

Master Subscription Agreement

This Master Subscription Agreement is by and between SpryPoint Services, Inc. ("SpryPoint") a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and **City of Petaluma** ("Client") with offices at **11 English Street, Petaluma, CA 94952** (each a "Party or collectively "Parties") and shall come into effect on the date last signed by the Parties ("Effective Date").

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

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

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

1. Master Subscription Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – Pricing Schedule
4. Exhibit C – Service Level Objectives
5. Exhibit D – Insurance Requirements
6. Exhibit E – Data Processing

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

"Agreement" means this Master Subscription Agreement, including any exhibits or attachments hereto or any other document explicitly incorporated herein.

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

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

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

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

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

“Messaging Service” means the messaging capabilities provided with the Service.

“Service” means the SpryPoint applications as identified in the Pricing Schedule and further described in the Statement of Work and Documentation.

“SpryPoint Documentation” means the Service’s standard user manuals and any other accompanying documents related to the Service delivered to the Client.

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

1. Provision of Service.

1.1 SpryPoint Obligations. SpryPoint shall make the Service available to Client in accordance with the terms of this Agreement.

1.2 Client Obligations. Client must use the Service in compliance with this Agreement and in accordance with the SpryPoint Documentation. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent and be responsible for unauthorized access to, or use of, the Service and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable laws; or (ii) send or store Malicious Code by way of the Service or its related systems or networks. Client shall designate named contacts to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint Service for which they initiate support requests. Client shall be liable for the acts and omissions of all persons or other legal entities that it allows to access (including unauthorized access) the Service.

1.3 Acceptable Use. Client acknowledges and agrees that SpryPoint does not police the content of Client Data nor communications of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and this Agreement. Client is solely responsible for (a) assuring that the disclosure and use of

Client Data, content, or information provided to SpryPoint does not violate any applicable law or infringe upon the Intellectual Property Rights of any third party and (b) using any reports and other materials prepared by Client through the Service in a manner that will not violate any applicable law or infringe upon the Intellectual Property rights of any third party. Client agrees not to post or upload any content or data into the Service which (aa) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (bb) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (cc) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Service, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Fees.

2.1 Invoices & Payment. All fees are quoted and payable in United States Dollars, unless stated otherwise. All invoiced charges are due net 30 days from the invoice date. Late payments may accrue interest at the rate of 1.5% per month. All payment obligations are non-cancelable, and all payments made are non-refundable. SpryPoint, without limiting its other rights and remedies, reserves the right to suspend the Service until such amounts are paid in full. All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.

2.2 Usage Metric Verification Process for SpryMobile. Client has access to self-service usage metrics on demand and within the Service. Client System Administrators can add or remove accounts and users as needed. It is the Client's sole responsibility to archive users in SpryMobile if they are no longer being used.

SpryPoint may verify usage metrics through a quarterly audit and will bill any changes annually. Audit results will be shared with Client. Any use exceeding the usage metrics within scope and as defined in Exhibit B will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began.

2.3 Integrated Notification Services. The SpryPoint platform includes integrated notification services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's Integrated Notification services include:

- Inbound and outbound SMS text messaging
- Outbound voice messaging
- Inbound and outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage as identified in Exhibit B Pricing Schedule.

3. Proprietary Rights

- 3.1 SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, SpryPoint Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to) (a) reverse engineer, modify or copy the Service or SpryPoint Documentation or create any derivative works based on the Service and SpryPoint Documentation; (b) copy any features, functions, interfaces, integrations or graphics of the Service or SpryPoint Documentation; or (c) access the Service or SpryPoint Documentation in order to build any commercially available product or service.
- 3.2 Client Rights.** SpryPoint hereby grants to Client a non-exclusive, non-transferable, non-perpetual, limited license to use the Service and SpryPoint Documentation in accordance with the terms and conditions of this Agreement.
- 3.3 License to Host Client's Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title, or interest from Client under this Agreement in, or to, Client Data.
- 3.4 License to use Client's Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction, or other Client Input relating to the Service. SpryPoint shall have no obligation to incorporate Client Input into the Service.
- 3.5 Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name.

4. Confidentiality

- 4.1 Confidentiality.** A Party shall not disclose or use any Confidential Information of the other Party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other Party's prior written permission or as required by applicable law or by proper legal or governmental authority. If Client is required to disclose SpryPoint Confidential Information pursuant to applicable law or by proper legal authority, Client shall give SpryPoint notice of any such legal or governmental demand and reasonably cooperate with SpryPoint, at SpryPoint's expense, in any effort to seek a protective order or otherwise contest such required disclosure.

- 4.2 Nondisclosure.** A Party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A receiving Party: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 4.3 Protection.** Each Party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event using less than a commercially reasonable standard of care.
- 4.4 Injunctive Relief.** Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the Discloser in breach of confidentiality protections hereunder, the Discloser shall have the right to, in addition to any other remedies available, injunctive relief to enjoin such acts.
- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title, and interest in and to all of Discloser's Confidential Information.

5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own commercially reasonable data privacy and information security policies, including physical, technical, administrative, and organizational safeguards in relation to the Service.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a security breach, such Party must notify the other Party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will provide commercially reasonable assistance to the other Party in mitigating such breach.

6. Warranties & Disclaimers

6.1 From SpryPoint.

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

6.2 From Both Parties. Each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a materially adverse impact on its ability to perform as required by this Agreement.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies, after good-faith efforts, Client's exclusive remedy shall be a refund of the subscription fees actually paid by Client for the twelve (12) month period immediately preceding notice to SpryPoint of such breach or discovery.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED SPRYPOINT DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this section do not apply to the extent that such a claim for Indemnification arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made without SpryPoint's written consent; (c) Client's failure to incorporate Updates; (d) modification of the Service by any person or entity not authorized by SpryPoint to perform such modification (e) unauthorized use of the Service; or (f) use of the Service in a manner inconsistent with the SpryPoint Documentation or the terms of this Agreement. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately

adjudicated to have arisen through the negligence or intentional misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either Party's option and SpryPoint's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability

8.1 Clarifications and Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO SPRYPOINT'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL SPRYPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR SPRYPOINT'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.2 Exclusion of Damages. IN NO EVENT SHALL SPRYPOINT HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION.

9. Term & Termination

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

9.2 Renewal. The Service shall automatically renew for successive terms of one year unless either Party provides the other written notice of termination a minimum of thirty (30) days prior to the expiration of the current term or the Service has been otherwise terminated in accordance with this Agreement.

9.3 Annual Escalation. The annual subscription service fee for the Service shall be subject to adjustment on each annual anniversary of the Effective Date at the higher of the following:

- a) in accordance with the change in the USA Consumer Price Index ("CPI") as published by the Government of the United States. The CPI will be determined based on the percentage increase in the CPI for the twelve (12) month period ending with the calendar month which is three (3) months prior to the annual anniversary of the Effective Date
- b) 5%.

9.4 Termination for Default. Either Party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other Party if such breach remains uncured at the expiration of such notice period.

9.5 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relive Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the Effective Date of termination.

9.6 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

10. Messaging.

10.1 Supplemental Messaging Service Terms. If Client elects to use SpryPoint's Messaging Service, the following supplemental terms ("Messaging Terms") will apply.

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

10.3 Messaging Indemnity. To the extent permitted by applicable law, Client shall hold harmless, defend and indemnify SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms.

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

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons employed by or contracted by SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agents or employees of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement. This Agreement does not create, nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

11.2 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Delaware.

