FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **N. HARRIS COMPUTER CORPORATION,** a Canadian corporation, whose address is 1 Antares Drive, Suite 100, Ottawa, ON K2E 8C4, Ontario, CA (the "Contractor"), individually a "Party" and jointly "the Parties."

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor through a competitive selection and the City's Executive Order 8 for the purchase of software licensing, implementation, and support of the Advanced CIS Infinity Customer Information System software solution supporting (this "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the City's Chief Information Officer ("CIO") or other designated personnel of the Department of Technology Services ("Agency" or "TS").

2. **DEFINITIONS**
   2.1. "**City Data**" means all information processed or stored on computers or other electronic media by the City or on the City's behalf or provided to the Contractor for such processing or storage, as well as any information derived from such information. City Data includes, without limitation: (i) information on paper or other non-electronic media provided to the Contractor for computer processing or storage, or information formerly on electronic media; (ii) information provided to the Contractor by the City, other users, or by other third parties; and (iii) personally identifiable information, confidential or sensitive information, or other regulated data from such users or other third parties, including from the City's employees.

   2.2. "**Completion of Services**" means that the Software is operational and performing in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the City commences using the Software as its predominant business system.

   2.3. "**Deliverable(s)**" means a tangible object, SaaS, or On-Premise Software that is provided to the City by the Contractor under this Agreement. It is specifically understood that all software products are licensed, not sold, and that nothing in this Agreement will confer on the City any ownership interest in the Contractor's software.

   2.4. "**D(d)ata**" means information, regardless of form, that can be read, transmitted, or processed.

   2.5. "**Documentation**" means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

   2.6. "**Effective Date**" means the date on which this Agreement is approved and signed by the City as shown on the City's signature page.

2.7. "**Exhibits**" means the exhibits and attachments included with this Agreement.

2.8. "**On-Premise Software**" means software that the Contractor provides for the City's use. For the avoidance of doubt, On-Premise Software does not include SaaS, though On-Premise Software may interface with SaaS.

2.9. "Release" means an Update and an Upgrade.

2.10. "**SaaS**" means a software-as-a-service that the Contractor hosts (directly or indirectly) for the City's use. For the avoidance of doubt, SaaS does not include Services or On-Premise Software.

2.11. "**Service(s)**" means the technology related professional services to be performed by the Contractor as set forth in this Agreement and shall include any services or support provided by the Contractor under this Agreement

2.12. "**Software**" means the software products that are listed in **Exhibit A** and includes any Update(s) or Upgrade(s) that have been provided to the City. Third Party Software is not included in the definition of Software.

2.13. "**Service Provider Content**" means content such as software (including machine images), data, text, audio, video or images that the Contractor's service provider or any of its affiliates make available in connection with the Software Services to allow access to and use of the Software Services, including APIs; WSDLs; documentation; sample code; software libraries; command line tools; proofs of concept; templates; and other related technology (including any of the foregoing that are provided by our personnel). Service Provider Content does not include the Software Services or other third-party software, data, text, audio, video or images made available to City in conjunction with the Software Services. Some Service Provider Content may be provided to City under a separate license, such as the Apache License, Version 2.0, or other open-source license.

2.14. "**Services**" and "**Software Services**" each means the web-based service(s) to be provided by or on behalf of the Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by the Contractor's service providers and the delivery of exclusive access via the Internet to the City to use the Software granted to the City pursuant to this Agreement.

2.15. "**Specifications**" refers to such technical and functional specifications for On-Premise Software, SaaS, and/or Deliverables included or referenced in an Exhibit.

2.16. "**Subcontractor**" means any third party engaged by the Contractor to aid in performance of the Work.

2.17. "**Task Order**" means a document issued in accordance with this Agreement that specifically describes the Work to be performed.

2.18. "**Third Party Components**" means any third-party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that the Contractor or its service providers has licensed or purchased and provided access to or otherwise made available to the City as part of the Services or the Software. Third Party Components includes but is not

limited to Microsoft Azure® (unless and until otherwise indicated by Contractor in accordance with the terms of this Agreement).

2.19. **"Third Party Software"** means the third-party software product licensed to the City by the applicable licensors as listed in **Exhibit A**. The terms and conditions for the third-party software are listed in **Exhibit D**, MyMeter Utility License.

2.20. **"Update"** means any published changes, additions or corrections to the applicable software that primarily include a minor modification or enhancement to the software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

2.21. "**Upgrade**" is a major overhaul of the applicable Software which is a complete new published version of the software that modifies, revises or alter the Software and adds features, functionality or left of the decimal point in the version number (for example, a change from 1.X to 2.X).

2.22. "**User**" means any employee of the City or any of the City's agents who are authorized by the Contractor pursuant to this Agreement to have access to the Software.

2.23. "**Work**" means the Software, Software Services, Services, hardware, or Deliverables provided and/or performed pursuant to this Agreement.

2.24. "**Work Product**" means the tangible and intangible results of the Work. "Work Product" does not include any material that was developed prior to the Term that is used, without modification, in the performance of the Work. It is specifically understood that all software products are licensed, not sold, and that nothing in this Agreement will confer on the City any ownership interest in the Contractor's Software.

3. SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED

3.1. As the City directs, the Contractor shall diligently undertake, perform, and make available the technology related Work set forth in the Exhibits. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be provided and performed as stated herein and shall materially conform to the Specifications. The Contractor is ready, willing, and able to provide the Work required by this Agreement.

3.2. <u>Method of Delivery:</u> The Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in any support guidelines appended to any relevant SOW, effective on the date support services fees are due, as detailed in the SOW (Exhibit "A"). Such services may be modified upon mutual agreement. The City will establish auto remote access procedures compatible with the Contractor's current practices.

4. TASK ORDERS FOR ADDITIONAL PRODUCTS AND SERVICES

4.1. To initiate a Task Order, the City will provide a request to the Contractor describing the general scope and intent of the Work it desires the Contractor to perform under that Task Order. The Contractor shall submit a proposal, which shall include a quote, to the City in response to the City's request. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained therein. Each Task Order shall include a detailed scope of

Services, level of effort, timeline for completion, rates or fixed fee pricing, and payment schedule, including a "not to exceed" amount, specific to each Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

4.2. The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. Task Orders may also be terminated in accordance with this Agreement's termination provisions. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor's performance.

5. **TERM**: This Agreement will commence on July 1, 2025, and will expire, unless sooner terminated, on July 1, 2030 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6. **END OF TERM EXTENSION**: If this Agreement approaches the end of its Term, the City, at its discretion and upon written notice to the Contractor as provided herein, may unilaterally extend the Term for a period not to exceed six months (an "End of Term Extension). The provisions of this Agreement and the pricing in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending this Agreement. To facilitate any agreed upon extensions in a timely manner, the Contractor shall negotiate any extension of this Agreement in good faith and provide the City all required order forms and updated pricing information to the City no later than one hundred twenty (120) days prior to the expiration of the Term. If the Contractor does not intend to extend the Term of this Agreement, the Contractor shall provide prompt notice to the City but not later than one hundred eighty (180) days prior to the expiration of the Term of its intent to let this Agreement lapse without an extension or replacement contract. The Contractor's obligation to facilitate a timely renewal under this Section is a material part of this Agreement.

7. **COMPENSATION AND PAYMENT**

    7.1. **Fees**: The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under this Agreement the fees described in the attached Exhibits. Amounts billed may not exceed rates set forth in the Exhibits and will be made in accordance with any agreed upon payment milestones; provided, however, that any and all annual fees for

additional years which are not specifically addressed as sums certain in the Exhibits are subject to annual increases based upon the Contractor's then-current rates

7.2. <u>Reimbursement Expenses</u>: Unless specifically agreed upon in a writing between the Parties, there are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget as described in the Exhibits. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing their obligations under this Agreement including but not limited to personnel costs, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

7.3. <u>Invoicing</u>: The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance, §§ 20-107, *et seq.*, D.R.M.C, and no Exhibit or order form shall modify the City's statutory payment provisions.

7.4. <u>Maximum Contract Amount</u>

    7.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Eight Million Dollars ($8,000,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

    7.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

8. <u>TAXES, CHARGES AND PENALTIES</u>: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

9. <u>STATUS OF CONTRACTOR</u>: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

10. <u>TERMINATION</u>

    10.1. Either Party may terminate this Agreement, and the City may terminate a product under this Agreement, for the other Party's material breach by written notice specifying in detail the

nature of the breach, effective in thirty (30) days unless the other Party first cures such breach, or effective immediately if the breach is not subject to cure.

10.2. The City has the right to terminate this Agreement or a product under this Agreement without cause at the end of each annual term by providing thirty (30) days prior written notice to the Contractor. Nothing in this Agreement grants the Contractor the right to perform beyond the time when its Work becomes unsatisfactory to the City. Notwithstanding anything to the contrary contained in this Agreement, if the City exercises its right to terminate before the start of a new annual term, the City shall be under no obligation to make further payment(s) for any subsequent subscription years, licensing fees, or support costs as outlined in the attached Exhibits. Furthermore, unless otherwise stated in the Exhibits, the City shall not be entitled to any refund for the remainder of the prepaid annual term then in effect at the time of termination without cause.

10.3. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees of the Advanced business unit are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

10.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed. Upon The City's request or upon termination, the Contractor shall return to the City all property placed in the Contractor's possession or control pursuant to this Agreement. Upon termination or expiration of this Agreement, the City's right to access the Work will immediately cease, and the Contractor will stop providing Services. The City shall pay for Services performed and approved expenses incurred through the termination date.

10.5. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. If this Agreement ceases to further the public interest of the City, or if the City fails to appropriate the necessary funding to continue this Agreement, the City, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest or for lack of appropriation shall not be equivalent to a City right to terminate for convenience or without cause. This Subsection shall not apply to a termination of this Agreement by the City for a breach of contract by the Contractor. If the City terminates this Agreement in the public interest or for lack of appropriation, the City shall pay the Contractor an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily delivered or completed and accepted, as determined by the City, less payments previously made.

11. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and

retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

12. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

13. **INSURANCE**

    13.1.   **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall endeavor to provide notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Contractor shall endeavor to provide such notice thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

13.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

13.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

13.4. **Waiver of Subrogation**: For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.

13.5. **Workers' Compensation and Employer's Liability Insurance**: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

13.6. **Commercial General Liability**: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

13.7. **Automobile Liability**: The Contractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

13.8. **Cyber Liability**: The Contractor shall maintain Cyber Liability coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

13.9. **Technology Errors & Omissions**: The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

14. DEFENSE AND INDEMNIFICATION

14.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all third-party

liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

14.2.   The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

14.3.   The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

14.4.   Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

14.5.   The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

14.6.   The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation

does not extend to the City's generated content using the Contractor's software, including any configuration or customization of the Contractor's software by the City.

14.7. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

15. **LIMITATION OF LIABILITY**: To the extent permitted by law, neither Party shall be liable for indirect, special, incidental, consequential, or punitive damages, or loss of profits, revenue, use, data, or business. Each Party's total liability shall not exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. These limitations do not apply to: (i) indemnification obligations; (ii) bodily injury or property damage; (iii) willful misconduct or bad faith; (iv) confidentiality breaches; (v) payment obligations; (vi) intellectual property infringement; or (vii) data security violations. These limitations apply regardless of legal theory. Any claims for losses or damages that are subject to insurance coverage will remain subject to the limitation of three (3) times the Maximum Agreement Amount payable by the City under this Agreement, regardless of the amount of insurance coverage available or paid.

16. **COLORADO GOVERNMENTAL IMMUNITY ACT**: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

17. **COMPLIANCE WITH APPLICABLE LAWS AND POLICIES**: The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

18. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

19. **DATA PROTECTION**: The Contractor recognizes and agrees that: (i) City Data is valuable property of the City; (ii) City Data may include Confidential Information, protected or regulated data, and trade secrets of the City; and (iii) the City has dedicated substantial resources to collecting, managing, protecting, and compiling City Data. The Contractor recognizes and agrees that City Data may contain personally identifiable information or other sensitive information, even if the presence of such

information is not labeled or disclosed. If the Contractor receives access to City Data, the Contractor shall comply with all applicable data protection laws, including the Colorado Consumer Protection Act and the Colorado Privacy Act, to the extent applicable. Other such obligations may arise from the Health Information Portability and Accountability Act (HIPAA), IRS Publication 1075, Payment Card Industry Data Security Standard (PCI-DSS), and the FBI Criminal Justice Information Service Security Addendum. At a minimum, the Contractor shall implement and maintain all commercially reasonable and appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to the Contractor's performance under this Agreement. The Contractor shall also comply with the terms and conditions in the attached **Exhibit E**, Information Technology Provisions. Any Exhibit or external term hereto may not waive or modify the Contractor's legal obligations to protect City Data in compliance with applicable law under this Agreement.

20. **SAFEGUARDING PERSONAL INFORMATION**: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, including, but not limited to, first and last name, residence or other physical address, banking information, electronic mail address, telephone number, credit card information, an official government-issued driver's license or identification card number, social security number or tax identification number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also include "personal information" as defined in § 24-73-103(1)(g), C.R.S. If the Contractor or any of its Subcontractors receives PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer and data access security, data storage and transmission encryption, security inspections, and audits. As applicable, the Contractor shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and Subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or local law.

21. **SECURITY BREACH AND REMEDIATION**

    21.1. **Security Breach**: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data (a "Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge,

instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City.

21.2. **Remediation**: The Contractor shall implement and maintain a program for managing actual or suspected Security Breaches. In the event of a Security Breach, the Contractor shall cooperate with the City and law enforcement agencies, when applicable, to investigate and resolve the Security Breach, including, without limitation, providing reasonable assistance to the City in notifying third parties. The Contractor shall provide the City prompt access to such records related to a Security Breach as the City may reasonably request; provided such records will be the Contractor's Confidential Information, and the Contractor will not be required to provide the City with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection do not limit the City's other rights or remedies, if any, resulting from a Security Breach. In addition, unless the Security Breach resulted from the City's sole act or omission, the Contractor shall promptly reimburse the City for reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach attributable to the Contractor or its Subcontractors.

22. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

22.1. **Compliance**: The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

22.2. **Testing**: The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq*., C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to § 24-85-103 (2.5), C.R.S.

22.3. **Validation and Remediation**: The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

Notwithstanding the foregoing, if remediation requested is deemed by the Contractor not to be commercially reasonable, the Contractor may terminate this Agreement as to the allegedly defective product upon notice to the City. The Contractor shall provide a pro-rated refund for the loss of access to the defective product. If the loss of the defective product materially alters the functionality of the Software or frustrates the purpose of this Agreement, the City may, in its discretion, terminate this Agreement.

23. CONFIDENTIAL INFORMATION

23.1.   "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, §§ 24-72-201, *et seq*., C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

23.2.   The Contractor shall provide for the security of Confidential Information and information which may not be marked but constitutes personally identifiable information or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws and regulations. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

23.3.   Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

23.4.   Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all

materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, attorneys' fees, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section.

24. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not sell, transfer, assign, subcontract performance obligations, or otherwise dispose of this Agreement or any portion thereof, including any right, title, or interest therein, without the City's prior written consent. The City shall not unreasonably withhold approval of an assignment when the Contractor is in full compliance with this Agreement and the proposed assignee, in the City's opinion, possesses sufficient business experience, aptitude, and financial resources to perform its obligations under this Agreement. The City may, at its reasonable discretion, approve the assignment, subcontract, or transfer in writing, deny it, or refer the matter to the City's governing bodies for approval. The City may execute its written approval of assignment through a signed consent letter without requiring a formal amendment to this Agreement, provided such consent letter explicitly references this Agreement. Any approved assignee shall be subject to all terms and conditions of this Agreement and other supplemental contractual documents; however, no approval by the City shall obligate the City beyond the provisions of this Agreement. Any assignment or subcontracting without the City's consent shall be ineffective and void and shall constitute grounds for termination of this Agreement by the City. Should unauthorized assignment or subcontracting occur, the Contractor shall remain responsible to the City, and no contractual relationship shall be created between the City and any subcontractor or assignee. This provision shall also apply to any reassignment of this Agreement due to change in ownership of the Contractor, and the Contractor shall notify the City in writing of any assignment due to change in ownership within thirty (30) days of such change.

25. **WARRANTIES AND REPRESENTATIONS**

   25.1.   Software Warranty. The Software will substantially perform as described in the Documentation for a period of ninety (90) days from the Completion of Services if the Software is used in accordance with the Documentation, the terms of this Agreement and where the City has required third party programs and the hardware meets the requirements. The City's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

25.2. Hosting Services Warranty. During the duration of this Agreement, Contractor warrants to City that the Hosting Services will perform substantially in accordance with the published user guides for the Hosting Services posted by its hosting provider, as such user guides may be updated by said provider from time to time.

25.3. In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by Contractor, provided City has ongoing Support and Maintenance services with Contractor pursuant to this Agreement, Contractor will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of this Agreement. Contractor reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Contractor's own choosing.

25.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THAT THE CITY'S USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE SERVICES, SOFTWARE, DOCUMENTATION AND/OR INFORMATION OBTAINED BY THE CITY THROUGH THE SERVICES, SOFTWARE AND/OR DOCUMENTATION WILL MEET THE CITY'S REQUIREMENTS.

25.5. CONTRACTOR AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. CONTRACTOR AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CITY'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.

25.6. **Customization Services**: The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner.

25.7. **Third-Party Warranties and Indemnities**: No warranties or indemnities are provided for any third-party products. Contractor will pass through any such warranties and indemnities from third parties as it may receive on the City's behalf.

26. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

27. **<u>NO AUTHORITY TO BIND CITY TO CONTRACTS</u>**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

28. **<u>AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS</u>**: Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

29. **<u>SEVERABILITY</u>**: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

30. **<u>CONFLICT OF INTEREST</u>**: No employee of the City shall have any personal or beneficial interest in the Services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

31. **<u>NOTICES</u>**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail with read receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by certified or registered mail to the addresses set forth herein. The Parties may designate

electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

32. **DISPUTES**: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

33. **GOVERNING LAW; VENUE**: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

34. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

35. **LEGAL AUTHORITY**: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

35. **LITIGATION REPORTING**: If the Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Contractor's ability to perform its obligations under this Agreement, the Contractor shall, within 10 days after being served, notify the City of such action and deliver copies of such pleading or document, unless protected by law, to the City.

36. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

37. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

38. **ORDER OF PRECEDENCE**: In the event of any conflicts between the provisions in the body of this Agreement, the Exhibits, or any other attachment hereto, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no terms within any subsequent order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.

39. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Agreement and any Exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. Furthermore, a grant of property or intellectual property rights to the City that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for the City's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and all other information provided by the City in such format as the City may reasonably require and permanently erase all copies thereof.

40. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

41. **FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

42. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

43. **CITY EXECUTION OF AGREEMENT**: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

44. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to this Agreement or to Services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City' written approval. Any oral presentation or written materials related to Services performed under this Agreement will be limited

to Services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

45. **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on the Contractor's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.

46. **THIRD-PARTY TERMS**: The Contractor acknowledges and agrees that except as otherwise expressly agreed between the Parties, that the City shall not be obligated to agree to any third-party terms or execute contracts or orders with any third party. If the Contractor cannot provide the Work under this Agreement without obligating the City to external terms or conditions, then the Contractor shall immediately notify the City in writing and provide the City a full prorated refund for any prepaid amount. The Contractor shall be solely responsible for securing any necessary third-party rights or licenses required to provide the Work under this Agreement without imposing additional obligations on the City not contained in this Agreement.

47. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in the main body of this Agreement; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

48. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: To the extent applicable, the Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

49. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

50. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

51. <u>ATTACHED EXHIBITS INCORPORATED</u>: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Order Form; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Hosting and Support Agreement (Incl. Azure passthroughs); **Exhibit D**, MyMeter Utility License; and **Exhibit E**, Information Technology Provisions.

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Contract Control Number: TECHS-202578455-00
Contractor Name: N HARRIS COMPUTER CORPORATION

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:
                                                 _____

_____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: By:
_____   _____

                                                 By:
                                                 _____

Contract Control Number: TECHS-202578455-00
Contractor Name: N HARRIS COMPUTER CORPORATION

By: _____

Signed by:
E797AAFC90C34F7...

Name: Jean Soucy
        _____
       (please print)

Title: Chief Executive Officer
       _____
       (please print)

ATTEST: [if required]

By: _____

Name: _____
       (please print)

Title: _____
       (please print)

Harris

Exhibit A
Scope of Work ("SOW")

Table of Contents

Exhibit "A" – Scope of Work

Exhibit "A" – Scope of Work

Part 1: Executive Summary

1.   Project Overview
1.1   Introduction
Client has selected Harris as its vendor partner of choice to assist in the implementation of the Advanced CIS Infinity Customer Information System ("CIS") software solution.

Client and Harris have proposed a joint team to collaboratively implement a cloud-hosted solution supported and maintained by Harris. The solution will be implemented using resources from both organizations. Except as otherwise expressly set forth herein, this Scope of Work ("SOW") shall be subject to the terms and conditions of the Framework Agreement between Client and Harris. These agreements become effective upon signature by and between Harris and Client and are hereby incorporated by reference. In the event of a conflict between this SOW and the Framework Agreement, this SOW shall control.

