thereafter, SpryPoint may request an annual escalation to the SpryPoint SaaS Fee Per Usage Metric. Any such escalation shall be limited to:
- i) 3%, or
 - ii) The percentage change, year-over-year, in the USA Consumer Price Index ("CPI") as published by the Government of the United States for the most recent twelve-month period available at the time of the request with a maximum annual increase cap of 5%.
Accordingly, the annual escalation to the SpryPoint SaaS Fees Per Usage Metric will be in the range of no less than 3% and no higher than 5%.

All requests for such escalation must:

- Be submitted in writing to the City at least ninety (90) days prior to the effective date of the requested escalation per the notice provisions herein;
- Include supporting documentation from the U.S. Bureau of Labor Statistics;
- Be subject to a good faith review and approval by the City, in its sole discretion (not to be unreasonably withheld, conditioned, or delayed); and
- Be accepted or disputed by the City in writing to SpryPoint per the notice provisions herein within thirty (30) days of the City's receipt of an escalation request.

No SpryPoint SaaS Fees Per Usage Metric escalation shall be effective unless approved in writing by the City or as otherwise described herein. Failure by SpryPoint to request an escalation within the required timeframe constitutes a waiver of any SpryPoint SaaS Fees Per Usage Metric escalation for that year. Failure by the City to respond to an escalation notice within the required timeframe shall constitute an acceptance of the subject escalation.

Should the City dispute an escalation, the Parties, within 30 days of receipt of issuing notice of a dispute, shall enter into good faith negotiations to resolve the dispute prior to the relevant anniversary of the Agreement effective date. A dispute regarding an escalation shall not preclude SpryPoint from submitting an invoice and receiving payment subject to the payment terms in section 5 Invoicing and section 6 Payment Terms herein.

Explanatory note:

The SpryPoint proposal reflected the Usage Metric Quantity of 56,000 accounts. The fee per Usage Metric is \$4.42 and as proposed will not change over the initial five-year period. In year six, the Fee Escalation of 3% or CPI (not to exceed 5%) is applied to the \$4.42 fee.

The Usage Metric Verification terms cover the process by which SpryPoint periodically reviews the City's usage levels and adjusts the subscription fees if the contracted usage metric quantity has been exceeded. For example, if the City were to increase usage to 57,000 active accounts, then there would be an incremental charge for the additional 1000 active accounts, however; these 1000 accounts would still be charged at \$4.42 through year five.

5) Invoicing

Subscription fees are in United States Dollars. The Total Initial Annual Subscription Fee for the initial year, identified in section 7 below, will be invoiced upon execution of the Agreement. Thereafter, Client's Total Annual Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client's use of the Service(s).

All other fees, including fees associated with the activities identified in Exhibit B the Implementation Statement of Work will be invoiced per the terms of the applicable Statement

of Work, a Change Order (as described within the Statement of Work), or as otherwise mutually agreed to by the Parties, and are not reflected herein. All fees are subject to the Usage Metric Verification Process described in the Agreement.

6) Payment Terms

All invoiced charges are due net forty-five (45) days from the invoice date in accordance with the Florida Local Government Prompt Payment Act.

(continued on following page)

7) SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during “implementation” *	Environments Included after “go-live” *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹	56,000	\$4.42	\$247,520.00
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users ²	20	\$1,326.00	\$26,520.00
				Light Users ³	0	N/A	\$0.00
Total Initial Annual Subscription Fee							\$274,040.00

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

² “**Full User**” means a user who can access SpryMobile’s full functionality to create, edit and share data.

³ “**Light User**” means a user who has read-only to access to SpryMobile functionality.

⁴ “**Testable Assembly**” means an assembly subject to test notices and test entry submissions.

* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (e.g., Test and Train) and will not result in additional cost to Client. If additional dedicated environments are required post go-live there may be additional fees required.

Integrated Notification Services Fees	
invoiced quarterly for actual usage or as otherwise described below exclusive of any applicable communications service or telecommunication provider (e.g., carrier fees or surcharges)	
Inbound and Outbound SMS Messaging	\$0.02 / Message segment consisting of a maximum of 160 characters. A message containing more than 160 characters, will be billed per 160-character message segment.
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000.00 per year



Exhibit F - Statement of Work

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Statement of Confidentiality

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



1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint** Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, Canada, and City of Fort Lauderdale ("the **Client**") with offices at 100 N. Andrews Avenue, Fort Lauderdale, FL, United States.

Background Statements:

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

2. Project Principles

2.1. 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 in alignment with the Client's business requirement



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. The **Client** will empower designated Project team members knowledgeable on current state of operations to make decisions that will bind the **Client** in future state business process operations. These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible to minimize enhancement requests. Enhancement requests will only be considered when the SpryPoint solution cannot meet a critical business requirement. .
5. **SpryPoint** and the **Client** will operate as a unified team and partners in the execution of the Project.
6. There will be a focus and commitment to organizational change management and staff preparation and readiness throughout the Project.
7. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
8. **SpryPoint** will lead the project and keep consistent communication and transparency in the progress tracking of the project as outlined in the Project Governance Section of this document.

3. Scope of Work

3.1. Overall Project Approach

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

- Initiation
- Analysis
- Configure
- Test
- Deploy
- Operate

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



3.2. Pre-Project Initiation

Before Project Initiation there are several pre-project activities the **Client** can choose to perform to prepare for the implementation. Completion of these activities is not mandatory to start the project, however, during the project SpryPoint will work with the Client to identify when documentation is required for a project activity.

Documentation to gather:

- ✓ Operating policies:
 - ✓ Any documentation on Standard Operating Procedures
 - ✓ Published rules/policies
 - ✓ Internal documentation – How To/Workflows, etc.
- ✓ Gather Lists of Information:
 - ✓ Customer Forms (online or printed)
 - ✓ Communications – letters (collections, budgets, payment plans, etc.)
 - ✓ Service Order Types
 - ✓ Credit Memos
 - ✓ Miscellaneous Charges
 - ✓ Billing Rates/details
 - ✓ Penalty and collection rules
 - ✓ GL codes used in CIS
 - ✓ Meter data (counts, types of meters, inventory, GIS information)
- ✓ Staffing and Roles:
 - ✓ Identify Subject Matter Experts
 - ✓ Grid of staff, roles, and responsibilities
 - ✓ Field Operation users that will need to be engaged with SpryMobile
- ✓ Bill Statement
 - ✓ Bill design, structure of content, changes from existing bill
 - ✓ Goals of redesign
 - ✓ Who needs to approve a new design?
 - ✓ Does the new design need to be approved by a committee? If so, how long does this process take
- ✓ Reporting
 - ✓ What reports do you have today?
 - ✓ Do you still use this report and what is it for?
 - ✓ Complete a Reports list
 - ✓ Collect report samples



- ✓ Data Migration
 - ✓ Prepare raw database dump of legacy CIS system
- ✓ Data Cleansing
 - ✓ Start to identify problem records (accounts, customers, premises)
 - ✓ Start to identify duplicate records
 - ✓ Identify problems with data that should be resolved
 - ✓ Identify fields that are multipurpose

3.3. Project Initiation

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

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

3.3.1. Project Initiation – Project Start Up

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

- Mobilize project teams
- Complete introductions,
- Project schedule alignment
- Agree and setup project infrastructure and finalize the approach for file sharing as defined in the Project Governance of this SOW.
- Discuss next steps

3.3.2. Project Initiation – Provision SFTP Site for Data Transfer

Within 15 days of Project Start Up activities, **SpryPoint** will provision an SFTP site for client data transfer. In order for SpryPoint to complete this work, the **Client** must identify team members who will require access, these team members are the resource(s) responsible for completing the data transfer.

3.3.3. Project Initiation – Deploy Environments

SpryPoint will deploy environments as defined in the Exhibit A – Pricing Schedule. Upon deployment of the environments **SpryPoint** will setup access for Core Team, so



the **Client** can connect and validate that the environments are available and ready for use.

3.3.4. Project Initiation – Foundation Training

To prepare for the analysis workshops **SpryPoint** will provide system training on demo data that allows the **Client** to understand how the out of the box solution handles business processes. This training also helps level set on SpryPoint terminology, and helps the **Client** make more informed decisions during the Analysis workshops. This training will not be role based, will not be specific to the client's business processes and will data that is representative of the Client data, not the Client's actual data.

Any **Client** personnel that will be participating in the Analysis Workshops must participate in this training.

3.3.5. Project Initiation – Data Review

Before the workshops the **Client** will provide SpryPoint with a copy of their data for analysis. SpryPoint will use this data analysis to provide insight into the **Client** and help identify focus areas during the discovery workshops.

3.3.6. Project Initiation – Workshop Questionnaires

Before the workshops **SpryPoint** will prepopulate the questionnaires with our understanding based on all information gathered to date. The questionnaires will then be sent to the Client Core Team who will validate the information and update unanswered questions and/or provide more information and return the completed questionnaires to SpryPoint no less than two (2) weeks before the scheduled workshops, unless otherwise mutually agreed. These questionnaires are designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

Note: Failure to return questionnaires within two weeks may result in rescheduling of the Analysis Workshops and could impact the overall time line.

3.3.7. Project Initiation – Data Strategy

The data strategy document is designed to outline and explain the process used for converting client data during the implementation period. It brings together information from client discussions and the SpryPoint methodology to inform and align both teams about the process and steps that will occur (related to data) during the implementation

3.3.8. Project Initiation – Deliverables, Roles & Responsibilities

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

R= Responsible – Assigned to complete the task/I.e this person/role will have work to do;

A = Accountable – Has final decision-making authority and accountability for completion; this person/role will ensure the work gets done. They may or may not be doing work but need to make sure the work gets done;

C = Consulted – provides input into a task and/or consulted before a decision or action;

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

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 1	Mobilize Project Team	Identify and assign team members and introduce teams.	A	R	I					
PI 2	Mobilize Client Project Team	Identify and assign team members and introduce teams.				A	R	I	I	C
PI 3	Project Start Up	Includes activities such as introduction call, mobilizing the project teams and collaboration on the project schedule.	A		I	R				I
PI 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 Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 5	Initial Project Schedule	Update project plan that will be used as baseline for project.	A			C				
PI 6	Project Kickoff	Formal meeting to kickoff the Project. This includes the following activities: <ul style="list-style-type: none"> Meeting agenda Meeting presentation 	A	C	C	C	C	I	I	C
PI 7	SFTP Client Access Identification	Client to identify and provide contact details of team members who will require access.	C			A	R			
PI 8	SFTP Site Setup	Provision SFTP site for client data transfer.	A	R		C				
PI 9	Upload of Legacy Data to SFTP Site	Client to upload raw database dump of legacy CIS system to SFTP site	C	C		A	R			
PI 10	Data Strategy	This document defines the details and plan for conversion throughout the implementation	R	A		C	C			
PI 11	Environment Setup	Provision environments and provide access for the core team.	A	R		C				
PI 12	Verify environments	Confirm list of initial access and confirm users can log in.	C			A	C			

Statement of Work

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 13	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A	C		R	C			

Add 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 ac

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 – Project Kickoff

To get the project officially underway **SpryPoint** will conduct a formal Project Kickoff meeting with the **Client** and the Client Core Team. Prior to the kickoff meeting, **SpryPoint** will establish the agenda and presentation and provide it to the Client PM to review and provide content and align on messaging to the session attendees. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint**. This will also allow the core team to ask any questions they may have for **SpryPoint**. The Client can record this session to share with other project team members and vendors as they are onboarded.

3.4.2. Analysis – Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and the **Client** business process experts to create an Analysis Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the desired future business processes/agreed proposal requirements scope in Exhibit H and **SpryPoint** Functionality.

SpryPoint and the **Client** will jointly identify and document the business processes. **SpryPoint** will provide draft copies of the Analysis Report and other documentation on an agreed upon timeframe for review and approval 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 interviews, **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. The following business processes will be reviewed.

- Customer Service
 - Premises
 - Service Orders
 - Meters
 - Billing
 - Accounting, payments, collections and bankruptcy processes, including debt remaining at any premise and recovered through transfer of title
- Mobile Field Service
 - Dispatching
 - Meter activities
 - Service Orders
 - Optimized Routing
 - Photos

During this sub-section of the Analysis phase, other workshop sessions may be identified and required to ensure all business needs are being met.

3.4.3. Analysis – Analysis Report

Upon completion of the Analysis Workshops **SpryPoint** will deliver to the **Client** an Analysis Report. This report will outline the findings of the workshops, how the solution will meet the future state business process and identify any gaps that may have been identified. The **Client** will be required to review and provide feedback on the report. **SpryPoint** will make updates to the report based on the **Client** feedback. Once all updates are completed the **Client** will be required to sign off on the Analysis Report. The estimated time for the review, feedback, update and approval is approximately 3 weeks. It should be noted that as decisions in the project evolve this document will be updated.