11.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Client shall be sent to:

City of Petaluma
11 English Street
Petaluma, CA 94952]
Attention: **Jessie Gooch, Finance Director**

Notices to SpryPoint shall be sent to:

Nick Stone, CFO
45 Queen Street
Suite #401
Charlottetown, PE C1A 4A4

11.4 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Neither Party's review, provision, acceptance, nor payments for any of the Services provided under this Agreement shall be construed to operate as a waiver of any SpryPoint's rights under this agreement or of any cause of action available to SpryPoint arising out of the performance of this Agreement.

11.5 Force Majeure. In no event shall SpryPoint be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software

industry practices to resume performance as soon as practicable under the circumstances.

11.6 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (which consent shall not be unreasonably withheld).

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

11.8 Publicity. Except as required for the Service, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client. SpryPoint is authorized to use Client's name as required to perform the Service.

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

11.10 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

Client Name	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name: Nick Stone
Title:	Title: Chief Financial Officer
Date Signed:	Date Signed:

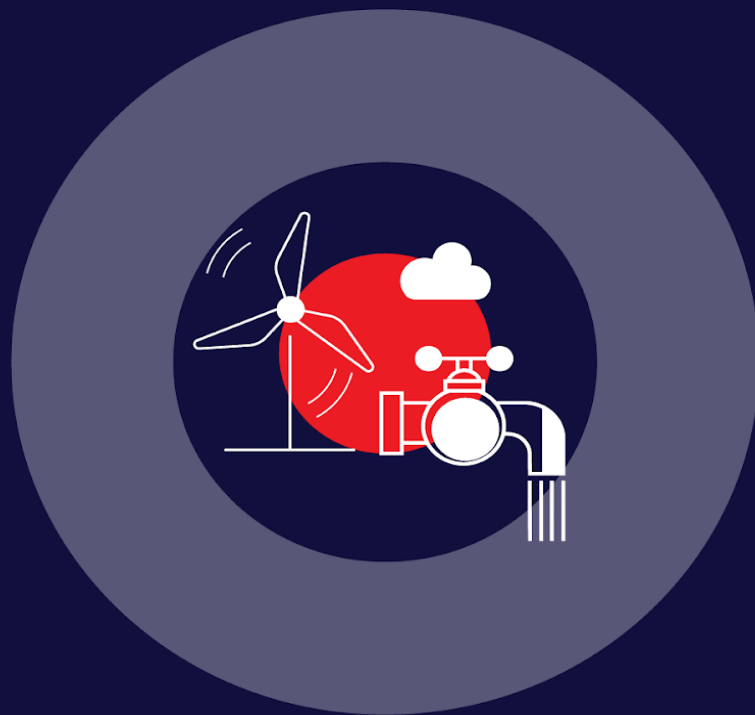


Exhibit A - Statement of Work

*45 Queen Street
Charlottetown,
PE
C1A 4A4, Canada*

SpryPoint.com

Table of Contents

Table of Contents

1. Introduction	5
2. Project Principles	5
2.1. Guiding Principles	5
3. Scope of Work	6
3.1. Overall Project Approach	6
3.2. Pre-Project Initiation	7
3.3. Project Initiation	8
▪ Project Initiation – Pre Project Kickoff	Error! Bookmark not defined.
3.3.1. Project Initiation – Project Kickoff	9
3.3.2. Deploy Environments	9
3.3.3. Project Initiation – Deliverables, Roles & Responsibilities	10
3.4. Analysis	12
3.4.1. Analysis – Foundation Training	12
3.4.2. Analysis – Data Review	12
3.4.3. Analysis – Workshop Questionnaires	12
3.4.4. Analysis – Workshops	13
3.4.5. Analysis – Solution Design Report	15
3.4.6. Analysis – Planning Documents	15
3.4.7. Analysis – Data Migration	15
3.4.8. Analysis – Reporting & Dashboards	16
3.4.9. Analysis – Deliverables, Roles & Responsibilities	18
3.5. Configuration	21
3.5.1. Configuration – Configuration Workbook & Workshops	21
3.5.2. Configuration – Bill Statement	21
3.5.3. Configuration – Collections Letters	22
3.5.4. Configuration – Miscellaneous Letters & Other Items	22
3.5.5. Configuration – Data Migration	22
3.5.5.1. Data Mapping	23
• Data Migration, Iterations & Refreshes	25
3.5.5.2. Summary of Data Iterations	26
3.5.5.3. Iteration 1	26
3.5.5.4. Iteration 2	27
3.5.5.5. Iteration 3	28
3.5.5.6. Iteration 4	28
3.5.5.7. Data Cleansing	29
3.5.5.8. Data Acceptance Testing	29
3.5.6. Configuration – Integrations & Enhancements	30
3.5.6.1. Integrations	30
3.5.6.2. Enhancements	30

3.5.7.	Configuration – Core Team Training	30
3.5.8.	Configuration – Reports & Dashboards	31
3.5.9.	Configuration – Security & Roles	31
3.5.10.	Configuration – Deliverables, Roles & Responsibilities	32
3.6.	Test	36
3.6.1.	Test – Test Scripts	36
3.6.2.	Test – Training Material	37
3.6.3.	Test – Enhancement Testing	37
3.6.4.	Test – Functional Testing	37
3.6.5.	Test – Integration Testing	37
3.6.6.	Bill Validation Testing	38
3.6.7.	Test – User Acceptance Testing	39
3.6.8.	Test – Client Driven Solution	39
3.6.9.	Test – Deliverables, Roles & Responsibilities	40
3.7.	Deploy	44
3.7.1.	Deploy – Prerequisites	44
3.7.2.	Deploy – Go Live Cutover Plan	45
3.7.3.	Go/No Go Decision	45
3.7.4.	Deploy – End User Training Material	45
3.7.5.	Deploy – End User Training	46
3.7.6.	Deploy – Mock Go Live	46
3.7.7.	Deploy – Customer & Vendor Notifications	46
3.7.8.	Deploy – Go Live	46
3.7.9.	Deploy – Deliverable(s), Roles & Responsibilities	47
3.8.	Operate	49
3.8.1.	Operate – Post Go Live Support	49
3.8.2.	Operate – Transition to Customer Success	49
3.8.3.	Operate – System Acceptance & Project Close Out	50
3.8.4.	Operate – Deliverables, Roles, & Responsibilities	51
3.9.	Project Governance	52
3.9.1.	Project Management (PM)	52
3.9.2.	Project Communications & Tools	52
3.9.3.	Acceptance Period	54
3.9.4.	Agreed Severity Definitions	55
3.9.5.	Milestone Acceptance Process	56
3.9.6.	Scope & Project Change Management	57
3.9.7.	Issues and Risk Management	58
3.9.8.	Conflict Resolution and Escalation Process	58
3.9.9.	Project Working Times	59
3.9.9.1.	Project Working Schedule	59
3.9.9.2.	Statutory Holidays	59
3.9.10.	Executive Steering Committee	61
3.9.11.	Project Management Reoccurring Deliverables	62
4.	Integrations & Enhancements	63
4.1.	Integrations	63
4.2.	Enhancements	69
5.	Travel	70
6.	Project Assumptions	70
6.1.	General Assumptions	70



6.2. System Testing Assumptions:	71
6.3. Training Assumptions:	71
6.4. Production Readiness and Cutover Assumptions:	72
Project Staffing	73
7. 73	
7.1. Staffing Matrix	73
7.2. SpryPoint Staffing Profiles	74
Client Staffing Profiles	74
7.3.	77
8. Appendices	83
8.1. Definitions	83
8.2. Milestone Schedule	89
8.3. Document Samples	104
8.3.1. Project Status Report - Sample	105
8.3.2. Risk Log	111
8.3.3. Change Order Form	113



Statement of Confidentiality

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



1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint** Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, and The City of Petaluma, CA ("the **Client**") with offices in Petaluma, CA.