This SOW defines the work to be performed by Harris and Client for the project. This SOW includes a scope definition, fees, and other terms and conditions specific to the services requested by Client. "The Engagement" shall mean the performance by Harris of the services described in this SOW.

Advanced CIS Infinity is an off-the-shelf Customer Information System that can be configured to meet unique client requirements. Any software functionality or configurations not outlined within this SOW are considered out of scope for this project.

1.2   Project Objectives
This Scope of Work ("SOW") documents the methodology, implementation stages, activities, roles and responsibilities and project scope of the Agreement between Harris and Client (collectively hereinafter the "Project").

The overall goals of the project are to:
- Successfully implement all modules within the contracted scope on time and within the anticipated budget.
- Increase organizational efficiency and empower users to be more productive.
- Provide exceptional levels of customer service by improving accessibility for external and internal customer needs.
- Overcome current challenges and meet future goals.
- Provide integration across business systems.
- Provide growth, innovation, and excellence.

Exhibit "A" – Scope of Work

Part 2: Project Foundation

2.1 Project Governance

Project Governance is the management framework that ensures the project is well-managed and meets its objectives. The role of project governance is to provide a structured framework that ensures effective decision-making, accountability, and alignment with organizational goals throughout the lifecycle of the project. This plays a vital role in guiding projects toward successful outcomes by establishing clear structures, promoting accountability, and aligning efforts with organizational objectives.

Throughout the project, Harris and Client will be in partnership to define roles and responsibilities, facilitate decision making, establish a framework for escalation of risks and issues, quality assurance, change control review and authority and organizational change management. Refinement of the governance structure will occur during the initial planning stage of the project.

Project Governance	
Client Leadership	**Harris Leadership**
Executive Sponsor: Provides a clear vision for the project, guarantees necessary resources, makes decisions and champions the project.	Executive Sponsor: Provides leadership, support and oversight.
Steering Committee: Provides strategic guidance, allocates resources, monitors progress and evaluates performance.	Implementation Manager: Coordinates resources, communicates with the steering committee, monitors progress and evaluates the goals.
Project Manager: Oversees project schedule and tasks.	Project Manager: Oversees project schedule and tasks.

2.2 Managing Scope and Project Change

2.2.1 Change Control

Change control refers to a systematic approach to managing all changes with the project's scope, schedule and resources. It ensures that any modifications that arise from new requirements, unforeseen challenges, or stakeholder requests are carefully evaluated, documented and approved before being implemented. Changes to contractual requirements will follow the change control process, described in section 2.2.2 Change Request Management.

2.2.2 Change Request Management

Change request management is the structured process of documenting, evaluating and implementing changes to the project scope, requirements, functionality, resources, and/or timeline. This process formally documents any necessary modifications to assess them for their impact on the overall project

Exhibit "A" – Scope of Work

and executes them in a manner designed to minimize disruptions and maintain project integrity. This documentation will include the following information:

- A description of the change
- The change's impact on the project
- Any risks that may arise as a result of the change
- An estimate of the cost/savings to the Client

Client will, in good faith, approve or deny any change request within 10 days unless previously agreed upon with Harris . Any changes to the project scope, budget, timeline must be documented and approved, in writing. Changes to budget will be calculated at the then-current rate using the rate on the date the documentation is being created.

The Harris Project Manager will communicate the then-current rate early in the change request process. Wherever possible, changes will be documented using a Change Request form. These forms constitute a formal amendment to the Scope of Work, once approved by both parties, and supersede any conflicting term(s) in the Scope of Work.

In the event of a material change to the contract and its terms, a contract amendment will be written by Harris. Harris and Client will work together with their respective legal departments to document said change(s) and approve them within a mutually agreeable timeframe.

2.3 Acceptance Process

Implementing a new software solution requires decision makers. Over the course of the project, decisions from high level strategy to smaller details will need to be made by the right people. It is critical to the success of this project that Client designates the appropriate individuals at to make the decisions for their respective departments.

Harris and Client will each assign a Project Manager to lead and guide their teams throughout this engagement. Harris will allocate up to 100% (up to 160 hours per month) for a full-time Project Manager to this project. Should additional time be required, Harris will issue a change order to accommodate the request.

Client Project Manager will coordinate the appropriate decision makers to gain feedback, approval and signatures for deliverables. If the decision maker is unavailable, Client leadership will designate a named proxy to act with the authority to make decisions on behalf of their department.

Deliverables and Control Points will be accepted as follows:
- The Client shall have five (5) business days from the date of delivery, unless mutually agreed upon in writing, to accept each deliverable or control point. If the Client does not provide acceptance or acknowledgement within five (5) business days, or the mutually agreed upon period, Harris shall deem the deliverable or control point as accepted.

Exhibit "A" – Scope of Work

- The Client shall have five (5) business days from the date of delivery, unless mutually agreed upon in writing, to provide a written dispute of a deliverable or control point to the Harris Project Manager.
- Harris shall address any deficiencies and redeliver the deliverable or control point. The Client shall then have two (2) business days from the date of redelivery, unless mutually agreed upon in writing, to accept or again provide a written dispute the deliverable or control point. If the Client does not provide acceptance within two (2) business days, or a mutually agreed upon time frame, Harris shall deem the deliverable or control point as accepted.

2.4 Roles and Responsibilities

The roles and responsibilities of project resources for Harris and Client are defined herein. These roles and responsibilities may not align with a resource's role within the organization or the jurisdiction but are the roles for this project. Roles may include more than one resource just as one resource may play more than one role.

2.4.1 Harris Roles and Responsibilities

2.4.1.1   Harris Executive Sponsor:
  a. Provides indirect oversight as part of the Harris escalation process.
  b. Resolves all decisions and/or issues not resolved at the implementation management level.
  c. Supports interdepartmental collaboration, as needed, to escalate and facilitate the project's implementation.
  d. As a counterpart of the Client's executive sponsor, this role provides direction for Harris staff to execute deliverables within the scope of this Scope of Work.

2.4.1.2   Harris Implementation Manager:
  a. Provides indirect oversight as part of the Harris escalation process.
  b. Consults directly with the Harris Project Managers to resolve critical path issues and decisions.
  c. Determines the best solution within Harris or in collaboration with the Client team, as necessary.
  d. Allocates Harris resources and ensures internal collaborative support.

2.4.1.3   Harris Project Manager:
  a. Provides direct oversight of the project.
  b. Coordinates Harris resources between departments.
  c. Manages the budget, schedule, risk and issue register.
  d. Engages as the primary point of contact between the Client and Harris.
  e. Provides mutually agreed upon updates to the Client Steering Committee and Harris leadership.

2.4.1.4   Harris Application Consultant:
  a. Responsible for the functionality of the solution, including design, configuration, testing and Go-Live support, to facilitate integration across Client business units.

Exhibit "A" – Scope of Work

b. Provides knowledge and experience with the Software to provide expert guidance.
c. Educates the Client team about the Software through one-on-one coaching and support.
d. Recommends and implement actions for problem prevention and resolution.
e. Oversees and manages the Client's decisions related to Software functionality.

2.4.1.5   Harris Technical Consultant:
a. Learns the Client's business processes and translates them into analysis and design documents.
b. Reports status and metrics for functional activities.
c. Serves as Harris 's test lead.
d. Manages and resolves issues.
e. Provides expertise based on knowledge and experience with the Software.
f. Assists the Client's team in understanding the System.

2.4.1.6   Harris Business Analyst:
a. Understands the Client's business processes and translates them into analysis and design documents.
b. Creates and maintains future state documentation.
c. Proposes and implements actions for problem prevention and resolution.
d. Collaborates with the Client's team to ensure proper understanding of business processes throughout the implementation.

2.4.1.7   Harris Development-Operations:
a. Maintains Harris infrastructure requirements and design documents.
b. Deploys licensed software on designated server(s).
c. Supports the project team with technical and environmental issues as needed.

2.4.1.8   Harris Data Engineer:
a. Formats Client data file(s) for conversion.
b. Develops custom scripts to map and convert legacy system data into the Harris database for production use.
c. Oversees all conversion-related activities, including data mapping, programming, unit testing, data validation, executing conversions during testing, simulation, and financial reconciliation with Legacy Systems leading up to Go-Live.

2.4.1.9   Harris Trainer:
a. Develops custom training scripts for Client business processes.
b. Delivers interactive instructor-led training sessions and workshops to educate end users on the software.
c. Facilitates hands-on exercises and simulations to reinforce learning and improve user proficiency.
d. Provides security training and education to Client.

Exhibit "A" – Scope of Work

2.4.1.10   Harris Sales Executive:
a. Conducts introductions between Client and Harris project team.
b. Transfers knowledge from Sales to Professional Services during project kickoff and provides ongoing historical information, as needed, throughout the implementation.
c. Provides pricing information if additional licenses and/or services are needed.

2.4.2 Client Roles and Responsibilities

2.4.2.1   Client Executive Sponsor:
a. Represents the project to the executive management group and champions it with executive leadership to secure organizational-wide buy-in.
b. Ensures that the project is aligned with the organization's strategy and plan, prioritizing it among other initiatives.
c. Actively supports and directs organizational change management to facilitate successful implementation.
d. Resolves escalated issues as needed and acts as the final authority on all escalated project matters, serving as the counterpart to the Harris Executive Sponsor.

2.4.2.2   Client Steering Committee:
a. Secures spending authority and resources for the project, ensuring it is adequately staffed and prioritized within the organization.
b. Acts as a vocal and visible champion, legitimizing the project's goals and objectives while maintaining visibility on major project activities.
c. Provides support for Project Managers and oversees the project holistically, resolving decisions and issues that have not been addressed at the Project Manager level.
d. Resolves escalated issues as needed and has the authority to approve or deny changes related to cost, scope, schedule, project goals, and organizational policies.
e. Suggests and implements actions for problem prevention and resolution related to Organizational Change Management.
f. Collaborates with the Client's Communication and Human Resources departments to ensure conformity to processes and procedures.

2.4.2.3   Client Project Manager:
a. Provides direct oversight of the project.
b. Authorized to make decisions regarding project scope, schedule and task assignment.
c. Reports to the Client steering committee to determine the appropriate escalation points.
d. Provide timely communications to the Harris Project Manager.
e. Coordinates Client resources between departments.
f. Engages as the primary point of contact with Harris.
g. Collaborates with Harris Project Manager to:
    - Establish an appropriate process to ensure scope and budget transparency.

Exhibit "A" – Scope of Work

- Establish and manage the project schedule and resource allocation.
- Establish a risk and issue tracking process and takes all necessary steps to proactively mitigate these items, escalating them when necessary.
- Ensure that Client deliverables are complete by the scheduled deadline.

2.4.2.4   Client Functional Leads:
a.   Communicate existing business processes and procedures to Harris Business Analysts.
b.   Authorized to make business process change decisions quickly and able to identify business process changes that may require escalation.
c.   Identify and include additional functional leads or subject matter experts to participate in Functional Discovery.
d.   Provide project team and end users dedicated time to complete required project tasks.
e.   Champion the project within their department and supports business process change.
f.   Identify and communicate roadblocks and challenges to complete scheduled tasks before the due date.
g.   Actively participate in all aspects of the project with their department.

2.4.2.5   Client Power Users:
a.   Participate in project activities as requested by the project team.
b.   Provide subject matter expertise during Functional Discovery.
c.   Attend all scheduled training sessions.
d.   Participate in all remote learning sessions.
e.   Participate and provide feedback during Iterative Testing Cycles.
f.   Adopt and support changed procedures.
g.   Complete all deliverables by the scheduled due dates.

2.4.2.6   Client End Users:
a.   Attend all scheduled training sessions.
b.   Participate in all remote learning sessions.
c.   Complete all deliverables by the scheduled due dates.
d.   Utilize software to perform job functions by adopting the new software.

2.4.2.7   Client Technical Lead:
a.   Coordinates updates and upgrades with Harris as needed.
b.   Coordinates and adds new users, hardware and other peripherals as needed.
c.   Validates user log-in procedures.
d.   Coordinates interface development with third party interfaces.
e.   Develops reports as needed.
f.   Ensures on-site system meets Harris provided requirements.
g.   Extracts and transmits legacy system data and control reports in accordance with the project schedule.
h.   Ensures Client GIS meets Harris provided requirements.
i.   Manages software upgrade activities post-production.

Exhibit "A" – Scope of Work

2.4.2.8   Client Change Management Lead:
a. Communicates changes across the organization and provides coaching to key Client personnel to support users through the changes.
b. Identifies the impacted areas and develops a plan to proactively address them, including identifying areas of resistance and monitoring post-production performance and adherence.

Exhibit "A" – Scope of Work

Part 3: Project Plan

3.1 Phase 1 – Project Initiation

The Project Initiation stage is the first stage of the project and lays the foundation for the success of the entire project by identifying and establishing a sequence and timeline for each subsequent stage while validating the scope of the project. This stage does not begin until this Scope of Work has been fully executed.

Objectives:
- Formally launch the project by introducing the Harris and Client Project Teams
- Assign Client and Harris project teams
- Establish project governance
- Define a communication plan
- Conduct a project risk and issue meeting
- Conduct a Stakeholder Meeting
- Create a Client project portal for the easy transfer of information
- Provide an initial project schedule
- Schedule installation of all licensed software

Deliverables:
- Project Portal
- Initial Project Schedule
- Hosted environment deployment scheduled
- Stakeholder Meeting Presentation

3.2 Phase 2 – Functional and Data Conversion Discovery Analysis

The Functional and Data Conversion Discovery stage will provide an opportunity to gather information related to current Client business processes. Harris will review and analyze Client's business practices to provide insightful analysis between current and future state and configuration requirements.

The Functional and Data Conversion Discovery Analysis phase will include workshops to review and evaluate current state processes, options within the new software, and make decisions about future state to best take advantage of standard Advanced CIS Infinity functionality.

3.2.1 Functional Discovery Analysis Workshops

Harris will lead and conduct Functional Discovery Analysis Workshops to appropriately review and confirm all required information for the analysis of the Client's current state business processes. Harris will deliver a Functional Discovery Document that captures the Client's current state and describes future-state decisions and configuration options to support future-state decisions.

The Client will adopt Harris best practice recommendations wherever possible to avoid project schedule and quality risk of over customization of Harris

Exhibit "A" – Scope of Work

software. The Client is responsible to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined in this Scope of Work. Harris best practice recommendations include:

- A reasonable business process change is available
- Functionality exists that satisfies the requirement
- Configuration of the software satisfies the requirement
- An in-scope modification satisfies the requirement

If Client rejects any of Harris' best practice recommendations, Client will be required to sign an acknowledgment of this decision. This acknowledgement will describe Harris' concerns about Client's requested functionality and Client's acceptance of the risk. This document will describe any impact on Harris' ability to provide ongoing support, including any impacts on annual software maintenance fees. Client's refusal to adhere to Harris' best practice recommendations will be considered outside the scope of this implementation and those requests will be subject to the change order process. Any subsequent reversal or modification of such functionality will also be a change in project scope and subject to the change control process.

Objectives:
- Gain a deep understanding of the relationship between current business processes and software functionality.
- Conduct workshops to gather essential functional requirements.
- Review critical documents and information, including:
  - Rate tariffs and system-generated fees
  - Chart of Accounts for GL/AP interfacing
  - Required service order information and associated file layouts
  - Payment types received and relevant payment information
  - Flow processes for penalties, collection, disconnections, and more
  - Data setup including persons, premises, and service types relevant to the Client's ordinances and legacy system

Deliverables:
- Functional Discovery Workshops
- Functional Discovery Document

3.2.2 Data Conversion Analysis Workshop

Harris will conduct a Data Conversion Discovery Analysis Workshop to produce a Data Conversion Plan. The data conversion analysis workshop will be led by Harris to review and confirm all required information from the Client's legacy data system. Harris will work with the Client team to determine the best conversion process and mapping of Client's legacy data into Advanced CIS Infinity software. Client will provide a data dictionary and entity relationship diagrams three weeks before the scheduled start of the workshop.

Harris will take on the additional task of analysis and mapping of the Client's four (4) legacy data system(s) to be converted into Advanced CIS Infinity software. This will include six (6) passes. Harris will require direct access to pull data from the legacy system and access to key personnel to answer questions

regarding parsing, merging, and concatenation that may be required to support the data conversion process through workshops.

Harris will convert the following four (4) legacy data systems:
- Storm-Merge
    - Storm drainage billing
    - Sidewalk billing
- Zuora
    - SWM-VBP billing
- Salesforce
    - SWM-VBP billing
- Share Drive
    - Existing customer documents

Once the Client legacy data cleanup process is complete to Client and Harris's mutual agreement and Harris is provided with the data in the mutually agreed upon format, Harris will convert Client's legacy data and load that data into Advanced CIS Infinity software.

Client will adopt Harris best practice recommendations wherever possible and allowed by local statute with regards to converting legacy system data. Any requirements outside of Harris best practice recommendations are outside the scope of this Scope of Work and subject to the change control process.

Objectives:
- Review and confirm all necessary information related to data conversion.
- Collaborate with the Client to establish data validation parameters and mapping.
- Conduct the Data Conversion Discovery Analysis Workshop, focusing on:
    - Preparation and provision of Customer Load Files (data structure templates) for the Client to prefill before the workshop.
    - Identification of required Client staff to participate, notified two weeks in advance.
- Client to provide access to the legacy data extract, the data dictionary, and the entity relationship diagrams three weeks ahead of the workshop.
- Work collaboratively with the Client to devise a strategy for converting legacy data into Advanced CIS Infinity software, including a comprehensive explanation of the conversion process and standard data validation parameters.
- Jointly review and present data validation criteria and Customer Load Files with the Client.
- Develop the Data Conversion Plan, which includes mapping the Customer Load Files and defining data validation parameters.

Notes:
1. Vendor recommends limiting the data to be converted from the legacy system to five years for Transactions, Reads, Bills, and Service Orders; any need for additional data will be reviewed during the session.

2. Data quality will be assessed before the kick-off through a standard questionnaire and during the data mapping pre-discovery sessions.

Deliverables:

- Data Conversion Workshop
- Data Conversion Plan
- Completed Customer Load Files

3.3 Phase 3 – Interface Discovery

Harris recognizes that some projects may require modifications to meet certain business needs, including interfaces with 3rd party products. A total of thirteen (13) interfaces listed in this Scope of Work are included in the project budget. Any additional interface requirements identified in the duration of the project will require the formal change management process.

Harris will review all interfaces identified in Task 3 of this Scope of Work and create a Business Requirements Document and Use Case Document for each interface. Harris will review these documents with Client for acceptance. It is Client's responsibility to ensure that all requirements are documented before signoff is completed. Any changes or additions to the signed document will be considered outside of scope require the formal change management process.

Interfaces requiring near real-time data exchange will be established using either REST or SOAP API, depending on project requirements. Third-party vendors involved in these integrations must have systems that support the chosen API specifications. The Client is responsible for coordinating and facilitating discussions between Harris and the third-party vendor, ensuring all necessary technical information is shared for successful integration.

Harris will provide only the API and associated documentation for these integrations. Harris's role is limited to delivering the API and offering guidance to the Client's technical team. Harris will provide limited API consulting to Client's third-party vendor regarding API documentation. Harris will not develop additional integration components, and all development work utilizing the API, including any customizations, will be undertaken by the Client or their designated resources. These integrations will facilitate data transfer only and will not include functionality beyond data exchange, such as payment processing.

The following interfaces are included in this Scope of Work:

VENDOR	SYSTEM	FORMAT	DIRECTION	
Denver Water	Sanitary/Sewer	Flat File	One Way	Inbound
Snowflake	Data Warehouse	Rest API	One Way	Outbound

Exhibit "A" – Scope of Work

Workday	Financials – GL and/or AP	REST API	One-way	Outbound
Salesforce	Customer Relationship Management	REST API	Two-way	Inbound & Outbound
Euna	Cashiering	REST API or Webservices	Two-way	Inbound & Outbound
Tyler	Property Tax & Liens	REST API or Webservices	Two-way	Inbound & Outbound
Inhouse	Bill Print & Mail	Flat-file	One-way	Outbound
Chase	Bank payments and lockboxes	Flat-file	One-way	Inbound
Chase	Bank ACH payments	Flat-file	One-way	Outbound
Chase	Payment Processing	Web services	Two-way	Inbound & Outbound
Esri	GIS	REST API	Two-way	Inbound & Outbound
TBD	IVR	Web services	Two-way	Inbound & Outbound
MyMeter	Customer Self-Serve Portal	REST API	Two-way	Inbound & Outbound

Objectives:
- Identify and analyze functional (business) requirements for integration.
- Develop Use Cases that outline specific integration scenarios.

Deliverables:
- Interface Discovery Agenda
- Interface Discovery Workshop
- Interface Business Requirements Document(s)
- Use Case Document(s)

3.4 Phase 4 – Additional Discoveries

3.4.1 Reports Discovery

Harris will conduct a Reports Discovery analysis to review Client's reporting requirements. Client will complete a report template that will outline the required Advanced CIS Infinity software's reports needed to support their business, with example documents. Harris will work with the Client to match each required report to a standard report in the software.