3.4.4. Analysis – Planning Documents

During the Analysis Phase supplemental session will be hold to create several additional planning documents. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the testing strategy, types of testing, scope for each type, roles, responsibilities, timelines, defect management, quality metrics, entrance and exit criteria. As part of the test plan, testing success



parameters will be agreed to with the **Client**. For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial accounts with no unexplainable discrepancies.

- **Training Plan** – A document that outlines the requirements for training including training strategy, approach (end user direct, delivery method (e.g. self-led/e-learning, instructor led). The training plan covers Core Team Training, and End User 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 for matching training needs to individual End Users.
- **Security Plan** - Based on the workshops and interviews, **SpryPoint** will provide an 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 and assign roles to their users.

3.4.5. Analysis – Report & Dashboard Plan

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

Upon completion of the of the analysis, a Report & Dashboard Plan will be provided to the **Client**. This document summarizes the findings of the analysis and provides an estimate of effort required to build any reports identified as a gap or to modify existing reports and dashboards. This report work effort will be compared against the contracted work effort of 128 hours and **SpryPoint** will work with the **Client** to determine which reports will be built using the custom report and dashboard budget as contracted. Additional reports and work hours over the budgeted amount and agreed upon will be submitted through the change control process.

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

3.4.6. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 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			
A 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	A	R						
A 3	Workshop Questionnaires	Provide answer in the questionnaires.				A	R			
A 4	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						
A 5	Attend workshops	Client will ensure the correct subject matters experts are available and participate in workshops.				C	A			
A 6	Analysis Report	A document that outlines the information gathered during the discovery. This document will outline	R	A		C	C			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		any gaps identified during the workshops								
A 7	Analysis Report Updates	Updates to the Analysis Report with any changes/feedback from the Client	R	A		C	R			
A 9	Analysis Report Review & Approval	The time required to for the Client to review the Analysis Report and provide feedback and/or approve the document	C	C		A	R			I
A 11	Test Plan	A document that outlines the testing strategy for the implementation	A	R		C	C			
A 12	Training Plan	A document that outlines the strategy for training the Client throughout the implementation.	A	R		C	C			
A 13	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security access limits and the out of the box security roles and their purpose.	A	R		C	C			
A 14	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 (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 Workbook is as follows:

- Provide a checklist of all required configuration settings
- Document configuration settings
- Show which configuration settings have been completed and where (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 and data conversation activities, changes to configuration may be required. **SpryPoint** will be responsible for ensuring the configuration is updated with these changes.

3.5.2. Configuration – Bill Statement

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

3.5.3. Configuration – Collections Letters

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

Note a set of Collection Letters includes the letters to support the steps of the Collection Process. For example, if the collection process may have 3 steps that requires



documents to be created (1- Late Notice; 2- Delinquent Notice; 3 – Disconnect/Cut-off Notice) all three letters would be included in the scope.

3.5.4. Configuration – Miscellaneous Letters & Other Items

Other items required to be configured during this phase are:

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

SpryPoint has included in scope budget to build up to 30 letter templates and will train the Client in building letter templates. If additional letters are required, the change order process may be engaged or the Client will be assisted to build the additional letter, provided no development effort is required to create the letter.

3.5.5. Configuration – Data Migration

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

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

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

If additional data conversions are required beyond those identified above, the Change Order process will be initiated. Additional costs will apply if any conversion issues arise



due to Client responsibility. Examples include, but are not limited to: delays in the delivery of files, incorrect or inconsistent file formats, missing reports, or incomplete data.

Agreed Time

SpryPoint will convert 3 full calendar years plus the number of months to go live of history into SpryCIS. **SpryPoint** will archive any **Client** Data older than 3 calendar years.

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

SpryCIS Objects to Convert

Object	Details
Customers	Active customers, and inactive customers with balances, and inactive customers who have been active within the agreed to time limit. This includes customers in active landlord tenant relationships. This also includes customer addresses, and corresponding contact information.
Premises	All active premises in the agreed time.
Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time.
Bill Delivery Method	The method/medium used for bill delivery.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.
Meter Readings	For all converted meters per the agreed time.



AR Balance	All active account balances within agreed time.
Service Orders	All active and completed service orders within the agreed time frame.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
Deposits	If applicable, active deposit values will be converted.
Equipment	All active equipment.
Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments for applicable converted records.
Historical Bill Pdfs	Convert 12 months of historical bill pdfs, if can be provided by Client in the required format
Attachments	Conversion of pdfs, word documents, or image attachments on Accounts, Customers and Premises will be considered as part of scope if they can be provided from the legacy system.

** Note: During the implementation if it is determined that records outside the above list are required to be converted the change order process will be engaged.

*** Note: Converted transactional data will be present for informational purposes and will not be actionable. i.e. users will not be able to complete processes such as cancel rebill, adjustments, etc. on these records. Instead, if changes are required it will need to occur via manual adjustments.

Scope assumes CIS data will be coming from one data source.

The following items will not be converted:

- Rate history table/historical rates



Additional history can be brought into the SpryCIS Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.

3.5.5.2. Data Mapping

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

3.5.5.3. Data Extraction

The Client will be responsible to complete all data extraction activities. If the Client, engages a third party to perform data extraction work, the Client is responsible to manage the third party and their required deliverables. SpryPoint will work with the Client to define the extraction format, requirements and timelines.

3.5.5.4. Iterations

The following information outlines the goals and purpose of each data iteration. All data conversion issue will be tracked on the project RAID log.

Iteration 1

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

- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
 - Accounts
 - Customers
 - Premises
 - Services
 - Service Points
 - Meters
 - Service Agreements



- Billing Agreements
 - Meter Reads
- Complete data acceptance testing.
- Create bills, install meters, create billing & service agreements, and transitions.

Iteration 2

The goal of this iteration is to fix issues found during Iteration 1 and any additional record types required to start bill validation testing and other product testing. The following activities are targeted to be completed before Iteration 2 can be completed:

- Completion of Iteration 1 data conversion and data acceptance testing
- Completion of data cleansing activated identified in Iteration 1
- Completed configuration adjustments identified

Upon the completion of Iteration 2, the **Client** will be able to see and review:

- **Client** Data in the **SpryPoint** solutions to include:
 - Updated records from Iteration 1
 - Transaction history
 - Deposit records
- Complete data acceptance testing
- Complete bill validation testing

Iteration 3

The goal of Iteration 3 is to fix issues identified in the previous iteration and convert any remaining records identified in the data conversion mapping document that have not been converted yet.

To complete Iteration 3, the following prerequisites are targeted to be completed:

- Completion of Iteration 2 data conversion and data acceptance testing
- Completion of data cleansing activities identified in Iterations 1 & 2
- Completion of configuration adjustments identified throughout testing

Upon completion of Iteration 3, the **Client** will be able to:

- Address any edge cases or record types that have not been previously completed
- Complete User Acceptance Testing
- Complete Mock Go Live between Iteration 3 and 4

Iteration 4

The goal of Iteration 4 is to support Go-Live.



In between data iterations, one or multiple data refreshes may be completed. Data refreshes can be requested by any project member but the final decision maker of whether to complete the refresh is the **SpryPoint** Project Manager. A data refresh is defined as the rerunning of the conversion processes using more recently extracted data. Another key tenet of a data refresh is that extract routine, conversion script, and/or, mapping changes will be minimal in comparison to a full iteration. A minor change is defined as script change that takes less than 1 hour to fix, such as fixing a mapping to support an edge case; adding handling for meter switches; changing rate mapping.

3.5.5.6. Data Cleansing

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

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

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

3.5.5.7. Data Acceptance Testing

After each data iteration **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 formal data acceptance testing after data iteration 1.0, 1.1 2.0 and 2.2. **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.



3.5.6. Configuration – Integrations & Enhancements

Requirements of in scope interfaces and enhancements are included in Section 4, 4.1, and 4.2 of this Statement of Work. 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. The Client is responsible for coordinating and managing any third-party vendors.

Interfaces and enhancements, not listed in this document in Section 4, will be deemed out of scope and the change order process will be initiated

3.5.7. 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). **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During the training, the Client's staging environment will be used for hands on exercises and 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, however the purpose of the training is to help the core team understand how the system might work for **Client** specific business processes.

3.5.8. Configuration – Reports & Dashboards

During configuration **SpryPoint** will deploy the library of core reports and dashboards. As part of the scope of this project **SpryPoint** will review the function of the core the reports and dashboards with the **Client**. In addition, **SpryPoint** will provide hands on training to the identified **Client** resources on how to use the reporting tool (Metabase) to build or modify reports and dashboards.

If it is determined that the **Client** wants **SpryPoint** to build additional reports and dashboards and/or modify core reports and dashboards the change order process will be engaged.

During implementation training will be provided to the **Client** on how to build reports in Metabase.



3.5.9. Configuration – Security & Roles

Based on the security plan, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible 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 to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

As part of the project implementation SpryPoint will show the Client how to assign existing roles to individuals and how to create new roles.

3.5.10. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 1	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements.	R	A		C	R			
C 2	Configuration Workbook Completed	The Configuration Workbook is filled out for the initial round of configuration.	R	A						
C 3	Configuration Workbook Assignments & Homework	Provide required inputs & information for completion of the Configuration Workbook				C	A			
C 4	System Configuration(s)	The process to complete configuration in the System Environments.	A	R						
C 5	Participate in Configuration Sessions	Be engaged in configuration sessions to answer questions and understand how configuration is performed				C	R			
C 8	Core Team Training	Full system training provided to the Client's core team members per the training plan that ensures the core team understands how the SpryPoint product(s) works.		A						
C 9	Participate in Core Team Training	Client's Core Team will participate in the scheduled training sessions				A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 12	Data Mapping Document	A spreadsheet that maps each field being converted from the legacy system to a field in an appropriate in scope SpryPoint product.	R	R		C	A			
C 13	Data Extraction from legacy system	The activities required to get data out of the Client's legacy system.	C	C		A	R			
C 14	Data Import into SpryPoint Product(s)	The activities required to bring data into the SpryPoint product(s).	C	A		C	C			
C 15	Data Conversion Results Report	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
C 16	Data Conversion Results Review	A meeting(s) to discuss the data conversion results and answer any questions, issues or concerns.	C	R		C	A			
C 17	Data Acceptance Checklist Template	A template that outlines the recommended data element that should be tested	A	R						
C 18	Data Acceptance Checklist Template Population	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.				A	R			
C 19	Data Acceptance Testing	Testing that is completed by the Client to check and validate the data that has been converted.				R	A			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 20	Data Acceptance Testing Support	Answer questions and provide guidance during data acceptance testing	A	R						
C 21	Identify data issues	Identification and documentation of data issues found during data acceptance testing	C	C		A	R			
C 22	Data Cleansing Decisions	Make decisions on the best way to resolved data issues ** see Data Cleansing Section above.	A	R		C	C			
C 23	Complete Data Cleansing Activities - SpryPoint	Complete data cleansing activities	A	R		C	C			
C 24	Completed Data Cleansing Activities – Client	Complete data cleansing activities	C	C		A	R			
C 25	Reports & Dashboards	Build/Configure reports and Dashboard as determined by the report plan	R	A		C	R			
C 26	Security Configuration	The process of assigning users to security roles.		C		A	R			
C 27	System Ready for Testing	Initial system configuration completed and system ready for testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 28	Communications Document Updates	Complete any updates to the internal and external communication document and/or the strategy document.	A	R		R	R			

Key: R= Responsible – Assigned to complete the task each party to the SOW will have 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

3.6. Test

The Test phase's primary focus is on testing and training. This phase is the key to mitigating risk and gaining user confidence in the new business processes. This is accomplished 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. It is important that the **Client** spends time testing their business processes in the **SpryPoint** Solution(s) to ensure all business needs are met.

3.6.1. Test – Summary of Test Rounds

The table below outlines the planned testing rounds. Additional details for each testing category are provided in subsequent sections.

Test scripts that do not pass during a round will be retested until successful. Depending on the reason for the additional testing, a change order may be required.

Testing Type	Max number of Test Rounds
Functional Testing	2
Integration Testing	2
User Acceptance Testing	2
Performance Management Testing	1
Bill Validation Testing	3
Total	10

3.6.2. 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 use Test Rail, a test case management tool, for developing and managing the test scripts and the various rounds of testing that occurs during Functional, Integration, Performance and User Acceptance testing. The RAID log will be used to



track open testing issues.

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

In scope SpryPoint will deliver Test Scripts to support:

- Functional Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements.
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.
- Integration Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements.
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.
- User Acceptance Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements.
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases.

3.6.3. 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 agreed to during the Analysis phase. To facilitate functional testing, **SpryPoint** and the **Client** will test scenarios, broken into two categories:

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

In scope for this project will be a maximum of 2 testing iterations for Functional Testing. Each iteration will be expected to run 2 to 3 weeks, with an agreed to reset time between the iterations. Upon completion of testing a sign off on testing will be required to move forward.