Background Statements:

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

This document is one of several that constitute the Agreement. As such, if any discrepancy exists between the documents, the precedence shall be listed in the Statement of Work. These documents help define the project's scope and will guide its execution.

2. Project Principles

2.1. Guiding Principles

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

1. Standardize and align business operations to Industry best practices where it makes sense.
2. The Project will be based on a 'Solution-Based' approach rather than a 'System-based' approach focusing on high value processes and driving efficiencies.
3. The **Client** will empower designated Project team members knowledgeable on current state of operations to make decisions that will bind the **Client** in future state business process operations. These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible and minimize **Client** specific customizations.
5. **SpryPoint** and the **Client** will operate as a unified team and partners in the execution of the Project.
6. There will be a focus and commitment to organizational change management and staff preparation and readiness throughout the Project.
7. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
8. **SpryPoint** will lead the project and keep consistent communication and transparency in the progress tracking of the project as outlined in the Project Governance Section of this document.

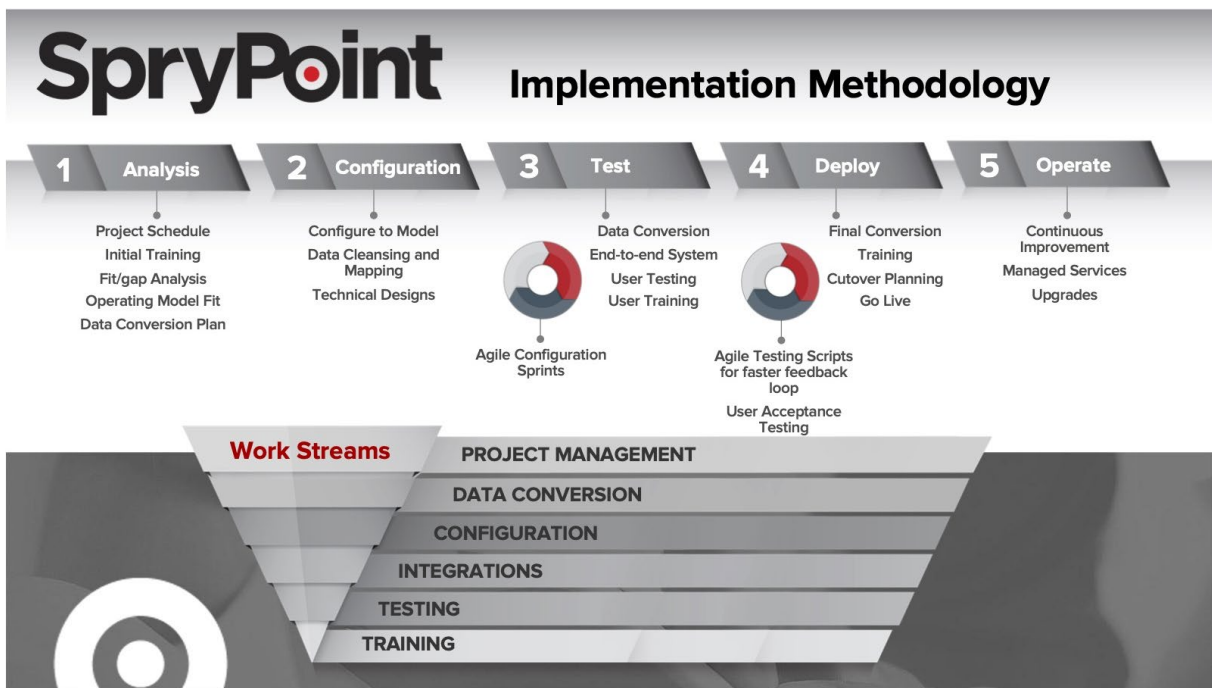
3. Scope of Work

3.1. Overall Project Approach

SpryPoint shall use its implementation methodology to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology and combines it with the best elements of the Agile Methodology. This hybrid approach encompasses Project Management tasks, Pre-Project tasks, and five (5) phases, as follows:

- Analysis
- Configure
- Test
- Deploy
- Operate

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



3.2. Pre-Project Initiation

Before Project Initiation there are several pre-project activities the **Client** can choose to perform to prepare for the implementation. Completion of these activities is not mandatory to start the project but will need to be completed at some point before go-live.

- Documentation to gather:
 - ✓ Operating policies:
 - ✓ Any documentation on Standard Operating Procedures
 - ✓ Published rules/policies
 - ✓ Internal documentation – How Tos/Workflows, etc.
 - ✓ Gather Lists of Information:
 - ✓ Customer Forms (online or printed)
 - ✓ Communications – letters (collections, budgets, payment plans, etc.)
 - ✓ Service Order Types
 - ✓ Credit Memos
 - ✓ Miscellaneous Charges
 - ✓ Billing Rates/details
 - ✓ Penalty and collection rules
 - ✓ GL codes used in CIS
 - ✓ Meter data (counts, types of meters, inventory, GIS information)
 - ✓ Staffing and Roles:
 - ✓ Identify Subject Matter Experts



- ✓ Grid of staff, roles, and responsibilities
- ✓ Field Operation users that will need to be engaged with SpryMobile
- ✓ Bill Statement
 - ✓ Bill design, structure of content, changes from existing bill
 - ✓ Goals of redesign
 - ✓ Who needs to approve a new design?
 - ✓ Does the new design need to be approved by a committee? If so, how long does this process take
- ✓ Reporting
 - ✓ What reports do you have today?
 - ✓ Do you still use this report and what is it for?
 - ✓ Complete a Reports list
 - ✓ Collect report samples
- ✓ Data Cleansing
 - ✓ Start to identify problem records (accounts, customers, premises)
 - ✓ Start to identify duplicate records
 - ✓ Identify problems with data that should be resolved
 - ✓ Identify fields that are multipurpose

3.3. Project Initiation

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

Upon execution of the contract, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

3.3.1. Project Initiation – Pre Project Kickoff

Upon execution of the contracts SpryPoint will mobilize the SpryPoint project team to ensure they have a strong understanding of the Client and the project scope. Upon execution of the contracts **SpryPoint** will schedule a Pre Project-Kickoff Call with the **Client's** Project Manager to discuss next steps and to schedule the formal Kickoff meeting. As part of this call **SpryPoint** and the **Client** will work on access to the Project Infrastructure and finalize the approach for file sharing. Upon completion of this meeting, the SpryPoint Project Manager will finalize the initial SpryPoint Project Schedule and deliver it to the **Client**. As part of the initial planning dates will be determined for the Analysis Workshops.

3.3.2. Project Initiation – Project Kickoff

To get the project officially underway **SpryPoint** will conduct a formal Project Kickoff meeting with the **Client** and the Client Core Team. Prior to the kickoff meeting, the Agenda and presentation outline will be agreed by the Client. The purpose of the meeting is to level set on the Project goals and implementation approach for the **SpryPoint**. This will also allow the core team to ask any questions they may have for **SpryPoint**. The Client can record this session to share with other project team members and vendors as they are onboarded.

