

**MODIFICATION NO. 1
TO AGREEMENT 21103
Utility Billing Service for Lake County Public Works**

This Modification to Agreement 21103 (“**Modification**”) is made effective upon signing by Lake County, IL (“**County**”) and Advanced Utility Systems (“**AUS**”), with principal offices at 2235 Sheppard Avenue East, Toronto ON M2J5B5. The County and AUS are referred to as the “**Parties**.”

RECITALS

WHEREAS,

1. AUS was awarded a contract by the County to implement a Utility Billing Service for Lake County Public Works (LCPW), which was executed on February 9, 2021.
2. LCPW went live with the new system in June 2023. It was always LCPW’s intent to implement a single sign-on solution to make the customer portal more efficient. However, as part of the project plan it was determined that this would be integrated post go live.
3. AUS presented the MyMeter solution, a product of Accelerated Innovations, a company which AUS has a long-standing partnership and a history of successful integrations. LCPW has determined this is the best solution.
4. The Parties have agreed to amend the terms of the Agreement as set forth in this Modification.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Agreement shall be modified as follows:

Modification of existing sections of Agreement 21103:

Master Professional Services, Section 2. Services a) Statement of Work.

The statement of work related to this modification is set forth in Attachment “A”, appended hereto.

Master Professional Services, Section 3 Fees a. Fees.

The County agrees to pay AUS the fees set forth in the Fees & Payment Schedule listed in Attachment “A”, appended hereto.

Additional terms for MyMeter Product.

As between the County and the provider of the third party MyMeter product, Accelerated Innovations, the terms appended hereto as Attachment “B” shall apply.

The MyMeter product is a hosted solution provided subject to the support and Service Level guidelines appended hereto as Attachment “C”. It is specifically understood that these guidelines will apply ONLY to the My Meter product added pursuant to this Modification.

The Parties agree that this is being provided so that the County understands the license terms, but further agree that nothing herein shall affect the Parties rights in and between

one another. AUS remains responsible for supervising and overseeing the work of its contractors.

CONTRACT MODIFICATION ATTACHMENTS

- Attachment A: Statement of Work dated May 28, 2024
- Attachment B: MyMeter Utility License
- Attachment C: Service Availability and Support Services

REMAINING PROVISIONS: The remaining provisions of the Agreement are not amended by this Modification and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Lake County

Advanced Utility Systems

Name: Yvette Albarran

Title: Purchasing Agent

Date: _____



Name: Jared Brandon

Title: VP, Sales & Marketing

Date: August 7, 2024

ATTACHMENT "A"



Lake County, IL

Customer Engagement Portal
Accelerated Innovations – MyMeter

Statement of Work

Contact:

David Batterman
Director, Business Development
(T) (416) 530-2700
dbatterman@advancedutility.com

5/28/2024

Scope of Services

This Statement of Work (“SOW”) defines a business transaction between Advanced Utility Systems (“AUS”) and Accelerated Innovations (“AI”) in which the latter will provide consulting services related to a specific Accelerated Innovations service offering or a customized service. This document establishes the scope for the work to be performed; defines the context of the work; describes specific tasks, activities, and deliverables; and identifies responsibilities for both parties. It is specifically understood that Accelerated Innovations products are provided pursuant to the terms and conditions set forth in Appendix A.

Overview

Lake County would like to implement the MyMeter solution and integrate it with CIS version 4 and would like to implement the following features within the MyMeter solution.

Project Scope

The scope of this project is defined as:

- Customer Data Integration
- Billing Data Integration
- Transaction Data Integration
- Update eBill Status
- Update Mailing Address (all at Customer Level) in CIS Infinity
- Update Phone in CIS Infinity
- Update Email in CIS Infinity
- Start, Stop, Transfer of Service
- Service Requests
- Payment Arrangements
- Enter Meter Read
- Bill Payment
- Bill Presentment
- MyMeter Managed Auto Pay
- CIS Infinity Managed Auto Pay
- AMI Data Presentment
- Test Environment

- Branded Mobile App

Integration Scope

Accelerated Innovations will lead overall integration activities in terms of working with Lake County to define the data, messaging, and interfaces required at the MyMeter customer portal. For Standard integrations, AUS is responsible for extracting data from its systems and integrating to MyMeter in accordance with the format and specifications as advised by Accelerated Innovations. For integration Customization, Accelerated Innovations is responsible for designing and implementing custom interfaces in accordance with Lake County provided technical requirements, also defined within this SOW.

The final integration diagram for Phase 1 will be defined and documented at the conclusion of project planning and design activities and is subject to formal Lake County approval. At the time of writing this SOW, the MyMeter customer portal will at least integrate to Lake County systems as shown in the table below.

Table 1. MyMeter Integrations

#	System	Integration Use Case	Interface Type	Approach
1	Utility CIS ("CIS Infinity")			
1.1		Customer Data	Standard Integration via REST API	<p><u>One-Time Historical Load</u></p> <p>AUS provides in the AI standard format</p> <p>AI to configure REST Web Service</p> <ul style="list-style-type: none"> • Typical approach for historical data from CIS. <ul style="list-style-type: none"> ◦ Active Accounts ◦ Finalized Accounts with current balance ◦ Finalized Accounts within the last fifteen (15) months, for tax purposes ◦ Non-Metered Accounts, if applicable ◦ Vacant Accounts, if applicable for new services <p><u>Daily Updates</u></p> <ul style="list-style-type: none"> • Daily updates will be sent to MyMeter in the AI standard format. • Daily updates include items such as Name Changes, Meter Change, Service Location move in/move out dates, Rate Changes, New Accounts, etc. <ul style="list-style-type: none"> • The daily file will be a delta file with only changes. <p><u>New Customers to Lake County</u></p> <ul style="list-style-type: none"> • Upon registration MyMeter will look to the information in the database to match against the name on account and account number.

#	System	Integration Use Case	Interface Type	Approach
1.2		Billing History	Standard Integration via REST API	<p>AUS provides in the AI standard format</p> <p>AI to configure REST Web Service</p> <p>This format contains billing information and usage/meter information.</p> <ul style="list-style-type: none"> • Typical approach for historical data from CIS. <ul style="list-style-type: none"> ◦ Twenty-four (24) months of historical billing data • Updated with each billing cycle that is run each month.
1.3		Transaction History	Standard Integration via REST API	<p>AUS provides in the AI standard format</p> <p>AI to configure REST Web Service</p> <p>Among other data items, this data will also contain the 'Confirmation #' from Payment Provider for the payments made via the portal.</p> <ul style="list-style-type: none"> • Typical approach for historical data from CIS. <ul style="list-style-type: none"> ◦ Twenty-four (24) months of historical transaction data