Advanced will provide up to 400 hours to define, scope and build custom client reports.

Any required report that does not have a standard report match or has not been identified as a custom report in the previous paragraph will be considered out of scope and will require the formal change management process to be added to this Scope of Work.

Objectives:

- Identify and document all required reports.
- Assess alignment with existing reporting functionality.

Deliverables:
- Reports Discovery
- Reports Analysis Spreadsheet

3.4.2 Bill Print and/or Notices and Receipt Discovery

Harris will conduct a Bill Print and/or Notices and Receipt Discovery Workshop to review standard Advanced CIS Infinity bill print types, notices and receipts, including e-bills. Harris will provide training to Client during this workshop to identify fields that can be modified and how.

Objectives:
- Assess the Client's bill print requirements.
- Produce a Bill Print Specification document based on the Client's existing formats.

Deliverables:
- Bill Print Discovery Workshop
- Bill Print Specifications

3.4.3 SmartVX Discovery

Advanced will conduct n to review options for personalized video communications using CIS Infinity data. The session will focus on identifying requirements for the Welcome Video configuration and delivery methods.

Objectives:
- Define video structure, branding, and data-driven content for the Welcome Video.
- Review available delivery options, including ad-hoc and batch emails.
Deliverables:
- SmartVX Discovery Workshop
- SmartVX Overview Document summarizing decisions and next steps.

3.5 Phase 5 – Initial Configuration and Conversion

During the Initial Configuration and Conversion phase, Vendor will facilitate the transition of Client's data from their four (4) legacy systems into the Advanced CIS Infinity software. Harris will extract and convert Client's data and facilitate mapping parameters into the Advanced CIS Infinity software. Harris will assist Client in identifying Baseline Accounts (up to 150 accounts) that represent a cross-section of Client customers for testing and quality assurance.

Objectives:
- Ensure a conversion of legacy data into Advanced CIS Infinity software.
- Develop a mapping from legacy systems to Advanced CIS Infinity software.

- Validate the initial configuration and conversion against set parameters specified in the Data Conversion Plan.

Deliverables:
- Initial Data Conversion Load
- Data Validation Results
- Initial Configuration Rollout
- Generic Testing Scripts/documents, including conversion, End-to-End Testing, and Bill Print Scenarios

A total of six (6) conversion passes are included in this Scope of Work.

3.6 Phase 6 – Core Team Training

Vendor will deliver a comprehensive training program for two (2) weeks, which includes both instructor-led and E-Learning sessions. The initial training will focus on Daily Processing, Cash, Billing, and Collections, ensuring a solid foundation before the Discovery sessions commence.

Objectives:
- Conduct training sessions covering all aspects of Software functionality, introducing alternative operational methods and documenting proposed adjustments to existing business processes.
- Include Client's subject matter experts in each session to confirm alignment with business objectives.
- Provide training on the Issues Tracking Tool to facilitate issue entry and tracking.
- Cover Client Owned Control Forms that are the responsibility of the Client to configure in preparation for Testing and Go-Live, including Security, System Administration, Letters, Actions, and Service Order Generation.

Deliverables:
- Standard Software Training Agendas
- Standard Software Training Workbooks

3.7 Phase 7 – Reports Development and Delivery

Harris will provide up to 400 hours to scope, define, document and build custom reports for Client. These reports will follow the specifications documented and approved in the Reports Discovery Phase (Subtask 3.4.1). Any custom reports that are not able to be built within these 400 hours will be recognized as out of scope and follow the Change Order Process.

Deliverables:
- Zero (0) Custom Reports

3.8 Phase 8 – Interface/Enhancement Delivery

Harris will design, test and QA thirteen (13) interfaces identified in Task 3.3. Harris technical team will provide documentation to Client. Harris will provide

Exhibit "A" – Scope of Work

two (2) training sessions (unless otherwise mutually agreed upon) for each of the thirteen (13) interfaces.
Deliverables:
- Connection, documentation, and QA of thirteen (13) interfaces

3.9 Phase 9 – Software Testing

Software Testing ensures that the software deployment and configuration meet the Client's specific business requirements. Harris will provide support for software testing, including onsite assistance, remote support, and issue resolution. On-site support will be provided per an agenda to be developed between the Harris and Client teams. Remote support will be provided at up to 4 hours of scheduled meetings per week.

The Harris Training Team will provide the Client with generic test scripts and work with the Client and Harris Technical Team to provide modifications of the test scripts to match Client's specific business scenarios. Harris will also provide up to two (2) resources for two (2) weeks of on-site testing at the start of each of the four below testing phases.

At the start of each test cycle, Harris Data Conversion Engineer will provide a full data conversion using the latest Client legacy data. Harris Technical Team will provide a report of balancing metrics agreed upon during Task 3.2.2. Client will enter any deficiencies into the appropriate issues tracker. This issues tracker will be maintained by the Harris Technical Team and reviewed by the Harris Project Manager and Implementation Manger to ensure that both Harris and Client staff are entering, working and resolving all items within a timely manner.

3.9.1 Functional Testing

Functional Testing is the first testing cycle in this implementation and does not test the system end-to-end or include any interfaces. Functional Testing will utilize baseline accounts to verify that the data conversion and fundamental system functions are operational. In this phase, the Client will test each rate element in the system, documenting the results to ensure that the billing process functions as expected prior to initiating cycle billing.

Deliverables:
- Functional Test Data Conversion Refresh and Validation Report
- Rates Testing Matrix

3.9.2 Integration Testing Cycles (ITC)

The Integration Testing Cycle involves comprehensive testing of data conversion and business processes using customized test scripts. This cycle is divided into two sub-phases: ITC1 and ITC2.
- ITC1 will exercise full-scale testing, incorporating interface and modification testing, and will include end-to-end processes and Client Owned Control Forms, including service orders and cycle billing.
- ITC2 will replicate the processes with a refreshed data conversion and any necessary configuration updates.

Exhibit "A" – Scope of Work

Deliverables:
- ITC1 Data Conversion Refresh and Validation Report
- ITC2 Data Conversion Refresh and Validation Report
- ITC1 Build Release for Modifications
- ITC2 Build Release for Modifications

3.9.3 User Acceptance Testing (UAT)

The final phase of testing is User Acceptance Testing (UAT) and begins with a code freeze. During UAT, only critical path items will be altered as agreed upon by both parties after analyzing and documenting the risks of introducing these changes. The Harris Project Manager will work with the Client to determine UAT acceptance criteria. Sign-off of the UAT acceptance criteria constitutes an acceptance of the system as Go-Live ready.

The Harris Project Manager will work with the Client to ensure that the test results for each testing phase provide evidence that Advanced CIS Infinity software capabilities have been properly tested in Client's test environment.
Deliverables:
- UAT Data Conversion Refresh and Validation Report
- UAT Acceptance Criteria

3.10 Phase 10 End User Training

End User Training (EUT) will equip the Client with a thorough understanding of the Advanced CIS Infinity software. Harris and Client will work together to identify the classes and staffing requirements of these sessions. EUT will be delivered on site and Client will ensure that the training area is set up per the Training Team's specifications. Client will provide the appropriate staff with the time and coverage to attend the necessary training sessions. Each EUT session will have an attendance sheet that will serve as a sign-off that the training has been conducted.

Objectives:
- Ensure that all End Users have the requisite knowledge and skills to effectively use the Advanced CIS Infinity software.
- Facilitate knowledge transfer through structured training sessions.

Deliverables:
- Completion of Instructor-Led and E-learning End User Training
- Training Session Attendance Report
- Training Session Sign-off Form

3.11 Phase 11 Cut-Over Plan/Go/No-Go

At the beginning of User Acceptance Testing, Harris and Client will develop Go/No-Go criteria listing the requirements defined in this Scope of Work. The Harris Project Manager will conduct a Go-Live assessment with the Client to identify risks and action items. Identified risks and a corresponding mitigation strategy will be documented. Harris and Client will jointly agree to proceed to

Exhibit "A" – Scope of Work

Phase 12 – Transition to Live. A Cut-Over Plan with critical dates will detail both Harris and Client's responsibilities will be communicated to the project teams.

Objectives:
- Identify risks and mitigation strategy.
- Establish an action plan for Go-Live.
- Inform stakeholders and project team of Go-Live activities.

Deliverables:
- Cut-over plan
- Signed Client authorization to proceed to Phase 12 – Transition to Live

3.12   Phase 12 Transition to Live

The Transition to Live will occur over a designated weekend, coordinated by the Harris and Client teams. Harris will provide the final data extract for data conversion. Harris will process this final extract and perform the final data conversion pass.

Deliverables:
- Data is available in production environment
- Client processes live data

3.13   Phase 13 Post Go Live

Harris will assist Client during the three (3) month post Phase 12 Transition to Live. During the Post Go-Live month, Harris will respond to outstanding risks according to the mitigation strategy documented in Phase 11 Cut-Over Plan/Go/No-Go. Configuration changes, code changes, or modifications will not be allowed during this time. Upon completion of the one (3) month Post Go-Live phase, the Client will transition to Harris's Customer Success department per the Support and Maintenance agreement.

Deliverables:
- Customer Success Transition.

Exhibit "A" – Scope of Work

Part 4: General Assumptions

Harris and Client will use this Scope of Work to manage the implementation of the Advanced CIS Infinity software. Specific assumptions related the implementation phases and requirements are documented throughout Scope of Work. The following assumptions should be taken into account over the course of the implementation to ensure continued alignment and address any risks or issues effectively:

4.1 Project

a. Project activities will begin after this agreement has been fully executed.
b. Harris and Client project teams will complete their assignments in a mutually agreed upon timeframe.
c. Workshops and meetings will be scheduled at a mutually agreed upon time.
d. Additional services, modules and interfaces not described in the SOW or Framework Agreement will be considered a change to the agreement and subject to the change control process.
e. Client will make reasonable effort to minimize the impact of competing initiatives within the organization.
f. Delays in completion, review and/or acceptance of any deliverable by the Client that extend the duration of the project will be subject to the change control process. This may result in additional costs incurred due to the delay, including but not limited to additional service hours for project management, technical resources, and conversion engineers.
g. In the event that the Client cancels services, including on-site visits, with less than two (2) weeks' notice, the Client will be billed by Harris for all non-refundable expenses incurred by Harris on behalf of the Client and daily fees related to the canceled services in the event that Harris is unable to reassign its personnel.
h. Travel Expenses are billed as incurred and based on mutually agreed upon onsite resources/activities. Please note Harris offers onsite, remote as well as hybrid implementations. Reducing onsite efforts reduces anticipated travel costs.

4.2 Change Management

Client is responsible for managing organizational change. Providing ongoing coaching to affected Client resources is crucial to ensuring a successful implementation and adoption of the new software.

4.3 Resources and Scheduling

a. The Client project team recognizes that this is a project and not normal daily operations. Team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of conflicting deadlines and multi-tasking for this project to be successful.
b. Harris and Client will make reasonable efforts to maintain stable project staffing for the life of the project.
c. Client will empower Client's project team to make timely decisions related to their business processes.

Exhibit "A" – Scope of Work

d. Client will ensure project team members are available for meetings, workshops and discussions.
e. During on-site visits, Client will provide adequate meeting space as well as private workspace for Harris personnel.
f. Harris and Client will work together to schedule on-sites that balance the project and team members' needs.

4.4. Data

a. Client will provide access and support to Harris to extraction, analyze, and convert Client's legacy data.
b. Client will validate all legacy data for accuracy. Harris is not responsible for erroneous data cleanup.
c. Client will provide each of the four (4) complete legacy data sources in a single source per legacy data system.
d. Client will provide the legacy data source for each conversion in SQL format unless a change in data format has been mutually agreed upon in writing. This may be subject to the change control process and result in delays to the project schedule.
e. Client will utilize the same business logic, including rate structures, general ledger accounts, bill print images, service orders and workflows across account types and services.
f. Client will review the converted data for accuracy and report issues during each testing cycle.
g. Harris will handle all data with confidentiality and discretion; initial data conversion passes may omit sensitive data. This will be documented and mutually agreed upon during the Data Conversion Workshop.
h. Client is responsible for creating data warehousing for external report generation.

Exhibit "A" – Scope of Work

Schedule 1 : Fees and Assumptions

MVP Scope

ONE-TIME FEES	
DESCRIPTION	**PRICE**

Professional Services:
• Project Management
   o 100% FTE
• Staggered Discoveries and Documentation
   o Solid Waste, Storm Drainage, Sidewalks
• Data Conversion
   o Extraction - Zuora/Salesforce, StormMerge, Shared Drive of Customer Documents
• Installation
   o Development (Dev) environment for CIS (Production, Test, Development, and Disaster Recovery)
• Configuration
• Data Integrity
• Custom Training (onsite & remote) and Documentation Integrations
• Testing Assistance (onsite & remote)
• Go-Live support
• Post Go-Live support with additional resources
• MyMeter CSS Portal
   o With AccesiBe
• SmartVX
   o Welcome video
• REST API
	$3,511,900

Custom Reports Bucket of 400 hours*	$82,000*
Total	**$3,593,900**

To be billed as incurred if needed

ANNUAL RECURRING FEES	
DESCRIPTION	**PRICE**
Advanced CIS Infinity Subscription • 45 concurrent users	$293,920
AI MyMeter CSS Portal Subscription with AccesiBe	$99,250
SmartVX Subscription o Welcome video	Included
Total	**$396,170**

ANNUAL RECURRING AMS FEES	
DESCRIPTION	**PRICE**
Advanced Managed Services (AMS)	$180,000*
Total	**$180,000**

See Payment Milestones

Exhibit "A" – Scope of Work

Travel Expenses	
DESCRIPTION	**PRICE**
Travel Expenses	$147,000
Billed monthly as incurred	**$147,000**

60 resource visits with a 4 day stay. Each trip is estimated at $2,450.

Additional Scope

ONE-TIME FEES	
DESCRIPTION	**PRICE**
Professional services related to SmartVX videos • Videos: Invoice, Portal, Past Due • Scenes: Rate Change, Sidewalk Billing, Schedule Large Item Pickup, Compost Collection	$51,000
Development (Dev) environment for AI- MyMeter	$5,000
Services related to PerfectApps Subscription	$15,000
H1 Promotional Discount	($15,000)
Total	**$56,000**

ANNUAL RECURRING FEES	
DESCRIPTION	**PRICE**
SmartVX Subscription	$125,000
Development (Dev) environment for AI	$5,000
PerfectApps Subscription • Includes 3 forms with 1 API connection per form	$15,000
H1 Promotional Discount	($15,000)
Total	**$130,000**

Exhibit "A" – Scope of Work

Pricing Assumptions

1. **Annual Recurring Fee Adjustment**: Annual recurring fees are subject to annual escalations of no more than 5% for a five (5) year term.
2. **Travel and Expenses**: Travel expenses are billed as incurred and based on actual onsite activities. Options for onsite, remote, and hybrid implementation methods are available. Opting for remote or hybrid implementation may reduce anticipated travel costs.
3. **Scope Changes**: Any services required by the Client beyond the agreed project scope, or any changes through the Change Control Process (such as requirement or scope changes), will be billed at the then-current hourly rate. This includes but is not limited to changes in configuration, additional interfaces, and new report requirements.
4. **Hosting and Data Storage Fees**:
    a. **Database Storage**: Includes 3072 GB of data storage for main Prod and Test databases and 9216 for Dev database. Additional storage beyond this limit will incur a fee of $5.52 per 32GB per month, billed monthly.
    b. **Data Export Limit**: Includes 100 GB of data export. Additional export requirements will be billed at $0.13 per GB per month.
    c. **Document Storage**: Up to 500 GB for document storage is included. Usage exceeding this limit will be billed at $0.03 per GB per month.
5. **Payment Terms and Late Fees**: The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance, §§ 20-107, *et seq.*, D.R.M.C, and no Exhibit or order form shall modify the City's statutory payment provisions.
6. **Additional Professional Services and Weekend Surcharge**: Professional services beyond the initial scope, during the five(5) year term, whether onsite or remote, will be billed at an hourly rate not to exceed $305/hr. A $750 surcharge applies for services delivered on weekends or recognized holidays.
7. **Client Responsibilities and Delays**: Client must make reasonable efforts to reduce competing initiatives that could impact project timelines. Any client-related delays in deliverable acceptance or project signoffs may incur additional costs, including project management fees and technical resource expenses.
8. **Data Conversion Assumptions**: This contract includes up to six (6) passes for data conversion. Additional passes or data reformatting needs will be handled through the Change Control Process and may incur additional costs.
9. **Third-Party Integration Cooperation**: Client and associated third-party vendors must ensure timely data exchange support for all integrations. Any delays or unavailability of third-party cooperation affecting the project timeline will be handled through the Change Control Process and may incur additional costs.
10. **Project Timelines and Staffing**: Harris will maintain stable staffing for the project. Should any staffing changes by Client disrupt the project schedule, adjustments will be handled through the Change Control Process.

Payment Milestones for MVP Scope only
One-time Fees:

DESCRIPTION	%	FEES
Signature of Agreement	20%	$718,780
On start of Phase 2 "Functional and Data Conversion Discovery Analysis"	10%	$359,390
On start of Phase 5 "Initial Configuration and Conversion"	30%	$1,078,670
On start of Phase 6 "Core Team Training"	5%	$179,195
On start of Phase 9 "Software Testing"	20%	$718,780
On start of Phase 10 "End User Training"	5%	$179,695
On start of Phase 12 "Transition to Live"	10%	$359,390

Annual Recurring Fees:

DESCRIPTION	%	FEES
On start of Phase 5 "Initial Configuration and Conversion"	100%	$396,170

Annual Recurring Fees – Advanced Managed Services:

DESCRIPTION	%	FEES
Start of Month 22	100%	$180,000*

Prorated for months 22-30

Exhibit "A" – Scope of Work

Appendix A: MyMeter Customer Self-Serve (CSS)

Introduction

Client has selected Harris, as its vendor partner of choice to assist in the implementation of the Accelerated Innovation's ("AI"), cloud-hosted MyMeter Customer Self-Serve ("CSS") portal.

Client and Harris have proposed a joint team to collaboratively implement a cloud-hosted solution. The solution will be implemented using a combination of resources from Harris, AI, and Client.

Except as otherwise expressly set for herein, this Appendix shall be subject to the terms and conditions of the Framework Agreement and Exhibit "D" – MyMeter Utility License" between Client and Harris. These agreements are effective upon signature by and between Harris and Client and are hereby incorporated by reference. In the event of a conflict between this SOW and the Framework Agreement, this SOW shall control.

This SOW defines the work to be performed by Harris and Client for the project. This SOW includes a scope definition, fees, and other terms and conditions specific to the services requested by Client. "The Engagement" shall mean the performance by Harris of the services described in this SOW.

Overview

MyMeter CSS portal is an off-the-shelf software product that can be configured to meet unique customer requirements. Standard software and configurations to be made have been specifically identified in the "Project Scope" section of this SOW. Any standard product functionality or configurations not outlined within this SOW are considered out of scope for this project. Client expects that the software will perform substantially in accordance with standard product functionality.

Harris will be the primary for this project, supported by Accelerated Innovations as a subcontractor to Harris. It is specifically understood that Accelerated Innovations products are provided pursuant to the terms and conditions set forth in Framework Agreement and MyMeter Utility License. Any annual subscription-based license to use the MyMeter CSS portal software is provisional for the period and terms specified within this SOW.

Project Description

This project aims to provide Client with Accelerated Innovation's MyMeter CSS portal for online consumer engagement and enablement.

Key project drivers for Client include:
- Reduce unnecessary calls, emails, and walk-in traffic,
- Improve customer relations and public perceptions,
- Offer new solutions using modern technologies.

Exhibit "A" – Scope of Work

Project Scope

This SOW 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. The details below outline the intended scope of the project and the services to be delivered.

Functional Scope

The following features and functionality of the MyMeter CSS portal will be implemented and configured as part of this project:

- ☒ 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
- ☒ Bill Payment
- ☒ Bill Presentment
- ☒ MyMeter Managed Auto Pay
- ☐ CIS Infinity Managed Auto Pay
- ☒ Test Environment
- ☒ Branded Mobile App

The following functional capabilities will be supported by standard product functionality and included within the scope of this SOW.

#	Description
	Base Platform and Usage Presentment
1	Configure the following MyMeter CSS portal URLs and e-mail addresses, as applicable: a) MyMeter CSS portal URL portal address, b) Utility contact us address, c) MyMeter CSS portal feedback address, and d) Alert from address.
2	Implement basic branding of the portal to match the Client website (logo and colors).
3	Import customer, billing/usage, and transaction data from CIS Infinity on an on-going, daily basis and display within the MyMeter CSS portal user interface: • Customer data • Monthly billing data • Transaction/Payment data
4	
5	Implement the following units of measure for display in MyMeter CSS portal , as available in the usage data sent from CIS Infinity and AMI System to MyMeter CSS portal : • Sq. Ft. • Cart Size - Gallons

Exhibit "A" – Scope of Work

	• Linear Footage
6	Provide standard setup of the MyMeter CSS portal landing page.
7	Enable the Customer Service Representative dashboard screen, which depicts a snapshot of user and site statistics: • 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)
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 CSS portal 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 (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 the ability for customer to download their usage data in .csv format
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 CSS portal widget functionality.
15	Enable the Administrative view of MyMeter CSS portal and applicable reports.
16	Provide the ability for Client personnel to access MyMeter CSS portal in order to perform administrative-type tasks via a separate account from the customer portal end users.
17	Provide a standard setup of roles and privileges that controls what specific MyMeter CSS portal areas and functionality end users have access to.
18	Provide the ability for MyMeter CSS portal 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 MyMeter CSS 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 Client utility ID (if available) to view analytical information regarding end-user interactions with MyMeter CSS portal .
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).
25	Set up standard MyMeter CSS portal alerts (e.g., New Bill, Payment Reminder, Leak Detection, Usage Threshold, Weekly Summary, etc.).