3.3.3. Deploy Environments

SpryPoint will deploy environments as defined in the Exhibit B – Pricing Schedule. Upon deployment of the environments **SpryPoint** will setup access for Core Team, so the **Client** can connect and validate that the environments are available and ready for use. An Environment Plan including the environment name, purpose, end users and time period will be provided covering project implementation.

3.3.4. Project Initiation – Deliverables, Roles & Responsibilities

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

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

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

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

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

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 1	Mobilize Project Team	Identify and assign team members and introduce teams.	A	R	I					
PI 2	Mobilize Client Project Team	Identify and assign team members and introduce teams.				A	R	I	I	C
PI 3	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people & outline next steps, schedule meetings, and start project work.	A		I	R				I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI 4	Prepare project infrastructure	Send welcome information, setup shared drives and access.	A			R				
PI 5	Initial Project Schedule	Update project plan that will be used as baseline for project.	A			C				
PI 6	Project Kickoff	Formal meeting to kick off the Project. This includes the following activities: <ul style="list-style-type: none"> Meeting agenda Meeting presentation 	A	C	C	C	C	I	I	C
PI 7	Environment Setup	Provision environments and provide access for the core team.	A	R		C				
PI 8	Verify environments	Confirm list of initial access and confirm users can log in.	C			A	C			
PI 9	Environment Plan	A document that outlines the environments and their use throughout the implementation	A	R		C				
PI 10	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A	C		R	C			

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

3.4. Analysis

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

3.4.1. Analysis – Foundation Training

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

It is a requirement that any **Client** personnel that will be participating in the Analysis Workshops must participate in this training.

3.4.2. Analysis – Data Review

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

3.4.3. Analysis – Workshop Questionnaires

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

3.4.4. Analysis – Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and the **Client** business process experts to create an Analysis Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the desired future business processes/agreed proposal requirements scope per the RFP response. In the case of an identified gap between what was agreed to in the proposal requirements scope, **SpryPoint** is to deliver a solution at no additional cost to the **Client**.

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

Prior to the workshops **SpryPoint** will:

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

During this activity **SpryPoint** will:

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

- Payment Plans
- Late Penalties
- Shut off procedures
- Adjustments
- Accounting, payments, collections and bankruptcy processes, including debt remaining at any premise and recovered through transfer of title
- Customer Engagement
 - Customer Communications
 - SpryEngage
 - Self Service
 - Registration
 - Payments
 - Payment History
 - Billing
 - Analytics
 - Forms
 - Password Resets
 - Requests
 - Profile Management
 - Help & FAQ
 - Administration
 - Campaigns & Alerts
 - Customer Relationship Management
- Mobile Field Service
 - Dispatching
 - Meter activities
 - Service Orders
 - Optimized Routing
 - Photos

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

3.4.5. Analysis – Solution Design Report

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

3.4.6. Analysis – Planning Documents

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

- **Test Plan** – A document that outlines the testing strategy, types of testing, scope for each type, roles, responsibilities, timelines, defect management, quality metrics, entrance and exit criteria. As part of the test plan, testing success parameters will be agreed to with the **Client**. For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial accounts with no unexplainable discrepancies.
- **Training Plan** – A document that outlines the requirements for training including training strategy, approach (end user direct, Train the Trainer (TTT), delivery method (e.g. self-led/e-learning, instructor led). The training plan covers Core Team Training, Tester Training and End User Training This includes a training matrix that can be used to plan End User training for the various user roles and courses. The **Client** will be responsible for matching training needs to individual End Users.
- **Security Plan** - Based on the workshops and interviews, **SpryPoint** will provide an out of the box security plan. In addition, **SpryPoint** provides base security roles. The **Client** will be responsible to match individual users to the security roles and assign roles to their users.

3.4.7. Analysis – Data Migration

Data Conversion is a critical part of every implementation project. During the Analysis Phase, workshop(s) will be held to define the following:

- Location of **Client** Data and access to **Client** data
- Confirmation of records that require conversion (as defined below)
- What format the **Client** Data will be received in
- Data cleansing options
- Parameters for data checking/validation
- How **Client** Data will be mapped to the new data structure
- Reconciliation Reports List (what will be counted or balanced i.e. meters by type, accounts by type, financial balances)

This information will be gathered and documented in the Data Conversion Strategy document. Included in scope; Data conversion and migration will be limited to data from the existing CIS system.

3.4.8. Analysis – Reporting & Dashboards

Once transactional data has started being converted SpryPoint will complete a reports & dashboard analysis. The purpose of this analysis is to determine the reporting and dashboard requirements to support the Clients future state business processes. Most of the reports and dashboards will be built via the Metabase reporting tool.

SpryPoint will start by reviewing the out of the box reports and dashboards. **SpryPoint** will provide a Report & Dashboard Plan that will group the Client report requirements into different categories:

- No Longer Needed – the report will be deemed as no longer needed because either the **Client** currently doesn't use it, or because of a business process change or the new system functionality the report is deemed unnecessary.
- Match Report – the report is matched to an equivalent **SpryPoint** Report that exists in the System. Note: Often many **Client** reports will be replaced with one base **SpryPoint** report that has multiple views to meet the needs of different users.
- Gap – the report does not exist, is needed for future purposes and will need to be built.
- Change mode of Report Delivery – the information from the report is now delivered in another source – Dashboard, online display, or on-demand query, etc.

Upon completion of the Report & Dashboard Analysis a Report & Dashboard Plan will be provided to the **Client**. This document summarizes the findings of the analysis and provides an estimate of effort required to build any reports identified as a gap. This

report work effort will be compared against the contracted work effort and **SpryPoint** will work with the **Client** to determine which reports will be built using the custom report and dashboard budget as contracted. Additional reports and work hours over the budgeted amount and agreed upon will be submitted through the change control process.

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

3.4.9. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 1	System Familiarization	A product overview session(s) that are designed to provide the Client with a look at how the SpryPoint product(s) work before the Analysis workshops	C	A		C	R			
A 2	Workshop Questionnaires	Document(s) with questions that will need to be answered by the core team and are used as part of the discovery workshop sessions. Note: The SpryPoint PM may determine these are not required for the project	A	R						
A 3	Workshop Questionnaires	Provide answer in the questionnaires.				A	R			
A 4	Topic Specific Workshops	Workshop(s) will be completed to discuss the requirements in each area and identify any gaps. An agenda will be provided for each workshop.	R	A						
A 5	Attend workshops	Client will ensure the correct subject matters experts are available and participate in workshops.				C	A			
A 6	Analysis Report	A document that outlines the information gathered during the discovery. This document will outline any gaps identified during the workshops	R	A		C	C			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 7	Analysis Report Updates	Updates to the Analysis Report with any changes/feedback from the Client	R	A		C	R			
A 8	Deliver Business Process Validation Checklist	A list of standard business processes scenarios that are supported by the SpryPoint Solutions(s).	R	A		C	C			
A 9	Analysis Report Review & Approval	The time required to for the Client to review the Analysis Report and provide feedback and/or approve the document	C	C		A	R			I
A 10	Report Plan	This plan is used to identify which reports are required, what tool will be used to create the report and who is responsible to develop them.	A	R		C	R			
A 11	Test Plan	A document that outlines the testing strategy for the implementation	A	R		C	C			
A 12	Training Plan	A document that outlines the strategy for training the Client throughout the implementation.	A	R		C	C			
A 13	Data Conversation Strategy	A document that defines all the Client Data that will be converted. This document defines the details and plan for conversion throughout the implementation.	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
A 14	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security access limits and the out of the box security roles and their purpose.	A	R		C	C			
A 15	Security Plan Role Assignment	Updates to the document matching users to security roles.	C	C		R	A			
A 16	Client Communication Plan	A document that outlines recommended Client communications throughout the Project for both internal and external communications.	A	R		R	R			
A 17	Updates to Client communications plan	Go forward communication plan for Client staff & its customers	C	C		A	R			C

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

3.5. Configuration

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

3.5.1. Configuration – Configuration Workbook & Workshops

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

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

At this point in the Project this will be referred to as the Initial Configuration. As **SpryPoint** works with the **Client** through the testing and data conversation activities, changes to configuration may be required. **SpryPoint** will be responsible for ensuring the configuration is updated with these changes.