#	System	Integration Use Case	Interface Type	Approach
				<ul style="list-style-type: none"> • Updated with each payment/transaction that is made. • This format may also contain Fees, Adjustments, and Documents (e.g., Disconnect Notices).
1.4		Update Preference for Ebill versus Paper Bill	Web Service	<p>AUS to configure CIS Infinity for BIF 070</p> <p>AI to configure MyMeter</p>
1.5		Update Mailing Address	Web Service	<p>AUS to configure CIS Infinity</p> <p>AI to configure MyMeter</p>
1.6		Update Primary Phone	Web Service	<p>AUS to configure CIS Infinity</p> <p>AI to configure MyMeter</p>
1.7		Inquiry/Update E-Mail	Web Service	<p>AUS to configure CIS Infinity</p> <p>AI to configure MyMeter</p>
1.8		Start, Stop, Transfer, and New Service	Web Service	<p>AUS to configure CIS Infinity for Department Code, and Action Codes</p> <p>AI to configure MyMeter with CIS Infinity Department Code and Action Codes</p> <p>AI to configure SST User Interface</p>
1.9		Service Requests	Web Service	<p>AUS to configure CIS Infinity</p> <p>AI to configure MyMeter</p>

#	System	Integration Use Case	Interface Type	Approach
1.10		Payment Arrangements	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
1.11		Enter Meter Read	Web Service	AUS to configure CIS Infinity AI to configure MyMeter
2	Payments Solution			
2.1	Invoice Cloud	Bill Pay Service Functionality	Web Service	<ul style="list-style-type: none"> • (Optional) • AI Configures per standard/existing web service integration • The Customer provides test and production endpoints and credentials
2.2		Current AutoPay, E-Bill, and Wallet Items	Data Migration Customization	<ul style="list-style-type: none"> • (Optional) • AI to build a customized data migration as per the Customer technical requirements. • AI is highly dependent on getting accurate data from 3rd party system for the data migration effort. • AI will communicate examples of data that would be needed from 3rd party system to successfully complete the migration. • There is an additional fee for this service
3	Meter Data Management System (“MDMS”)			

#	System	Integration Use Case	Interface Type	Approach
3.1		Meter Usage Data - Register Readings	Standard Integration File Based	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations provides as per standard format with MyMeter.
3.2		Meter Usage Data - Interval Data	Standard Integration File Based	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations provides as per standard format with MyMeter.
3.3		Meter Usage Data – Interval Data	Web Services on Login	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations provides as per standard/existing web service format.
4	Bill Presentment			
4.1	Invoice Cloud	Bill Retrieval and Presentment	Web Service	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations to provide web service per standard/existing web service format.
7	AMI Meter Usage Data (AMI Head-End)			
7.1	Itron	Meter Usage Data - Register Readings	Standard Integration File Based	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations provides as per standard format with MyMeter.
7.2		Meter Usage Data - Interval Data	Standard Integration File Based	<ul style="list-style-type: none"> • (Optional) • Accelerated Innovations provides as per standard format with MyMeter.

Environment Setup

Environments included in the scope of this SOW are shown in Table 2 below. Accelerated Innovations will provide all required IT infrastructure and ancillary software required to host the MyMeter system within these environments, as agreed to and described in the terms and conditions of the executed software as a service (“SaaS”) agreement. Accelerated Innovations will also install the latest MyMeter software version that is commercially released within all environments in scope. During the project, Accelerated Innovations will work with the Customer to further detail the product release schedule (patches, future versions, etc.) to ensure that timing does not negatively impact schedule. Any adjustments to the schedule as a result of product release timing will be mutually agreed to. Lake County is responsible for deciding how many metering endpoints to use for testing in the Test environment. Installing and energizing the metering endpoints that will be utilized for testing within the Test environments is also a Lake County responsibility. Environment sizing below is in aligned with the terms and conditions of the MPLSA. Changes to any environment requirements will follow the change management process.

Table 2. Initial Environment Description

Environment	Description	Number of Meters
Production	The target environment where the full business requirements will be implemented and utilized by the Lake County end users for day-to-day operations.	35,000
Test	An environment that is configured like production and that is used for functional and integration testing. Lacks the scalability of production which limits performance testing to scale.	3,500

Production Cutover Plan

Lake County , with assistance from Accelerated Innovations, is responsible for preparing a comprehensive production cutover plan. The cutover plan may include details such as the environment(s) to use for testing, the environment to use production for cutover, what integrated MyMeter functions will be used during cutover, and how interfaces will be exercised during cutover. Decisions on what environment to use for testing is a Lake County responsibility. Accelerated Innovations has provided high level and typical uses of environments in Table 2 above. Defining the overall test strategy and detailed test plan is also a Lake County responsibility. Accelerated Innovations agrees to abide by the service levels and metrics as defined in the MPLSA, and as per the applicable MyMeter environment, throughout execution of the test strategy and test plan. Accelerated Innovations will support Lake County in defining the cutover plan by providing consultation and subject matter expertise as it pertains to MyMeter in scope interfaces and functionality.

Phase 1

To be delivered as part of this Statement of Work (SOW).

Table 3. Functional Requirements – Phase 1

#	Description
Base Platform and Usage Presentment	
1	<p>Configure the following MyMeter URLs and e-mail addresses, as applicable: a) MyMeter URL portal address, b) Utility contact us address, c) MyMeter feedback address, and d) Alert from address.</p>
2	<p>Implement basic branding of the portal to match the Lake County website (logo and colors)</p>
3	<p>Import customer, billing/usage, and transaction data from CIS on an on-going, daily basis and display within the MyMeter user interface</p> <ul style="list-style-type: none"> • Customer data • Monthly billing data • Transaction/Payment data
4	<p>Load up to thirteen (13) months of historical data from AMI System to MyMeter -</p> <ul style="list-style-type: none"> • 15-minute interval data <ul style="list-style-type: none"> ○ Aggregate the 15-minute data to 30-minute, hourly, and daily
5	<p>Implement the following units of measure for display in MyMeter, as available in the usage data sent from CIS Infinity and AMI System to MyMeter</p> <ul style="list-style-type: none"> • kWh • kW • Gallons • CF • CCF
6	<p>Provide standard setup of the MyMeter landing page</p>
7	<p>Enable the Customer Service Representative dashboard screen, which depicts a snapshot of user and site statistics</p> <ul style="list-style-type: none"> • Provide the ability to search for customers by parameters such as account number, name, and meter number (limited by what is available via the Customer Data file)

#	Description
8	Enable Impersonate Mode, which allows Customer Service Representatives to see the same screens as the customer portal end users
9	Provide standard setup of the MyMeter dashboard – a) Charts View, b) Data View, and c) Property View
10	Provide the ability to display a chart with a user-defined timeframe of usage (day, month, year)
11	Provide the ability to display comparisons against historical usage within a user defined timeframe (dependent on the granularity of data available for that meter). Comparisons can also include weather data (Temperature, Humidity, Precipitation, etc.), neighborhood usage, and utility average usage
12	Provide ability for customer to download their usage data in .csv format or Green Button format http://energy.gov/data/green-button
13	Provide meter grouping functionality, which allows a customer with multiple properties to create a virtual meter group and see an aggregate view across the different meters associated with those multiple properties.
14	Provide standard setup of MyMeter widget functionality
15	Enable the Administrative view of MyMeter and applicable reports