Exhibit "A" – Scope of Work

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 CSS portal. 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 Advanced CIS Infinity.
4	Provide the ability for utility 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, including deactivating old accounts and activating new accounts via an integration with the utility payment provider.
8	Retrieve billing information from a Client data repository and present bills to utility customers.

Exhibit "A" – Scope of Work

Integration Scope

Harris will lead overall integration activities in terms of working with Client to define the data, messaging, and interfaces required by the MyMeter CSS portal. For integration customizations, Harris is responsible for designing and implementing custom interfaces in accordance with Client requirements, defined within this SOW.

A solution architectural diagram will be defined and documented upon completion of project planning and design activities and is subject to Client approval. The integrations outlined within "Table 1 - MyMeter Integrations" are included within the scope of this SOW:

#	System	Integration Use Case	Interface Type	Approach
1	Utility CIS ("Advanced CIS Infinity")			
1.1		Customer Data	Standard Integration via REST API	**One-Time Historical Load** Harris provides in the AI standard format AI to configure REST Web Service. Typical approach for historical data from Advanced CIS Infinity. • 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. **Daily Updates** • Daily updates will be sent to MyMeter CSS portal in the standard format defined by AI. • Daily updates include items such as Name Changes, Meter Change, Service Location move in/move out dates, Rate Changes, New Accounts, etc. • The daily file will be a delta file with only changes.

Exhibit "A" – Scope of Work

				New Customers to Client • Upon registration MyMeter CSS portal will look to the information in the database to match against the name on account and account number.
1.2		Billing History	Standard Integration via REST API	Harris provides in the AI standard format AI to configure REST Web Service. This format contains billing information and usage/meter information. • Typical approach for historical data from CIS Infinity. o 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	Harris provides in the AI standard format AI to configure REST Web Service. Among other data items, this data will also contain the 'Confirmation #' from Payment Provider for the payments made via the portal. • Typical approach for historical data from CIS. o Twenty-four (24) months of historical transaction data. • 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	Harris to configure Advanced CIS Infinity for BIF 070 AI to configure MyMeter.
1.5		Update Mailing Address	Web Service	Harris to configure Advanced CIS Infinity AI to configure MyMeter CSS portal
1.6		Update Primary Phone	Web Service	Harris to configure Advanced CIS Infinity AI to configure MyMeter CSS portal
1.7		Inquiry/Update E-Mail	Web Service	Harris to configure Advanced CIS Infinity AI to configure MyMeter CSS portal

1.8		Start, Stop, Transfer, and New Service	Web Service	Harris to configure Advanced CIS Infinity for Department Code, and Action Codes. AI to configure MyMeter CSS portal with Advanced CIS Infinity Department Code and Action Codes AI to configure SST User Interface.
1.9		Service Requests	Web Service	Harris to configure Advanced CIS Infinity AI to configure MyMeter CSS portal
1.10		Auto Pay	Web Service	Harris to configure Advanced CIS Infinity Payment Plan Types. AI to configure MyMeter CSS portal with Advanced CIS Infinity Payment Plan Types.
2	Payments Solution			
2.1		Bill Pay Service Functionality	Web Service	(Optional) · AI Configures per standard/existing web service integration. · The Customer provides test and production endpoints and credentials.
3	Bill Presentment			
3.1		Bill Retrieval and Presentment	Web Service	· AI to provide web service per standard/existing web service format.

NOTE: Integrations listed as "Optional" are available at additional cost and are not included within the scope of this SOW.

Exhibit "A" – Scope of Work

Services Scope

Project Management

Project management occurs throughout the project. A Harris Project Manager (PM) will be the primary point of contact for Client on the MyMeter CSS portal implementation. The Harris PM has the overall accountability to successfully deliver the services required for a successful MyMeter CSS portal implementation within the agreed-upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Client assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Client.
- Review of project status, schedule, risks, and resources as well as any other issues that may affect the success of the project.

Project Planning

Harris, Accelerated Innovations, and Client will partner together for successful project execution. Project kick-off will involve all members of the Harris, Accelerated Innovations, and Client project team. Before the remote Project Kickoff meeting, Harris, Accelerated Innovations, and Client will assemble their respective teams who will review this SOW in preparation for the Project Kickoff meeting.

The Project Schedule for Client identifies the activities, deliverables, and resources required for the successful MyMeter CSS portal project. The Harris PM, the Client PM, and Accelerated Innovations staff will review the Project Schedule and internal project dates that may affect project milestones (for example, third-party delivery dates). Client is responsible for managing the timelines and deliverables of any third-party vendor (I.e. Payment processor), to ensure they meet the requirements of the approved Project Schedule. The Harris PM and the Client PM will finalize the project schedule within two (2) weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Client and Harris. Significant changes affecting the overall scope of the project may necessitate the use of the Change Control process.

Change Control Process

Harris will coordinate a joint effort with Client to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented, and communicated to Client. Appropriate sign-off channels will be developed for Change Order approval.

Exhibit "A" – Scope of Work

Status Reports

Status reporting provides a mechanism for monitoring and controlling the project's progress.

Harris will use various methods to communicate regularly with Client including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as-needed basis.

Harris's Project Manager will attend status meetings with Client Project Manager via phone/video conference call to focus on project status/progress, issues that could impact the project schedule, technical or operational issues affecting the project, and risk assessment. These meetings shall occur weekly.

Harris will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks, and budget. Harris will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Deliverables	- Weekly Status Meeting and Report - Monthly Project Progress Summary

Environment Provisioning

Environments included in the scope of this SOW are shown in "Table 2 – Initial Environment Description" below. Harris will provide the required IT infrastructure and ancillary software required to host the MyMeter CSS portal software within these environments. Harris will install the MyMeter CSS portal software version that is commercially released within the environments. During the project, Harris will work with Client to further detail the product release schedule (patches, future versions, etc.) to ensure that timing does not negatively impact the project schedule.

Any adjustments to the project schedule because of product release timing will be mutually agreed to. Client is responsible for deciding how many metering endpoints to use for testing in the Test environment. Installing and activating the metering endpoints that will be utilized for testing within the Test environments is also a Client responsibility. Changes to any environmental requirements will follow the change management process.

Environment	Description	Number of Accounts
Production	The target environment where the full business requirements will be implemented and utilized by Client end users for day-to-day operations.	200,000

Exhibit "A" – Scope of Work

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.	200,000

Configuration

A MyMeter CSS portal overview session is held with the core project team at the beginning of the project kick-off phase. As part of the session, Harris and Accelerated Innovations will provide a walk-through of the basic functionality to assist with understanding the MyMeter CSS portal and to guide configuration requirements.

Client will be provided with a MyMeter CSS portal Configuration Checklist as part of the project kick-off which is required to be completed by Client in full. This Configuration Checklist informs the Client -specific software configurations that will be delivered to Client for their MyMeter CSS portal based on the standard, out-of-the-box software functionality outlined within the functional scope above.

Client will have ten (10) business days to complete and return the Configuration Checklist. If Client needs to extend completion of the Configuration Checklist beyond the ten (10) business day window, Harris will provide a change order for the extended period.

Customer Self-Serve (CSS) Portal Discovery Workshop

Harris will conduct a Customer Self-Serve (CSS) portal Discovery Workshop. This workshop will be led by Harris and will review Client 's functional and aesthetic requirements.

Before the start of the workshop, Client will complete the Configuration Checklist provided by Harris.

Testing

Harris uses an Agile approach for the implementation of MyMeter CSS portal as well as the development, testing, and defect resolution of any customizations or integrations. As The test environment is provisioned for the MyMeter CSS portal for Client and integrations are developed, it is expected that Client will provide the resources outlined in "Table 15 – Testing Roles and Responsibilities" to assist in the testing integrations and provide feedback as they are implemented. This ensures a rapid feedback loop to identify and resolve any issues. Throughout 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, Client will develop a Test Plan which will be shared with Harris for feedback to ensure alignment with the overall testing methodology. The stages of testing that will be performed during the project include:

Exhibit "A" – Scope of Work

Month	1	2	3	4	5	6	7	8	9	10
Interfactive Testing and Feedback	■	■	■	■	■	■				
Functional Testing	■	■	■	■	■	■				
System Integration Testing							■	■		
User Acceptance Testing									■	■

Phase	Description	Lead	Support
Iterative Testing and Feedback (aka "Smoke Testing")	Validation to ensure core functionalities of MyMeter CSS portal are working as expected. This includes happy path integration testing to ensure no errors are returned from the 3rd party system. This testing is done in advance of any Customer testing.	Harris	Client (3rd party system validation)
Functional Testing	Validation to ensure solution meets core functional requirements/ specifications.	Client	Harris
System Integration Testing	Validation to ensure successful integrations, import/export, SSO, between MyMeter CSS portal and other systems. Typically occurs after Functional Testing.	Client	Harris
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.	Client	Harris

Testing Activities

The following testing activities will be reviewed, modified, enhanced with more details, and finalized during project planning.

Organization	Title	Activities
Harris	Project Manager	• Oversee testing support; report progress or defects as required.
Harris	Implementation Analyst	• Provide support to testing activities and resolve defects. • Assist in testing feature development against the requirements for that feature. • Perform initial testing of the integrations. • Provide consultation and technical support for Client led testing and verification of the related functionality. • Perform regression testing on the MyMeter CSS portal functionality with each release.

Exhibit "A" – Scope of Work

		• Participate in system integration testing to validate the proper operation of the MyMeter CSS portal as it relates to integration with CIS Infinity and the Payments processor side of the integration. • Track Defects raised during testing and verification and provide resolutions.
Client	Test Lead	• Create a Test Plan. • Provide iterative feedback to the Harris and AI team for issue resolution. • Oversight of Customer testing activities. • Joint responsibility for coordination of defect resolution. • Creation of Test Summary Report. • Assist in testing.
Client	Testing Analyst	• Assist in initial integration testing (part of smoke testing) to ensure the expected result in integrated systems (e.g., CIS Infinity). • Perform testing and document results. • Provide iterative feedback to the Harris and AI team for issue resolution.

Training

As part of the MyMeter CSS portal project for Client, comprehensive training sessions are integral to ensure the smooth adoption and functionality of the new CSS portal. The training module, structured in several phases, includes an Overview Session to introduce the core project team to the MyMeter CSS portal, highlighting its features and aiding in the completion of the Configuration checklist. This is followed by detailed Testing, which demonstrates the configured CSS portal application and introduces Client to hands-on exposure to the software.

The culmination of the training process is the Administrator Training Session, tailored for users responsible for the administration of the MyMeter CSS portal. Up to two 45-minute sessions focus on empowering administrators with the knowledge to manage user roles, update content, and maintain the system effectively. By ensuring that each team member from Client is competent in utilizing the MyMeter CSS portal, the project sets a strong foundation for operational success and user satisfaction.

Please note that training of Clients end-user customers is not within the scope of this SOW.

Production Cutover Plan

Exhibit "A" – Scope of Work

Client, with assistance from Harris, 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 CSS portal functions will be used during cutover, and how interfaces will be exercised during cutover. Decisions on what environment to use for testing is a Client responsibility. Harris has provided high-level and typical uses of environments outlined in Table 2 above. Defining the overall test strategy and detailed test plan is also a Client responsibility. Harris will support Client in defining the cutover plan by providing consultation and subject matter expertise as it pertains to the MyMeter CSS portal functionality and integrations within the scope of this SOW.

Roles and Responsibilities

Harris's Responsibilities
1. Harris will maintain project communications with Client's Project Manager.
2. Harris will manage the efforts of the Harris and Accelerated Innovations staff and coordinate activities with Client's Project Manager.
3. Harris will conduct regular (e.g., weekly or as required) telephone status report conversations with Client's Project Manager.
4. Harris will participate in weekly reviews with Client 's project team. Participation can be waived by mutual agreement.
5. Harris will respond within one business day to critical issues raised by Client's Project Manager.
6. Harris will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month, and an update to the Project Schedule.
7. Harris will prepare and submit project change proposals to Client's Project Manager as necessary.
8. Harris will resolve deviations from the Project Schedule.
9. Harris will monitor the project to ensure support resources are available as scheduled.
10. Harris will coordinate and oversee the provisioning and delivery of all software within the scope of this SOW.
11. Harris will coordinate and oversee the efforts of configurations and integrations identified in this SOW (exclusive to the Advanced CIS Infinity and MyMeter CSS portal side of the interface).
12. Harris will monitor and support all testing phases and will be available to answer questions and resolve issues generated during testing.

Client's Responsibilities
1. Client will establish a Project Team that is representative of the operational areas that will be affected by this project.
2. Client will designate a Project Manager who will manage the efforts of the Client Team and/or staff and coordinate activities with the Harris Project Manager.
3. Client's Project Manager must ensure that personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

Exhibit "A" – Scope of Work

4. Client's Project Manager or designee will participate in the scheduled (e.g., weekly or as required) status meetings with Harris's Project Manager.
5. Client will review current business practices and consider and/or adopt new business practices as needed.
6. Client will provide responses within one business day to critical issues raised by the Harris Project Manager.
7. If this project requires onsite presence, Client will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a whiteboard and markers, flip chart, LCD projector, conference phone, and internet connection.
8. If this SOW requires on-site presence, Client shall establish a training/testing room that will provide space, computers (with necessary software), and access to the software for the number of users specified in the contract. The training room will be equipped with a whiteboard and markers, flip chart, LCD projector, conference phone, and internet connections.
9. Client will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.
10. AI will provide up to two 45-minute sessions for the customer service representatives prior to go-live. AI will alsoconduct train the trainer sessions throughout the project at mutually agreed upon stages
11. Client will perform testing as outlined within this SOW.

Project Assumptions
The services, fees, and delivery schedule for this engagement are based upon the following assumptions:

1. **General**
    a. Any items not explicitly identified within this SOW are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to Harris during this engagement for review and consideration.
    b. t. The Harris Project Manager will work with the Client to determine final acceptance criteria. Sign-off of the final acceptance criteria constitutes an acceptance of the system as complete and the project as closed.
    c. All effort estimates and timelines are based on the project approach outlined within this SOW.
    d. All work is performed during regular Harris business hours.
    e. Training of Client's end-user customers is not within the scope of this SOW.

2. **Engagement**
    a. Client and Harris will assign the appropriate resources to schedule and complete all required responsibilities outlined within this SOW.
    b. Staffing issues will be resolved between Client and the Harris Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

Exhibit "A" – Scope of Work

c. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

d. All Client and Harris Project Team members are expected to take normal vacation and holiday days throughout the project except during stages of the project where their presence is critical.

e. Client and Harris will provide access and support from their respective organizations, stakeholders, and third parties listed within this SOW as deemed necessary by Client and Harris throughout this project.

f.   Client will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact on the project. If this cannot occur:

   i.   Client will define an escalation path that defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

   ii. Harris will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and the task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts on schedule and cost.

   iii. Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of resource loss.

g. Client is willing to consider and implement, when mutually acceptable, Harris "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.

h. Client will provide the appropriate remote access to its network, facilities, and systems, as may be required to perform activities from one of Harris' locations. Harris shall abide by all rules and directions of Client when accessing networks, facilities, or systems (if applicable).

3. **Custom Modifications & Integrations**

a. Harris will work with Client and third-party vendors to ensure successful integrations and implementation of the solution. However, Client will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful implementation. A change order may be created if the third-party vendor is unavailable or non-cooperative and, as such, results in an impact to the schedule or effort.

b. Third-party vendors' solutions can provide the information required by Harris as well as accept the information provided by Harris.

c. Client will ensure systems interfacing with Harris provide data in a format acceptable to Harris and mutually agreed upon in project documentation.

d. All third-party software and hardware products are assumed to perform correctly in Client's current production environment, in accordance with the appropriate third-party vendor's specifications.

Exhibit "A" – Scope of Work

e. The MyMeter CSS portal will be embedded within denvergov. The MyMeter CSS portal will not be embedded within any other third-party applications or websites.

4. Technical

   a. If required, Client will provide appropriate remote access, such as a VPN, to its network, facilities, and systems as may be required to perform activities from one of Harris' locations. During the implementation, Harris requires direct access as required. Harris shall abide by all rules and directions of Client when accessing Client's network, facilities, or systems. These related activities, performed by Harris, will be done with proper notification.
   b. As agreed by and between the parties, any optional additional functionality provided in SmartVX is contingent upon reasonable compliance with applicable Colorado State Law and CCD's reasonable and disclosed technology requirements at time of implementation.

Exhibit "A" – Scope of Work

Appendix B: SmartVX Videos

Introduction

Client has selected Harris as its vendor partner of choice to assist in the implementation of a video engagement solution: SmartVX.

Client and Harris, have proposed a joint team to collaboratively implement a cloud hosted solution, supported and maintained by Harris. The solution will be implemented using a combination of resources from both organizations. Except as otherwise expressly set for herein, this Appendix shall be subject to the terms and conditions of the Framework Agreement between Client and Harris. These agreements are effective upon signature by and between Harris and Client and are hereby incorporated by reference. In the event of a conflict between this SOW and the Framework Agreement, this SOW shall control.

This SOW defines the work to be performed by Harris and Client for the project. This SOW includes a scope definition, fees, and other terms and conditions specific to the services requested by Client. "The Engagement" shall mean the performance by Harris of the services described in this SOW.

SmartVX is an off-the-shelf software product that can be configured to meet unique customer requirements. Standard software and configurations to be made have been specifically identified in Section 2 of this SOW. Any product functionality or configurations not outlined within this SOW is considered out of scope for this project. Any annual subscription-based license to use the SmartVX software granted by Harris is temporary and provisional for the time period and terms specified within this SOW.

Exhibit "A" – Scope of Work

Project Description
The purpose of this project is to provide Client with Harris' SmartVX software application to be used for consumer engagement, program awareness and adoption.

- Key project drivers for Client include:
- Reduce unnecessary call-in and walk-in traffic,
- Increase adoption of campaigns/programs/incentives,
- Improve customer relations and public perceptions,
- Offer new solutions using modern technologies.

In Scope Items
The details below outline the intended scope of the project and the services to be delivered.

Software
Harris will provide Client with access to the following software:
Harris SmartVX

Configurations
The following configurations are included within the scope of this project. Upon commencement of the "Execution Phase", all configurations within scope of the project will be confirmed and any changes made after this point will result in a change order.

Email Distribution Engine
Harris will configure SmartVX's email distribution engine to include:
- Client's logo.

Video Package Appearance
Harris will configure SmartVX's video packages based on the following inputs:
Client's logo.
- Color palette based on Client's style guide.

Languages
The following languages will be supported within SmartVX video packages:
- English
- Spanish

Videos & Scenes
The following SmartVX videos and scenes will be configured and implemented as part of this project: (Note: Individual scenes may also be bundled into any video)

1. Invoice (Video)
    - Distribution frequency: On event (Issuance of bill)
    - Scenes: Qty 7

Exhibit "A" – Scope of Work

- o Greeting
  - – Viewer is addressed by their first name and welcomed to the video.
- o Current bill information
  - – Viewer is presented with the current balance due of their utility bill.
- o Proration explanation
  - – Viewer is informed of how their bill is calculated.
- o Self-service portal enrollment
  - – Viewer is invited to access the mobile app and engage.
- o Online payments and autopay enrollment
  - – Viewer is invited to make their payments online via the mobile app and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
- o Paperless billing enrollment
  - – Viewer is invited to eliminate paper and access bills online (electronic billing).
- o Summary "calls-to-action"
  - – Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).

2. Portal Introduction (Video)
   - • Distribution frequency: None. Non-personalized video static on the MyMeter CSS portal main log-in screen and/or on Client's website.
   - • Scenes: Qty 13
     - o Greeting
       - – Viewer is greeted and general purpose and/or benefits of portal conveyed.
     - o Registration
       - – Viewer is instructed on where to access the portal and how to complete the registration process.
     - o General navigation
       - – Viewer is presented with a high-level overview of the portal's main screens/tabs/buttons and their primary features/functions.
     - o Manage account information
       - – Viewer is instructed how to view and modify personally identifying account information such as name, phone, email, address, guest user access, etc.
     - o View (detailed) usage
       - – Viewer is instructed how to view their (detailed) utility service(s) usage.
     - o Comparisons
       - – Viewer is instructed how to analyze changes in usage from their historical usage/bills (monthly, weekly, hourly, etc.).