3.5.2. Configuration – Bill Statement

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

As part of the Bill Statement Design, consideration will be given to static content, variable content, informational messages, marketing message, inserts as well as bill consolidation for commercial accounts.

3.5.3. Configuration – Collections Letters

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

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

3.5.4. Configuration – Miscellaneous Letters & Other Items

Other items required to be configured during this phase are:

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

During implementation **SpryPoint** will work with the **Client** to build and deliver all letter(s) and template(s) up to a maximum of 15.

3.5.5. Configuration – Data Migration

SpryPoint uses an Agile project approach during the data migration process. **SpryPoint** will be responsible for the assistance of transformation and load of the data from the **Client's** current systems to **SpryPoint** Products. It should be noted that while

SpryPoint is responsible for the transformation and loading of data, the **Client** must provide user(s) who understand how the **Client** currently uses the system and to complete data extraction and support transformation activities.

3.5.5.1. Data Mapping

Before data can be extracted from the legacy system or imported into the various **SpryPoint** products, a data mapping document must be completed. **SpryPoint** will provide a document outlining all the data points that need to be mapped. The **Client** will be required to work with **SpryPoint** to ensure understanding of how data is used in the legacy system.

Agreed Time

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

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

SpryCIS Objects to Convert

Object	Details
Customers	Active customers with balances within the specific time limits, including relationships (i.e., landlords/tenants). This also includes customer addresses and corresponding contact information. Note: In the agreed time if there are inactive customers with balances these will be included in the conversion.
Premises	All active premises in the agreed time.

Accounts	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or have been closed in the agreed time.
Meters	All active meters within the agreed time range, regardless of account status.
Service Points	Active service points within the agreed time range.
Meter Readings	For all converted meters per the agreed time.
AR Balance	All active account balances within agreed time.
Service Orders	All active and completed service orders within the agreed time frame.
Bill History	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
Deposits	If applicable, active deposit values will be converted.
Equipment	All active equipment.

Remotes	All active meters within the agreed time range, regardless of account status (if applicable).
Notes & Comments	Notes & Comments for applicable converted records.

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

- **Data Migration, Iterations & Refreshes**

SpryPoint will design, develop, and create validation processes (For example: accounts receivable balances, meter reads, consumption, record counts, etc.). The **Client** is responsible for all data extraction activities from the legacy system.

The process starts with extracting and importing core data elements, and then with each conversion iteration, additional data elements will be added. After each conversion iteration, data validation reports will be provided to the **Client** to review and sign off on. During the conversion process **Client** will extract the mapped data from the **Client's** legacy system and **SpryPoint** will import the data into the **SpryPoint** solution(s). In addition to this the **Client** is expected to complete the Data Acceptance Testing. **SpryPoint** will run the data conversion programs and provide reports to assist the **Client** with data quality validation – for example reconciliation reports (extracted = loaded).

The scope of this implementation includes an estimated 4 major data iterations. Each major iteration has a defined purpose and data requirements to meet that goal. In some instances, it may be required to complete multiple conversions to meet the goals and purpose of the major iteration. To ensure project efficiencies, the **SpryPoint** Project Manager will determine based on the project schedule and project needs if additional conversions are required and timing of those conversions, to ensure the data is correct to support a successful go live.

Note: If it is mutually agreed to by both parties the decision can be made to proceed with the next data iteration if one of the activities is not completed.

3.5.5.2. Summary of Data Iterations

The following Table provides a summary of the data iterations. Specific details on each iteration can be found in the sections that follow.

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

Note: The total of 8 does not include the data extracts for Mock Go-lives.

3.5.5.3. Iteration 1

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

- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
 - Accounts
 - Customers
 - Premises

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

3.5.5.4. Iteration 2

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

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

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

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

3.5.5.5. Iteration 3

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

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

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

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

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

3.5.5.6. Iteration 4

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

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

3.5.5.7. Data Cleansing

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

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

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

3.5.5.8. Data Acceptance Testing

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

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

3.5.6. Configuration – Integrations & Enhancements

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

3.5.6.1. Integrations

During the contracting process interfaces were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Interfaces and their description included in the scope of the project please see the Integrations section.

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

3.5.6.2. Enhancements

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

If enhancements not listed in this document are identified or requested, they will be deemed out of scope and the change order process will be initiated as outlined in the Scope and Project Change Management section.

3.5.7. Configuration – Core Team Training

To assist with the **Client's** Core Team Members understanding of the **SpryPoint** product(s) **SpryPoint** will provide Core Team Training. This training is designed to give the Core Team members a full understanding of how to use the **SpryPoint** Product(s). **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During the training, activities and assessments will be completed to help reinforce key concepts. Training material during core team training will be based on

the out of the box system functionality and may include functionality that is not applicable to you, however the purpose of the training is to help the core team understand how the system might work for **Client** specific business processes.

3.5.8. Configuration – Reports & Dashboards

During configuration any reports and dashboards identified as required for Go-Live in the Report Plan will be developed.

As identified in the Report Plan, **SpryPoint** will work with the **Client** to build/configure:

- **Dashboard – SpryPoint** will work with **Client** to configure a Customer Service Dashboard of key metrics using Metabase.
- **Reports - SpryPoint** will work with appropriate **Client** project team members to modify existing reports or write new reports using the out of the box reporting tool and Metabase.
- **Metabase Training** – As part of the scope of the project SpryPoint will provide the Client's designated report writer(s) training on the tool.
- **Reports and Dashboards** will use an iterative approach. A report builder will build an initial draft of the report or dashboard. This will be reviewed with the Client. SpryPoint and the Client will agree to a mutual amount of time for the Client to test the report or dashboard. SpryPoint will allow up to a maximum of 2 iterations of updates after the initial report or dashboard is provided.