#	Description
16	Provide the ability for Lake County personnel to access MyMeter in order to perform administrative type tasks via a separate account from the customer portal end users
17	Provide standard setup of roles and privileges which controls what specific MyMeter areas and functionality end users have access to
18	Provide the ability for MyMeter administrators to manage system users (create, edit, delete users) and assign system users to roles and privileges
19	Enable standard screens for the user registration process which allows customers to obtain access to the consumer web portal (Name on Account, Account Number)
20	Provide the ability for customers to manage their user profile and reset their password
21	Provide the ability for customers to receive notifications via email or text about their usage based on configurable usage thresholds
22	Provide the ability for the Customer Service Representative team to access customer data through a separate (Admin) sign in
23	Implement Google Analytics tied to Lake County utility ID (if available) to view analytical information regarding end user interactions with MyMeter
24	Provide integration with CIS Infinity for customer self-service options as defined in this SOW (update phone, email, start/stop/transfer, etc. (if applicable)).

#	Description
25	Set up standard MyMeter alerts (e.g., New Bill, Payment Reminder, Leak Detection, Usage Threshold, Weekly Summary, etc.).
Bill Pay and Bill Presentment	
1	Provide support for registering utility customers for e-bill and autopay
2	Provide support for migrating existing e-bill and autopay utility customers from CIS Infinity to MyMeter. This effort is to be provided as a time and materials service and is initially estimated as an up to eighty (80) hour activity.
3	Provide support for setting up e-bill status and sending to CIS Infinity.
4	Provide the ability for Lake County customers to make e-payments, which includes scheduling payments and making one-time payments.
5	Provide the ability for Customer Service Representatives to determine which customers are enrolled in e-bill versus paper-based bills via standard reports.
6	Provide the ability to configure and send bill notifications and payment receipts.
7	Provide the ability to change bank draft accounts, to include deactivating old accounts and activating new accounts.
8	Retrieve billing information from a Lake County data repository and present bills to Lake County customers. This effort is to be determined at the time of writing this SOW.
Standard AUS Functionality	

#	Description
1	Provide standard functionality as defined in Project Scope

Testing

Accelerated Innovations uses an Agile approach for the implementation of MyMeter as well as the development, testing, and defect resolution of any customizations/integrations. As we provision the test instance of MyMeter for Lake County and develop the agreed to integrations, it is expected that Lake County will provide resources (as outlined in Table 15) to assist in testing those integrations and providing feedback as they are implemented. This ensures a rapid feedback loop to identify and resolve any issues for those specific integrations. Throughout the testing and as new features or fixes are introduced in a release, regression testing will be performed to validate that existing features continue to function as expected.

Prior to testing, Lake County will develop a Test Plan which will be shared with Accelerated Innovations for feedback to ensure alignment to the overall testing methodology.

The stages of testing that will be performed during the project include:

Table 4. Testing Phases

Phase	Description	Lead	Support
Smoke Testing	Validation to ensure core functionalities of MyMeter are working as expected. This includes happy path integration testing to ensure no errors are returned from	Accelerated Innovations	Lake County (3 rd party system validation)

Phase	Description	Lead	Support
	the 3 rd party system. This testing is done in advance of any Lake County testing.		
Functional Testing	Validation to ensure solution meets core functional requirements/ specifications.	Lake County	Accelerated Innovations
System Integration Testing	Validation to ensure successful integrations, import/export, SSO, between MyMeter and other systems. Typically occurs after Functional Testing.	Lake County	Accelerated Innovations
User Acceptance Testing	Validation to ensure that the solution fulfills business requirements and can be used by end-users. This includes verification that related utility business processes are conducted successfully.	Lake County	Accelerated Innovations

The following roles and responsibilities matrix will be reviewed, modified, enhanced with more details, and finalized during the project Planning Phase.

Table 5. Testing Roles & Responsibilities

Organization	Title	Responsibilities
Accelerated Innovations	Project Manager	Oversees testing support; reports progress or defects as required
Accelerated Innovations	SaaS Implementation Analyst	<ul style="list-style-type: none"> • Provides support to testing activities and resolves defects. • Assists in testing initial releases of feature development against the requirements for that feature. • Perform initial testing of the integrations. • Provide consultation and technical support for Lake County led testing and verification of the portal functionality. • Perform regression testing on the MyMeter functionality with each release. • Participate in system integration testing to validate proper operation of MyMeter as it relates to integration with CIS Infinity and Payments processor (Invoice Cloud) side interfaces. • Track Defects raised during Lake County testing and verification and provide resolutions in accordance with the terms and conditions described in the MPLSA.
Lake County	Test Lead	<ul style="list-style-type: none"> • Creates Test Plan. • Provides iterative feedback to the AI team for issue resolution. • Oversight of lake County testing activities. • Joint responsibility for coordination of Defect resolution. • Creation of Test Summary Report.

Organization	Title	Responsibilities
		<ul style="list-style-type: none"> Assists in testing.
Lake County	Testing Analyst	<ul style="list-style-type: none"> Assists in initial integration testing (part of smoke testing) to ensure the expected result in the third-party systems (e.g., CIS Infinity). Performs testing and documents results. Provides iterative feedback to the AI team for issue resolution.

Context Diagram

The following context diagram (Figure 1) provides a graphical overview of the project scope.

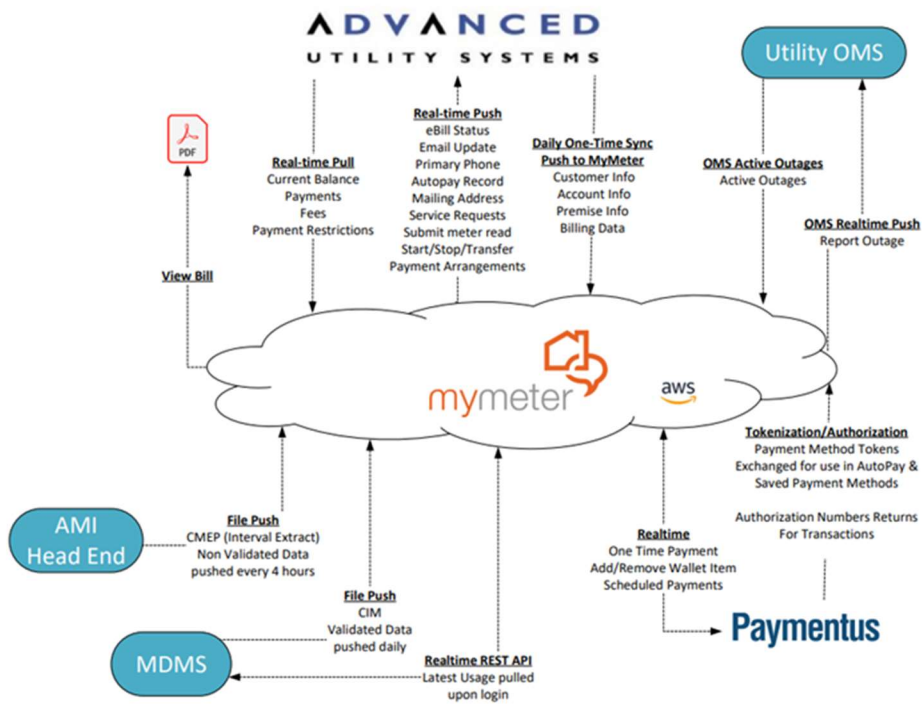


Figure 1. Context Diagram

Core Deliverables

This Statement of Work covers the following core deliverables.