3.6.4. Test – Integration Testing

Integrated Testing will focus on these five main areas:

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

SpryPoint is responsible to complete initial testing of integrations to ensure they meet the requirements as outlined in the requirements document(s). It is recommended that the **Client** complete their own testing of the integrations.

In scope for this project will be a maximum of 2 testing iterations for Integration Testing. Each iteration will be expected to run 2 to 3 weeks, with an agreed to reset time between the iterations. Upon completion of testing a Client sign off on testing will be required to move forward

3.6.5. Test - Bill Validation Testing

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

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes 3 iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 1 more time to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the Client to show the results. While SpryPoint is responsible to complete this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

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

- Legacy Account Number
- Service Period Dates, start and end date



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

With each round of bill validation testing the following deliverables will be completed:

- **SpryPoint** will execute the bill validation testing and provide reports to the **Client**
- The **Client** will review issues and work with **SpryPoint** to resolve them
- **Client** will sign off on each round of bill validation testing

3.6.6. Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, reports, modifications, interfaces, business processes and user security are completed and ready 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 future plan 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 customer to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.

In scope for this project will be a maximum of 2 testing iterations for User Acceptance Testing. Each iteration will be expected to run 2 to 3 weeks, with an agreed to reset time between the iterations. Upon completion of testing a sign off on testing will be required to move forward.

3.6.7. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 1	Tester Training	Training provided to any non-core team users that will be involved in testing activities.	R	A						
T 2	Participate in Tester Training	Participate in tester training				A	R			
T 3	Data Refreshes	An updated data conversion iteration that is used to support testing.	R	A		C				
T 4	Provide Test Scripts	Provide out of box test scripts based on standard business processes.	A	R		C	C			
T 5	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			
T 6	Execute Bill Validation Testing	Activities required to complete a round of bill validation testing	R	A		R	R			
T 7	Bill Validation – Issue Corrections	Correction of issues found during bill validation. This could be in the form of changes to configuration, training for Client , development, etc.	R	A		R	R			
T 8	Bill Validation Testing Acceptance	A sign off provided by the Client that represents acknowledgment that the	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		Client has reviewed the testing results and approves the results of the testing round								
T 9	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		R	R			
T 10	Integration Testing – Issue Resolution	Correction of issues found during integration testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		C	C			
T 11	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			
T 12	Execute Functional Testing	Activities required to complete a round of functional testing	A	R		R	R			
T 13	Functional Testing – Issue Identification	Identification of issues found during functional testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		R	R			
T 14	Functional Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 15	Functional Testing – Issue Resolution - Client	Resolve issues identified in testing.				A	R			
T 16	Functional Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results and approves the results of the testing round.	C	C		A	R			
T 17	Execute User Acceptance Testing	Final testing performed by the Client Key Users and any identified testers prior to system sign-off. Security, Modifications and Reports testing will be performed as part of UAT.	C	C		A	A	R		
T 18	User Acceptance Testing – Issue Identification	Identification of issues found during user acceptance testing. This could be in the form of changes to configuration, training for the Client , development, etc.	A	R		R	R	R		
T 19	User Acceptance Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			
T 20	User Acceptance Testing – Issue Resolution - Client	Resolve issues identified in testing.	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 21	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		

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

SpryPoint and the **Client** will develop a Cutover Plan prior to the proposed Go-Live date. **SpryPoint** and the **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 reports 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, documented, and made ready for operations?
- 4. Resource Readiness.** Are all the end-users trained? Is the **Client's** staff trained to deal with problem-solving during the business cycle?

3.7.1. Deploy – Go Live Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing must be completed and signed off on.
- Bill Validation Testing must be completed and signed off on.
- All issues marked as required for Go-Live must be completed and signed off on.
- All SpryCIS and SpryEngage product enhancements and integrations marked as required for Go-Live must be completed, tested, and signed off on.
- Converted data has been validated, balances, any discrepancies can be explained and signed off on.
- Successful Mock Go live conducted within timings threshold. All issues marked as required for Go-live have been completed and signed off.
- Day 1 Go live Environments have been provisioned.
- Required training is completed and signed off on.
- Cutover plan has been signed off on, including Rollback plan. Pre-cutover activities are scheduled/running to plan.
- Approved Go Decision from SpryPoint Stakeholders
- Approved Client Go Decision from Client Stakeholders



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 needs 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 and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**. The Client will be required to contribute to this cut over plan and provide approval.

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 Prerequisites to determine the readiness for Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

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

Step 1 – SpryPoint Internal Go/No Go Decision

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

Step 2 – SpryPoint/Client Go/No Go Decision

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



3.7.4. Deploy – End User Training Material

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

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** 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.

All training will be done on the Client's environment with Client data and configurations.

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 – Job Aid

As part of the implementation, **SpryPoint** will provide Job Aids that can be used to supplement the product training manuals to help Client users with using the system. Job Aids will take the form of checklists, one-pagers that break down a small piece of a work task, images, flowcharts, and other aids that support end users with their day-to-day system tasks. The Client may use this information to help them build their specific operating procedures.

3.7.7. Deploy – Mock Go Live

The Mock Go-Live acts as a dress rehearsal for the actual Go-Live weekend and Monday morning activities. This practice run is used to ensure everyone understands their roles and responsibilities for the actual Go-Live. In addition, it allows **SpryPoint** to validate the schedule and timings for the cutover weekend. This includes any manual entries required after the completed conversion and validation of all reporting. Some users will be asked to run testing to ensure they understand what is going to happen when the business opens on Monday morning.



It should be noted that while Go Live happens over a weekend, the Mock Go Live does not need to happen over a weekend. However, it is the expectation that both SpryPoint and the Client will dedicate resources for these activities in the manner that would occur doing the actual the Go Live weekend,

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

3.7.8. 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.

3.7.9. Deploy – Go Live

This phase includes the system shutdown time when the cut-over 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 cut-over plan are completed, and validation is performed to ensure everything is in place to open the office.

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

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
D 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
D 2	SpryPoint Internal Go/No Decision	An internal SpryPoint meeting where the Client's readiness for Go-Live is reviewed.	A	R	R	I				
D 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	C	R	R		R
D 4	End User Training	Training for users is teaching them how to use the SpryPoint products, as identified in the training plan.	A	R		C	R		R	
D 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
D 6	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users.				A	C		R	

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
D 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
D 8	Practice Session(s)	The time an end user(s) spends practicing what they learned in training sessions.				C	R		A	
D 9	Mock Go Live	A complete dress rehearsal of the Go-Live activities to ensure all parties understand their role in Go-Live.	A	R		R	R			I
D 10	Final Data Conversion Exports	All activities required to complete the final data conversion exports from the legacy system.	A	R		C	C			
D 11	Final Data Conversion Imports	All activities required to complete the final data conversion import in the production system.	R	A		C	C			
D 12	Go-Live Activities	Complete all cutover activities as defined in the cutover plan.	A	R	I	R	R		R	I
D 13	Issues Log Updates	The issues log that gets updated with any issues that occur during cutover.	A	R		R	R			
D 14	Go Live Sign off	A document that confirms that the system is ready for production use and that the Client is ready to begin using	R	R	I	A	R			C



Statement of Work

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		the SpryPoint solution(s) as the system of record.								

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

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, as defined in section 1, and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

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 60 calendar days with the goal to complete 2 full billing cycles (assuming monthly billing cycle).

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

At the end of the post Go-Live stabilization period a punch list is created. This list contains:

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

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 introductory 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 Client 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 Project parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation



portion of the contract is completed, the system is accepted by the **Client** and the Project is deemed closed.

This occurs when the following are met:

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 the Client within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. 1. and 2. above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

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

3.8.4. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
O 1	Refresher Training	Any identified and agreed upon refresher training completed.	A	R		R	R		R	
O 2	Transition Documentation	SpryPoint Internal Documentation used to provide the Customer Success Team information about the Client and their project.	A	R	R					
O 3	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details.	A	R	R	I				
O 4	Transition to Customer Success Meeting	A meeting was held with SpryPoint to introduce them to the Customer Success Team and how they work with them.	A	R	R	R	R			I
O 5	Finalize Punchlist	A document that lists any open items that need to be resolved as part of the scope of the product.	A	R	I	R	R			
O 6	Signoff on Punchlist	Acknowledgement, by the Client that they have reviewed the punch list and they agree to it.	R			A	R			I
O 7	Project Close Out Document	A document that summarizes project details.	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
O 8	Project Close Out Signoff	Acknowledgement, by the Client that all SOW deliverables have been completed and the project has been signed off on 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 (PM)

SpryPoint uses a highly structured and layered project management methodology, which relies on detailed and complete project plans, to determine who is working on each task, 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 the 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, the delivery of change management, 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 their resources and project tasks. Both project managers will need to work together and retain authority for day-to-day project decisions and ensure project success.

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 the **Client** and **SpryPoint** management. Weekly meetings will be held to review overall status, schedule, and open issues noted in the status report.

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

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



			Project Team (as required)
Project Status Reports	Monthly	PDF	N/A
Updates to the project plan	Weekly	Kantata	N/A
PM Status meeting	Every second week	Zoom	SpryPoint PM, Client PM
Risk Log	Bi-Monthly	Google Sheet/Excel	N/A
Executive Steering Committee	Every second month	Zoom	SpryPoint PM, Client PM, SpryPoint Executive Sponsor, Client Executive Sponsor
Issue Log	Weekly	Google Sheet/Excel	N/A

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

3.9.3. Acceptance Period

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



3.9.4. Agreed Severity Definitions

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

Severity Level	Example
1 – Urgent	<p>The 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.</p> <p>Critical business function(s) cannot be performed, and/or a key component is unavailable or is non-functional. There is no immediate workaround.</p> <p>Urgent issues have top priority until resolved. Examples of Severity 1 Issues includes but are not limited to:</p> <ul style="list-style-type: none">• 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.• Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint
2 – Critical	<p>The Client's business is operational but the ability to perform business functions is severely impacted,</p> <p>A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.</p> <p>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, financials.</p> <p>Examples of Severity 2 issues include but are not limited to:</p> <ul style="list-style-type: none">• 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)
3 – Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting the Client's efficient use of the service. The business is operational with reduced efficiency.</p> <p>Examples of Severity 3 issues includes but are not limited to:</p> <ul style="list-style-type: none">• Single account issue• Business function has a slight restriction of function of non-critical nature• A workaround is required to maintain normal operations• Non-performance impacting defect
4 – Not Urgent	<p>The service is fully functional but may contain a cosmetic flaw or misspelling. There is no operational, financial, or customer impact.</p>



	Examples of Severity 4 issues include, but may not be limited to: <ul style="list-style-type: none">• A button is out of alignment on the user interface• Question regarding configuration or functionality• General inquiries
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3.9.5. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestones, delivery criteria and payment timelines are noted below and in Exhibit G - Milestones.

On a monthly basis, the **SpryPoint** Project Manager will submit a list of milestones that have been completed for review and approval to the Client Project Manager. Service deliverables shall be accepted or rejected within 5 consecutive business days from the time of submission for acceptance. Service deliverables will be considered accepted with written approval from the **Client**. In the event the **Client** does not provide written approval or feedback within the agreed upon time period **SpryPoint** may invoice the milestone. The use or partial use of any service deliverable in a Production Environment constitutes acceptance of that service deliverable but only to the extent of such use or partial use.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective service deliverable to the **Client** Project Manager, or the **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 for the Milestone(s). If the Milestone is rejected the **SpryPoint** Project Manager will review the reason and work with the **Client's** 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.

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 ("the Change"). All Changes will be



documented and approved, regardless of whether there is an associated cost for the change.

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

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

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

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.
- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

During implementation, work to execute any approved project Changes will be completed at a price of \$200USD per hour.

3.9.7. Issues and Risk Management

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

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



- Communicate issue resolution

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 its 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. A project issue can include anything from a business process change, to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

*Client to provide escalation path by project start.

Escalation Path	SpryPoint	Client
Level 5	CEO	
Level 4	Executive Sponsor	
Level 3	Director of Client Solutions	
Level 2	Project Manager	Project Manager – Berry Moise
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 be completed Monday through Friday, when working remotely. If work is being completed onsite all meeting times will be scheduled Monday through Thursday, with Friday being a travel day for the **SpryPoint** project team. In the event scheduled project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be



mutually agreed upon by both parties and scheduled a minimum of three (3) weeks in advance.