3.5.9. Configuration – Security & Roles

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

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

3.5.10. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 1	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements.	R	A		C	R			
C 2	Configuration Workbook Completed	The Configuration Workbook is filled out for the initial round of configuration.	R	A						
C 3	Configuration Workbook Assignments & Homework	Provide required inputs & information for completion of the Configuration Workbook				C	A			
C 4	System Configuration(s)	The process to complete configuration in the System Environments.	A	R						
C 5	Participate in Configuration Sessions	Be engaged in configuration sessions to answer questions and understand how configuration is performed				C	R			
C 6	Integration Requirements Document(s)	For any in scope interfaces, this document validates the interface business requirements. One document will be created for each identified integration.	A	R						
C 7	Integration Requirements participation	Participate in integration requirements sessions, provide document feedback and approve documents				A	R			
C 8	Core Team Training	Full system training provided to the Client's core team members per the		A						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		training plan that ensures the core team understands how the SpryPoint product(s) works.								
C 9	Participate in Core Team Training	Client's Core Team will participate in the scheduled training sessions				A	R			
C 10	Enhancement Requirements Document(s)	If there are enhancements included in scope, this document validates the business use case and captures the business requirements. If there are multiple enhancements one document will be completed for each.	A	R						
C 11	Enhancements Requirements participation	Participate in Enhancement Business requirements sessions, provide document feedback and approve documents				A	R			
C 12	Data Mapping Document	A spreadsheet that maps each field being converted from the legacy system to a field in an appropriate in scope SpryPoint product.	R	A		C	C			
C 13	Data Extraction from legacy system	The activities required to get data out of the Client's legacy system.	C	C		A	R			
C 14	Data Import into SpryPoint Product(s)	The activities required to bring data into the SpryPoint product(s).	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 15	Data Conversion Results Report	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
C 16	Data Conversion Results Review	A meeting(s) to discuss the data conversion results and answer any questions, issues or concerns.	R	A		C	R			
C 17	Data Acceptance Checklist Template	A template that outlines the recommended data element that should be tested	A	R						
C 18	Data Acceptance Checklist Template Population	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.				A	R			
C 19	Data Acceptance Testing	Testing that is completed by the Client to check and validate the data that has been converted.				R	A			
C 20	Data Acceptance Testing Support	Answer questions and provide guidance during data acceptance testing	A	R						
C 21	Identify data issues	Identification and documentation of data issues found during data acceptance testing	C	C		A	R			
C 22	Data Cleansing Decisions	Make decisions on the best way to resolved data issues ** see Data Cleansing Section above.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
C 23	Complete Data Cleansing Activities - SpryPoint	Complete data cleansing activities	A	R		C	C			
C 24	Completed Data Cleansing Activities – Client	Complete data cleansing activities	C	C		A	R			
C 25	Reports & Dashboards	Build/Configure reports and Dashboard as determined by the report plan	R	A		C	R			
C 26	Security Configuration	The process of assigning users to security roles.		C		A	R			
C 27	System Ready for Testing	Initial system configuration completed and system ready for testing.	A	R		C	C			
C 28	Communications Document Updates	Complete any updates to the internal and external communication document and/or the strategy document.	A	R		R	R			

Key: R= Responsible – Assigned to complete the task each party to the SOW will have to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

3.6. Test

The Test phase's primary focus is on testing and training. This phase is the key to mitigating risk and gaining user confidence in the new business processes. This is accomplished through **SpryPoint**'s systematic and thorough testing and training. **SpryPoint**'s iterative testing methodology adds a layer of thoroughness at each step, building on the success of the previous steps. It is important that the **Client** spends time testing their business processes in the **SpryPoint** Solution(s) to ensure all business needs are met.

3.6.1. Test – Test Scripts

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

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

SpryPoint uses Test Rail, a test case management tool, for disturbing and managing the test scripts and the various rounds of testing that occurs during Functional, Integration, Performance and User Acceptance testing. The RAID log will be used to track open testing issues.

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

3.6.2. Test – Training Material

To assist the **Client's** additional users; brought in to support User Acceptance Testing; with understanding of the **SpryPoint** product(s), **SpryPoint** will provide end-to-end system training in line with the Training Plan. As part of the training, **SpryPoint** will provide the **Client** with copies of the training presentations and student workbooks. During the training activities and assessments will be completed to help reinforce key concepts. Training material used during tester training will be localized to use **Client** Data for hands-on exercises and will only contain details about system functionality that is being used as part of the go forward business processes. This will be completed ahead of User Acceptance Testing.

3.6.3. Test – Enhancement Testing

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

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

SpryPoint is responsible for creating these test scripts and executing this testing. SpryPoint is not required to share these test scripts with the client, however, upon request will share testing results report.

3.6.4. Test – Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client's** business requirements. Functional Testing utilizes scenarios based on industry best practices. To facilitate functional testing, **SpryPoint** and the **Client** will test scenarios, broken into two categories:

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

3.6.5. Test – Integration Testing

Integrated Testing will focus on these five main areas:

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

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

3.6.6. Bill Validation Testing

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

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes 2 iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be run again up to 1 more time to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the Client to show the results. While SpryPoint is responsible to complete this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

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

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

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

3.6.7. Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, reports, modifications, interfaces, business processes and user security are completed and ready for Go-Live.

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

During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns. Based on **Client** decisions, the availability of the **SpryPoint** team could range from onsite support to remote periodic daily check ins. This is to be determined and documented as part of the Test Plan. **SpryPoint** will test all processes related to the read-only follower database during User Acceptance Testing.

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

3.6.8. Test – Client Driven Solution

To validate and ensure Client Go Live Readiness, the Client will be required to assemble a group of users to demonstrate, to SpryPoint, their use and knowledge of the end-to-end solution and future state business processes. Note: A Client will not be deemed ready for go live without completing an acceptable Client Driven Walkthrough.

3.6.9. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 1	Tester Training	Training provided to any non-core team users that will be involved in testing activities.	R	A						
T 2	Participate in Tester Training	Participate in tester training				A	R			
T 3	Data Refreshes	An updated data conversion iteration that is used to support testing.	R	A		C				
T 4	Provide Test Scripts	Provide out of box test scripts based on standard business processes.	A	R		C	C			
T 5	Update Test Scripts	Activities required to update out of box test scripts to match Client's future state and edge cases	C	C		A	R			
T 6	Execute Bill Validation Testing	Activities required to complete a round of bill validation testing	R	A		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 7	Bill Validation – Issue Corrections	Correction of issues found during bill validation. This could be in the form of changes to configuration, training for Client , development, etc.	R	A		R	R			
T 8	Bill Validation Testing Acceptance	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results and approves the results of the testing round	C	C		A	R			
T 9	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		R	R			
T 10	Integration Testing – Issue Resolution	Correction of issues found during integration testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		C	C			
T 11	Integration Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has review the testing results and approves the results of the testing round	C	C		A	R			
T 12	Execute Functional Testing	Activities required to complete a round of functional testing	A	R		R	R			
T 13	Functional Testing – Issue Identification	Identification of issues found during functional testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 14	Functional Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			
T 15	Functional Testing – Issue Resolution - Client	Resolve issues identified in testing.				A	R			
T 16	Functional Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results and approves the results of the testing round.	C	C		A	R			
T 17	Execute User Acceptance Testing	Final testing performed by the Client Key Users and any identified testers prior to system sign-off. Security, Modifications and Reports testing will be performed as part of UAT.	C	C		A	A	R		
T 18	User Acceptance Testing – Issue Identification	Identification of issues found during user acceptance testing. This could be in the form of changes to configuration, training for the Client , development, etc.	A	R		R	R	R		
T 19	User Acceptance Testing – Issue Resolution - SpryPoint	Resolve issues identified in testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
T 20	User Acceptance Testing – Issue Resolution - Client	Resolve issues identified in testing.	C	C		A	R			
T 21	User Acceptance Testing Signoff	A sign off provided by the Client that represents acknowledgment that the Client has completed user acceptance testing and approves the results of the testing	C	C		A	R	R		

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

3.7. Deploy

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

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

The Production Readiness phase focuses on four critical areas:

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

3.7.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

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

Note: the above list is the standard agreement, however, in some cases there may be item(s) that may not be accomplished until Go-Live. Any desired expectation(s) to this

list needs to be documented with a plan outlined and relevant details and mutually agreed upon by both parties.