Exhibit "A" – Scope of Work

- o View bills
  - – Viewer is instructed how to view electronic copies of their current and historical bills.
- o Make payments
  - – Viewer is instructed how to make one-time payments and/or enroll in autopay.
- o Review transactions
  - – Viewer is instructed how to view historical billing related transactions.
- o Service requests
  - – Viewer is instructed how to access and complete electronic forms related to starting, stopping, and transferring service.
- o Notifications
  - – Viewer is instructed how to configure notifications such as usage thresholds or bill issuance.
- o Summary "calls-to-action"
  - – Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
- o Register for or log-in to portal

3. Past Due Notifications (Video)
   - Distribution frequency: On event (Relevant accounts)
   - Scenes: Qty 5
     - o Greeting
       - – Viewer is addressed by their first name and welcomed to the video.
     - o Reminder of current bill information and notification of pending penalty
       - – Viewer is reminded of the current balance past-due, the due date, and informed of a pending penalty on their account.
     - o Online payments and autopay enrollment
       - – Viewer is invited to make their payments online via the mobile app and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
     - o Payment arrangement
       - – Viewer is offered the opportunity to establish a payment arrangement to avoid disconnection by making iterative payments towards payment of past-due amount.
     - o Summary "calls-to-action"
       - – Viewer is presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).

4. Rate Change (Scene)

Exhibit "A" – Scope of Work

- Distribution frequency: Ad hoc
- Scenes: Qty 1
  - Rate change
    - Viewer is informed of an upcoming rate change, the date the effective date of the rate change, and the impact that the rate change will have on future bills.

5. Sidewalk Billing (Scene)
   - Distribution frequency: Ad hoc
   - Scenes: Qty 1
     - Sidewalk billing
       - Viewer is informed up an upcoming charge for the maintenance and repair of sidewalks, the effective date of the service charge, and the impact that the charge will have on future bills.

6. Schedule Large Item pickup (Scene)
   - Distribution frequency: Ad hoc
   - Scenes: Qty 1
     - Large item pickup
       - Viewer is informed of the option to schedule a large item pick up, and where to access the request form.

7. Compost Collection (Scene)
   - Distribution frequency: Ad hoc
   - Scenes: Qty 1
     - Compost collection
       - Viewer is informed of the option to have compost picked up as part of regular solid waste collection, and where to request the bins and collection schedule.

Media content
The following media content types are supported by SmartVX and can be configured per scene:
- Images – Static pictures,
- Videos – Recording of moving visual images,
- Audio:
  - Music – Background vocal and/or instrumental sounds
  - Voiceovers – Narration of the movie.

Should Client request to use media content generated/provided by a third-party and licensed to Client, then Client must provide documentary evidence of Client's rights and privileges to the media content. Harris reserves the right (but not the obligation) to approve or deny use of third-party media content in its sole discretion.

Delivery Methods

Exhibit "A" – Scope of Work

The following methods of SmartVX video delivery will be delivered as part of this project:
- Ad-hoc emails
  - o Sent by Client direct to a specific Customers.
- Batch emails
  - o Sent by Client direct to a select group of Customers.
- Embedment within MyMeter CSS portal
  - o Accessed by Customers from within their MyMeter CSS portal account.
- Embedment within Client's website
  - o Accessed by Customers from Client's website.
- QR code on 3rd party bill print
  - o Accessed by Customers by scanning QR code on bill (printed and mailed by 3rd party).

Integrations

During Phase 2 of the project, Harris will conduct a workshop to confirm, clarify and document project integration details. The following integrations are within the scope of this project:

VENDOR	SYSTEM	FORMAT	DIRECTION		METHOD
Advanced	CIS Infinity	Web services	One-way	CIS -> SmartVX	Allow-listed Public IP
Accelerated Innovation	MyMeter CSS portal	iFrame	One-way	Portal -> SmartVX	SmartVX URL Link
Client	Client's website	iFrame	One-way	Portal -> SmartVX	SmartVX URL Link
Client	Paper Bill Print & Mail	Flat File	One-way	CIS -> Print Vendor	SmartVX URL (QR Code)
SendGrid	Email Distribution Engine	Web Services	One-way	SmartVX -> SendGrid	REST API

Out of Scope Items
1. Anything in this section or not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this project include:
2. Ability to meet or exceed customer requirements addressed within any prior Harris proposal where the response was "Not Available", optional, or references requirements, features, or functionality as a responsibility of Client (unless stated otherwise within this SOW).
3. Activities associated with organizational change management. This is the people side of change management that includes managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise.
4. Training of or engagement with Client's customers (public).

5. Any modifications to Harris software or integrations to other Client software other than those outlined within this SOW.
6. Additional training if deemed required above contracted training outlined within this SOW.
7. **Creation of end user guides and organizational specific documentation of client specific configuration in Microsoft Word format. Harris will also supply standard documentation in Microsoft Word format.** Custom scene development unless otherwise outlined within this SOW
8. Custom content, such as images, videos, voice overs, and music, not already available from within SmartVX library unless otherwise outlined within this SOW.
9. SmartVX videos distributed by text SMS messaging.
10. SmartVX videos sent from Client's email server.
11. Ad-hoc SMS texts sent by Client direct to specific Consumers.
12. Batch SMS texts sent by Client direct to select groups of Consumers.

Exhibit "A" – Scope of Work

Project Approach

To ensure the successful implementation of Harris SmartVX, Harris will leverage industry best practices and extensive industry experience in successfully implementing projects for utilities. The project approach will be based on the following guiding principles:

Promote and foster Client confidence in and ownership of the solution, Encourage the determination of related operational and cost metrics before software implementation to help support return-on-investment calculations afterwards,

Establish and maintain consistent communication with Client, and
Ensure that project teams adopt a collaborative approach that follows project management principles and is measurable, tracked and proactively managed to ensure no surprises.

Roles & Responsibilities

Harris will structure a team that will facilitate strong project communication and clear accountability. Below is a chart outlining the roles and responsibilities of Project Team members:

Harris Project Team	
Role	**Responsibilities**
Executive Sponsor	Provide overall project support
Project Manager	Maintain project documents Provide project oversight and guidance
Functional & Testing Lead	Provide solution design consultation Perform and refine solution configurations Provide training Provide testing support
Technical Lead	Deploy integrations Provide testing support
Client Project Team	
Role	**Responsibilities**
Executive Sponsor	• Support project with appropriate funding and staff resourcing
Business Decision Makers	• Authorize strategic decisions for the project
Project Manager	• Primary day-to-day contact for the project • Plan and coordinate project activities • Provide sign-off on project phases, deliverables, and acceptance
Core Team	• Provide subject matter expertise for respective topics • Responsible for communicating business requirements with regards to configurations

Exhibit "A" – Scope of Work

	• Coordinate tasks within each functional area during the project • Verify initial solution setup • Attend training • Perform acceptance testing • Provide knowledge transfer throughout Client

Project Delivery Model

The project will be implemented through the following phases and key activities:

Initiation	Planning	Executio	Closing	Operate
Key Activities Confirm project goals Ascertain project stakeholders Identify project constraints Categorize project risks Establish project communications **Milestones** Project Introduction Meeting **Deliverables** Project Charter	**Key Activities** Plan and schedule project Identify project roles Configuration workshop Issue and risk planning Establish project checkpoints **Milestones** Project Kickoff Meeting **Deliverables** Project Plan	**Key Activities** Oversee project team Configure integrated solution Communicate to stakeholders <ACCOUNT NAME> training <ACCOUNT NAME> testing **Milestones** Solution Training and Testing **Deliverables** Integrated Solution	**Key Activities** Hand over the solution Confirm completion of activities Solution Acceptance Sign-off Transition to Support Project review and Client survey **Milestones** Project Closing Meeting **Deliverables** Accepted Solution	Personalized Video Distribution

The Harris Project Manager will oversee the project and work with Client to plan and schedule the project. The Harris delivery team will configure the solution, conduct the training, and support the testing.

Client will monitor the progress of the project and will be consulted in the planning and scheduling of the project. Client will also ensure the appropriate Business Decision Makers are available to attend the configuration workshop and are authorized to approve the configuration decisions and the Core Team will be available to attend the training sessions and conduct solution testing as per the agreed upon schedule.

Exhibit "A" – Scope of Work

The project will be deemed complete, and the software will be considered operational once the items listed as in scope in Section 2 of this Appendix have been configured and there are not any Priority 1 tickets open.

Training

Each training activity is designed to assist users in becoming increasingly knowledgeable and proficient in Harris software. Harris believes it is extremely important for Client to be trained with its own data and in its own environment. All training will utilize Client's actual environment through a combination of teaching and hands-on activities. The goal is for Client's users to become self-sufficient in working through their business processes by the Operate Phase.

Standard remote training includes:
- Introduction to SmartVX (30 minutes – Core Team)
- High-Level product overview.
- Introduction to SmartVX Admin Dashboard (1 hour – Technical Core Team)
- How to activate accounts and log-in,
- Managing user access to SmartVX,
- How to batch send video email links,
- How to review draft video templates being created/changed by Harris.
- Accessing reports
- How to research historic video data sent from Client to SmartVX
- Introduction to SmartVX Customer Dashboard (30 minutes – Core Team)
- Searching for a specific customer video,
- Review types of videos available to Client,
- Review the history of video notification emails and video views,
- How to send an "ad hoc" video by email.

Project Assumptions
The services, fees, and delivery schedule for this engagement are based upon the following assumptions:

General
- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to Harris during this engagement for review and consideration.
- The Harris Project Manager will work with the Client to determine final acceptance criteria. Sign-off of the final acceptance criteria constitutes an acceptance of the system as complete and the project as closed.
  All effort estimates and timelines are based on the Project Approach outlined within Section 2 of this Appendix.
- All work is performed during regular Harris business hours.

Exhibit "A" – Scope of Work

Engagement
- Client and Harris will assign the appropriate resources to schedule and complete all required responsibilities outlined within this Appendix.
- Client and Harris will provide access and support from their respective organizations, stakeholders, and third parties listed within this Appendix as deemed necessary by Client and Harris throughout this project.
- Client will provide the appropriate remote access to its network, facilities, and systems, as may be required to perform activities from one of Harris' locations. Harris shall abide by all rules and directions of Client when accessing networks, facilities, or systems.

Custom Modifications & Integrations
- Harris will work with Client and all third-party vendors referenced in Section 2 of this Appendix to ensure successful integrations and implementation of the solution. However, Client will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful implementation. A change order may be created if the third-party vendor is unavailable or non-cooperative and, as such, results in an impact to the schedule or effort.
- Third party vendors' solutions can provide the information required by Harris as well as accept the information provided by Harris.
- Client will ensure systems interfacing with Harris provide data in a format acceptable to Harris specifications as documented and mutually agreed upon in project documentation.
- All third-party software and hardware products are assumed to perform correctly in Client's current production environment, in accordance with the appropriate third-party vendor's specifications.
- Unless specifically stated within this Appendix, SmartVX will not be embedded within any third-party applications or websites.
- Unless specifically stated within this Appendix, SmartVX will not display or be launched from any Customer or third-party supplied QR Codes.
- While SmartVX is capable of custom video/scene production, unless specially stated within this SOW, custom videos/scenes are not included within the scope of this project.
- Strictly stock images, videos, voices, music etc. ("media content") available from within the standard SmartVX libraries will be used within scenes/videos and no outside third-party provided media content is permitted.
- Should Client request to use media content generated/provided by a third-party and licensed to Client, then Client must provide documentary evidence of Client's rights and privileges to the media content. Harris reserves the right (but not the obligation) to approve or deny use of third-party media content in its sole discretion.

Exhibit "A" – Scope of Work

Technical

- SmartVX is hosted by Harris within secure Microsoft Azure Cloud environments within the Eastern United States.
- If required, Client will provide appropriate remote access, such as a VPN, to its network, facilities, and systems as may be required to perform activities from one of Harris' locations. During the implementation, Harris requires direct access as required. Harris shall abide by all rules and directions of Client when accessing Client's network, facilities, or systems. These related activities, performed by Harris, will be done with proper notification.
- SmartVX sends notification emails to all contacts provided by the CIS, meaning multiple accounts with common contact information (i.e., Landlords and commercial entities) may receive multiple video notifications for the multiple accounts they are party to.
- SmartVX videos will render and play over most devices manufactured after 2016.

Appendix C: Advanced Managed Services (AMS)

Introduction

Advanced Managed Services (AMS) is an exceptional service offered by Harris to ensure that our valued customers consistently stay updated with the latest CIS Infinity builds. Additionally, AMS enhances the value of CIS Infinity for Client by conducting a comprehensive one-week Business Process Review (BPR) once every twelve (12) month term. This diligent approach guarantees that our customers optimize their investment in the Infinity platform, enabling them to leverage its full potential.

This document describes the services to be delivered by Harris, as well as defines the principal activities and deliverables of both Harris and Client.

The services as outlined in this Appendix encompass all aspects of AMS, including but not limited to Account Management, CIS Infinity build regression testing of Client's CIS Infinity system, and one BPR per twelve (12) month term. At a summary level, Harris will provide the following services:

1. **Account Management**
   - Bi-annual Review of build logs and enhancement addendums
   - Build Plan
   - Regular call during the testing phase
2. **Business Process Review (BPR)**
   - Remote or Onsite BPR (Client to cover travel expenses)
   - Documentation of BPR Recommendations
3. **Regression Testing – CIS Infinity**
   - Copy of Production database to Regression Test Systems
   - Application of builds on Regression Test Servers
   - Regression testing of new builds in your environment

Key Assumptions

1. Regression testing should be done in collaboration with CCD.
2. Regression testing as defined in Schedule B is included for up to two (2) builds per twelve (12) month term.
3. Harris will provide two test environments (1. Current Build, 2. New Build) for regression testing purposes.
4. Harris will provide one (1) back up copy of the Production database, as well as a full copy of the CIS Application folder, for Harris to use with the two (2) test environments.
5. Harris will install CIS Infinity on the two (2) test environments (1. Current Build, 2. New Build).
6. Regression Test environments are for the exclusive use of Harris's personnel to ensure the validity of test results.
7. Builds will be applied by Harris in one (1) production and two (2) non-production (AMS and regular Test) environments.

Exhibit "A" – Scope of Work

8. All AMS services are provided between 8:00 AM – 8:00 PM Eastern time.
9. Client will be required to participate in a remote Discovery session to assist in defining regression testing data set (e.g., Billing Cycle to be tested).
10. Client specific stored procedures and or database triggers are excluded from the regression testing scope.
11. It is Client's responsibility to test all other functions within CIS Infinity not tested by Harris under this Appendix, before authorizing application of a build to your production environment.
12. Client must provide written authorization before Harris will apply a new build to Client's production environment.

Services Scope

The following services will be provided annually to Client, provided that Client has an effective Advanced Managed Services agreement. AMS term to begin after Client is live with CIS Infinity.

1. Account Management

Harris will schedule bi-annual reviews of the Build Logs and Enhancement Addendums with Client. Harris and Client will work together to determine which Builds will be applied during the twelve (12) month term and the timing for testing and applying a build (i.e., a Build Plan). In addition, Harris will schedule a regular call with Client to review the outstanding tickets/issues.

Harris Deliverables:
a. Lead bi-annual review of Build Logs and Enhancement Addendums
b. Jointly develop a Build Plan
c. Document Build Plan
d. Review outstanding tickets/issues, coordinate internally with the Harris Technical team for resolution

Client Deliverables:
a. Participate in bi-annual review of Build Logs and Enhancement Addendum
b. Jointly develop a Build Plan
c. Participate on the regular call to review outstanding tickets/issues

2. Business Process Review

Harris will conduct one, remote or four (4) day onsite Business Process Review (BPR), each twelve (12) month term, on a date mutually agreed by Harris and Client. Harris will review key meter to cash business processes with Client staff and document recommendations for improvements to current processes. Client will provide the resources and the information that Harris will require to perform a successful BPR. Implementation of changes are at the discretion of Client and may require a separate SOW, depending on scope, if Harris assistance is required.

Harris Deliverables:
a. Deliver remote or onsite BPR
b. Document recommendations

Exhibit "A" – Scope of Work

Client Deliverables:
a. Participate in BPR sessions
b. Provide documentation of current business processes, where available

3. **Regression Testing - CIS Infinity**

Harris will perform regression testing activities as defined in Schedule B below for up to two builds per twelve (12) month term using Client's data which resides on Client's test servers. Harris will use a combination of manual and automated testing procedures. Regression testing activities are defined in Schedule B. All automated testing scripts and tools are for Harris's use only. Client is responsible for any additional testing activity not defined in Schedule B.

Harris will compare data between the two (2) test systems at a detail table and record level, for each test activity and will present a summary of results including explanation of any valid discrepancies. Invalid differences will be corrected by Harris prior to releasing the system to Client.

Through a Discovery process, Harris will work with Client to identify data to be used in testing.

Harris Deliverables:
a. Lead Discovery Session
b. Apply Builds Required to Conduct Regression Testing
c. Perform Regression Testing Activities as outlined in Schedule B
d. Resolve and Testing Errors/Discrepancies
e. Document Testing Results

Client Deliverables:
a. Participate in Discovery Session.
b. Provide hardware and install and configure associated system and database software required for regression testing, specifically two test environments. (Test 1 – Current Build, and Test 2 – New Build).
c. Provide Administrative access to the regression test database servers.
d. Provide data files identified during Discovery (e.g. meter readings) required for regression testing.
e. Assist Harris , as needed, in resolution of Testing Errors/Discrepancies.
f. Test any processes not included in Schedule B that Client deems important before applying a build to production.
g. Authorization to apply a Build to production.

Exhibit "A" – Scope of Work

Schedule B – Regression Testing - Test Activities

Functional Area/Process	Test Activity
Meter Reading Export	▪ Generate one meter reading export file
Meter Reading Import	▪ Import one meter reading file
Pre-Exceptions	▪ Generate Pre-Exceptions for one Bill Cycle
Cycle Billing	▪ Generate one billing batch from Meter Reading Import File ▪ Enter manual read on one "Estimate" exception type ▪ Select an account in batch, create a Transaction Batch, add adjustment, and update batch ▪ Check for new Transactions ▪ Transfer Exceptions ▪ Journal – Batch with No Exceptions ▪ Merge Exceptions ▪ Journal Merged Batch ▪ Print Bills ▪ Update Batch
Shared Billing	▪ Generate one billing batch from Shared/Online Billing Meter Reading Import File ▪ Transfer Accounts Ready to Print to Batch ▪ Original Batch - Change bill status to Ready to Print and Ignore Exceptions for all accounts in filter ▪ Select Import and choose the remaining book for the selected cycle and change the reading and billing date by at least one day ▪ Journal Batch ▪ Print Bills ▪ Update Batch
Manual Billing	
▪ Meter Change Out	▪ Perform one Meter Change Out ▪ Create one manual bill batch and add account with meter change
▪ Proration	▪ Add one account and change reading date for less than 30 days to create short bill and trigger pro-ration ▪ Add one account and change reading for more than 30 days to create long bill and trigger pro-ration

Exhibit "A" – Scope of Work

▪ First Bill	▪ Add one account created from New Services to trigger first bill
	▪ Journal Batch
	▪ Print Bills
	▪ Update Batch
Cancel Billing	▪ Select one account updated in cycle batch and flag to cancel as whole
	▪ Create Cancel Bill batch
	▪ Journal Batch
	▪ Update Batch
Cancel and Rebill	▪ Select one account updated in cycle batch and flag to cancel & rebill, enter new readings and reading date
	▪ Create Cancel & Rebill batch
	▪ Journal Batch
	▪ Print Bills
	▪ Update Batch
Moves & Final Billing	
▪ Vacant	▪ Select existing customer - **Account 2**
	▪ Move **Account 2 into** a new account (**Account 1**); back date move 1 week, transfer balance, leave **Account 2** vacant
▪ Auto Owner	▪ Move out **Account 3 (Auto Owner)** out; back date move 1 week
▪ Final Bills	▪ Create one Final Bill Batch
	▪ Add **Account 1, 2, 3** and ensure none are set to no bill, enter meter read
	▪ Journal Batch
	▪ Print Bills
	▪ Update Batch
▪ Final Bill - Occupancy Charge	▪ Locate Occupancy Charge batch generated by Final Bill batch, in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Final Bill - Balance Transfer	▪ Locate Balance Transfer batch generated by Final Bill batch, in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Final Bill - Deposit Transfer	▪ Locate one customer who has an A/R Balance and a Deposit Paid Balance and is Active on 2 Accounts