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	2025	2026	2027
New Year's Day	January 1	January 1	January 1
Islander Day/Family Day	February 17	February 16	February 15
Good Friday	April 18	April 3	March 26
Victoria Day	May 19	May 18	May 24
Canada Day	July 1	July 1	July 1
Civic Holiday	August 4	August 3	August 2
Labor Day	September 1	September 7	September 6
National Day of Truth & Reconciliation	September 30	September 30	September 30
Thanksgiving	October 13	October 12	October 11
Remembrance Day	November 11	November 11	November 11
Christmas Day	December 25	December 25	December 25
Boxing Day	December 26	December 26	December 26

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

Client Observed Holidays

Holiday	2025	2026	2027
New Year's Day	January 1	January 1	January 1
Martin Luther King Jr. Birthday	January 20	January 19	January 18
President's Day	February 17	February 16	February 15
Memorial Day	May 26	May 25	May 31
Independence Day	July 4	July 3	July 5
Labor Day	September 1	September 7	September 6
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 27	November 26	November 25
Day-After Thanksgiving	November 28	November 27	November 26
Christmas Day	December 25	December 25	December 24

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

3.9.10. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Project Sponsors. This review will take place monthly via a Zoom meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month's Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

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



Upon completion of this meeting the SpryPoint Project Manager will distribute meeting minutes including a list of action items and who is assigned to them.

3.9.11. Project Management Reoccurring Deliverables

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

Communication Method	Description
Shared Project Folders	Via the used 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 summarizes 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 updated in the SpryPoint Project Tool, called Wrike. Access can be granted to the Client to see the project plan.
Risk Log	Report that lists risks, probability, impact, status, and responsible resources.
Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
Issue Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path.



Note: If the **Client** prefers to use SharePoint as the site for sharing/storing files, **SpryPoint** will agree to this. However, the **Client** is required to provide and support the SharePoint infrastructure and provide access to the **SpryPoint** team members at no cost to **SpryPoint**.

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

4.1. Integrations

The integrations and their requirements are outlined in the table below. Any integrations or requirement not outlined below will be considered out of scope. In addition, it is the responsibility of the Client to ensure that test sites are available to support testing activities.

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

No.	Integration Name	Integration Details
INT1	Infor ERP (GL & AP)	<p>SpryCIS supports standard financial integrations for many ERP applications. The integration typically includes:</p> <ul style="list-style-type: none">• General ledger export file. This file contains all financial transactions that impacted the general ledger since the previous export. The financial transactions can be in detail or summarized by GL account, as required by the client. The file is automatically generated by SpryCIS on a configurable schedule (typically nightly), and then



		<p>uploaded to an SFTP server, where it can be accessed by the financial system. Uploading the file to the finance system can be manual or automated, depending on the capabilities of the application.</p> <ul style="list-style-type: none">• Accounts payable export file. SpryPoint supports generating and printing checks directly within SpryCIS. However, if the client would prefer to print checks from the finance system, we can optionally generate an accounts payable export file. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and voucher amount. The file is generated manually from SpryCIS, by selecting a date range of which vouchers to include, or via a scheduled export to an SFTP server. <p>SpryCIS has several standard GL and AP file formats to select from. If the finance system is not compatible with any of the existing file formats, SpryPoint will work with the client to gather requirements and develop a new file format or API-based integration that meets the financial system's specifications.</p>
INT2	Catalis (Lockbox Payment File)	<p>SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-separated values (CSV). This feature provides the ability to accommodate various lockbox/payment import processes without needing additional development. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call.</p>
INT3	Cityworks (Asset Management)	<p>SpryPoint maintains a standard interface with Cityworks that offers a versatile solution for enhancing communication between SpryCIS and Cityworks. This integration is built with the flexibility to empower City administrators in streamlining and optimizing their</p>



		<p>business processes, all managed through configuration settings in the interface.</p> <p>SpryCIS leverages Cityworks REST APIs for real-time information exchange. The key components of this integration include:</p> <ul style="list-style-type: none">• Mapping SpryCIS service order types to Cityworks work order templates, which includes custom field mapping. This allows administrators to configure field operations to be completed in SpryMobile or Cityworks on an order-to-order basis.• Real-time creation of work orders in Cityworks when service orders are created in SpryCIS. If service orders of a certain type only need to be in Cityworks for informational purposes, orders can be synced to Cityworks on completion instead of creation. Data synced to Cityworks includes: status, scheduled date, work order template, comments, created by user, geo coordinates, and SpryCIS order number.• Scheduled monitoring by SpryCIS for work order updates in Cityworks. Work order updates can trigger various back-office service order actions in SpryCIS, including user notifications, charge creation, alerts, and access to Cityworks fields from the service order page in SpryCIS.• Bidirectional synchronization of premises and service point data between Cityworks and SpryCIS, covering details such as meter box information, service point location, and coordinates.• Work orders created in Cityworks can be synchronized back to SpryCIS, provided they are mapped to a service order type and a premise that exists within SpryCIS. This allows field technicians to initiate field activities in Cityworks without requiring direct access to SpryCIS or time-consuming manual processes. <p>Note: The availability of specific integration functionalities may vary depending on the version and installation type of Cityworks in use at the utility. Older versions of Cityworks may provide less integration capability than current versions. The client must also</p>
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		have a license to use Cityworks' APIs. This integration does not support on-premise installations of Cityworks.
INT4	FDR Alliance LLC (Collection Agency)	<p>As part of the collections process within SpryCIS, a collection step can initiate the accounts that become eligible for agency collection. These parameters include dollar threshold, number of days past due, prior collection steps processed before and account status. At this point a user can confirm the accounts being processed to a collection agency, which will track the event on the account and as an alert for easy visibility by all users.</p> <p>Based on the processed collections events, SpryCIS can create an export file for the collection agency which is typically exported in a CSV format. The CSV format can be configured to match the requirements of the collections agency. During discovery, SpryPoint will work with the collections agency to identify if additional fields are needed to support the requirements of the collections agency.</p> <p>SpryPoint can also configure a payment import file format to allow import of payments from the collection agency to be applied against accounts in SpryCIS.</p>
INT5	Cisco Phone System (CTI/Screen Pop)	<p>SpryCIS supports special pages to support CTI screen pops from phone systems. This does not require any development or configuration within SpryCIS.</p> <p>For phone systems which pass in an ANI (phone number), the URL in SpryCIS is:</p> <p>Using URL parameter: {hostname}/account/lookupByPhoneNumber/{ANI or phone number}</p> <p>Using query parameter: {hostname}/account/lookupByPhoneNumber?ani={ANI or phone number}</p>



INT6	GIS (Esri)	<p>SpryCIS and SpryMobile include standard Esri ArcGIS integration capabilities. These capabilities include:</p> <ul style="list-style-type: none">• Administrators may configure SpryCIS and SpryMobile to connect to ArcGIS web services using basic or OAuth 2.0 authentication.• Administrators may display layers from ArcGIS web services (Feature Services, Map Services and Image Services) directly within the SpryPoint applications. These layers are overlaid on maps and easily toggled on or off. This allows users of SpryMobile and SpryCIS to view their infrastructure components, to pan, zoom, search and select, and ultimately perform operations by location and proximity to drive their workflows. Attribute data that describes various infrastructure components is pulled from the customer's GIS through these services for display on maps.• SpryMobile supports the automatic update of SpryMobile asset records when new assets are created or updated in ArcGIS Online, as well as a reverse process to push any assets created or modified in SpryMobile to ArcGIS Online. This is only supported on work orders and asset management, not meter-related orders.• Where GIS is the system of record for premises-related data such as street address, drainage basin, pressure zone, etc, a customer may wish to export their premises data from a GIS to SpryCIS. SpryCIS can ingest a premises master data file from GIS to update premises details to match the value in GIS. This integration requires developer involvement to work with the client to build the file format specifications and map data from GIS to SpryCIS.<ul style="list-style-type: none">◦ Roadmap item for Q4 2025: Bi-directional data sync via API between SpryCIS and GIS.• In cases where your GIS administrators wish to use data within SpryPoint applications in GIS layers, SpryPoint includes a read-only database service which can be used as a data source for GIS services. GIS administrators can also access
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		and export data from SpryCIS using built-in report tools such as Metabase.
INT7	Sensus AMI (Metering)	<p>SpryCIS supports a standard metering integration for Sensus Analytics and FlexNet. This integration includes:</p> <ul style="list-style-type: none">• Scheduled nightly master file exchange. This operation generates a SpryCIS-to-Sensus VFLEX file and uploads the file to a Sensus SFTP site. The file is based on Sensus VFLEX file format specification. Note that Sensus Analytics might require additional configuration to accept SpryCIS VFLEX files.• Import of meter reading information from standard Sensus AMR file format. SpryCIS supports both a fixed width and CSV format that includes the following fields: meter number, register number, remote number, current reading, and read date. This file is downloaded from Sensus and uploaded to SpryCIS manually. <p>The meter reading import file format is configurable in Sensus. In order to support the integration with SpryCIS, the client may need to work with Sensus to update their existing file format configuration.</p>
INT7.1	Sensus AMI Remote turn on/turn off	<p>Fort Lauderdale requires the ability to perform automated remote disconnect and reconnects via Sensus MultiSpeak APIs. The disconnects should be triggered automatically from SpryCIS by generating a service order from the collections process. The reconnects should be triggered automatically when a customer pays their total past due amount, without requiring intervention from a CSR.</p> <p>While SpryCIS does not currently support this type of integration with Sensus AMI, it is supported for other AMI providers. SpryPoint will enhance SpryCIS to support an integration with Sensus' MultiSpeak APIs, which will include the following:</p>



		<ul style="list-style-type: none">• Ability to trigger a remote disconnect/turn off automatically from a service order, or manually from the meter page.• Ability to trigger a remote turn on automatically from a service order, or manually from the meter page. <p>This approach assumes that a MultiSpeak API can be provided by Sensus. Appropriate API documentation and access to Sensus APIs are required to develop this functionality.</p>
INT8	AdComp Kiosk Payments	<p>Fort Lauderdale requires an API based integration between AdComp and SpryCIS. This integration will support:</p> <ul style="list-style-type: none">• Looking up accounts by account number or address• Viewing current balance• Making payments against one or more accounts at a time.• Payments made at the kiosk will be updated in SpryCIS in real-time. <p>SpryCIS has existing APIs that can be used to make payments and lookup accounts. SpryPoint will provide the appropriate API documentation.</p> <ul style="list-style-type: none">• GET <code>{base_url}/integrations/lookupAccountInfoByAccountNumber/:accountNumber</code>• POST <code>{base_url}/api/payment/create</code> <p>If AdComp cannot use the existing APIs and requires new APIs to be developed, those can be developed with an additional cost.</p>
INT9	Ensign+	<p>The Ensign+ to SpryCIS integration allows meters that were exchanged or installed in Ensign+ to be ingested into SpryCIS. As long as the appropriate meters and remotes are already in inventory in SpryCIS, importing the file from Ensign+ into SpryCIS will replace existing in-service meters with the new meters and create out-and-in-readings. It can also optionally update the meter</p>



		<p>reading route to the AMI route, and backfill service orders to track the completed work.</p> <p>The meter installation files are manually exported from Ensign+ and manually uploaded to SpryCIS.</p> <p>SpryPoint can provide the file specifications for the supported file format. If any additional data or fields need to be added to the file format, SpryPoint will work with the client to identify those and make adjustments. This will require additional scope.</p>
INT10	VPie	<p>VPie will be used for all warranty-related meter work performed by Core+Main. This includes meter replacements, repairs, etc. The goal is for this work to be triggered in SpryCIS, synced to VPie, actioned in VPie, and then synced back to SpryCIS. A real-time sync is not necessary. However, since SpryCIS is the system of record for meter inventory, it is important to sync any meter-related updates back to SpryCIS, such as remote replacements, meter replacements, meter readings, etc.</p> <p>To support this integration, SpryCIS will reuse the file-based Ensign+ integration (see above). SpryCIS will send a list of meters to VPie using the "Export Meters" functionality, and reimport a list of meter/remote installations from VPie using the "Import Meter Installations" functionality. Any validation/data issues will be flagged and actioned manually.</p> <p>SpryPoint will utilize our existing Ensign+ file formats to export and import the data from VPie.</p> <p>Note: SpryMobile will continue to be used for non-warranty meter service orders.</p>
INT11	Wells Fargo (ACH)	<p>SpryCIS facilitates NACHA payment processing as standard functionality. This encompasses secure storage and verification of banking data, organizing and grouping NACHA payment batches, generating NACHA-compliant payment files, and managing prenotes.</p>



INT12	Payment Processor (SpryWallet)	<p>Features of SpryWallet include:</p> <ol style="list-style-type: none">1. Store Wallet Items<ul style="list-style-type: none">○ SpryWallet enables authenticated customers to securely save and manage multiple payment methods, referred to as "wallet items," for future transactions. This feature streamlines the payment process by allowing customers to quickly select a stored payment option when making payments, enrolling in Autopay, or scheduling payments through SpryEngage.2. Account Payments<ul style="list-style-type: none">○ Customers can make immediate account payments via SpryEngage using a wallet item saved in their "My Wallet" section.○ This feature allows authenticated customers to quickly and easily make payments on multiple utility accounts by selecting a stored payment method (wallet item) without needing to manually enter credit card details.○ Customers can choose which accounts to pay, adjust payment amounts before confirming the payment.3. One Time Payments<ul style="list-style-type: none">○ The One-Time Payment feature in SpryEngage offers a quick and easy way for customers to make immediate payments on their utility accounts without needing to log into the customer portal.
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		<ul style="list-style-type: none">○ This is ideal for customers who want a hassle-free experience without the need for an account or for those making payments on behalf of someone else. <p>4. Autopay (Pre-Authorized Payment - PAP) Registration</p> <ul style="list-style-type: none">○ Customers can register their utility accounts for autopay using a stored wallet item.○ When registering into Autopay, SpryEngage will pass the credit card token to SpryCIS so that it gets stored as part of the customer "Preauthorized Payment Profile"○ SpryCIS automatically processes payments for upcoming bills without requiring any action from the customer once it is set up. <p>5. Scheduled Payments</p> <ul style="list-style-type: none">○ Customers can set up one-time scheduled payments using their stored wallet items.○ Scheduled payments allow the customer to choose a specific future date on which their payment will be processed.○ SpryEngage handles the scheduling of payments and sends the request to SpryCIS, which then processes the payment through SpryWallet on the designated date. <p><i>Note: if a different payment processor is selected, a change order may be required.</i></p>
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4.2. Enhancements

No.	Enhancement Name	Enhancement Details
EN1	Agree to terms and conditions for remote water turn on.	SpryEngage will implement a mandatory agreement step in SpryWallet for customers whose water services have been shut off and who wish to reconnect. Before these customers can make a payment, they must explicitly agree to the City's Terms and Conditions for service reconnection.