3.7.2. Deploy – Go Live Cutover Plan

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

3.7.3. Go/No Go Decision

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

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

Step 1 – SpryPoint Internal Go/No Go Decision

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

Step 2 – SpryPoint/Client Go/No Go Decision

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

3.7.4. Deploy – End User Training Material

To assist the **Client's** end users with understanding of the **SpryPoint** product(s); **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for hands on exercises and will only contain details about system functionality that is being

used as part of the **Client's** go forward business processes. Note: The training material will not contain specific business process information for the Client.

3.7.5. Deploy – End User Training

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

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

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

3.7.6. Deploy – Mock Go Live

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

3.7.7. Deploy – Customer & Vendor Notifications

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

3.7.8. Deploy – Go Live

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

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

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
D 1	Go Live Plan	A document that outlines the plan for Go-Live, including any schedules and checklists for the Go-Live weekend.	A	R	I	R	R	R		I
D 2	SpryPoint Internal Go/No Decision	An internal SpryPoint meeting where the Client 's readiness for Go-Live is reviewed.	A	R	R	I				
D 3	SpryPoint/Client Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward with the Go-Live.	A	R	R	C	R	R		R
D 4	End User Training	Training for users is teaching them how to use the SpryPoint products, as identified in the training plan.	A	R		C	R		R	
D 5	Customer/Vendor Notifications	Notice of Go-Live for any customers, vendors, and other interested parties of the Go-Live planned date.	I	I		A	R		I	C
D 6	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users.				A	C		R	
D 7	Practice Lab	A space where trained end users can go to use the SpryPoint Product(s) and practice their system skills.				A	R			I

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

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

3.8. Operate

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

3.8.1. Operate – Post Go Live Support

This is the initial period after Go-Live where the **Client**'s focus is on system stabilization. The post Go-Live/stabilization period will last 120 calendar days with the goal to complete 4 full billing cycles (assuming monthly billing cycle).

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

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

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

3.8.2. Operate – Transition to Customer Success

After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, we will transition the **Client** to the Customer Success team. The transition involves a **SpryPoint** internal knowledge transfer between the Service Delivery and Customer Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Customer Success Team. Once the transition to the Customer Success team has occurred, the **SpryPoint**

implementation team will continue to be accountable for the resolution of all items on the punch list and the Customer Success Team will be accountable for any new issues.

3.8.3. Operate – System Acceptance & Project Close Out

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

This occurs when the following are met:

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

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

3.8.4. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
O 1	Refresher Training	Any identified and agreed upon refresher training completed.	A	R		R	R		R	
O 2	Transition Documentation	SpryPoint Internal Documentation used to provide the Customer Success Team information about the Client and their project.	A	R	R					
O 3	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details.	A	R	R	I				
O 4	Transition to Customer Success Meeting	A meeting was held with SpryPoint to introduce them to the Customer Success Team and how they work with them.	A	R	R	R	R			I
O 5	Finalize Punchlist	A document that lists any open items that need to be resolved as part of the scope of the product.	A	R	I	R	R			
O 6	Signoff on Punchlist	Acknowledgement, by the Client that they have reviewed the punch-list and they agree to it.	R			A	R			I
O 7	Project Close Out Document	A document that summarizes project details.	A	R		R	R			
O 8	Project Close Out Signoff	Acknowledgement, by the Client that all SOW deliverables have been completed and the project has been signed off on and closed.	I			A	R			C

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

3.9. Project Governance

3.9.1. Project Management (PM)

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

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

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

3.9.2. Program Participation

SpryPoint understand that while the Client is implementing the SpryPoint solution, they are running a project in parallel to implement Workday, with Strada. SpryPoint agrees to work with the Strada Project Manager to ensure dates align where necessary. This includes alignment on critical dates such as integrations, coordination on testing activities (where required) and go live (if applicable).

3.9.3. Project Communications & Tools

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

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

Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every second week	Zoom & Google Docs/PDF	Both PMs, Client Core Team Meetings, SpryPoint Project Team (as required)
Project Status Reports	Monthly	PDF	N/A
Updates to the project plan	Bi-Monthly	Kantata	N/A
Program Meeting	Monthly	Zoom	SpryPoint PM, Client PM, Strada PM

PM Status meeting	Every second week	Zoom	SpryPoint PM, Client PM
Risk Log	Bi-Monthly	Google Sheet/Excel	N/A
Executive Steering Committee	Monthly	Zoom	SpryPoint PM, Client PM, Strada PM, SpryPoint Executive Sponsor, Strada Executive Sponsor, Client Executive Sponsor
Issue Log	Weekly	Google Sheet/Excel	N/A

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

3.9.4. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default response period of 10 business days for any issues involving the Project. While this will be the default time, either party can proactively ask for a

longer time, if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

3.9.5. Agreed Severity Definitions

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

Severity Level	Example
1 – Urgent	<p>The Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected.</p> <p>Critical business function(s) cannot be performed, and/or a key component is unavailable or is non-functional. There is no immediate workaround.</p> <p>Urgent issues have top priority until resolved. Examples of Severity 1 Issues includes but are not limited to:</p> <ul style="list-style-type: none"> • System is unavailable (outage), • Unable to perform a key function such as calculation of bills or billing process, • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base. • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint
2 – Critical	<p>The Client's business is operational but the ability to perform business functions is severely impacted,</p> <p>A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.</p> <p>A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, financials.</p> <p>Examples of Severity 2 issues include but are not limited to:</p> <ul style="list-style-type: none"> • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly

	<ul style="list-style-type: none"> • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)
3 – Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting the Client's efficient use of the service. The business is operational with reduced efficiency.</p> <p>Examples of Severity 3 issues includes but are not limited to:</p> <ul style="list-style-type: none"> • Single account issue • Business function has a slight restriction of function of non-critical nature • A workaround is required to maintain normal operations • Non-performance impacting defect
4 – Not Urgent	<p>The service is fully functional but may contain a cosmetic flaw or misspelling. There is no operational, financial, or customer impact.</p> <p>Examples of Severity 4 issues include, but may not be limited to:</p> <ul style="list-style-type: none"> • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries

3.9.6. Milestone Acceptance Process

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

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

Note: This timeframe assumes there is a notification period of 4 business days prior to delivery of the deliverable.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective service deliverable to the **Client** Project Manager, or the **Client** designee, for consideration.
- **Assessment of Service Deliverables.** The **Client's** Project Manager will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete.
- **Acceptance / Rejection.** After reviewing, the **Client** will either; accept the service deliverable in writing or will provide a written reason for rejecting it to the **SpryPoint** Project Manager. If the Milestone is accepted, the **SpryPoint** Project Manager will invoice for the Milestone(s). If the Milestone is rejected the **SpryPoint** Project Manager will review the reason and work with the **Client's** Project Manager to determine if the rejected reason is within scope and if so, resolve any concerns. Once concerns are addressed the Milestone Acceptance Form will be updated and resubmitted for approval in the next month invoicing cycle.

3.9.7. Scope & Project Change Management

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

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

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

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

- Identify the requested Change

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

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

3.9.8. Issues and Risk Management

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

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

On a monthly basis, the Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted.