Exhibit "A" – Scope of Work

	▪ Move Out this customer from 1st Account, with balance transfers to the Customer's 2nd Account and Move In a new Customer to 1st Account ▪ Final bill the Customer ▪ Locate Balance Transfer batch generated by Final Bill batch, in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Final Bill - Apply Deposit and 'Reverse Unpaid Deposit	▪ Locate one customer who has a deposit paid balance and another where there is a deposit owing balance (could be on a single customer/account) ▪ Move out the customer leaving the account vacant ▪ Final bill the customer and check the 'Charges' tab on the bill
▪ Auto Final Bills	▪ Move one new customer into Vacant account (**Account 2**); use current date, Deposit Quote ▪ Move in existing customer **(Account 4)** into **Account 3**; use current date, balance transfer ▪ Move new customer into **Account 5** ▪ Add Auto Final Bill reading to **Account 2, 3, 4, 5** ▪ Create Auto Final Bill Batch ▪ Ensure Account 2, 3, 4 and 5 are brought in and none are set to no bill
	▪ Journal Batch
	▪ Print Bills
	▪ Update Batch
▪ Auto Final Bills - Occupancy Charge	▪ Locate Occupancy Charge batch generated by Auto Final Bill batch, in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Auto Final Bills - Occupancy Charge – Vacant Move In	▪ Execute one Vacant Account Move In Pickup ▪ Locate Occupancy Charge batch generated by Vacant Account Move in, in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Auto Final Bills - Balance Transfer	▪ Locate Balance Transfer batch generated by Auto Final Bill batch, in Cash Processing
	▪ Journal Batch
	▪ Update Batch

Exhibit "A" – Scope of Work

▪ Auto Finals - Deposit Quote	▪ Execute one Deposit Quote Pickup ▪ Locate Deposit Quote batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Delete Move In – New Customer	▪ Go to **Account 5** and delete move (Account 5 should now be Inactive)
▪ Move - Multiplier with Customer (if applicable)	▪ Note: Applicable where Basic Multiplier Control form is configured for a multiplier to move with Customer ▪ Locate one Active Customer/Account with these multipliers (CUST/ACCT1) ▪ Select one other Customer/Account that has the same Service (CUST/ACCT2), Move Out the CUST/ACCT2 and Move In CUST/ACCT1
▪ Move - Payment Plan with Customer (if applicable)	▪ Note: Applicable if the 'Move Scenario Control' is configured to Copy Existing Pap Data' for the Move In scenario type ▪ Locate one 'Active' Customer/Account which has a Payment Plan (CUST/ACCT3) ▪ Move in one Customer (CUST/ACCT3) to another account (CUST/ACCT4)
Payment Import	▪ Create one cash batch ▪ Import one payment file
	▪ Journal Batch
	▪ Update Batch
Cash Register	▪ Create one Cash Batch ▪ Add one account by customer #, pay full amount ▪ Add one account by account #, pay partial amount ▪ Add one customer with multiple active accounts ▪ Add one account by Search, pay full amount, change transaction code
	▪ Journal Batch
	▪ Update Batch
	▪ Create one cash register batch ▪ Add one account by customer #, pay bill full amount by cash ▪ Add one account by account, pay partial amount by check ▪ Add one account by search, pay partial amount by cash and balance by check ▪ Add one account by account, pay in full by credit card ▪ Add one customer with multiple accounts, pay bill full amount check ▪ Add customer with multiple account, pay partial amount by cash ▪ Delete one account

Exhibit "A" – Scope of Work

	▪ Journal Batch
	▪ Update Batch
	▪ Create one Cash Batch ▪ Add one account by account, pay partial amount to specific AR(s) to override payment allocation ▪ Add one account, pay by cash where change will be given ▪ Add one POS transaction ▪ Add one GL transaction ▪ Edit one Cash Register batch and edit Cash Register Amount to be a 1¢ difference Cash tender ▪ Balance Cash Register
	▪ Journal Batch
	▪ Update Batch
Adjustments	▪ Create one Adjustment Batch ▪ Add one debit adjust to account ▪ Add one credit adjust to account ▪ Add one account and change transaction code ▪ Add one account used in Cash Processing and process NSF selecting original transaction
	▪ Journal Batch
	▪ Update Batch
Late Payment Charges	▪ Execute one Late Charges Pickup ▪ Locate Late Charges batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
Notices	▪ Create one notice batch for a selected cycle - Notice date = date of 1st pending notice for the previous bill (May/May Not be Notice 1 date) ▪ Execute Removed Listing ▪ Execute Notice Listing ▪ Print Notices (if applicable)
	▪ Update batch
	▪ Creation of Notice Charges cash batch (if configured in Collection Notice Control form) o Created as a result of Notices Batch Update

Exhibit "A" – Scope of Work

Arrangement Processing	- Add single arrangement to **Account 6** using current date - Add group arrangement to **Account 7,** process as group starting with current date - Add group arrangement to **Account 8,** not processed as group starting with current date - Add single arrangement to **Account 9** using future date - Add single arrangement to **Account 10** using current date
	1. Create one pending cash batch 2. Add a payment in full to Pending Cash Batch for **Account 6** 3. Arrangement Processing Pickup
	4. Add single arrangement to **Account 11** using current date 5. Add group arrangement to **Account 12,** process as group starting with current date 6. Add group arrangement to **Account 13**, not processed as group starting with current date 7. Add single arrangement to **Account 14** using future date 8. Add single arrangement to **Account 15** using current date
	9. Add a payment in full to Pending Cash Batch created for **Account 11** 10. Run Arrangement Processing from the Collection Processing form
Collections Processing	
▪ Disconnection	- Update all Broken Arrangement accounts to Collection Status of Pending Disconnect - Create Cash Batch - Add full payment to Cash Batch for one Account with Pending Disconnect - Generate Field Actions - Add full payment for one Account with "Disconnect Service Order Generated" Collection Status
▪ Reconnection	- Select 2 accounts and add Disconnect records - Add partial payment (below min for reconnection) for 1st Account - Add full payment for 2nd Account
▪ Bankruptcy (if applicable)	- Select one account with amount owing and add a bankruptcy record for current date - Select a second account with amount owing and add bankruptcy with older file date

Exhibit "A" – Scope of Work

	▪ Locate Bankruptcy batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Write Off Processing	▪ Execute one Write Off Processing Pickup – Write Off
	▪ Locate Write Off batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
▪ Collection Agency (if applicable)	▪ Execute one Write Off Processing Pickup - Collection Agency Pickup
	▪ Locate Collection Agency batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
	▪ Collection Agency file
Deposit Quote	▪ Execute one Deposit Quote Pickup
	▪ Locate Deposit Quote batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
Deposit Interest	▪ Execute one Deposit Interest Pickup
	▪ Locate Deposit Interest batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
Deposit Refund	▪ Execute one Deposit Refund Pickup
	▪ Locate Deposit Refund batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch
PAP/ACH Pickup	▪ Execute one ACH/PAP Pickup
	▪ Locate PAP/ACH Batch in Cash Processing
	▪ Journal Batch
	▪ Create Bank File
	▪ Update Batch
Request/Adjust Transaction Pickup	▪ Execute one Transaction Request Transaction Pickup
	▪ Locate Request Transaction batch in Cash Processing
	▪ Journal Batch
	▪ Update Batch

Exhibit "A" – Scope of Work

Service Orders	▪ Add one SO to an account from CAI/AccountView, print on Save
	▪ Add one SO to an account from CAI/AccountView, do NOT print on Save
	▪ Add one SO from Service Order Management form
	▪ Complete one SO using completion code to trigger action
Reporting	
▪ Customer Account Reports	▪ Compare Single AR Summary filtered to one specific cycle
	▪ Compare Single AR Detail filtered to one specific cycle
	▪ Compare Multiple AR Summary filtered to one specific cycle
	▪ Compare Multiple AR Listing to one specific cycle
▪ GL Reports	▪ Compare GL Element Monthly Summary filtered to one specific month/year
	▪ Compare GL Element Monthly Detail filtered to one date range
	▪ Compare Transaction Daily Summary filtered to one specific date
▪ Aged Arrears	▪ Compare Detailed filtered to one specific AR, one account status, one account type and one cycle
	▪ Compare Summary filtered to one specific AR, one account status, one account type and one cycle
CommLetter Management	▪ Add one letter to one account
	▪ Print Letter
Customer Account Inquiry/AccountView	▪ Compare Information displayed in the Information Band for one Customer Account in the CAI/AccountView form, Billing Batch form, and Cash Register Batch form
	▪ Verify that able to access all Tabs in the CAI/AccountView form
	▪ Verify that able to all grids in the CAI/AccountView form display
	▪ Verify all buttons function in CAI/AccountView Navigation Tool Bar
	▪ Advanced Search – Execute 5 saved Filters/Searches in CAI/AccountView and validate results are the same

Exhibit "A" – Scope of Work

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

	DATE (MM/DD/YYYY)
	03/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
CN102165922--GAWUC-24-25 Harris	INSURER A : Federal Insurance Company	20281
INSURED CONSTELLATION SOFTWARE INC. AND	INSURER B : Great Northern Insurance Company	20303
ADVANCED UTILITY SYSTEMS, A DIVISION OF N. HARRIS COMPUTER CORPORATION	INSURER C : ACE American Insurance Company	22667
8133 Warden Ave., Suite 700	INSURER D :	
Markham, ON L6G 1B3	INSURER E :	
CANADA	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: HOU-004152385-17   **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	7360-03-97	09/27/2024	09/27/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	71764342	09/27/2024	09/27/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N		N/A				E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Tech E&O & Cyber			D01813225	09/27/2024	09/27/2025	Limit: SIR: $5,000,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Proposal No. (TECHS-202578455)

City and County of Denver, its elected and appointed officials, employees, and volunteers are included as additional insured (except workers compensation, Professional Liability and Errors & Omissions) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability, Auto Liability and Worker's Compensation.

CERTIFICATE HOLDER	CANCELLATION
City and County of Denver Purchasing Division 201 W. Colfax Ave. Department 304, 11th Floor Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA LLC *Marsh USA LLC*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 27, 2024 TO SEPTEMBER 27, 2025
Effective Date	SEPTEMBER 27, 2024
Policy Number	9950-48-39 EUC
Insured	CONSTELLATION SOFTWARE, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	OCTOBER 15, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Who Is An Insured

Under Who Is An Insured, the following provision is added.

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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Liability Endorsement
(continued)

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

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Policy Conditions

Endorsement

Policy Period	SEPTEMBER 27, 2024 TO SEPTEMBER 27, 2025
Effective Date	SEPTEMBER 27, 2024
Policy Number	9950-48-39 EUC
Insured	CONSTELLATION SOFTWARE, INC.
Name of Company	FEDERAL INSURANCE COMPANY
Date Issued	OCTOBER 15, 2024

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or

- invalidate such cancellation.

Schedule

Person(s) or Organization(s): DEPT. OF WATER & POWER
RISK MANAGEMENT SECTION, RM. 465

Address: 111 N. HOPE ST.
LOS ANGELES, CA 90012

Person(s) or Organization(s): CITY OF CARROLLTON

Person(s) or Organization(s): CITY OF ANN ARBOR
C/O: MYCOI

Address: 1075 BROAD RIPPLE AVE, SUITE 313
INDIANAPOLIS, IN 46220

Conditions
(continued)

Person(s) or Organization(s):	HFTC: HOUSING TRUST FUND CORPORATION, ATIMA
Address:	25 BEAVER STREET NEW YORK, NY 10004
Person(s) or Organization(s):	DHCR: NEW YORK STATE DIVISION OF HOUSING AND
Address:	COMMUNITY RENEWAL (DCHR) HAMPTON PLAZA 38-40 STATE STREET ALBANY, NY 12207
Person(s) or Organization(s):	SIXTH STREET SPECIALTY LENDING, INC. AS ADMINISTRATIVE AGENT, AND ITS SUCCESSORS AND ASSIGNS
Address:	888 SEVENTH STREET, 35TH FLOOR NEW YORK, NY 10106
Person(s) or Organization(s):	THE CITY OF SANTA CLARA C/O INSURANCE DATA SERVICES INSURANCE COMPLIANCE
Address:	PO BOX 100085 DULUTH, GA 30096
Person(s) or Organization(s):	HAMILTON COUNTY BOARD OF COMMISSIONERS C/O: MYCOI
Address:	1075 BROAD RIPPLE AVE, STE 313 INDIANAPOLIS, IN 46220
Person(s) or Organization(s):	JACKSON ENERGY AUTHORITY 250 NORTH HIGHLAND AVE
Address:	JACKSON, TN 38301
Person(s) or Organization(s):	BANK OF MONTREAL
Address:	100 KING STREET WEST, 18TH FLOOR TORONTO, ON M5X 1A1 CANADA
Person(s) or Organization(s):	TOWN OF GREENWICH DIRECTOR OF PURCHASING & ADMINISTRATIVE SERVICES
Address:	101 FIELD POINT ROAD GREENWICH, CT 06830

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Policy Conditions

Endorsement

Effective Date	SEPTEMBER 27, 2024
Policy Number	9950-48-39 EUC

Person(s) or Organization(s): RGRTA PROCUREMENT DEPARTMENT
1372 EAST MAIN STREET

Address: ROCHESTER, NY 14609

Person(s) or Organization(s): THE PORT AUTHORITY OF NY & NJ
ATTN: PROCUREMENT DEPARTMENT

Address: ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010

Person(s) or Organization(s): VALLEJO CITY UNIFIED SCHOOL DISTRICT

Address: 665 WALNUT AVENUE
VALLEJO, CA 94592

Person(s) or Organization(s): WELLS FARGO BANK, NATIONAL ASSOCIATION
AS AGENT AND ITS SUCCESSORS AND/OR ASSIGNS

Address: 125 HIGH STREET
BOSTON MA, 02110

Person(s) or Organization(s): THE CITY OF RANCHO CUCAMONGA, ITS ELECTED

OFFICIALS,
OFFICERS, EMPLOYEES, SERVANTS, VOLUNTEERS AND
AGENTS

Address: SERVING AS INDEPENDENT CONTRACTORS IN THE ROLE

AGENCY
OFFICIALS
10500 CIVIC CENTER DRIVE
RANCHO CUCAMONGA, CA 91730

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

Policy Conditions   Notice Of Cancellation To Scheduled Persons Or Organizations
(Except Non-Payment Of Premium)   continued

Form 80-02-9779 (Ed. 3-11)   Endorsement   Page 3

Conditions
(continued)

Authorized Representative

Policy Conditions

Notice Of Cancellation To Scheduled Persons Or Organizations
(Except Non-Payment Of Premium)

last page

Form 80-02-9779 (Ed. 3-11)   Endorsement

Page 4

HARRIS

Exhibit C
Hosting and Support Agreement

THIS **HOSTING AND SUPPORT AGREEMENT ("Exhibit "C" or "the Hosting and Support Agreement")** made as of the _____ day of _____, _____ (the "**Effective Date**").

BETWEEN: N. HARRIS COMPUTER CORPORATION ("**Harris**")

                                     - and -

                              City and County of Denver, CO ("**Organization**")

   WHEREAS, the Organization has acquired a license to utilize the Software and Sublicensed Software, to obtain certain related Professional Services; Hosting Services, and Support and Maintenance Services for the Software and Sublicensed Software (as those terms are defined in the Framework Agreement between the parties to which this Exhibit "C" is attached (the "Hosting and Support Agreement") from Harris pursuant to the Framework Agreement; and

   WHEREAS, Organization has opted to purchase certain hosting and support services from Harris and Harris has agreed to provide such hosting and support services to Organization, for the Software and Sublicensed Software, on the terms and conditions of this Hosting and Support Agreement.

   NOW THEREFORE, in consideration of the mutual covenants set out in this Hosting and Support Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

<div align="center">

ARTICLE I: INTERPRETATION

</div>

Section 1.1 Definitions

Any capitalized terms not otherwise defined in this Section 1.1 or in this Exhibit "C" shall have the meaning ascribed to them in the Agreement.

1.1.1 **"Confidential Information"** means all information or material that is confidential in nature or that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic, or electronic form, and which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an

obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Hosting and Support, and any information with respect to the Hosting and Support that Harris or its third-party service provider may provide to Organization from time to time, including without limitation, the terms and conditions of this Hosting and Support Agreement and all information disclosed by Harris relating to its facilities, computer systems and product. Confidential Information does not include any Data.

1.1.2 **"Data**" means all data, including without limitation all text, sound, video, or image files, and software, that are provided by or on behalf of Organization to Harris or its service provider and all other content transmitted, posted, received or created through Organization's or its customers' use of the Hosting and Support, the Software or the Sublicensed Software. Data does not include System Data and Professional Services Data.

1.1.3 **"DPA"** shall have the meaning set out in Attachment "A" to this Hosting and Support Agreement.

1.1.4 **"Data Protection Requirements"** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information.

1.1.5 "**Data Storage Fees**" means the fees associated with the storage of Data by Harris on behalf of the Organization as set out in Exhibit "A" – Scope of Work.

1.1.6 "**Data Export Limit**" means the amount of Data that may be exported or downloaded by Organization from the hosted software as specified in Exhibit "A" – Scope of Work.

1.1.7 "**Data Storage Limit**" means the amount of Data storage purchased by Organization as specified in Exhibit "A" – Scope of Work.

1.1.8 **"Data Export Fees"** means the fees associated with the export or download of Data from Harris by Organization as set out Exhibit "A" – Scope of Work.

1.1.9 "**Fees**" means the Annual Hosting Fees, Support Fees, Maintenance Fees, Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in Exhibit "A" – Scope of Work.

1.1.10 **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.1.11 "**Hosted Minimum Terms**" means the following Sections of the Agreement: Sections 1.1.7, 2.3, 2.4, the terms of Section 5.3 as modified to remove the words "except for the express limited warranties set out in Section 5.1", Section 8.1, and the following Sections of this Hosting and Support Agreement: 2.3,

Exhibit C – Hosting and Support Agreement

2.4.1, 2.4.2, 3.2.2., 3.5.2, the terms of Section 5.2 as modified to remove the words "except for the express limited warranties set out in Section 5.1", Section 7.1, and the following language; "TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS LICENSORS, SERVICE PROVIDERS, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING FOR LOSS OF REVENUE, LOST OR DAMAGED DATA OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SOFTWARE, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY".

1.1.12 **"Hosting Services"** each means the web-based service(s) to be provided by or on behalf of Harris under this Hosting and Support Agreement that includes hosting, monitoring, operating and maintaining the Software and Sublicensed Software at a site owned or controlled by Harris's service providers and the delivery of exclusive access via the Internet to Organization to use the Software and if applicable the Sublicensed Software granted to Organization pursuant to Section 2 hereof. The Hosting services shall also include storing all data entered and maintained by Users through use of the Hosting services subject to the Data Storage Limit and Data Export Limit.

1.1.13 **"Local EU/EEA Data Protection Laws"** means any subordinate legislation and regulation implementing the GDPR.

1.1.14 **"License"** means the license rights granted to the Organization pursuant to the terms of the Agreement.

1.1.15 "**Maximum Accounts**" means the maximum number of accounts for which Organization is authorized to use the Organization's Software as specified in Exhibit A to the Agreement, with an account being identified as a discrete address.

1.1.16 **"Maximum Accounts"** means the maximum number of customer accounts with which Organization is authorized to use the Software as specified in Exhibit "A" to the Agreement.

1.1.17 "**Named Users**" means those specific individuals who have been specifically named in a written document approved by Harris, such approval not to be unreasonably withheld, as such document may be amended from time to time upon prior written approval of Harris

1.1.18 "**Personal Information**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one

Exhibit C – Hosting and Support Agreement

or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.1.19 **Product Terms**" shall have the meaning set out in the Framework Agreement.

1.1.20 "**Professional Service(s)**" means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described as Services in Section 1 of this Hosting and Support Agreement.

1.1.21 "**Professional Services Data**" means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Services) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Harris or Organization to obtain Professional Services. Professional Services Data includes Support Data.

1.1.22 "**Professional Services Fees**" means the Professional Service(s) fees set out in a Statement of Work to be paid by Organization for the Professional Services.

1.1.23 "**Statement of Work**" or "**SOW**", also referred to as a "Scope of Work", means a project-specific document executed by authorized representatives of each of the parties that is either attached to the Agreement or which references this Hosting and Support Agreement.

1.1.24 **"Support Data"** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Organization (or that Organization authorizes Harris to obtain from the hosted software and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Hosting services)) through the provision of any support services for the Hosting services. Personal Information provided to Microsoft by, or on behalf of, Organization in connection with the provision of technical support is also Support Data. Support Data is a subset of Professional Services Data.

1.1.25 "**System Data**" means data generated by the Software or the system used to provide the Hosting services including without limitation system logs, performance data, and other technical data related to the operation of the Software and/or Hosting services.

1.1.26 **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Organization as part of the Hosting services, as well as any Third Party Components that is required to be obtained by Organization directly from the applicable third party vendor in accordance with this Hosting and Support Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until

Exhibit C – Hosting and Support Agreement

otherwise indicated by Harris in accordance with the terms of this Hosting and Support Agreement).

1.1.27   **"User"** means any employee of Organization or any of Organization's agents who are authorized by Organization in writing to access and use the hosted software.

Section 1.2   Currency

All references to currency in this Hosting and Support Agreement and the related Exhibits refer to U.S. Dollars.

Section 1.3   Attachments

The Attachments described below and appended to this Hosting and Support Agreement shall be deemed to be integral parts of this Hosting and Support Agreement and are incorporated herein by reference:

- Attachment "A" – Third Party Components Terms and Conditions
- Attachment "B" – Services Availability and Support Services
- Attachment "C" – Data and Security Standards

Section 1.4   Interpretation

Notwithstanding anything contained in the Agreement, in the event of a conflict or inconsistency between the terms of the Agreement (including any other Exhibits to the Agreement or any SOW) and the terms of this Exhibit "C" Hosting and Support Agreement, the terms and conditions of this Exhibit "C" Hosting and Support Agreement shall govern and control.