Table 6. Core Deliverables

Deliverables	Lead	Support
Enable MyMeter Software <ul style="list-style-type: none"> • Base Platform and Usage Presentment • Bill Pay and Bill Presentment *Overall Phase 1 MVP scope as defined in Project Scope	Accelerated Innovations	Advanced Utility Systems
Enable Software as a Service Environments <ul style="list-style-type: none"> • One (1) Production Environment • One (1) Test Environment (If applicable) 	Accelerated Innovations	Advanced Utility Systems
Project Delivery Services, as defined between AUS and AI	Advanced Utility Systems	Accelerated Innovations
Standard MyMeter Training Offering, “train-the-trainer” format	Accelerated Innovations	Advanced Utility Systems
Integrations: Accelerated Innovations will integrate to the systems below in order to obtain the data needed for MyMeter. The detailed data requirements and integration design will be defined and finalized during project planning and design activities. Customer will support the integrations in scope, in alignment with the a) roles and responsibilities described in this SOW and b) the mutually agreed-to integration design.		
File-based Standard Integration from CIS to MyMeter. The above integrations will use the MyMeter standard file format. Refer to Appendix A for more details.	Lake County	Accelerated Innovations
Web service integration Customizations between CIS and MyMeter (If applicable).	Accelerated Innovations	Lake County
File-based Standard Integration from MV-90 to MyMeter (If applicable).	Lake County	Accelerated Innovations
Web service integration Customizations between CIS and MyMeter (If applicable).	Accelerated Innovations	Lake County
Web service integration Customizations from MyMeter to a Lake County mechanism to render a portable data file (“PDF”) version of a customer bill (If applicable).	Accelerated Innovations	Lake County
File based and web service based standard integration between MyMeter and the Utility MDMS and/or AMI Head End System (If applicable).	Accelerated Innovations	Lake County

Fees & Payment Schedule:

MyMeter Customer Portal		
Module	Annual Subscription Fee*	One time Professional Services
Deployment of MyMeter Customer Portal: <ul style="list-style-type: none"> • Project Management • Data Integrity • Configuration • Advanced Standard Reports • Conversion of 20 Custom Reports • Interfaces • General Training • Troubleshooting • Development • Post Live Support • Service Alerts • MyMeter Standard Mobile App 	\$35,000	\$62,000
Integration with Advanced CIS Infinity	Included	Included

*Annual fees above are in addition to existing recurring fees. Existing Advanced Link recurring fees will transition to MyMeter.

Any additional scope will be charged at the Advanced standard hourly rate of \$250.

Note: Additional services required by Lake County through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Terms:

Fee Type	Milestone	Invoice Amount
MyMeter	50% due on Contract Signing	\$31,000
MyMeter	12.5% Due upon project start	\$7,750
MyMeter	12.5% Due upon start of testing	\$7,750
MyMeter	12.5% Due upon start of training	\$7,750
MyMeter	12.5% Due upon system Go-Live Ready Date*	\$7,750

**System go live ready date is defined as once the MyMeter application has the site provisioned and branding completed, all integrations completed and system loading data successfully, training completed and the User Acceptance testing is complete.*

Annual Fees:

Fee Type	Milestone	Invoice Amount
MyMeter	100% Due upon stand up in a non-production Environment	\$35,000

Termination:

Unless Advanced and/or Lake County exercises its right to terminate this quote due to material breach or default, Advanced must provide, and Lake County must purchase, Services from Advanced for the items defined within this quote.

If Lake County and/or Advanced exercises its right to terminate this quote due to material breach or default, or Lake County and/or Advanced terminates this quote without cause,

Lake County's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the Software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved Travel and Living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages.

Approval Signatures

Approval Signatures confirm that Lake County and Accelerated Innovations agree to abide to the scope of services and pricing as defined herein.

- *Advanced Utility System will invoice Lake County based on fees included on Quote portion of this SOW.*
 - *One-time fees and Annual licensing will be invoiced as outlined in the milestone payments.*
- *Lake County to pay invoice within thirty (30) days after it is received*

Lake County Approver:

Printed Name

Signature

Date

Advanced Approver:

Jared Brandon

Printed Name



August 7, 2024

Signature

Date

ATTACHMENT "B"

MyMeter Utility License

This MyMeter Utility License Agreement ("Agreement") is a legal agreement between the utility customer ("Utility") who purchased the MyMeter software and related services from an authorized reseller, and Accelerated Innovations, LLC ("AI") regarding the provision of, license to, access to, and use of the MyMeter software and related services (the "Services"). In this Agreement, "we", "us" and "our" refer collectively to AI.

IMPORTANT:

THIS AGREEMENT DOES NOT ALTER THE RIGHTS OR OBLIGATIONS AS BETWEEN UTILITY AND THE RESELLER FROM WHICH UTILITY PURCHASED THE RIGHT TO ACCESS AND USE THE SERVICES ("RESELLER"), PURSUANT TO ANY WRITTEN AGREEMENT BETWEEN UTILITY AND RESELLER REGARDING THE SERVICES. THIS AGREEMENT INSTEAD SETS FORTH ADDITIONAL TERMS DIRECTLY BETWEEN UTILITY AND AI, AND UTILITY MAY OTHERWISE SEEK RIGHTS OR REMEDIES FROM RESELLER PURSUANT TO UTILITY'S AGREEMENTS WITH RESELLER.

UTILITY AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT UPON SIGNING A RESELLER AGREEMENT REGARDING THE SERVICES .

1. CERTAIN DEFINITIONS. In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:

1.1. "Device" means any Utility or Utility's User's computer, tablet, smartphone, or any other electronic device.