5.Travel

SpryPoint estimates that the Project will require forty-five (45) "Travel Events". A "Travel Event" is defined as an activity whereby an individual member of SpryPoint's staff travels to the Client's location to conduct Project related activities for the agreed to number of consecutive days. For clarity, if multiple members of SpryPoint's staff travel to the Client's location each SpryPoint staff member's travel will constitute a separate Travel Event regardless of whether the travel is concurrent.

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

Reimbursable Travel Event expenses include but are not limited to:

- \$75 per diem for meals (no receipts provided)
- airfare (receipts provided)
- hotel (receipts provided)
- parking (receipts provided)
- car rental (receipts provided)
- taxi (receipts provided)
- mileage (receipts provided)
- tolls (receipts provided)
- WIFI/internet fees (receipts provided)

For Client's budgetary planning purposes, SpryPoint estimates that the above referenced Travel Events will total approximately \$100,000 USD and will be billed as incurred.



6. Project Assumptions

The following project assumptions apply to this project:

6.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact on the Project.
2. All prices are quoted in US Dollars and do not include any applicable taxes.
3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
4. 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.
5. All changes to the SOW shall be managed in accordance with the Agreed upon Change process.
6. The **Client** will make resources available to assist with data extraction, data mapping, 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 with 24-hour notice when possible, 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 the **Client** tasks and responsibilities.



15. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
16. The **Client** is willing to implement **SpryPoint's** "Best Practices" to minimize the need for software customizations within reason.

6.2. System Testing Assumptions:

1. **SpryPoint** and the **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.
2. The **Client** will review, participate in, 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. The **Client** will be responsible for signing off on testing results.

6.3. Training Assumptions:

1. The **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. The **Client** may use these training materials for any subsequent training classes.
3. The **Client** will provide users with specific times to participate in the required training.
4. The **Client** has the facilities and will provide the necessary logistics support for all training sessions including training rooms, training workstations, and any other necessary training supplies needed.
5. The **Client** will ensure end-user attendance during training.
6. The **Client** will schedule and promote user practice sessions, to ensure use of the system after training is completed.

6.4. Production Readiness and Cutover Assumptions:

1. The **Client** will be responsible for conducting an acceptance test of the completed System as delivered by **SpryPoint**, at the completion of the testing activities.
2. **SpryPoint**, with assistance of the **Client**, will develop a mutual agreement regarding the Go-Live plan and schedule.



3. **SpryPoint**, with assistance of the **Client**, will stage all aspects of the System in preparation for production cutover.
4. **SpryPoint**, with assistance of the **Client**, will conduct production cutover activities.

7. Appendices

7.1. 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 the Client's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the Client
Agreement Date	The date on which both the Client and SpryPoint have both executed the Master Agreement.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client's business calendar.
Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the Client .
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the Client's future state processes. This design work will address operational and organizational changes



	required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other week.
Bi-Weekly	This activity will happen twice a week.
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Change	A request by the Client to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the System to have the System perform the Client's specific user requirements. Configuration does not require programmatic software changes.
Cut Over	Includes all activities required to prepare the Systems for the transition of the new SpryPoint CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities SpryPoint and the Client deem necessary.



Data Acceptance Testing (DAT)	Testing performed by the Client Subject Matter Experts after each data conversion iteration. During DAT, the Client not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.
Delivery	Defined as information, documentation or an approved object provided to the Client for review, feedback and/or acceptance.
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the Client's business.
Legacy CIS	References the Client's old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the Client revenue at the time of Go-Live.
Organizational Change	The activities, events, processes, and procedures that are employed for handling transformation from one system



Management (OCM)	environment to another; this relates mainly to the people and business processes.
Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards.
Performance Testing	This testing will exercise the System to ensure the Client will achieve the stated performance goals.
Price	The total cost for implementation & expenses to deliver the SpryPoint Solutions as noted in this SOW and other Exhibits to the Agreement.
Project	The completion conversion of the Client's Legacy CIS over to the SpryPoint System solutions as agreed upon as part of the SOW and Price.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service- a.k.a System	The SpryPoint Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.
Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Matrix	A worksheet that identifies accounting periods, account numbers, financial transactions and other expected results for testing purposes.



Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the Client , where SpryPoint is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.

7.2. Milestone Schedule

Milestones				
<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>	<u>Milestone Description</u>	<u>Amount</u>
1	Initiation	Environment Deployment	Complete the following deliverables: - Staging and Prod environments setup with one client user setup	\$1,600.00
2	Initiation	Foundation Training	Complete the following deliverables: - Completion of Foundations Training	\$11,600.00
3	Initiation	Data Review & Data Strategy	Complete the following deliverables: - Completion of Data Review - Provide Client Data Review Report -Data Strategy Delivered to Client	\$20,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
4	Analysis	Project Kickoff	Complete the following Deliverables: - Mobile Project Team - Conduct Project Kickoff - Prepare project infrastructure - Detailed Analysis Workshop schedule complete	\$3,200.00
5	Analysis	Analysis Workshops - SpryCIS	Complete the following deliverables: - Agenda provided - Complete Analysis Workshops	\$17,600.00
6	Analysis	Analysis Workshops - SpryMobile	Complete the following deliverables: - Agenda provided - Complete Analysis Workshops	\$4,800.00
7	Analysis	Analysis Report Delivery	Complete the following deliverables: - Deliver Analysis Report to client for review	\$8,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
8	Analysis	Analysis Report Signoff	Complete the following deliverables: - Analysis Report Updates - Analysis Report Review & Approval	\$8,000.00
9	Analysis	Data Conversion Mapping	Complete the following deliverables: - Provide data mapping templates - Support initial data mapping activities	\$8,400.00
10	Analysis	Report & Dashboard Plan	Complete the following deliverables: - Report & Dashboard Analysis Completed - Report & Dashboard Plan Signed Off	\$8,000.00
11	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan - Sign off Training Plan	\$3,200.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
12	Analysis	Testing Plan	Complete the following deliverables: - Deliver Testing Plan - Sign off Testing Plan	\$1,600.00
13	Configuration	Configuration - Initial SpryCIS Configuration	Complete the following deliverables: - Update Configuration Workbooks - Configuration workshops as required to support initial configuration - Initial configuration completed in Production System - Initial configuration approval	\$22,400.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
14	Configuration	Configuration - Initial SpryMobile Configuration	Complete the following deliverables: <ul style="list-style-type: none">- Configuration Workbooks completed- Configuration workshops as required to support initial configuration- Initial configuration completed in Production System- Initial Configuration approval	\$8,000.00
15	Configuration	Data Iteration 1	Complete the following deliverables as required for Data Iteration: <ul style="list-style-type: none">- Develop/Update data import routines- Create & deliver data conversion validation reports- Load iteration data in staging environment"	\$20,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
16	Configuration	Bill Statement	Complete the following deliverables: - Initial delivery and review of bill statement - 2nd delivery of bill statement ready for Client testing	\$12,000.00
17	Configuration	Collections Documents	Complete the following deliverables: - Initial delivery and review of Collection documents - 2nd delivery of Collections document ready for Client testing	\$12,000.00
18	Configuration	Core Team Training	Complete the following deliverables: - Completed training for Core team Members	\$11,800.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
19	Test	Data Iteration 1.1	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$15,000.00
20	Test	Data Iteration 2.0	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$20,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
21	Test	Data Iteration 2.1	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$10,000.00
22	Test	Data Iteration 2.2	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$10,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
23	Test	Data Iteration 3.0	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$10,000.00
24	Test	Data Iteration 3.1	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$10,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
25	Test	Data Archive (Test)	Complete the following deliverables as required for Data Iteration: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$2,800.00
26	Test	Data Archive (Live)	Complete the following deliverables as required for Data Iteration: - Load iteration data in production environment"	\$1,600.00
27	Test	Functional Test Cases	Complete the following deliverables : - Deliver to client out of the box Functional Test Cases	\$4,800.00
28	Test	Functional Testing R1	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$14,400.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
29	Test	Functional Testing R2	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$12,800.00
30	Test	Configuration - SpryCIS Configuration Review	Complete the following deliverables: - Updates to the configuration workbook - Completed configuration changes in Production System - Configuration approval	\$22,400.00
31	Test	Configuration - SpryMobile Configuration Review	Complete the following deliverables: - Updates to the configuration workbook - Completed configuration changes in Production System - Configuration signoff	\$8,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
32	Test	Bill Validation Testing Round 1	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client -Signoff Bill Validation R1	\$10,000.00
33	Test	Bill Validation Testing Round 2	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client -Signoff Bill Validation R2	\$9,600.00
34	Test	Bill Validation Testing Round 3	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client -Signoff Bill Validation R3	\$8,000.00
35	Test	Integration Test Cases	Complete the following deliverables : - Deliver to client out of the box Integration Test Cases	\$4,800.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
36	Test	Integration Testing R1	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$8,400.00
37	Test	Integration Testing R2	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$8,000.00
38	Configuration	Configuration - SpryCIS Configuration Finalized	Complete the following deliverables: - Updates to the configuration workbook - Completed configuration changes in Production System - Configuration signoff	\$14,400.00
39	Configuration	Configuration - SpryMobile Configuration Finalized	Complete the following deliverables: - Updates to the configuration workbook - Completed configuration changes in Production System - Configuration signoff	\$4,800.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
40	Test	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing	\$11,800.00
41	Test	User Acceptance Test Cases	Complete the following deliverables : - Deliver to client out of the box User Acceptance Test Cases"	\$2,400.00
42	Test	User Acceptance Testing R1	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$6,400.00
43	Test	User Acceptance Testing R2	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$6,400.00
44	Deploy	End User Training 1	Complete the following deliverables: - CSRs and Billing end users trained	\$12,800.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
45	Deploy	End User Training 2	Complete the following deliverables: - Field Service end users trained	\$8,000.00
46	Deploy	Mock Go-Live 1	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled - Execute Mock Go Live -Signoff Mock Go Live	\$8,000.00
47	Deploy	Mock Go-Live 2	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled - Execute Mock Go Live -Signoff Mock Go Live	\$8,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
48	Deploy	Data Iteration 4	Complete the following deliverables as required for Data Iteration 4: Update mapping as required Run data import scripts Create & deliver data conversion validation reports Load iteration data in environment	\$8,200.00
49	Deploy	Go-Live	Complete the following deliverables: - Go Live Plan Developed - Go/No Go Decision - Go Live Activities Completed - SpryPoint - Go Live Signoff - Issue Log Updated	\$32,000.00
50	Operate	Post Go-Live Support Month 1	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$54,400.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
51	Operate	Post Go-Live Support Month 2	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$32,000.00
52	Operate	Post Go-Live Support Month 3	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$16,000.00
53	Operate	Project Close Out	Complete the following deliverables: - All contractual items delivered - All P1 and P2 items completed - Plan for any remaining punch list items - All documents signed off	\$1,600.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
54	Configuration	Reporting 1	Complete the following deliverables: - 50% Updates and custom reports per the report plan in staging environment for client review	\$8,000.00
55	Configuration	Reporting 2	Complete the following deliverables: - 50% Updates and custom reports per the report plan in staging environment for client review	\$8,000.00
56	Configuration	Dashboards 1	Complete the following deliverables: - 50% Updates and custom dashboards per the dashboard plan in staging environment for client review	\$8,000.00
57	Configuration	Dashboards 2	Complete the following deliverables: - 50% Updates and custom dashboards per the dashboard plan in staging environment for client review	\$8,000.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
58	Configuration	Integration - Infor ERP (GL & AP)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 16,000
59	Configuration	Integration - Catalis (Lockbox Payment File)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 1,600
60	Configuration	Integration - Cityworks (Work Orders & Asset Management)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 4,200
61	Configuration	Integration - Collection Agency (FDR Alliance)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 4,800
62	Configuration	Integration - Cisco Computer Telephony (CTI)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 3,200