ARTICLE II: SOFTWARE LICENSES

Section 2.1   Grant of Licenses

2.1.1   **General License**. The parties agree that execution of the Scope of Work Exhibit "A" which shall detail Harris' installation and implementation services for the Software and Sublicensed Software is a condition precedent to the effectiveness of this Hosting and Support Agreement and that the Scope of Work shall be entered into no later than contemporaneously with the execution of this Hosting and Support Agreement. Subject to the terms and conditions of this Hosting and Support Agreement, including without limitation, payment by Organization of all Fees, Harris hereby grants to Organization a personal, non-exclusive, non-transferable limited right during the Hosting Services Term (a) to allow (i) the Users to access and use the Hosting Services up to the Maximum Accounts; (ii) the maximum number of Concurrent Users to access and use the Hosting Services up to the Maximum Accounts in the Software; and (iii) the maximum number of Named Users specified in Exhibit "A" to the Agreement to access and use the Hosting Services up to the Maximum Accounts authorized; each on an annual

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subscription basis and in accordance with the Documentation solely for Organization's internal business purposes; (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Hosting Services.

2.1.2   As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software and Sublicensed Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.2   Term of Hosting and Support Agreement

This Hosting and Support Agreement commences on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). After the Initial Term, this Hosting and Support Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to Harris's then-current price structure and any modifications to the terms and conditions of this Hosting and Support Agreement made by Harris upon written notice to Organization to reflect Harris' then current version of this Hosting and Support Agreement unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Hosting and Support Term**".

Section 2.3   Restrictions on Use

2.3.1   Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software or Sublicensed Software for any purpose other than in connection with Organization's primary business or operations; (ii) use the Hosting Services in any way prohibited by law, governmental order or decree or to violate the rights of others; (iii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, Sublicensed Software or Hosting Services, or otherwise attempt to reconstruct or discover the source code of the Software, Sublicensed Software or Hosting Services, or attempt to otherwise convert or alter the Software, Sublicensed Software or Hosting Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation; (iv) modify or create derivative works of the Software or Sublicensed Software; (v) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Hosting and Support Agreement or otherwise use the Hosting Services except as expressly permitted by this Hosting Services Agreement without the prior written consent of Harris; (vi) use the Hosting Services to mine cryptocurrency without Harris' prior written approval, or to spam or distribute malware; or (vii) take any actions that would cause the Software, Sublicensed Software or Hosting Services to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Hosting Services. No third party, other than (a) duly authorized agents or employees of Organization; and (b)

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customers of Organization accessing and using the Software; authorized pursuant to hereunder, shall have access to or use of the Hosting Services.

2.3.2   The Software, Sublicensed Software and related materials supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software and Sublicensed Software may not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, Sublicensed Software and related materials supplied by Harris.

2.3.3   Organization may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, Organization may duplicate Documentation, at no additional charge, for Organization's internal use so long as all required proprietary markings are retained on all duplicated copies.

2.3.4   Organization shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Organization's own intranets or otherwise for Organization's own internal business purposes. Organization shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software or Sublicensed Software; or (iii) knowingly allow access to any competitor of Harris.

2.3.5   Organization shall not transmit, upload, post, display, distribute, store or otherwise publish, through use of the Hosting Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Harris or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and Organization shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

2.3.6   Organization shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Hosting Services that allow Organization to use it in certain ways, or disrupt or violate the security or integrity of any service, device, computer, communication system, software application, network, account, data, the Hosting Services or networks connected to the system used to provide the Hosting Services or use the Hosting Services in any way that would provide harm to it or impair anyone else's use of it, and Organization may not download or otherwise remove copies of software or source code from the Hosting Services except as

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explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:

    i. Monitoring or Crawling. Monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.

    ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

    iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

    iv. Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

    v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.

2.3.7   Organization shall not use the Hosting Services in any situation where failure of the Hosting Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

2.3.8   Organization shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

2.3.9   Organization will not access the Hosting Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.

2.3.10   Organization shall not assist or encourage anyone to do any of the above.

2.3.11   Storage and retention of Data shall be for the time periods set forth in the Agreement (or as otherwise mutually agreed).

2.3.12   The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by Organization.

2.3.13   The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by Organization.

Section 2.4   <u>Ownership of Software and Data and Related Terms and Conditions</u>

2.4.1   **<u>By Harris</u>**. Harris, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the System Data, Hosting Services, Software, Sublicensed Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Hosting and Support Agreement. Organization shall acquire no right whatsoever to all or any part of the Hosting Services, Software, Sublicensed Software or underlying software except the limited right to access and use the Hosting Services in accordance with the terms of this Hosting and Support

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Agreement and Harris, its service providers and its licensors reserve all rights not expressly granted to Organization. Organization must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Hosting Services, Software, Sublicensed Software and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Hosting Services, Sublicensed Software or Software ("**Feedback**"). Organization warrants that i) it will not provide Feedback that is subject to a license requiring Harris or Microsoft to license anything to third parties because Harris or Microsoft exercises any of the above rights in Organization's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

2.4.2 **<u>Organization Data</u>**. As between Harris and Organization, Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of this Hosting and Support Agreement, Organization grants to Harris, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to access, use and otherwise process the Data and Professional Services Data for the purpose of performing the Hosting Services, and Professional Services respectively, and for Microsoft's legitimate business operations as detailed and limited in the DPA. Except as specified in this Hosting and Support Agreement, Harris may not access the Data or Professional Services Data for any other purpose without the express written consent of Organization. Access to Data by any outside party shall only be in accordance with the terms of this Agreement, the DPA or where required by law. Organization agrees that this Hosting and Support Agreement (including the DPA and Product Terms) along with the Documentation and Organization's use and configuration of features in the Hosting Services, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information. Organization agrees that this Hosting and Support Agreement (including the DPA and Product Terms) along with any statement of work agreed between the parties, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information contained with the Data and Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending this Hosting and Support Agreement set out hereinafter or the Statement of Work.

2.4.3 Organization grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile any and all Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of

Organization, its clients or any individual, company or organization ("**Aggregated Data**"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to access Data to provide feedback to Organization concerning its use of the Hosting Services. Organization likewise authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Hosting Services.

2.4.4 In addition to any other restrictions on Harris' use of the Data, both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data.

2.4.5 **Data and Privacy Policy of Organization**.

Organization represents and warrants to Harris that:

I. **DATA, PROFESSIONAL SERVICES DATA, AND PERSONAL INFORMATION, THAT IS EITHER PROVIDED TO OR ACQUIRED BY HARRIS AND/OR ITS SERVICE PROVIDERS FROM ORGANIZATION IS OWNED EXCLUSIVELY BY ORGANIZATION AND THAT THE ORGANIZATION HAS FULL RIGHT AND TITLE TO PROVIDE THE DATA, PROFESSIONAL SERVICES DATA AND PERSONAL INFORMATION TO HARRIS AND ITS SERVICE PROVIDERS;**

II. **DATA, PROFESSIONAL SERVICES DATA AND PERSONAL INFORMATION, THAT IS EITHER PROVIDED TO OR ACQUIRED BY HARRIS IS SUBJECT TO A PRIVACY POLICY IN EFFECT AS OF THE EFFECTIVE DATE AND ORGANIZATION'S ORGANIZATIONS OR OTHER THIRD PARTY OWNERS OF THE DATA OR PERSONAL INFORMATION HAVE PROVIDED TO ORGANIZATION THEIR WRITTEN CONSENT FOR ITS COLLECTION, USE AND STORAGE BY HARRIS AND ITS THIRD-PARTY SERVICE PROVIDERS IN ACCORDANCE WITH THIS HOSTING AND SUPPORT AGREEMENT AND IN ANY JURISDICTION IN NORTH AMERICA;**

III. **ORGANIZATION COMPLIES WITH ALL APPLICABLE PRIVACY LEGISLATION AS OF THE EFFECTIVE DATE IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER IN RESPECT OF ANY DATA, PROFESSIONAL SERVICES DATA AND PERSONAL INFORMATION COLLECTED, USED, TRANSFERRED, CREATED OR DISCLOSED PURSUANT TO THIS HOSTING AND SUPPORT AGREEMENT; AND**

IV. **ORGANIZATION WILL NOT PROVIDE HARRIS OR ITS SERVICE PROVIDERS WITH DATA OR PERSONAL INFORMATION OF ANY KIND FOR WHICH HARRIS OR ITS SERVICE PROVIDERS EITHER HAVE NO NEED OR DO NOT HAVE THE RIGHT TO COLLECT, USE AND STORE UNDER THE TERMS OF THIS HOSTING AND SUPPORT AGREEMENT.**

2.4.6 **Data Location**. As of the Effective Date, Harris's third party service provider of

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the Hosting Services is Microsoft® and Harris uses Microsoft's Azure® online services to host the Software and if applicable, the Sublicensed Software. To the extent permitted by applicable law and except as described in the Product Terms and the DPA, Data, Professional Services Data and Personal Information that Microsoft processes on Organization and Harris's behalf may be transferred to, and stored and processed, in the United States or any other country in which Microsoft or its service providers maintain facilities. Organization appoints Harris and Microsoft to perform any such transfer of Data and Personal Information to any such country and to store and process Data and Personal Information to provide the Hosting Services. Harris shall use commercially reasonable efforts to work with Microsoft personnel to configure the Hosting Services to store Data on Virtual Machines using Locally-Redundant Storage (LRS).

2.4.7 **Access to Data; Subcontracting**. Subject to Section 3.6, at all times during the Hosting and Support Term, Organization will have the ability to request a copy of, and/or delete Data stored in the hosted software. Harris' service provider may engage third parties to provide certain services on its behalf and Organization consents to the engagement of such third parties as subprocessors, which shall constitute Organization's prior written consent to the subcontracting by Harris and its service provider of the processing of Data, Professional Services Data and Personal Information if such consent is required under the GDPR or other applicable law.

Section 2.5   Ownership and Disposition of Documents

2.5.1 The parties agree that no materials or documents are being created for Organization by Harris under this Hosting and Support Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.

2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6   Third Party Components

2.6.1 Organization acknowledges that in order to provide the Hosting Services Harris may be required to purchase access to Third Party Components. Organization agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Attachment "A" to this Hosting and Support Agreement.   Organization further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Hosting and Support Term with little or no

advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris's control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting and Support services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right of Organization to terminate set out in Section 7.2.5. If any of the terms and conditions of Harris's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Harris may modify the terms and conditions of this Hosting and Support Agreement effective immediately upon written notice to Organization, subject to the right of Organization to terminate set out in Section 8.2.5.

2.6.2   Harris currently uses specific service provider(s) identified in Section 2.4.6 or on SOW's that act(s) both as a hosting facility and provides additional third-party software support to Harris. Without limiting Harris' rights set out in Section 2.6.1, Organization acknowledges that Harris may change the third-party service provider(s) at any time with notice to the Organization. The Organization further acknowledges that the third-party service provider may require that the Organization agree to certain additional terms in order for Harris to allow Organization and its Users to have access to the Software and, if applicable, Sublicensed Software on the third-party provider's hosting platform. Harris may, from time to time, alter the hosting facility service provider by providing notice to the Organization. Where a different third-party provider provides such services then alternate policies and terms will apply to Organization's use of the Hosting and Support which terms the Organization will need agree with as a condition precedent of using the Hosting and Support from a time provided by Harris to the Organization. Lastly, if the Organization requires information related to the third-party provider's capabilities, accreditations, and other information regarding a third-party provider, the Organization must request such information directly from Harris. Harris will make diligent efforts to request that the third party provider provide such information for the Organization but ultimately, Harris is not obligated to provide any such information to the Organization either (i) where the third party provider refuses to provide the information to Harris or (ii) where the Organization refuses to agree to terms that the third party provider has requested from the Organization prior to providing the information either directly or indirectly through Harris (such terms, for example, an NDA).

2.6.3.   Organization agrees that it shall not seek legal action directly against a third-party provider without the prior written consent of Harris in respect of an issue related to the Hosting and Support services.

ARTICLE III: HOSTING SERVICES

Section 3.1   <u>Performance by Harris - Hosting Services</u>

3.1.1   Harris shall provide all facilities, equipment, and software required to make the Hosting Services available. Harris shall have the right to manage all resources used in providing the Hosting Services, as Harris deems appropriate.

3.1.2   Harris shall use commercially reasonable efforts to make the Hosting Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Attachment "B" and as outlined in any relevant SOW. Any Harris liability to Organization, in the unlikely event that the Hosting Services becomes unavailable in violation of Attachment "B", is set forth in Attachment "B". Any request for credit must be received by Harris in writing within fifteen (15) days of the date that the Hosting Services were unavailable in accordance with the terms of Attachment "B" otherwise all rights to any credits shall be deemed waived.

3.1.3   Harris reserves the right to have additional User acceptance criteria that may be applied to Users and Organization customers who use the Software prior to their ability to have access to the Hosting Services. Harris shall inform Organization of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Organization and/or to Users or Organization's customers. Where Users or Organization's customers do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users and/or Organization's customers access to the Hosting Services. Harris reserves its rights to restrict access to the Hosting Services to Users and/or Organization's customers for any violation of any additional terms and conditions to which such Users accept/agree to access the Hosting Services.

3.1.4   Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software and if applicable, Sublicensed Software. Organization, not Harris, shall be responsible for creating and maintaining all User and Organization's customer account information and for performing all other application-level system administration functions that are available within the Software and Sublicensed Software.

Section 3.2   <u>Organization Responsibilities</u>

3.2.1   **<u>Users</u>.** Organization is responsible for: (i) the actions of Users using the Hosting and Support Services in accordance with this Hosting and Support Agreement and the actions of Organization's customers who use the Hosting Services as part of such customer's use of the Software; (ii) ensuring that Users and Organization's customers who use the Software agree to any further terms and conditions as may be provided by Harris from time to time for Users (and Organization's customers); and (iii) informing Harris of any information about Users' and Organization's customers' actions that may affect either the Hosting Services or third party data contained in or used by the Hosting Services, or Harris's ability to provide the Hosting Services as contemplated by this Hosting and Support Agreement.

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3.2.2 **Compliance with Laws**. The Hosting Services are subject to U.S. export jurisdiction. Organization represents and warrants to Harris that it and its Users and customers will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including, but not limited to, those laws regarding restrictions on exports (including the International Traffic in Arms Regulations, the U.S. Export Administration Regulations end-user, end use and destination restrictions by Canadian, U.S. and other governments related to the Harris and its service providers' products, services and technologies), biometric data, defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality (including confidentiality of communications), unfair competition, Data Protection Requirements and other situations which could generate liability. Organization is responsible for determining whether the Hosting Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Hosting Services in a manner consistent with Organization's regulatory and legal obligations, including without limitation, Organization is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the Hosting Services. Organization represents that it and its Users, and customers using the Software are not named on a U.S. government exclusion list, and Organization further warrants that it shall immediately discontinue use of the Hosting Services if Organization or any User using the Hosting Services becomes placed on any such list and shall immediately discontinue any use of the Hosting Services by any customer of Organization that becomes placed on such list. Organization is responsible for responding to any request from a third-party regarding Organization's use of the Hosting Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

3.2.3 **Organization Equipment**. Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Organization's facilities required for Users to access and use the Hosting Services and shall notify Organization's customers of such requirements in order to use the Software. Harris shall not be responsible for the operation of any Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Hosting Services requires Organization's and Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to and/or to ensure that Users' and Organization's customers who wish to use the Software maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense.

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3.2.4 **Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Users and customers shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users and customers secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Users' or customers' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

Section 3.3 Data Security Provisions

3.3.1 Data Security. Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's, its Users' and its customers' (as well as Harris' and its service providers') computer systems, networks and any and all information stored therein. Organization is solely responsible for making an independent determination as to whether the technical and organizational measures for the Hosting Services meet Organization's requirements, including any and all of its security obligations under applicable Data Protection Requirements. Organization acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its Personal Information. Organization is responsible for implementing and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, A) application level privacy and security settings within the Software and Sublicensed Software, and B) ensuring that (i) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering as set out in Attachment "A" and Attachment "C". Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Details regarding Harris' service provider's security measure and practices are available at the links set out in Attachment "A" to this Hosting and Support Agreement.

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3.3.2   HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' OR CUSTOMERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY USER OF ORGANIZATION'S INTERNET CONNECTION (OR ANY USE BY ANY OF ORGANIZATION'S CUSTOMERS OF ITS INTERNET CONNECTION) IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, HARRIS DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.

Section 3.4   Suspension of Access and Use Rights of Hosting Services

3.4.1   In addition to its termination rights under Section 7.2, Harris may immediately suspend, restrict or limit Organization's access to all or any portion of the Hosting Services if Harris determines:

    i.   That Organization's or any of its Users' or customers has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct:

      (a) poses a security risk to the Hosting Service or any third party,

      (b) poses any risk of any kind or nature to Harris' or its service provider's business or other customers;

      (c) could adversely impact Harris' or its service provider's systems, network, the Hosting Services or the systems or data of any other customer,

      (d) could subject Harris, its service provider or their respective affiliates or any third party to liability, or (iv) could be fraudulent;

    ii. Organization or any User or Organization customer is in breach of this Hosting and Support Agreement or the Agreement;

    iii. Organization is in breach of its payment obligations for the Annual Subscription Fees; or

    iv. Organization has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Organization's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Harris will use reasonable efforts to notify Organization of the suspension, restriction or limitation to Organization's access to the Hosting Services unless Harris believes that an immediate suspension is required and will restore Organization's access to the Service after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Organization or any customer of Organization in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Hosting and Support Agreement or

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pose any risk of any kind or nature to Harris or its service provider's network, business or other customers. In the event that Harris suspends Organization's right to access or use all or any portion of the Hosting Services, Organization remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (under Attachment "A" to this Hosting and Support Agreement or otherwise) for any period of suspension.

ARTICLE IV: SUPPORT FOR HOSTING SERVICES

Section 4.1   Delivery of Support for Hosting Services

4.1.1   Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Attachment "B" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW.   Such services may be modified at Harris' sole discretion.

4.1.2   Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support Services and Hosting Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights thereto.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1   Warranty of Performance

5.1.1   <u>Hosting Services Warranty</u>. During the Hosting Services Term, Harris warrants to Organization that when used in accordance with this Exhibit "C" the Hosting Services will be performed during the Hosting Services Term substantially in accordance with the published user guides for the Hosting Services posted by Harris' service provider, as such user guides may be updated by said provider from time to time. Advanced and its service providers' sole obligation and Organization's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Advanced to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 8.2 of this Agreement.

Section 5.2   No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTION 5.1, THE HOSTING SERVICES, THE SOFTWARE, THE SUBLICENSED SOFTWARE, THE PROFESSIONAL SERVICES, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION AND ITS USERS AND CUSTOMERS "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER

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PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SUBLICENSED SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SUBLICENSED SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE AND SUBLICENSED SOFTWARE CAN BE FOUND OR CORRECTED. HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS HOSTING AND SUPPORT AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

ARTICLE VI: REMEDIES, LIABILITY AND INDEMNITY

Section 6.1 **Remedies and Liability**

6.1.1   Except as otherwise provided in this Hosting and Support Agreement, termination of this Hosting and Support Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to termination.

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6.1.2   The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Hosting and Support Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris' and its service providers' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Hosting and Support Agreement.

(i)   TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH PARTIES AGREE THAT HARRIS' AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS HOSTING AND SUPPORT AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID TO HARRIS BY THE ORGANIZATION UNDER THIS HOSTING AND SUPPORT AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii)   IN ADDITION TO THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS HOSTING AND SUPPORT AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii)   CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

Section 6.2 <u>Intent</u>

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Hosting and Support Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 6.3 <u>Organization Indemnification.</u>

6.3.1   Organization is solely responsible for its Data, its use, and its Users' and customers' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto.

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ARTICLE VII: GENERAL

Section 7.1   Confidentiality

7.1.1   The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Hosting and Support Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, service providers, employees or representatives who have a need to know such information ("**Representatives**"), for the purpose of performance under this Hosting and Support Agreement and exercising the rights granted under this Hosting and Support Agreement, and who are bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Hosting Services Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Hosting and Support Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, Organization must promptly notify Harris. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Section 7.2   Termination

7.2.1   If either party is in material breach of any of its obligations under this Hosting and Support Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to
   (i)   issue a written notice disputing the alleged default within such thirty (30) day period; or
   (ii)   to correct the default within ninety (90) days following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

7.2.2   If Organization has failed to pay any amounts when due under this Hosting and Support Agreement or the Agreement, Harris shall have the right to (A) suspend performance of the Hosting Services (including Organization and its

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Users' access to the Hosting Services) until all amounts are paid in full; and/or (B) terminate this Hosting and Support Agreement or any part thereof effective immediately upon written notice to Organization to that effect.

7.2.3   Either party may terminate this Hosting and Support Agreement effective immediately upon written notice to the other party if the other party:

(i)   becomes insolvent;

(ii)   becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or

(iii)   becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

7.2.4   Harris may terminate this Hosting and Support Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris or its service providers.