1.2. "Intellectual Property" means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) patents, utility models, and applications therefor, and all reissues, divisions, re-examinations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries, including invention disclosures; (b) all trade secrets, inventions (whether or not patentable and whether or not reduced to practice), and other rights in know-how and confidential or proprietary information; (c) all mask works, works of authorship and copyrights, registrations and applications therefor, and all other rights corresponding thereto (including moral rights), throughout the world; (d) rights in software (including without limitation APIs, source code, object code, and mark-up language); (e) rights of publicity, personality, identification, or similar personal or group attributes; (f) trade names, logos, common law trademarks and service marks, trade dress, trademark and service mark registrations, and applications therefor and any goodwill associated therewith; and (g) any similar, corresponding, or equivalent rights to any of the foregoing and any other intellectual property or proprietary rights throughout the world.

1.3. "Modifications" means additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to the Services or to remove or terminate the functionality of any Services in accordance with the termination provisions of this Agreement.

1.4. "Users" means each individual user of the Services.

2. LICENSE SUBJECT TO THIS AGREEMENT. Unless otherwise noted in this Agreement, and to the fullest extent allowed under any applicable laws, all terms and conditions of this Agreement apply to the license and Utility's accessing and using of any and all Services and provision of the Services to its customer Users, as otherwise granted pursuant to a written agreement with Reseller. Furthermore, Utility's license, access and use of any and all the Services and provision of the Services to its customer Users is contingent on the remittance of payment by the Reseller under the Reseller Agreement executed between AI and Reseller ("Reseller Agreement"). Utility's license rights to the Services are subject to Utility's compliance with this Agreement and are also expressly limited to the rights granted by Reseller to Utility, which are in turn are limited by the rights granted by AI to Reseller to resell to Utility a license to access and use the Services and to allow its customer Users to access and use the Services (hereinafter, those rights and licenses Reseller is authorized to resell to Utility being "Rightfully Granted Licenses").

2.1. THIRD PARTY SOFTWARE. Utility acknowledges that AI may have incorporated into the Services Intellectual Property created by third parties ("Third Party Intellectual Property"), and Utility agrees that Utility's right to use the Services containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

2.2. TITLE AND OWNERSHIP OF THE SERVICES. Title to and ownership of the Services and all copies thereof remain with AI and any other licensor(s) of the same, regardless of the form or media in or on which they may exist, and Utility agrees to protect all of AI's ownership interests therein. Utility is granted no implied licenses to any other Intellectual Property rights other than pursuant to Rightfully Granted Licenses. Utility acknowledges that the Services contain trade secrets of AI, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information, databases and database structures, regulatory compilations, and other Content accessed within the Services. All rights not expressly granted in this Agreement or pursuant to Rightfully Granted Licenses are reserved by AI and its licensors.

3. RESTRICTIONS ON USE. Utility may use the Services only for purposes expressly permitted within the Services, pursuant to the terms of this Agreement, and pursuant to Rightfully Granted Licenses. As a condition of Utility's use of AI's Services, Utility warrants to AI that Utility will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. For example, Utility may not (and may not authorize any party to) do the following, except as allowed under Rightfully Granted Licenses: (i) co-brand the Services, (ii) frame the Services, without the express prior written permission of an authorized representative of AI, (iii) transfer, assign or sublicense Utility's login information or right to use the Services to another person or entity and Utility acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (iv) make error corrections to, or otherwise modify or adapt, the Services or create derivative works based upon the Services, or permit third parties to do the same; (v) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (vi) disclose, provide, or otherwise make available trade secrets contained within the Services in any form, to any third party without the prior written consent of AI; (vii) use AI's Intellectual Property to develop any software application or products and services similar to the Services; or (ix) perform, display, or otherwise access or use the Services for the benefit of others outside of the scope of the Rightfully Granted Licenses granted to Utility. For purposes of this Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a User the impression that such other party has the right to display, publish, or distribute the Services or any Content accessible within the Services. In addition, Utility may not use Services in any manner which could disable, overburden, damage, or impair

the Services or interfere with any other party's use and enjoyment of the Services. Utility may not obtain or attempt to obtain any materials, Content, or information through any means not intentionally made available or provided through the Services. Utility may not use scrapers, bots, spiders, or other automated tools to collect or index the Content of the Services without our express permission.

4. **MONITORING OF USE AND ADDITIONAL RESTRICTIONS.** Utility acknowledges and agrees that AI reserves the right to remotely prevent access to and/or use of the Services, with or without notice to Utility, including without limitation in the event that (i) AI becomes aware, from Utility or otherwise, of unauthorized access or use of the Services by any third party using any user name, password, or other login credentials of Utility or its Users, or in the event of a security concern related to the Services, or (ii) Utility's violation of any term or condition of this Agreement. AI reserves the right, but does not have the obligation, to monitor use of Services to determine compliance with this Agreement. The types of information, such as Devices used to access the Services, may also be tracked by AI (such as via Internet Protocol address and other log information regarding the Device, its operating system, browser, and other information regarding the User) to identify the Device and locate where on the Internet that computer is located, as well as Utility's use of the Services. It is be Utility's responsibility to administer the use, distribution and security and of its and its Users' passwords. Utility shall immediately notify AI in the event that such passwords are compromised or being used by unauthorized users. AI may use and disclose Utility's and its Users' information, including without limitation Identity Content, in special instances when AI has reason to believe disclosing this information is necessary to investigate, identify, contact, or bring legal action against someone who may be causing injury to or interfering with AI's rights or property, other Service Users, or anyone else. AI may disclose information when subpoenaed, if ordered or otherwise required by a court of law, arbitrator, or other similar proceeding or the rules governing such a proceeding, for government investigations, with government agencies if required by law, to exercise, establish, or defend AI's or Reseller's rights, to protect AI's vital interests or those of any other third party, and when AI otherwise believes in good faith that any applicable law requires it.

5. **UTILITY RESPONSIBILITIES.** The Services need to pull certain data from the Utility's systems in order populate the databases used in the Services. This requires that the software data loader program be placed on the Utility's systems computer to pull data. The Utility shall be responsible for supplying and maintaining all computer hardware at its site. The computer hardware shall meet the following requirements: computer connected to the internet with at least a 15 MB internet bandwidth capacity, internal computer storage of 12 GB ram, and 150 GB disc space, and computer must be accessible by AI through secured internet connection. The Utility shall provide the data to AI in accordance with the file specifications to be provided to the Utility. The Utility is responsible for the content of any use or privacy policy to be included on the Utility's website. Said policy shall be made available to AI as a hyper link for inclusion on the web site for MyMeter. AI is not responsible for damages resulting from the web site privacy or use policy supplied by the Utility.

6. **ADDITIONAL REPRESENTATIONS BY UTILITY.** Utility represents and warrants that (a) Utility is the owner or authorized user of any information or content of any type provided by Utility in conjunction with the Services; and (b) Utility shall use the Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same.