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
63	Configuration	Integration - GIS (Esri)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 1,600
64	Configuration	Integration - Sensus AMI (Metering)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 8,000
65	Configuration	Integration - Sensus AMI Remote turn on/turn off	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 8,000
66	Configuration	Integration - Adcomp (Kiosk Payments)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 4,800
67	Configuration	Integration - Ensign + (File)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 1,600
68	Configuration	Integration - Vpie (File)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 4,800

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
69	Configuration	Integration - Wells Fargo (ACH)	Complete the following deliverables: Integration in staging environment and ready for testing	\$ 1,600
70	Configuration	Integration - SpryWallet Payment Processor	Complete the following deliverables: Integration in staging environment and ready for testing	\$ -
71	Configuration	Enhancement - SpryCIS & SpryWallet (Remote Turn-On Disclaimer Language)	Complete the following deliverables: Enhancement in staging environment and ready for testing	\$ 4,000
PM001	Project Management	PM Month 1	PM activities per the SOW	\$11,150.00
PM002	Project Management	PM Month 2	PM activities per the SOW	\$11,150.00
PM003	Project Management	PM Month 3	PM activities per the SOW	\$11,150.00
PM004	Project Management	PM Month 4	PM activities per the SOW	\$11,150.00
PM005	Project Management	PM Month 5	PM activities per the SOW	\$11,150.00
PM006	Project Management	PM Month 6	PM activities per the SOW	\$11,150.00
PM007	Project Management	PM Month 7	PM activities per the SOW	\$11,150.00

Milestones

Milestone	Phase	Milestone Name	Milestone Description	Amount
PM008	Project Management	PM Month 8	PM activities per the SOW	\$11,150.00
PM009	Project Management	PM Month 9	PM activities per the SOW	\$11,150.00
PM010	Project Management	PM Month 10	PM activities per the SOW	\$11,150.00
PM011	Project Management	PM Month 11	PM activities per the SOW	\$11,150.00
PM012	Project Management	PM Month 12	PM activities per the SOW	\$11,150.00
PM013	Project Management	PM Month 13	PM activities per the SOW	\$11,150.00
PM014	Project Management	PM Month 14	PM activities per the SOW	\$11,150.00
PM015	Project Management	PM Month 15	PM activities per the SOW	\$11,150.00
PM016	Project Management	PM Month 16	PM activities per the SOW	\$11,000.00
PM017	Project Management	PM Month 17	PM activities per the SOW	\$11,000.00
PM018	Project Management	PM Month 18	PM activities per the SOW	\$10,750.00
TOTAL				\$896,200.00

Exhibit G

SpryWallet Order Form

1) Client Information

This SpryWallet Order Form ("Order Form") is entered into by SpryPoint Services, Inc. ("SpryPoint") and Client and is subject to the terms and conditions of the Master Subscription Agreement (the "Agreement") between the Parties. The Order Form shall come into effect on the date signed by the Parties ("Effective Date").

Name ("Client" or "Sub-Merchant")	City of Fort Lauderdale
Client Billing Contact Name	
Client Billing Contact Phone Number	
Client Billing Contact Email	
Client Billing Address	

2) Initial Term

The initial term of the subscriptions for SpryWallet will commence on the Effective Date and continue for a period of five (5) years. Following the initial term, SpryWallet shall automatically renew for successive terms of one (1) year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the then current term or the Service has been otherwise terminated in accordance with the Agreement.

3) Invoicing and Payment Terms

Annual SpryWallet Subscription Fee is in United States Dollars. The Annual SpryWallet Subscription Fee for the initial year will be invoiced upon contract execution. Thereafter, Client's annual SpryWallet Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client's subscription. All invoices are due net 45 days from the date of the invoice.

All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net forty-five (45) days from the invoice date. Late payments may accrue interest at the rate of 1.5% per month or the amount allowed by the Florida Local Government Prompt Payment Act, whichever is less. All payment obligations are non-cancelable, and all payments made are non-refundable, except as agreed to by the Parties in the Client Subscription Agreement. SpryPoint, without limiting its other rights and remedies, reserves the right to suspend the Service until such amounts are paid in full. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.

Implementation and Professional Services fees, if applicable, will be invoiced per the applicable SOW, change order, or as otherwise mutually agreed and are not reflected herein.

4) Service Modification.

A change to the Service, including but not limited to the addition of a new SpryPoint application or a change to the Client's usage metric quantity for a SpryPoint application. Service Modifications will be captured in an Order Form.

5) Term and Termination

This Agreement shall be valid as of the Effective Date and remain in effect until terminated pursuant to the terms contained herein.

6) SpryPoint SpryWallet Subscription Fee

Initial SpryWallet Subscription Fee	Annual
	\$0.00

7) Fees and Special Terms

a) Payrix Sub Merchant Agreement

For the avoidance of doubt, "SpryWallet" means the payment processing services provided by Payrix Solutions, LLC and its successors and assigns ("Payrix"). Client's use of SpryWallet shall be subject to the additional terms and conditions, a binding separate agreement between Payrix and Client, set forth as "Attachment A" to this SpryWallet Order Form (Payrix Sub Merchant Agreement). For clarity, by signing this SpryWallet Order Form, Client is correspondingly agreeing to the terms of the Payrix Sub Merchant Agreement.

b) SpryWallet Transaction Fees

SpryWallet Transaction fees related to the payment processing services, as outlined below, are separate from and in addition to the Annual SpryWallet Subscription Fee.

c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ORDER FORM OR THE AGREEMENT, (A) ANY SPRYPOINT INDEMNIFICATION OBLIGATIONS SET OUT IN THE AGREEMENT WILL NOT APPLY TO SPRYWALLET; (B) SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO SPRYWALLET; AND (C) IN NO EVENT WILL SPRYPOINT HAVE ANY LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH SPRYWALLET EVEN IF CLIENT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES AND AGREES

THAT ITS EXCLUSIVE RECOURSE AND REMEDIES IN RESPECT OF SPRYWALLET WILL BE TO PAYRIX IN ACCORDANCE WITH ITS AGREEMENT TO THE PAYRIX SUB MERCHANT AGREEMENT ATTACHED HERETO.

d) Interactive Voice Response Functionality and Outbound Communications (“IVR”)

- i) License.** For and in consideration for the payment of all fees and charges paid to SpryPoint, as provided in the Order Form, SpryPoint hereby licenses to Client non-exclusive access to its proprietary IVR for Client’s internal use only.
- ii) Indemnification.** Client agrees it will not use the IVR in any manner, shape or form that violates any local, state or federal law or regulation (including without limitation violations of Fair Debt Collection Practices Act, 15 U.S.C. § 1692 –1692p) and to the extent legally permissible will defend and hold SpryPoint and its licensor harmless from and against any and all claims and will indemnify SpryPoint and its licensor against any and all costs, fines, penalties, causes of action, allegations, suits, and claims, including reasonable attorney’s fees and expenses as a result of any act by Client. Likewise, SpryPoint agrees it will not use the design or establish service in any manner, shape or form that results in an intellectual property rights infringement claim by any third party and will hold Client harmless from any and all claims and will indemnify Client from and against any and all costs and claims, including reasonable attorney’s fees as a result of any third party intellectual property rights infringement claim against SpryPoint or its licensor.
- iii) Legal Compliance.** Client shall comply with all applicable laws, regulations, or other requirements of any governmental authority which relate to or affect this Agreement and the Client’s performance hereunder. Notwithstanding anything to the contrary in the Client Agreement or other agreement between the parties, Client shall be responsible for compliance with all applicable laws and regulations related to the call flows, content, prompts, and data flows and the Client’s benefits and uses of the IVR, and the instructions and directions in the use of the IVR that it has provided. Although neither SpryPoint nor its licensor provides legal advice to Client, Client understands and acknowledges and shall comply with all laws, rules, and regulations regarding do not call lists, legal calling times, and dialing cellular numbers, and shall abide by all applicable laws, rules, and regulations while implementing or using IVR.
- iv) No Warranty.** NEITHER SPRYPOINT NOR ITS LICENSOR MAKES ANY WARRANTY OR ANY REPRESENTATION, EXPRESS OR IMPLIED WRITTEN OR ORAL, RELATING TO THE IVR UNDER THIS AGREEMENT OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY THAT THE SERVICES ARE FIT FOR ANY PARTICULAR PURPOSES OR OF MERCHANTABILITY, AS THE IVR IS PROVIDED “AS IS”. CLIENT AGREES THAT NEITHER SPRYPOINT NOR LICENSOR WARRANTS THE IVR OR ITS SERVICES WILL BE ERROR FREE OR OPERATED UNINTERRUPTED, AND THAT NEITHER SPRYPOINT NOR LICENSOR WILL BE HELD RESPONSIBLE IN

ANY MANNER, SHAPE OR FORM FOR ANY FAILURE OF THE IVR OR ITS SERVICES TO PERFORM ANY PARTICULAR FUNCTION. In the event of a breach of this warranty by SpryPoint or any licensor, SpryPoint will use reasonable efforts to attempt to resume provision of the IVR. Client acknowledges IVR or its services is provided through telephone and electronic devices and shall not hold SpryPoint or any licensor responsible for any failure due to technical or electronic failures. Further, neither SpryPoint nor licensor is responsible for any poor result as a result of judgments and choices made by Client in using any IVR service.

e) Equipment/Third Party Services. The following provisions apply if you elect to purchase equipment from us at any time.

- i) Equipment Terms of Use and Sale.** As requested by you and upon our approval, we may sell credit card authenticators ("Equipment") to you in connection with this Agreement. You agree that we may substitute a comparably valued device making up the Equipment in the event the device you selected is out of stock or otherwise not currently available to us and/or if we reasonably believe that the requested Equipment is not compatible with your POS software or other equipment. Except as otherwise set forth in Section 1. b below, you acknowledge that we provide the Equipment to you on an 'as is' basis, with no representations or warranties. You agree to release and hold us harmless from any claims relating to any breach of manufacturer's or third party's warranties and that we are not to be liable to you for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from inoperable, defective or otherwise non-working Equipment. You are solely responsible for complying with the Operating Regulations and Laws regarding your use of the Equipment.
- ii) Equipment Support.** We agree to provide limited technical support for installation and operation of the Equipment and to deliver to you any available product warranties provided by the manufacturer of the Equipment or other third party. We have no liability or responsibility for fulfilling the terms of the manufacturers or other third-party warranties, if any. Your sole recourse relating to the manufacturers or other third-party warranty shall be through the manufacturer or, as applicable, the third party. We agree to assist you in the repair or replacement of the Equipment, if necessary, as determined by us, and subject to additional charges and/or required documentation. If we replace the Equipment pursuant to the above sentence, you agree to return the original Equipment, at your sole cost and expense, within 10 calendar days of your receipt of the replacement equipment.
- iii) Use of the Equipment.** The operating instructions will instruct you in the proper use of the Equipment, and you shall use and operate the Equipment only in such manner. Our suppliers are intended third-party beneficiaries of this Agreement to the extent any terms pertain to our suppliers' ownership rights. Our suppliers have the right to rely on and directly enforce the applicable terms of this Agreement against you.

- iv) Software.** You acknowledge that any Equipment provided under this Agreement is embedded with proprietary technology ("Software"). You shall not obtain title, copyrights or any other proprietary right to any Software. At all times, we or our suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. You shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, and/or create any derivative work based on such Software. Your use of such Software shall be limited to that expressly authorized by us.
- v) Fees.** You agree to pay the fees and costs set forth in any approved Order Form or amendment or addendum to the Agreement.
- f)** By signing this Amendment, you acknowledge receipt of the Payrix Sub-Merchant Terms and Conditions along with the Direct Agreement and Bank Disclosures and that the signer has read and understands all of the terms and conditions provided in the above listed documents.

(continued on following page)

8) SpryWallet Fee Schedule *

All amounts reflected are in \$USD.