7.2.5   If any such modification, change or replacement of the original Third Party Components pursuant to Section 2.6 impairs Organization's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Organization may terminate this Hosting and Support Agreement by providing written notice to Harris within twenty (20) days after Organization's discovery of such impairment. If any modification to the terms and conditions of this Hosting and Support Agreement made by Harris pursuant to Section 2.6 due to a change in the terms of its agreement with a provider of the Third Party Components are material in nature, then Organization shall have the right to terminate this Hosting and Support Agreement upon written notice to Harris given within fourteen (14) days of the date of notice from Harris of such modified terms.

7.2.6   This Hosting and Support Agreement shall automatically terminate in the event that the Agreement terminates or expires.

Section 7.3   **Procedure on Termination**

7.3.1   In the event of termination or expiration of this Hosting and Support Agreement:

(a)   All rights to use the Hosting Services granted to Organization in this Hosting and Support Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Hosting and Support Services.

(b)   Organization will pay all amounts due under this Hosting and Support Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

(c)   Conditional upon Organization's payment of all Fees that are due to Harris and unless prohibited by law or the order of a governmental or regulatory body or it could subject Harris and/or its third-party service

provider or their affiliates to liability, Harris will furnish the Harris with a copy of Organization's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Harris's then current daily rate. Upon receipt of notice from Harris confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Harris pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Data. Following 90 days from the date of termination if Organization has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. Harris and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.

(d)   Organization shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris or the third party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.

(e)   Except as otherwise provided in this Hosting and Support Agreement, termination of this Hosting and Support Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

Section 7.3.2   **Trade Compliance**

Organization is solely responsible for compliance with applicable laws related to the manner in which Organization chooses to use the Hosting and Support Services, including (i) Organization's transfer and processing of Data, and (ii) the provision of Data to Users and Organization's customers. Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Hosting and Support Agreement and the Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority

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Section 7.3.3   <u>Equitable Relief</u>

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Hosting and Support Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Hosting and Support Agreement by Organization.

Section 7.3.4   <u>Survival</u>

The following sections and articles shall survive the termination or expiration of this Exhibit "C" Hosting and Support Agreement: Article 1, Sections 2.1.2, 2.3, 2.4, 2.5, 2.6, 3.2, 3.3.3, 3.4, 3.5, 3.6, 5.2, Article VI, Article VII, Article VII, and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive any termination or expiration of this Hosting and Support Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

Attachment "A" – Third Party Components Terms and Conditions

1.   Microsoft Azure

Organization agrees that the additional terms set out in Microsoft's Product Terms, available at Microsoft Product Terms and select "Enterprise" (the "**Product Terms**"), apply to Organization's use of the Hosting Services and the Microsoft Products and Services Data Protection Addendum ("**DPA**") available at https://aka.ms/DPA sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Organization's use of the Hosting Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Hosting Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Hosting Services but does not include data that remains on Organization's premises or in any Organization selected third party operating environments. The Product Terms and the DPA may be changed from time to time. Organization should review such documents carefully, both at time of acceptance of this Hosting and Support Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Hosting Services.

Information regarding Microsoft Azure's data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-your-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview.

High Risk Use: Organization must consider whether its specific use of these technologies is safe. The Hosting Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Hosting Services could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "**High-Risk Use**"). Organization's High-Risk Use of the Hosting Services is at its own risk.

The foregoing information, including the links to such information, may be changed from time to time therefore Organization is responsible for reviewing such information periodically.

Exhibit C – Hosting and Support Agreement

Attachment "B" - Service Availability and Support Services

PART 1: DEFINITIONS

For purposes of this Attachment B to the Hosting and Support Agreement attached as Exhibit "C" to the Agreement, the following terms have the meanings set forth below. All capitalized terms in this Attachment "B" that are not defined in this Part 1 shall have the respective meanings given to them in the Agreement.

1.1 **"Availability Requirement"** has the meaning given to it by Part 2 of this Attachment "B".

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 Hosting and Support Agreement between the parties dated the Effective Date.

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1.10 **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this Attachment "B", 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 8:00 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 Hosting and Support Agreement.

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PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Hosting and Support Agreement, Harris will use commercially reasonable efforts to make the Hosting Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Hosting and Support Services 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 Hosting Services to meet the Availability Requirement. "Available" means the Hosting Services 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 Hosting Services, the Sublicensed Software, 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 Hosting 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 Hosting Services that occurs in a non-production environment;
g. emergencies in the nature of security risks and updates to address such security risks;
h. the failure, interruption, outage, or other problem with a Third-Party Component; or
i. disabling, suspension, or termination of the Hosting Services for cause by Harris.

<u>Availability Calculations:</u>

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the Hosting Services is Available.	$$Availability = \frac{a - b - c}{a - b} \; x \; 100$$ Where: a = Total minutes in the month	Each Calendar Month

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	b = Total minutes of planned maintenance in the month c = Total minutes of unplanned service outages in the 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.

Scheduled Downtime

Harris will use commercially reasonable efforts to:

  i.   Schedule downtime for routine maintenance of the Hosting Services between the hours of 6:00 p.m. and 7:00 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.

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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 Attachment "B", including the Service Levels.

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.

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

Call Severities

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

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- 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
- Applying application patches for critical issues with the application, that do not have a workaround

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
   a. System errors without manageable workarounds
   b. Report calculation issues
   c. Error messages preventing data integration and update
   d. Issues causing non-critical integrations to fail completely
   e. Performance issues of severe nature not impacting critical processes
   f. Applying high priority patches for issues without manageable workarounds

c. Severity 3 – Low
   a. System errors that have manageable workarounds
   b. Performance issues not affecting critical processes
   c. Modification requests relating to efficiency or other usability considerations
   d. Report formatting issues
   e. Training questions, how to, or implementing new processes
   f. Aesthetic issues
   g. Requests/recommendations for enhancements on system changes
   h. Questions on documentation
   i. Applying medium/low priority patches

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.

Support Requests

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request.

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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 (TeamSupport) 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.

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 behavior, 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 and you will be provided with a separate ID number to track the progress of the issue. The ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

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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.

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

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

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

<u>Test Databases & Environments</u>

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.

<u>Updates</u>

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.

<u>Remote Support Services</u>

a. Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet using 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 Attachment "B";
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.

Exhibit C – Hosting and Support Agreement

<u>Out-of-Scope Services</u>

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this Attachment "B".

Exhibit C – Hosting and Support Agreement

Attachment "C" – Data and Security Standards

1. Data
   1.1. Harris shall use commercially reasonable efforts to store, maintain and protect Data. Harris has established and maintains data security procedures and other safeguards within the Software intended to protect against the destruction, corruption, loss, or alteration of customer data, and designed to prevent access, intrusion, alteration, or other interference by any unauthorized third parties of customer data. Customer data is managed and stored using various database technologies that offer scalability and reliability with architecture developed to support logical segregation of data throughout each customer instance. Customer data is maintained in segregated schemas and data access models which are designed to ensure that the application layer exposes to users only data that they are permitted to view according to security configurations within the application. This helps protect against unauthorized or unintended information disclosure. Organization is solely responsible for setting up and maintaining all application level system administration functions available within the Software, Third Party Software, and Sublicensed Software, including without limitation security settings and configurations.

2. The Hosting Services have received SOC 2 Type 1 Certification and Microsoft Azure has received SOC 2 certification, and other compliance frameworks. Additionally, the CIS Infinity Software is Veracode verified. For a complete list of Microsoft Azure certifications please visit: https://docs.microsoft.com/en-us/azure/compliance/.

   2.1. Relevant Aspects of the Control Environment, Risk Assessment, Monitoring, and Information and Communication. The applicable SOC II trust services criteria were used to evaluate the suitability of design of controls stated in the description. This section provides information about the five interrelated components of internal control at Harris, including:

      2.1.1. Control Environment: Sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.

      2.1.2. Communication and Information: Surrounding these activities are information and communication systems. These enable the entity's people to capture and exchange information needed to conduct and control its operations.

      2.1.3. Risk Assessment: The entity's identification and analysis of relevant risks to support achievement of its objectives, forming a basis for determining how the risks should be managed.

      2.1.4. Monitoring Activities: The entire process must be monitored, and modifications made necessary. In this way, the system can react dynamically, changing as conditions warrant.

      2.1.5. Control Activities: Control policies and procedures must be established and executed to help ensure that the actions identified by management as necessary to address risks to achievement of the entity's control objectives are effectively carried out.

Exhibit C – Hosting and Support Agreement

Exhibit D
MyMeter Utility License

MyMeter Utility License

This MyMeter Utility License Agreement ("Agreement") is a legal agreement between the City ("Utility") and the Contractor, who is an authorized reseller for Accelerated Innovations, LLC ("AI") In this Agreement, "we", "us" and "our" refer collectively to AI.

IMPORTANT: LICENSE   ACKNOWLEDGMENT   AND   THIRD-PARTY   EXCLUSION

The City acknowledges that it is purchasing a license to use MyMeter CSS portal software (MyMeter) and related services from the Contractor, acting as a reseller for AI, and that the underlying intellectual property rights to MyMeter are owned by AI. Notwithstanding this acknowledgment, this Agreement constitutes a contract solely between the City and the Contractor. The Parties expressly agree that AI is not a third-party beneficiary to this Agreement, and the City shall not be bound by any terms, conditions, or agreements between the Contractor and AI that are not explicitly incorporated into this Agreement. Any such terms not explicitly incorporated herein shall have no force or effect with respect to the City's rights and obligations under this Agreement.

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.
    i.
    1.1 "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.
    ii.
    1.2 "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.

iii.

1.3 "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 between the Contractor and 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.

iv.

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.

V.

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.

vi.

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

Exhibit "D" – MyMeter Utility License

EXHIBIT E, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding Information Technology Provisions (this "Exhibit") is a material part of the Agreement between the Parties to which this Exhibit is attached. In addition to the requirements of the main body of this Agreement, the Contractor shall protect the City's information technology resources and City Data in accordance with this Exhibit. All provisions of this Exhibit that refer to the Contractor shall apply equally to any Subcontractor performing work in connection with this Agreement. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to "Agreement" shall include this Exhibit.

1. **TECHNOLOGY SERVICES SPECIFICATIONS**
    1.1. **User ID Credentials**: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:
        1.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
        1.1.2. Account credential lifecycle management from instantiation through revocation;
        1.1.3. Account credential and/or identity store minimization or re-use when feasible; and
        1.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).
    1.2. **Identity Management**: The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.
    1.3. **Supported Releases**: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source. This includes any of the Contractor's controlled systems running on the City's network, including, but not limited to, any application, firewall, or other type of physical or virtual appliances.
    1.4. **Updates & Upgrades**: During the Term of this Agreement, the Contractor shall provide the City with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, "Upgrades"), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software. In addition, the Contractor shall ensure that SaaS receives all updates and upgrades the Contractor provides to its customers generally.

1.5. <u>Compatibility with Third-Party Software</u>: The Contractor acknowledges and agrees that the Work must integrate and operate compatibly with various third-party software products. The Contractor shall actively monitor and stay current on new version releases, updates, and changes made to any such third-party software that interfaces or integrates with the Contractor's Work. The Contractor shall ensure that its own products remain fully compatible with the most recent generally available versions of these third-party software components. Within ninety (90) days of the commercial release of a new generally available version of any interfacing third-party software, the Contractor shall complete all necessary testing, coding, and product updates to certify compatibility with the new version. The Contractor shall provide the updated and version-compatible products to the City at no additional cost. If the Contractor's Work is not compatible with the most current generally available third-party software versions required for operation, the City reserves the right to temporarily cease using the incompatible Work until the compatibility issue is resolved, without penalty or payment for a period of noncompliance. Under no circumstances shall the Contractor require the City to run old, non-current versions of third-party software to remain compatible with the Contractor's Work. The responsibility and costs for ensuring third-party software version compatibility shall reside solely with the Contractor.

1.6. <u>Adjustment of Licenses</u>: The City may, at each anniversary date of this Agreement, increase or decrease the number of licenses it has purchased under this Agreement by giving written notice to the Contractor at least thirty (30) days prior to the anniversary date. The Contractor shall adjust the invoice for the next billing period based on the unit price per license specified in this Agreement. The City shall not reduce the number of licenses below the minimum quantity required under this Agreement.

1.7. <u>Timing of Fees and Subscriptions</u>: Notwithstanding any provision to the contrary: (i) no fees for maintenance of On-Premise Software or SaaS, including without limitation for Upgrades, will accrue before Go-Live (as defined below); and (ii) no period before Go-Live will be counted against the time covered by any maintenance period. In addition, no fees for use of SaaS will accrue before Go-Live, and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. "Go-Live" refers to the earlier of Acceptance of the On-Premise Software or SaaS or the City's first use of the On-Premise Software or SaaS in production, other than a beta use or trial.

1.8. <u>Performance Outside of the United States</u>: The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, processing, transmitting, or maintaining City Data outside of the United States. Notwithstanding anything to the contrary contained in the Agreement, the City shall have no responsibility or obligation to comply with foreign data protection laws or polices, including, but not limited to, the General Data Protection Regulation of the European Union.

1.9. <u>Continuity of Critical Services</u>: The Contractor acknowledges that the Work to be performed under this Agreement is vital to the City and must be continued without interruption and that, upon this Agreement's expiration without renewal, a successor, either the City or another contractor, may continue them. The Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to complete an orderly and efficient transition to a successor. The Contractor shall, upon the City's written notice: (i) furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and (ii) negotiate in good faith to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the Work called for by this Agreement are maintained at the required level of proficiency. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after expiration that result from phase-in, phase-out operations) at the rates contained herein. The City shall have the authority extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition, and the City shall pay a proration of the subscription fee during any necessary extension.

1.10. <u>Software Escrow</u>: At the City's request, the Contractor shall maintain in escrow a copy of the source code and documentation for the licensed software purchased under this Agreement. With each new release of the software provided to the City, the Contractor shall maintain the updated source code and documentation in escrow. If the Contractor files for bankruptcy, becomes insolvent, or ceases operations for any reason, the City shall be provided the current source code and documentation in escrow. The City will only use the source code and documentation to support the licensed software. This Section shall survive the termination of this Agreement.

2. <u>SECURITY AUDITS</u>

2.1. <u>Performance of Security Audits</u>: Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the results of the above audits. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof.

2.2. <u>Security Audit Results</u>: The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of

the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary.

3. **DATA MANAGEMENT AND SECURITY**

   3.1. **Compliance with Data Protection Laws and Policies**: In addition to the compliance obligations imposed by this Agreement, the Contractor shall comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

   3.2. **Data Ownership**: Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data. The Parties recognize and agree that the Contractor is a bailee for hire with respect to City Data. The Contractor's use and possession of City Data is solely on the City's behalf, and the Contractor shall only use City Data solely for the purpose of performing its obligations hereunder and shall not use City Data in the development of machine learning and artificial intelligence models for any purpose without the City's written consent. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement.

   3.3. **Data Access and Integrity**: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the applicable law and regulation as they relate to the Contractor's performance hereunder to ensure the security and confidentiality of City Data. The Contractor shall protect

against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall provide the City with access, subject to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data.

3.4. **Response to Legal Orders for City Data**: If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. Upon notice, the City will promptly coordinate with the Contractor regarding the preservation and disposition of any City Data and records relevant to any current or anticipated litigation. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

3.5. **Mandatory Disclosures**: In addition to the requirements set forth herein, the Contractor shall provide the City with a copy of any disclosure the Contractor is required to file with any regulatory body as a result of a Security Breach or other incident that requires the Contractor to make such a disclosure, including but not limited to, required disclosures mandated by the Securities and Exchange Commission. If the contents of any such disclosure is protected by law, the Contractor shall instead provide the City with prompt notice that it was required to make such a disclosure along with the name of the regulatory body requiring the Contractor to make such a disclosure.

3.6. **Data Retention, Transfer, Holds, and Destruction**: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies as necessary to meets its obligations hereunder. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. Upon the expiration or termination of this Agreement, the Contractor shall, as directed by the City, promptly return all City Data provided by the City to the Contractor, and the copies thereof, to the City or destroy all such City Data and certify to the City that it has done so; however, this requirement shall not apply to the extent the Contractor is required by law to retain copies of certain City Data. The Contractor shall not interrupt or obstruct the City's ability to access and retrieve City Data stored by the Contractor. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain City Data by shredding, erasing, or otherwise modifying the City Data in the paper or electronic documents to make it unreadable or indecipherable. The Contractor's obligations set forth in this Subsection,

without limitation, apply likewise to the Contractor's successors, including without limitation any trustee in bankruptcy.

3.7. **Software and Computing Systems**: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, or store, City Data received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat. Upon request, the Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.

3.8. **Background Checks**: The Contractor shall ensure that, prior to being granted access to City Data, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and applicable law, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor has access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check requirements of IRS Publication 1075.

3.9. **Subcontractors**: If the Contractor engages a Subcontractor under this Agreement, the Contractor shall ensure its Subcontractors are subject to data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor

and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

3.10. **Request for Additional Protections and Survival**: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain City Data to ensure compliance with applicable law and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

4. **DISASTER RECOVERY AND CONTINUITY**

   4.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

   4.2. Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

      4.2.1. A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

      4.2.2. Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

4.2.3. Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

4.3. The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

5. **DELIVERY AND ACCEPTANCE**

5.1. **Acceptance & Rejection**: Deliverables will be considered accepted ("Acceptance") only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor's gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its Exhibits by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

5.2. **Quality Assurance**: The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor's delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

6. **WARRANTIES AND REPRESENTATIONS**

6.1. Notwithstanding the acceptance of any Work, or the payment of any invoice for such Work, the Contractor warrants that any Work provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable Specifications. The Contractor warrants that any Work, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the

Work and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work.

6.2. Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

6.2.1. The Contractor shall re-perform, repair, or replace such Work in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or

6.2.2. The Contractor shall refund to the City all amounts paid for such Work, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

6.3. Any Work delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work. The duration of the warranty for any replacement or corrected Work shall run from the date of the corrected or replacement Work.

6.4. **Customization Services**: The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.

6.5. **Third-Party Warranties and Indemnities**: The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

6.6. **Intellectual Property Rights in the Software**: The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in

this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

6.7. **Disabling Code**: The Work will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

7. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD COMPLIANCE**

7.1. If the Contractor is directly involved in the processing, storage, or transmission of cardholder data on behalf of the City as part of this Agreement, this Section shall apply. Any contractor who provides or has access to software, systems, hardware, or devices which process and/or interact with payment card information or payment cardholder data must be compliant with the current version of the Payment Card Industry Data Security Standard (PCI DSS).

7.2. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). The Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now and will be PCI DSS compliant during the term of this Agreement. All service providers that the Contractor uses under this Agreement must be recognized by Visa as PCI DSS compliant. The Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors, and any third party who may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. The Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. The Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an

executed Attestation of Compliance (AOC). The Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant. If the Contractor is a service provider involved in the processing, storage or transmission of cardholder data or sensitive authentication data (collectively "Data Handling") on behalf of the City that would result in Data Handling being included in the City's PCI scope through connected software or components, then the Contractor must provide a PCI Responsibility Matrix ("Matrix") to be attached to this Agreement as an exhibit. The Matrix must identify where responsibility resides for each PCI control requirement, whether it be with the Contractor, the City or shared by both. Any PCI control requirements that do not apply should be indicated along with any pertinent notes.

7.3. The Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, the Contractor shall notify the City in writing consistent with the Security Breach response notification requirements of this Agreement, and shall provide, at the Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

7.4. If any Association requires an audit of the Contractor or any of the Contractor's Service Providers, agents, business partners, contractors, or Subcontractors due to a data security compromise event related to this Agreement, the Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this Section or under other provisions of this Agreement.

7.5. The Contractor is solely responsible for its PCI DSS compliance. The Contractor shall ensure that all PCI DSS vendors comply with PCI DSS standards: (i) in providing Services or Deliverables to the City under this Agreement; (ii) in storing, processing, or transmitting PCI data; and (iii) in engaging in any other activities for any purpose relating to this Agreement. As between the Contractor and the City, the Contractor shall be responsible for a PCI DSS vendor's non-compliance with PCI DSS.

7.6. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company

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fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by the Contractor of this Agreement. In furtherance of this, the Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

8. **LICENSE OR USE AUDIT RIGHTS**

   8.1. To the extent that the Contractor, through this Agreement or otherwise as related to the subject matter of this Agreement, has granted to the City any license or otherwise limited permission to use any of the Contractor's intellectual property, the terms of this Section shall apply.

   8.2. The Contractor shall have the right, at any time during and throughout the Term, but not more than once per year, to request via written notice in accordance with the notice provisions of this Agreement that the City audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Agreement (an "Audit Request"). The Audit Request shall specify the period to be covered by the audit, which shall not include any time covered by a previous audit. The City shall complete the audit and provide certification of its compliance to the Contractor ("Audit Certification") within a reasonable amount of time following the City's receipt of the Audit Request.

   8.3. If upon receipt of the City's Audit Certification, the Parties reasonably determine that: (i) the City's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Agreement ("Overuse"), and (ii) the City would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), the Contractor shall provide written notice to the City in accordance with the notice provisions of this Agreement identifying any Overuse or required Maintenance and request that the City bring its use into compliance with such use restrictions and limitations.

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