7. **PROPRIETARY INFORMATION.** The material and content accessible through the Services including without limitation all Intellectual Property in or related thereto, whether software (whether in object code, source code, or mark-

up language form), photos or other images, video, audio, text, or otherwise (the "Content"), whether provided by AI or its licensors, is the proprietary information of AI or the party that provided or licensed the Content to AI, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way outside of the normal functionality of the Services without the prior written consent of AI. Modification or use of the Content except as expressly provided in this Agreement violates AI's Intellectual Property rights or the rights of its licensors. Neither title nor Intellectual Property rights to Content are transferred to Utility by access to the Services.

8. PROPRIETARY NOTICES. Utility agrees to maintain and reproduce all copyright, patent, trademark and other proprietary notices on all copies, in any form, of the Services and its Content, in the same form and manner that such copyright and other proprietary notices are included on the Services, whether they are AI notices or those of third parties including without limitation any other User.

9. UTILITY DATA OWNERSHIP. As between AI and Utility, "Identity Content" given to AI by Utility under this Agreement shall at all times remain the property of Utility and shall be Utility Confidential Information under Section 10 below. AI shall have no rights in the Identity Content other than the limited right to use such for the purposes of providing the Services or those expressly set forth in this Agreement. For the purposes of this Agreement, "Identity Content" shall mean any and all data received from the Utility that is identifiable as data from that Utility or data identifiable to a specific individual person.

10. CONFIDENTIAL INFORMATION. The Services, including, but not limited to, source and object code, logic and structure, database structure, and any and all copies of the foregoing, regardless of the form or media in or on which any of them may exist (all together, the "AI Confidential Information") constitute valuable trade secrets, are the Intellectual Property and confidential information of AI and any other of their licensor(s), and are protected by copyright and Intellectual Property laws, international treaty provisions, and applicable laws of the country in which such AI Confidential Information is being used. AI Confidential Information additionally includes non-public information disclosed by AI if it is clearly and conspicuously marked as "confidential" or with a similar designation at time of disclosure or non-public information disclosed by AI if, by its nature, would generally be considered by AI to be confidential. Utility's confidential information is any passwords used in connection with the Software and information that Utility specifically designates as confidential. Neither AI Confidential Information nor Utility Confidential Information shall include information which: (i) is or becomes public knowledge through no fault of receiving party; (ii) was in receiving party's possession before receipt from the disclosing party; (iii) is rightfully received by receiving party from a third party without any duty of confidentiality; (iv) is disclosed to a third party by the disclosing party without a duty of confidentiality on the third party; (v) is independently developed by the receiving party; or (vi) is disclosed with the prior written approval the disclosing party. Each party may only disclose the other party's confidential information to those individuals who are participating in the performance of this Agreement and who need to know such confidential information for purposes of receiving and/or using such confidential information in a way expressly permitted by this Agreement, and neither party may use the confidential information of the other party for any purpose except as authorized under this Agreement. AI Confidential Information nor Utility Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the party making such response has given the other party written notice, if legally allowed, of such court order or other legal process promptly and the opportunity for that other party to seek a protective order or confidential treatment of such confidential information, at that other party's expense, with reasonable cooperation by the responding party. Each party shall retain all ownership of its confidential information including without limitation all Intellectual Property rights in that confidential information. Subject to the

licenses granted in this Agreement, Utility agrees, both during the term of the Agreement and after the termination of the Agreement to hold AI Confidential Information in confidence and to protect the disclosed AI Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the AI Confidential Information as Utility uses to protect Utility's own confidential information of a like nature, but in no event with less than reasonable care. Utility shall be responsible and liable under the terms of this Agreement for any violation of the confidentiality requirements of this Section committed by Utility's employees, agents, representatives, or independent contractors.

11. MAINTENANCE AND UPGRADES. Any Modifications provided to Utility shall be subject to the rights and obligations, including without limitation the applicable license terms and license restrictions, set forth in and referenced by this Agreement.

12. TERMINATION. The licenses granted by AI under this Agreement may be terminated in accordance with the terms of the Reseller Agreement or any written agreement between Utility and Reseller regarding the Services. The licenses granted by AI under this Agreement immediately terminate upon any breach by Utility of this Agreement. Upon termination of a license from AI under this Agreement for any reason, Utility shall immediately cease using the Confidential Information of AI, and Utility shall (i) cease accessing and using the Services, and any access or use of the Services by Utility's Users, subject to the terminated license, (ii) return AI's Confidential Information to Reseller or destroy it, at Reseller's election, and (iii) at AI's request, provide AI and Reseller with certification from a principal officer of Utility's organization that Utility has complied in full with the requirements of this Section. The provisions of this Agreement shall survive any termination of this Agreement or any license rights granted to Utility by AI except for those provisions granting from AI to Utility any license or rights in relation to the Services.

13. FEEDBACK. Utility may provide feedback to AI with respect to the Services. Notwithstanding any provision of the Agreement to the contrary, AI may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, Utility hereby grants to AI an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense through multiple levels, to such feedback in connection with AI's business (and the business of its parent, subsidiary, sister, and otherwise affiliated businesses), including without limitation for the enhancement of the Services. Utility represents and warrants that (i) Utility owns or otherwise controls all of the rights in and to the feedback and can grant the license set forth in this Agreement, (ii) Utility has no obligations under law or contract, such as an employment or independent contractor agreement, that would interfere with the rights granted by Utility under this Agreement or would be interfered with by Utility's grant of such rights, and (iii) the feedback Utility supplies is accurate, not misleading, and otherwise in accordance with the terms of this Agreement, and such feedback does not infringe or misappropriate the Intellectual Property of any third party.

14. DISCLAIMER. AI does not assume any responsibility or risk for Utility's use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by AI or any third party.

ANY WARRANTIES REGARDING THE SERVICES ARE BETWEEN UTILITY AND THE RESELLER, AND NONE ARE GRANTED DIRECTLY TO UTILITY BY AI.

UTILITY'S AND ITS USERS' USE OF THE SERVICES IS AT UTILITY'S AND THOSE USERS' OWN RISK. THE SERVICES AND ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, FROM AI. AI

DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT IN RELATION TO THE SERVICES AND THE CONTENT. AI DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AI DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND AI MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. SOME STATES MAY NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR TO SELL A CONSUMER PRODUCT "AS-IS," SO THIS EXCLUSION MAY NOT APPLY TO UTILITY.

15. LIMITATION ON LIABILITY. TO THE FULLEST EXTENT ALLOWED BY LAW AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS, BUT EXCLUDING RESELLER WHOSE LIABILITY SHALL INSTEAD BE GOVERNED BY UTILITY'S AGREEMENT WITH THE RESELLER, WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE, INCOME, PRODUCTION, USE, BUSINESS, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR SIMILAR DAMAGES, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF AI AND ITS RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OWNERS, SHAREHOLDERS, MEMBERS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE MINIMUM AMOUNT ALLOWED BY LAW. UTILITY EXPRESSLY UNDERSTANDS AND AGREES THAT ALL OF UTILITY'S RIGHTS AND REMEDIES RELATED TO OR ARISING OUT OF THE SERVICES ARE STRICTLY AND SOLELY BETWEEN UTILITY AND RESELLER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO UTILITY.