Type	Description	Pricing Basis	Price
POS Devices	Ingenico Lane 3600 Devices (Estimated = 3 devices)	Per Device	\$500
Online Payment Processing Fees (Charged to Client's end- user)**	Charge per card (transactions < \$60)	Per Transaction	\$1.50
	Charge per card (transactions > \$60)	Per Transaction	2.50%
	Charge per eCheck/ACH Transaction	Per Transaction	\$0
IVR Payment Processing Fees (Charged to Client's end- user)**	Charge per card (transactions < \$60)	Per Transaction	\$1.50
	Charge per card (transactions > \$60)	Per Transaction	2.50%
Additional Standard Fees (Charged to Client)	eCheck Return	Per Transaction	\$20.00
	eCheck Verification	Per Account Verified	\$1.00
	Credit Card Retrieval or Chargeback	Per Transaction	\$15.00
	Arbitration Case	Per Occurrence	\$50.00
Optional Fees (Charged to Client)	Credit Card Account Updater Monthly Fee	Per Month	\$100.00
	Credit Card Account Updater	Per Card Updated	\$1.50
	Next Day Funding (Credit Cards Only)	Per Day	\$1.50

** Client acknowledges that SpryWallet Fees may be modified upon not less than 120 days' prior notice to Client. Client acknowledges that additional fees may apply for additional functionality including but not limited to eCheck refunds, eCheck refund reversals, eCheck notification of change, Credit Card Retrieval Requests, ACH representment, Per failure or NOC funding.*

*** SpryWallet Service Fees will be collected in addition to relevant end-user bill payment totals. Upon written notice, SpryPoint may apply different limits per transactions as required to support user adoption and/or to mitigate risk.*



Exhibit H – Statement of Work



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Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint** Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, and City of Fort Lauderdale ("the **Client**") with offices at 100 N. Andrews Avenue, Fort Lauderdale, FL, United States.

The scope of this statement of work is to implement SpryWallet with the following supported features.

Payment Method:	Definition/Term Description
In Person	
Credit Card	Visa, MC, AMEX, Discover
Check	Check or Digitized check via OCR , or ICL .
Device Type	Ingenico Lane 3600
Number of Devices	3

Payment Method:	Definition/Term Description
Online	
Credit Card	Visa, MC, AMEX, Discover
Check	ACH/eCheck

Assumptions

The following assumptions have been applied to this statement of work:

- The SpryWallet implementation will run in parallel to the Client's SpryCIS, SpryEngage, SpryMobile Field Service implementation and the go-lives for both projects will occur at the same time.

Note: If these assumptions are not valid then a change order will be required

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
Business Day	One regular workday (Monday through Friday).
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation may be used to facilitate testing and training.
Change Management	The activities, events, processes and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
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.
Configuration	Process of setting up software to perform Client's specific user requirements.
Cut Over	Includes all activities required to prepare the systems for the transition of SpryWallet to production processing.
Gap Analysis	Discovery workshops to document existing business processes and determine new processes using the SpryWallet.

Definition/Term Name	Definition/Term Description
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time or batch mode.
Performance Testing	This testing will exercise the system to ensure the Client will achieve agreed upon performance between Client and SpryPoint.
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.
SpryWallet	The SpryPoint payment processing solution which will be implemented and used by Client to manage their utilities payments.
Test Plan	Document that outlines a strategy or approach for testing.
Test Scripts	A series of actions, functions, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing that will be conducted after all Integration testing. This phase will test all aspects of the system.

Severity Definitions

The following severity definitions will be applied to issues during the implementation

Severity Level	Definitions
Severity 1 – Critical	Definition: The entire system is down. Includes the inability to access any portion of the system, log into the system or no response from the system, or responses resulting in error pages.
Severity 2	Definition: A major functional area of the system is inaccessible. Any database errors or connectivity errors preventing login of these functional areas work be classified under this priority level.
Severity 3	Definition: A task or action within a major functional area is accessible in the system but may be causing an error in the logical workflow.
Severity 4	Definition: A task or action within a major functional area is accessible in the system but may be causing an error in the logical workflow of the business, and there is a workaround for the error to fulfill the workflow.

Scope

SpryPoint shall use its implementation methodology to deliver SpryWallet. The methodology encompasses Project Management tasks and the following phases:

- Initiation (Client Onboarding)
- Analysis & Configuration
- Training
- Testing
- Deployment
- Operate

These items define the scope of project activities that will be provided by SpryPoint.

Project Management and Project Governance

SpryPoint and the Client Project Managers shall be jointly responsible for all project management activities. All project management activities will be managed in accordance with and as part of the Project Governance of Client's SpryCIS, SpryEngage, SpryMobile Field Service implementation.

Initiation

SpryPoint will work with the Client to gather the required information to onboard the client to the payment processor platform and obtain their Merchant Identification Number.

Analysis

The purpose of the Gap Analysis is to gather information needed to complete the configuration of SpryWallet. A SpryPoint team member will lead workshops involving appropriate SpryPoint project resources and Client business process experts to discuss requirements, processes and identify if there are any gaps. Validating business requirements and system configuration.

SpryPoint Activities

- Develop Workshop agenda with input from Client
- Prior to interviews, SpryPoint staff will familiarize themselves with the Client's current processes using available material provided by the Client's, personal interviews, and other such information as needed
- Conduct workshops to confirm current business processes and discuss possible organizational changes which will result from implementing SpryWallet.
- Identify modifications or configuration changes required for recommended business changes
- Conduct additional interviews to define requirements for:
 - Token Migration - understand the current payment vendor in place and the ability to receive the current payment tokens to be used for SpryWallet implementation.
 - Reporting – review the reports that are needed in the operational areas. SpryPoint will provide reports which are already available and identify which reports need to be modified or developed to satisfy business needs.

Client Activities

- Prior to each session, the Client will research and come prepared with current policy, procedures, and expected system outcomes.
- Ensure that required Client staff attend appropriate sessions.
- Provide existing process flows and report requirements.

Note: Analysis will be completed as part of the overall SpryCIS/SpryEngage analysis workshops.

Software Configuration

This phase involves the setup and configuration of SpryWallet based on departmental needs.

SpryPoint Activities

- Work together with the client to configure the solution based on customer input and information gathered during the gap analysis.

Client Activities

- Provide additional information as requested to ensure an accurate understanding of the functionality, as needed.

Token Migration

A successful import of existing token data is a major pillar to a successful implementation of the solution. If the Client's current Payment Processor can provide the required data, SpryPoint will migrate this information.

SpryPoint Activities

- This will include a detailed mapping of tokenized information between the existing payment vendor solution and SpryWallet.
- Understand current customers enrolled in ACH/PAP programs, Credit Card AutoPay, as well as any flagged customers for payment method decline (ie. No check accepted etc).

Client Activities

- Work with the current vendor for token information. .
- Provide input into data mapping.
- Assist in testing the converted data in the SpryPoint system.

Included in scope is one (1) test conversion and one (1) go live conversion

Training

This phase addresses how training will be conducted, scheduling logistics, and training topics. The end-user training will be performed by SpryPoint staff.

Training will be completed as part of the End User Training of the Client's SpryCIS, SpryEngage, SpryMobile Field Service implementation.

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

Testing

All testing will be completed as part of the Integration testing and managed as defined in the Integration testing section Client's SpryCIS, SpryEngage, SpryMobile Field Service implementation.

User Acceptance Testing

All User Acceptance Testing will be completed as part of the User Acceptance Testing and managed as defined in the User Acceptance testing sections Client's SpryCIS, SpryEngage, SpryMobile Field Service implementation.

User Acceptance Testing must be completed and Client sign off must be obtained prior to Cutover.

Cutover

Cutover includes the transition to using SpryWallet as the system of record to manage Client's payment processing.

The cutover for SpryWallet will be completed at the same time as the cutover for the SpryCIS, SpryEngage, SpryMobile Field Service implementation.

Post Go Live Improvements & Support

The purpose of this phase is to ensure complete and successful transfer to SpryWallet and to continue to refine processes and identify areas for improvement. SpryPoint

Implementation team will work directly with the Client to ensure SpryWallet is well understood and functioning properly.

The Post Go Live Support will be aligned with the Post Go Live Support period and managed as defined in the Statement of Work period of your SpryCIS, SpryEngage, SpryMobile implementation.

Project Close Out

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

This occurs when the following are met:

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 the Client within the 15-business day period, the items will be considered approved. Client must have received training as defined in the SOW on the SpryPoint Products and know how to use the system.

Appendix

Token Migration Audit Checklist

1. Token Format & Structure

- **Token format valid**
Tokens follow expected pattern (e.g., starts with `tok_`, alphanumeric)
 - **No malformed tokens**
No corrupted, truncated, or invalid token entries
-

2. Metadata Accuracy

- **Valid expiry dates**
Month between 1–12, and year within expected range (e.g., 2024–2035)
 - **Valid last 4 digits**
Must be 4 digits and match known PAN suffix
 - **Card type matches**
(If included) VISA / MasterCard / AMEX matches the customer's known card type
-

3. Sample Validation

- **Token sample verified**
Sample (5–10%) of records verified with original vault or masked PANs
 - **\$0 or \$1 authorizations successful**
Sample tokens validated by performing real authorization (in test or production)
-

4. Record Reconciliation



- **Record count matches**
Source and destination vaults contain the same number of tokens
- **No duplicate tokens or customer IDs**
Each customer or token appears only once
- **All customer IDs present**
No orphaned tokens without associated customer records

5. Security & Compliance

- **Secure transfer method used**
Migration performed via encrypted API, SFTP, or secure token exchange
- **PCI compliance verified**
Both vendors are PCI DSS-compliant; compliance certificates are available

6. Post-Migration Testing & Reporting

- **Live test transactions succeed**
New vendor tokens work in live environment for actual purchases
- **All logs maintained**
Migration actions and validation results are logged for audit and rollback
- **Reconciliation report generated**
Final report prepared and signed off with validation results

Notes and Links

- **Migration date:** _____
- **Migration team/contact:** _____
- **Link to reconciliation report:** _____
- **Link to logs or audit documentation:** _____

Attachment A

PAYRIX SUB-MERCHANT AGREEMENT

TERMS AND CONDITIONS

Version: 04.2024

These terms and conditions are part of the binding Agreement between Payrix and the City of Fort Lauderdale ("Sub-Merchant"). Capitalized terms used in this Agreement not otherwise defined herein are defined in the **Glossary** set forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:

1. **Payrix Services.** The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate. The Payrix Services additionally include the services set forth in Addendum A – General Services Addendum.
2. **Account.** So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement, and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.
3. **Prohibited Merchants.** All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.
4. **Prohibited Activities.** It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sublicense any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.
5. **Application.** On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its Guarantor (if required by Payrix) and principals. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity. Sub-Merchant will elect on the Application to accept (full acceptance) or not accept (limited acceptance) Cards for payment. A full acceptance Sub-Merchant will accept all valid Cards unless Sub-Merchant provides thirty (30) days written notice to Payrix requesting limited acceptance and stating Sub-Merchant's election of Card types. Limited acceptance is not

applicable to non-US issued Cards and is in all instances subject to the Rules. Sub-Merchant will prominently display Card signage provided by Payrix in its place(s) of business and the type of signage displayed will be in accordance with the Payment Networks accepted by Sub-Merchant and if Sub-Merchant participates in full or limited acceptance.

6. **Customers.** Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal. If Sub-Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying itself and its Transactions, issuing any required reports and receipts, and making any required tax or other filings.
7. **Payrix Regulatory Status.** Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.
8. **Platform Services and Third Party Servicers.** Payrix assists in enabling Platforms to help Sub-Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third Party Servicer. It is ultimately Sub-Merchant's responsibility to ensure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.
9. **Equipment/Third Party Services.** The following provisions apply if Sub-Merchant elects to purchase supplies or purchase, rent, or otherwise use equipment from Payrix at any time:
 - (i) **Equipment Terms of Use and Sale.** As requested by Sub-Merchant and upon Payrix's approval, Payrix may lease, rent, sell or otherwise provide Equipment to Sub-Merchant in connection with this Agreement. Sub-Merchant agrees that Payrix may substitute a comparably valued device making up the Equipment in the event the device Sub-Merchant selected is out of stock or otherwise not currently available to Payrix and/or if Payrix reasonably believes that the requested Equipment is not compatible with Sub-Merchant's POS software or other equipment. Except as otherwise set forth in (ii) of this section below, Sub-Merchant acknowledges that Payrix provides the Equipment to Sub-Merchant on an 'as is' basis, with no representations or warranties. Sub-Merchant agrees to release and hold Payrix harmless from any claims relating to any breach of manufacturer's or third party's warranties and that Payrix is not liable to Sub-Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from inoperable, defective or otherwise non-working Equipment. Sub-Merchant is solely responsible for complying with the Payment Network Rules and applicable laws regarding Sub-Merchant's use of the Equipment.
 - (ii) **Equipment Support.** Payrix agrees to provide limited technical support for installation and operation of the Equipment and to deliver to Sub-Merchant any available product warranties provided by the manufacturer of the Equipment or other third party. Payrix has no liability or responsibility for fulfilling the terms of the manufacturer or other third-party warranties, if any. Sub-Merchant's sole recourse relating to the manufacturer or other third-party warranty shall be through the manufacturer or, as applicable, the third party. Payrix or the Platform may assist Sub-Merchant in the repair or replacement of the Equipment if necessary, as determined by Payrix or Platform, and subject to additional charges and/or required documentation. If Payrix or the Platform replaces the Equipment pursuant to the above sentence, Sub-Merchant agrees to return the original Equipment, at Sub-Merchant's sole cost and expense, within ten (10) calendar days of Sub-Merchant's receipt of the replacement Equipment.
 - (iii) **Use of the Equipment.** The operating instructions will instruct Sub-Merchant in the proper use of the Equipment, and Sub-Merchant shall use and operate the Equipment only in such manner. Sub-Merchant agrees that Sub-Merchant will not acquire any title or proprietary right to any Equipment leased, rented, or otherwise provided free of charge by Payrix or Platform. Sub-Merchant will protect all such Equipment from loss, theft, damage or any legal encumbrance and will allow Payrix or Platform or other Payrix's designated representatives reasonable access to Sub-Merchant's premises for repair, removal, modification, installation and relocation of the Equipment. Payrix's suppliers, including where applicable, Platform, are intended third-party beneficiaries of this Agreement to the extent any terms pertain to Payrix's suppliers' ownership rights. Payrix's suppliers have the right to rely on and directly enforce the applicable terms of this Agreement against Sub-Merchant. Except for Equipment Sub-Merchant purchases, Sub-Merchant shall not permit the Equipment to be used by any other person or entity or at any address other than Sub-Merchant's address set forth in the Sub-Merchant Application without Payrix's express written consent. With respect to any item of Equipment Payrix or Platform provides to Sub-Merchant, Sub-Merchant will not be liable for normal wear and tear, provided, however, that Sub-Merchant will be liable to Payrix in the event that an item of Equipment is lost, destroyed, stolen or rendered inoperable. Sub-Merchant agrees that Sub-Merchant's indemnification obligations under this Agreement apply to Sub-Merchant's use of the Equipment. Any unused equipment in its original packaging purchased from Payrix hereunder may be returned to Payrix at Sub-Merchant's expense within sixty (60) calendar days of receipt. Sub-Merchant shall receive a refund of any money paid, exclusive of shipping charges, in connection therewith subject to a re-stocking fee of an amount equal to twenty percent (20%) of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) calendar days.
 - (iv) **Software.** Sub-Merchant acknowledges that any Equipment provided under this Agreement is embedded with proprietary technology ("Software"). Sub-Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, Payrix or Payrix's suppliers retain all rights to such Software, including