16. INDEMNITY. Utility will, to the fullest extent permitted by law, and excluding any claim to the extent due to the gross negligence or intentional acts of AI, indemnify, defend, and hold AI and its respective subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, owners, shareholders, members, officers, directors, and contractors (the "Indemnified Parties") harmless from: (1) any breach of this Agreement by Utility, including without limitation any use of Services and its Content other than as expressly authorized in this Agreement; (2) any claims brought by third parties arising out of Utility's or its Users' use of the Services, including without limitation any Content or information accessed from the Services; (3) personal injury, wrongful death or damage to tangible personal property caused by the products and/or services promoted, sold or distributed by Utility; (4) defective products promoted, sold or distributed by Utility; or (5) representations or claims made about products or services promoted, sold or distributed by Utility. Utility agrees that the Indemnified Parties will have no liability in connection with any of the above, and Utility agrees to indemnify against any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees (collectively "Losses") of the Indemnified Parties in connection therewith.

17. TRADEMARKS AND COPYRIGHTS. Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of AI or the party that provided the trademarks, services marks, logos, and copyrighted works to AI. AI and any party that provided trademarks, service marks, logos, and copyrighted works to AI retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services. Utility agrees that AI may identify Utility as a client and for such purpose use Utility's name and logo in connection with referencing AI clients in any publication, web site or press release.

18. MISCELLANEOUS. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that

may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), and Utility's use of the Services (collectively a "Dispute"), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. Utility's use of the Services may also be subject to other local, state, national, or international laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AI, AI may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for (i) any actual or alleged infringement of AI's or any third party's intellectual property or proprietary rights; or (ii) any breach of the confidentiality provisions in this agreement. Utility hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts of the State of Minnesota with respect to any such injunctive or other relief. Utility further acknowledges that AI's rights in its intellectual property and confidential information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by a court of competent jurisdiction or arbitrator to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.

This Agreement shall be legally binding upon and inure to the benefit of AI and Utility, and our respective successors and permitted assigns.

If there is any waiver of a breach or failure to enforce any of the provisions contained herein, it shall not be deemed as a future waiver of said terms or a waiver of any other provision of this Agreement.

No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

Utility agrees that no joint venture, partnership, employment, or agency relationship exists between Utility and AI as a result of this agreement or use of AI's Services.

The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between Utility and AI with respect to the Services.

Notwithstanding the foregoing, any additional terms and conditions within the Services will govern the items to which they pertain.

Attachment "C"

Service Availability and Support Services

PART 1: DEFINITIONS

For purposes of this Attachment "B" ("SLA"), the following terms have the meanings set forth below. All capitalized terms in this SLA that are not defined in this Part 1 shall have the respective meanings given to them in the Main Agreement.

- 1.1 **"Availability Requirement"** has the meaning given to it by Part 2 of this SLA.
- 1.2 **"Business Day(s)"** has the meaning given to it by applicable law.
- 1.3 **"Customer Cause"** means any of the following causes of an Error,: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of the Harris Cloud Services or the Harris Systems by Organization or its Representatives; (c) any use of the Harris Cloud Services or the Harris Systems by Organization or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization; (e) delay or failure of performance by Organization of its obligations under this Agreement; or (f) any use by Organization of a non-current version or release of the Harris Cloud Services, notwithstanding notice from Harris that updates, fixes or patches are required; (g) or any act or omission by Organization or any Authorized User/access to or use of the Harris Cloud Services by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a "Customer Cause".
- 1.4 **"Designated Representative"** has the meaning set forth in Part 3 (d).
- 1.5 **"Error"** means any reproducible failure of the Harris Cloud Services to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.
- 1.6 **"Exceptions"** has the meaning given to it by Section 2.
- 1.7 **"First Line Support"** means (i) the identification, diagnosis and correction of Errors by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the Harris Cloud Services.
- 1.8 **"Force Majeure Event"** means an event of "Force Majeure", as that term is defined by Section 17.9 of the Main Body.
- 1.9 **"Main Body"** means the main body of the Master Subscription Agreement between the parties dated the Effective Date.
- 1.10 **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this SLA, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Services Error that Harris has reasonably determined to have been caused

by a Customer Cause; and (c) any Second Line Support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.

- 1.11 **"Remote Access Software"** has the meaning set forth in Part 3.
- 1.12 **"Remote Services"** has the meaning set forth in Part 3.
- 1.13 **"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in Part 3.
- 1.14 **"Second Line Support"** means, where Errors are not Resolved by First Line Support, the escalation to second line support for the identification, diagnosis and correction of Errors through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
- 1.15 **"Service Level Failure"** has the meaning given to it in Part 2.
- 1.16 **"Service Level Table"** means the table set out in Part 3.
- 1.17 **"Service Period"** has the meaning given to it in Part 2.
- 1.18 **"Severity 1"** has the meaning set forth in Part 3.
- 1.19 **"Severity 2"** has the meaning set forth in Part 3.
- 1.20 **"Severity 3"** has the meaning set forth in Part 3.
- 1.21 **"Support Hours"** means those hours between 8:00 AM and 9:00 PM Eastern Time on Business Days.
- 1.22 **"Support Request"** has the meaning given to it in Part 3.
- 1.23 **"Support Services"** means Harris's First Line Support and Second Line Support, but excludes the support of: (i) Implementation Services; (ii) Professional Services; and/or (iii) Out-of-Scope Services.
- 1.24 **"Support Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions referred to in the Support Service Level definitions.
- 1.25 **"Third-Party Components"** has the meaning given to it by Section 1.1 of the Main Agreement.

PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Agreement, Harris will use commercially reasonable efforts to make the Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Term (each such calendar month, a "Service Period"), excluding un-Availability as a result of any of the Exceptions described below in this Part 2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the SAAS delivered pursuant to a particular Services Order are available for access and use by Organization and its Authorized Users in a production environment.

For the purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services or the Software will be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement or impaired ability of Organization or its Users to access or use the Services that is due, in whole or in part, to any:

- (a) Organization Cause;
- (b) Organization's or its User's Internet connectivity;
- (c) Force Majeure Event;
- (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Harris pursuant to this Agreement;
- (e) Scheduled Downtime;

- (f) any interruption to the access or use of the Services that occurs in a non-production environment;
- (g) emergencies in the nature of security risks and updates to address such security risks;
- (g) the failure, interruption, outage, or other problem with a Third-Party Component; or
- (i) disabling, suspension, or termination of the Services for cause by Harris.

Availability Calculations:

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the SaaS is Available.	$\textit{Availability} = \frac{a - b - c}{a - b} \times 100$ <p>Where: a = Total minutes in the month b = Total minutes of planned maintenance in the month c = Total minutes of unplanned service outages in the month</p>	Each Calendar Month

Service Level Failures and Remedies:

In the event of a Service Level Failure, Harris shall issue a credit to

Organization in the amounts set out in the table below (a "**Service Level Credit(s)**"), provided however, that Harris has no obligation to issue any Service Level Credit unless Organization: (i) reports the Service Level Failure to Harris immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within ten (10) days of the Service Level Failure.