but not limited to updates, enhancements and additions. Sub-Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, and/or create any derivative work based on such Software. Sub-Merchant's use of such Software shall be limited to that expressly authorized by Payrix. In the event the Equipment requires additional Software, Sub-Merchant is obligated to cooperate with Payrix and Platform for the receipt and installation of such Software and/or to participate in a dial in or other down-load procedure.

- (v) **Fees and Discontinued Use of Equipment.** Sub-Merchant agrees to pay the lease, rental, and other fees and costs set forth in the Application or any order form or amendment or addendum to the Agreement, from the date on which the Equipment is provided to Sub-Merchant and continuing thereafter as provided in this Agreement. Furthermore, for any Equipment provided to Sub-Merchant not included in the Application, order form, amendment, or addendum, Sub-Merchant agrees to pay the suggested retail price or Payrix's standard list price for the Equipment as invoiced to Sub-Merchant by Payrix or Platform. If Payrix or Platform provides Sub-Merchant Equipment at no cost, or Sub-Merchant rents or leases Equipment from Payrix, within fourteen (14) calendar days from the earlier of: (i) the end of the lease or rental term; (ii) upon such time that Sub-Merchant discontinues transmitting Customer Transactions through the Equipment to Payrix for a period of thirty (30) calendar days; or (iii) Sub-Merchant has not submitted a transaction to Payrix within thirty (30) calendar days of the date Payrix provides Sub-Merchant the Equipment, Sub-Merchant agrees to, either: (a) return the Equipment to Payrix or Platform at Sub-Merchant's sole cost and expense, if so instructed by Payrix; or (b) otherwise pay the equipment non-return/non-use fee of up to \$999.00 per device unless expressly otherwise agreed in writing. In the event Sub-Merchant discontinues transmitting customer transactions through the Equipment to Payrix for a period of thirty (30) calendar days within the initial term of the lease or rental, Sub-Merchant agrees that the monthly lease or rental fee set forth in the Application shall apply for the remainder of such initial term which monthly lease or rental fee will be accelerated and immediately charged to Sub-Merchant.
10. **Credit Check Consent; Financial Information.** In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to: any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting agency may not give out information about Sub-Merchant to Payrix without Sub-Merchant's written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.
11. **Fees.** Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s), or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.
12. **Transaction Authorizations.** Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed \$10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC 8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools, Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain in full force and effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.
13. **Settlement.** Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant's legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank

account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant's perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant's bank account(s).

14. **Sub-Merchant Transaction Disclosure and Privacy Policy.** Sub-Merchant must not: (i) Require a Customer to complete a postcard or similar device that includes the Customer's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) Add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately; (iii) Assess a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) Request or use a card account number for any purpose other than as payment for its goods or services; (v) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) Disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency. In this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant; (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) Enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if the initial ACH Transaction was returned for insufficient or uncollected funds. Sub-Merchant may pursue payment from the Customer outside the Payrix Services; (ix) Accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) Accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (xi) Enter into interchange a Transaction that represents collection of a dishonored check; (xii) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xiii) Change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiv) Request a Card Verification Value₂ ("CVV₂") for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xv) Submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.
15. **Reserves.** Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.
16. **Customer Data Security and Compliance.** If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
17. **Taxes.** Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.
18. **Refunds and Returns.** Sub-Merchant agrees to process returns of and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.
19. **Chargeback Liability.** The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction or other reasons under the NACHA

Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

20. **Recoupment of Funds Owing to Payrix.** Where amounts are owing from Sub-Merchant to Payrix hereunder, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third party collection agent.
21. **Escheatment.** If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.
22. **Recordkeeping.** Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.
23. **Term and Termination.** The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Sub-Merchant is a local government entity subject to Public Records laws. Any documents or information that are public records pursuant to Florida law must be retained by Payrix, or delivered to Sub-Merchant's custody upon termination of this Agreement. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.
24. **Marks/IP.** Sub-Merchant may use the trademarks and service marks of Payrix, and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.
25. **Indemnification.** Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials. Payrix shall indemnify, defend and hold Sub-Merchant, and its respective employees, officials, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to errors solely on the part of Payrix, its Processor and all third parties sub-contractors under the control of Payrix that assist in providing the Payrix Services.
26. **Sub-Merchant Representations.** Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vi) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (vii) except in the ordinary course of business, no Transaction submitted

by Sub-Merchant through the Payrix Services will represent a sale to any principal, partner, proprietor, or owner of Sub-Merchant entity; and (viii) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

27. **No Warranties.** THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
28. **Limitation of Liability.** PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S AND BANK'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED \$10,000. PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III) DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION RECEIVED BY PAYRIX OR PROCESSOR (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICERS, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) BANK, PAYRIX OR ONE OF PAYRIX'S SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.
29. **Direct Merchant Status.** Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than \$1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at <https://portal.payrix.com/terms>, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) \$1,000,000 in a rolling twelve month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the **American Express Program** requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.
30. **Sub-Merchant Obligations with Respect to ACH Transactions.** Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:
 - (i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.
 - (ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.
 - (iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.
 - (iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.
 - (v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an "Originator" under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have "commercially reasonable" processes in place that validate routing numbers and verify that its Customer's bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.
 - (vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.
31. **Confidentiality.** Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant's duties and obligations hereunder. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this section specifically

enforced, and Sub-Merchant's breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

32. **Venue.** 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.**
33. **Governing Law.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Florida applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Broward County, FL shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
34. **Limitation on Time to Initiate a Dispute.** INTENTIONALLY DELETED.
35. **Amendment of Agreement.** Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. Sub-Merchant may terminate this Agreement upon Payrix's notice of any change to this Agreement; if Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted the change(s) and/or addition(s).
36. **Independent Contractors.** The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.
37. **Guaranty.** INTENTIONALLY DELETED.
38. **Assignment.** The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.
39. **Electronic Signatures, Notices and Electronic Communication.** When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, support@payrix.com, and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery.
40. **Whole Agreement; No Waiver; Severability.** No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Furthermore, if Sub-Merchant is a governmental entity, its obligations under this Agreement are subject to the limits or restrictions that may be provided in applicable state and local rules or laws. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.
41. **Survival.** Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.
42. **Special Association Considerations.** There are a few special rules regarding your participation in the Discover and American Express Card programs.
 - A. **Discover.** Payrix has no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).
 - B. **American Express.** The following terms apply only to Sub-Merchant's American Express Program (see the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide> for capitalized terms).
 - i. **Exchange of Information.** Sub-Merchant authorizes Payrix to exchange transaction and settlement information with American Express on Sub-Merchant's behalf.
 - ii. **American Express Program Terms.** Sub-Merchant agrees to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at <http://www.americanexpress.com/merchantopguide>.
 - iii. **Disclosure and Use of Information.** Payrix may disclose Transaction Data, Sub-Merchant Data, and other information about Sub-Merchant to American Express. American Express may use the disclosed information for any lawful business purpose.

- iv. **Direct Card Acceptance.** In the event Sub-Merchant Charge Volume exceeds (1) \$1,000,000 in a rolling twelve month period, or (2) \$100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.
- v. **Bona Fide Sales, Encumbrances, Assignment.** Sub-Merchant shall only sell *bona fide* goods and services at its establishment(s). Sub-Merchant Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it is due under the Agreement to a third party. However, Sub-Merchant may sell and assign future transaction receivables to Payrix or Payrix's affiliated entities and/or any other cash advance funding source Payrix (or its affiliates) partner with.
- vi. **Third Party Beneficiary.** This Agreement confers third party beneficiary rights in American Express for enforcing terms against Sub-Merchant. It imposes no obligations on American Express.
- vii. **Opting Out.** Sub-Merchant may opt out of accepting American Express Cards in writing without affecting Sub-Merchant's rights to accept other payment products.
- viii. **Termination.** Payrix may terminate Sub-Merchant's right to accept American Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or any other activity justifying termination.
- ix. **Right to Bill and Collect Chargebacks.** Sub-Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, Sub-Merchant has fully paid for the charge, and Sub-Merchant otherwise has the right to do so.
- x. **Removal of Licensed Marks.** Sub-Merchant agrees to remove any American Express Licensed Marks from its website or any other location when its participation in the Program ends.
- xi. **Refund Policies.** Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.
- xii. **Participation under American Express Program or EA Program.** If Sub-Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.

43. **Glossary.**

"ACH" means the Automated Clearing House.

"ACH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.

"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.

"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.

"American Express" means American Express Travel Related Services Company Inc.

"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.

"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks.

"Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.

"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.

"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services.

"Customer" means a client, customer or donor of Sub-Merchant.

"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.

"Discover" means Discover Financial Services, Inc.

"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.

"Equipment" means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprints, authorization terminals and other similar devices, printers, software, and credit card authenticators.

"Fees" means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.

"Guarantor" means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.

"Mastercard" means Mastercard International Incorporated.

"NACHA" means the National Automated Clearinghouse Association.

"NACHA Rules" means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended or modified from time to time.

"Payment Network" means Visa, Mastercard, Discover, American Express, NACHA and such other payment networks as Payrix indicates are compatible with the Payrix Services.

"Payment Network Rules" means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.

"Payrix" means Payrix Solutions, LLC and its successors and assigns.

"Payrix Services" means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.

"PCI DSS" means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.

"Penalties" means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant's (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

"Platform" means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.

"Platform Fees" are those fees occurring in connection with Sub-Merchant's use of a Platform.

"Processor" means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. Payrix currently uses two processors: FIS with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384 and Wells Fargo Merchant Services with an address of PO Box 6079, Concord, CA 94524.

"Product" means any product or service offered for sale or sold by Sub-Merchant.

"Prohibited Activity" means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.

"Reserve" means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.

"Return" means the return of an ACH Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.

"Reversal" means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.

"Rules" means the Payment Network Rules and the NACHA Rules.

"Service Delivery Process" means Payrix's then standard methods of communication, service and support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.

"Site" means www.payrix.com.

"Sub-Merchant" means the Person accepting the Agreement and receiving Payrix Services thereunder.

"Third Party Sender" has the meaning assigned to such term in the NACHA Rules and includes a third party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

"Third Party Servicer" means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.

"Transaction" means an ACH Transaction or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.

"Visa" means Visa U.S.A., Inc., Visa International.

PROHIBITED ACTIVITY SCHEDULE

"Prohibited Activity" means: any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; investment or "get rich quick" merchants, businesses or programs; I marijuana dispensaries and related products or services; marketing activities involving "pay only for shipping" and/or "free trial" periods; medical equipment; multi-level marketing businesses, pyramid or Ponzi schemes; merchants using negative options, , or similar continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; and internet auctions. In addition and included as a Prohibited Activity, merchant may not use the Payrix Services for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others, this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Payrix, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Payrix or Payrix's business partners; sending or receiving what Payrix considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Payrix; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Payrix may use evidence other than merchant account information to determine whether merchant controls an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Payrix to be unauthorized, illegal, or criminal.