Service Period Availability (as calculated in the table above)	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fees)
Equal to or greater than 99.5%	0%
Equal to or greater than 98.5%	2%
Equal to or greater than 97.5%	6%
Less than 97.5%	12%

Service Level Credits are not compounding and shall be limited to a maximum of twelve percent (12%) of the pro-rated portion of the Annual Subscription Fees paid by Organization for the Services applicable to the calendar month in which the Service Level Failure occurred (and in no event shall the total Service Level Credits due to Organization in any twelve (12) month period exceed 12% of the Annual Subscription Fees). Any Service Level Credit due to Organization under this Attachment B will be issued to Organization and applied at the time of invoicing for the next applicable invoice date. This Part A sets forth Harris' obligation and liability and Organization's sole remedy for any Service Level Failure.

(c) Scheduled Downtime

Harris will use commercially reasonable efforts to:

- (i) Schedule downtime for routine maintenance of the Services between the hours of 7:00 p.m. and 6:00 a.m. Pacific Time on Business Days or anytime during Non-Business Days for the production environment; and

(ii) Give Organization at least 48 hours prior notice of all scheduled downtime of the Services ("**Scheduled Downtime**") for production and non-production environments under non-emergency/high-criticality situations.

(d) Data Retention

The data retention schedule is as specified:

Point-in-time restores (minute-by-minute) for previous 35 days

Two (2) rolling monthly backups: Most recent monthly backup plus prior month.

Three (3) rolling quarterly backups: Most recent quarterly backup plus two (2) prior quarters.

Annual backups, retained for 7 years

(e) Disaster Recovery

Organization data is located within multiple "Availability Zones," where point-in-time data can be recovered if required. All aspects related to our disaster recovery program and associated backups are tested as part of project implementation. In the event data were to become damaged or encrypted we would restore data stored securely in another location. This allows the INFINITY Platform to deliver a Recovery Point Objective (RPO) of 1 hour (typically < 5 minutes or less), and a Recovery Time Objective (RTO) of just 4 hours (typically 1 hour or less).

PART 3: SUPPORT SERVICES

Harris shall provide the First Line Support and the Second Line Support during the Support Hours throughout the Service Period in accordance with the terms and conditions of this SLA and the Main Body, including the Service Levels.

1.0 Support Services included

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
- Guaranteed Support on your existing applications for life
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- Online ticket access 24 x 7 with the following benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program

- Release notes
- Account Management Program
 - Regular calls with Customer Success Manager/Account Manager
 - Communication on new products and services
- Ability to attend the annual customer conference (attendance fees apply)

2.0 Support Service Levels

(a) Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests as set out below based on Organization's designation of the severity of the associated Error, subject to Harris' right to revise such designation after Harris' investigation of the reported Error and consultation with Organization;

(b) Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (High or Medium, respectively), if Harris Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

3.0 Response Times

Response times will vary and are dependent on the severity of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

- (a) Severity 1 – Critical/High: 1 - 4 hours
- (b) Severity 2 – Medium: 1 - 8 hours
- (c) Severity 3 – Low: 1 - 24 hours

4.0 Call Severities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call severities, 1, 2 & 3. A Severity 1 call is deemed by our support staff to be a High Severity call, Severity 2 is classified as a Medium Severity and Severity 3 is deemed to be a Medium/Low Severity. The criteria used to establish guidelines for these calls are as follows:

- (a) Severity 1 – High
 - System Down (users have no access to Advanced production environment)
 - Inability to process bills/invoices
 - Program errors without workarounds impacting critical processes
 - Aborted postings or error messages preventing data integration and update
 - Performance issues of severe nature impacting critical processes
 - Data Security issues
 - Issues causing critical integrations to completely fail

Note: the existence of a mutually agreed upon work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b) Severity 2 – Medium

- System errors without manageable workarounds
- Report calculation issues
- Error messages preventing data integration and update
- Issues causing non-critical integrations to fail completely
- Performance issues of severe nature not impacting critical processes

(c) Severity 3 – Low

- System errors that have manageable workarounds
- Performance issues not affecting critical processes
- Modification requests relating to efficiency or other usability considerations
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Requests/recommendations for enhancements on system changes
- Questions on documentation

5.0 Designated Representative

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with the Support Services (each such individual, a "Designated Representative"). The Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

6.0 Support Requests

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions within the service level definitions set forth above and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a "Support Request"). Organization shall include in each Support Request a description of the reported Error and the time Organization first observed the Error. The Service Level Table will not apply to support requests that do not follow the process set out in this section and Harris will not, in those circumstances, be required to meet the Service Levels.

7.0 Call Process

All Errors or questions reported to Harris are tracked via a support call ticket; Our current process for logging calls includes the following: TeamSupport (via website), email, and phone.

(a) Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description, including screenshots of steps, of your question or issue, a trace (xtrace) of the behaviour, and any other information you believe pertinent.

(b) Our support system or one of our support analysts will provide you with a ticket number to track your issue and your call will be logged into our support tracking database.

- (c) Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- (d) As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- (e) All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- (f) Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- (g) If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- (h) Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.
- (i) Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: " Client To Test") it may be closed after four weeks of inaction after reasonable attempt by Support to obtain an update. A closed ticket may be re-opened at any time.

8.0 Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support team lead or manager

Level 3: Contact the director or vice president of support

Level 4: Contact the executive vice president

9.0 Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. Staff will be available via the after-hours support phone to deal with critical incidents.

New Year's Eve:	Early Closure
New Year's Day:	Closed
Good Friday:	Closed
Victoria Day:	Closed
Canada Day:	Closed
Civic Holiday:	Closed
Labor Day:	Closed
Thanksgiving:	Closed
Christmas Eve:	Early Closure

Christmas Day: Closed
Boxing Day: Closed

10.0 Billable Support Services

The services listed below are examples of services that are out of scope of the Service Level Agreement and are therefore considered billable services:

- Extended training
- Forms redesign or creation (includes bill prints, notices, letters, forms, etc.)
- Setup and changes to interfaces or creation of new interfaces
- Setup of new utility services or changes to services / Rates
- Request to add/change business process configuration for new or changing requirements
- Setup of new receipt printers, printer setup changes
- Data conversions / global modification to setup table data

11.0 Test Databases & Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of additional test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

12.0 Updates

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

13.0 Remote Support Services

(a) Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("Remote Support Services") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Advanced Cloud Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Main Body ;

(b) To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers)

(c) Harris shall treat any information it collects, maintains, processes or uses under this Section 13 as Organization's Confidential Information.

14.0 Out-of-Scope Services

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this SLA and the Main Body.