3.9.9. Conflict Resolution and Escalation Process

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

Escalation Path	SpryPoint	Client
Level 4	CEO	Steering Committee
Level 3	Vice President Service Delivery	Finance Director
Level 2	Project Manager	Project Manager
Level 1	Implementation Specialist	Core Team Members

3.9.10. Project Working Times

3.9.10.1. Project Working Schedule

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

3.9.10.2. Statutory Holidays

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

SpryPoint Observed Holidays

Holiday	2024	2025	2026
New Year's Day	January 1	January 1	January 1
Islander Day/Family Day	February 19	February 17	February 16
Good Friday	March 29	April 18	April 3
Victoria Day	May 20	May 19	May 18
Canada Day	July 1 (observed July 4)	July 1	July 1
Civic Holiday	August 5	August 4	August 3
Labor Day	September 2	September 1	September 7
National Day of Truth & Reconciliation	September 30	September 30	September 30
Thanksgiving	October 14	October 13	October 12
Remembrance Day	November 11	November 11	November 11
Christmas Day	December 25	December 25	December 25
Boxing Day	December 26	December 26	December 26

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

Client Observed Holidays

Holiday	2024	2025	2026
New Year's Day	January 1	January 1	January 1
Martin Luther King Jr	January 15	January 20	January 19
Presidents Day	February 19	February 17	February 16
Memorial Day	May 27	May 26	May 25
Independence Day	July 4	July 4	July 4
Labor Day	September 2	September 1	September 7
Thanksgiving	November 28	November 27	November 26
Veteran's Day	November 11	November 11	November 11
Christmas Day	December 25	December 25	December 25

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

3.9.11. Executive Steering Committee

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

- Work accomplishments from the previous month and planned work accomplishments for the upcoming month.

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

3.9.12. Project Management Reoccurring Deliverables

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

Communication Method	Description
Shared Project Folders	Via the used of Google Drive, SpryPoint will provide the Client with a shared project folder for document sharing and collaboration of documents during the project
Project Status Reports	A monthly report that summarizes project status, upcoming activities, risks, etc.
Updates to the project plan	<p>Updates to the baseline Project schedule are performed and published bi-monthly. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.</p> <p>Note: project plans will be maintained and updated in the SpryPoint Project Tool, called Kantata. Access can be granted to the Client to see the project plan.</p>

Risk Log	Report that lists risks, probability, impact, status, and responsible resources.
Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
Issue Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path.

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

4. Integrations & Enhancements

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

4.1. Integrations

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

SpryPoint will create an Integration Requirements Document for each integration to define the detailed requirements.

Notes:

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

***SpryPoint** will participate in discussions with Integration partners as required. **Client** to coordinate and facilitate these meetings.*

No.	Integration Name	Integration Details	SpryPoint Product Impacted
INT1	ERP - Workday	<p>SpryPoint has an existing integration with Workday that automates the flow of financial data such as general ledger and banking transactions directly into your Workday system. Exchanging data efficiently between Workday and SpryPoint saves you time and effort while reducing errors.</p> <p>The Accounting Journal Connector facilitates the exchange of accounting journal entries between SpryCIS and Workday. This connector enables all financial transactions to be synced to the correct general ledger accounts in Workday.</p> <p>The Ad Hoc Banking Transaction Connector, facilitates the exchange of banking transactions, such as payments and payment reversals, between SpryCIS and Workday. The ad hoc banking transactions are used to reconcile payments in SpryCIS against bank statements, which ensures accurate and timely reconciliation.</p>	SpryCIS

		<p>For each of these connectors, SpryCIS generates a CSV file with summarized records on a nightly schedule and uploads the files to an sFTP site. The files can then be automatically picked up by Workday and imported into their system.</p> <p>Accounts Payable Process: SpryPoint supports generating an accounts payable export file in CSV format. This file contains accounts payable information for each refund voucher, such as account, customer, mailing address, ACH banking details, and refund amount. The file is generated manually from SpryCIS by selecting a date range of which vouchers to include. The typical process with existing Workday customers is to upload this file into Workday manually. Automation of this activity is currently not supported. It would require additional effort to validate whether Workday has a file-based connector or API available that can support automated upload of AP refunds. This is currently out of scope.</p>	
INT2	Payment Processing	<p>It is SpryPoint's understanding that the City will be selecting a SpryPoint preferred Payment Processing Partner which includes either Invoice Cloud, Paymentus or SpryWallet. SpryPoint has an existing integration with these providers and there is no cost required for this integration. If the City decides to select a Payment Processor who SpryPoint has not integrated with in the past, please note that the integration effort will need to be scoped at that time, however, in most cases integration to a new Payment Processing partner requires at least 200 hours of development effort.</p>	SpryCIS, SpryEngage
INT3	Infosend – Bill Print	<p>SpryPoint will create bill template and then create the PDFs which will be uploaded to an FTP for the Bill Print provider to access and print. SpryPoint will integrate with InfoSend to:</p> <ul style="list-style-type: none"> • Send PDF files to InfoSend. Optionally, this can be accompanied by a CSV file containing metadata about the bills in the PDF, such as account number, mailing address, number of pages per statement, etc. 	SpryCIS



		<ul style="list-style-type: none">● SpryPoint will create and manage the Bill Template as part of the implementation. SpryPoint will create a PDF file upon bill generation which will be uploaded to an FTP for InfoSend to access and print. All PDF copies of bills are stored and available within the SpryPoint platform and do not need to be stored elsewhere.	
INT4	ESRI (GIS)	<p>SpryCIS and SpryMobile have standard Web Map Services (WMS) integration capabilities which support integration with ESRI ArcGIS WMS layers. This allows administrators to point SpryCIS/SpryMobile to existing WMS services and configure the display of WMS layers on maps within the SpryPoint applications. This capability is dependent on the client having access to WMS services.</p> <p>SpryCIS also supports user definition of GeoJSON data layers from SpryCIS for display in GIS. These GeoJSON layers may be defined during implementation or afterward using a configurable interface.</p> <p>Examples of GIS data layers which may be configured using this feature include:</p> <ul style="list-style-type: none">● Meter information● Streets and other selected layers● Premise and parcel information.● Service locations (includes pseudo addresses for such items as irrigation meters)● Meter location coordinates● Ownership layer <p>GIS administrators can access and export data from SpryCIS using built-in report tools such as Metabase.</p>	SpryCIS, SpryMobile

INT5	Badger BEACON (Metering)	<p>SpryPoint maintains a robust integration with Badger BEACON across our product suite. Integrations are designed to automate routine integration processes, eliminate manual handling of meter reading information, maximize the business value of interval reading information to support customer service and operations, and streamline implementation and testing processes.</p> <p>Key features of these integrations include:</p> <p>The SpryCIS data model supports vendor-specific data models and configurations to support Badger metering infrastructure, including Badger-specific meter configurations, endpoint configurations, and encoder configurations. This ensures that Badger meters are created, maintained, and operated according to known standards and best practices, and supports deep integration between Badger BEACON and the SpryPoint product suite.</p> <p>A fully automated scheduled master file exchange serves to regularly update BEACON® with the latest information on customers, accounts, and meter installations from SpryCIS. This ensures that both systems consistently operate with the most current and synchronized data.</p> <p>SpryCIS can directly retrieve billing meter readings via the BEACON® API. This seamless integration allows for accurate and timely billing, while reducing operator effort by eliminating manual data exchange processes.</p> <p>SpryCIS and SpryEngage can display interval meter reading data sourced from BEACON, along with overlays of weather information. This allows a direct analysis of customer usage patterns, continuous usage, and correlations with weather conditions.</p> <p>SpryMobile supports BEACON-specific AMI meter installations, upgrades, and maintenance. Field worker meter maintenance forms are tailor-built to support common Badger meter operations. This ensures that data is entered correctly at the source and is easily validated in meter quality assurance processes,</p>	SpryCIS, SpryEngage, SpryIDM
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		while automating the back-office meter replacement and maintenance data updates. SpryCIS also supports batch integration with Ensign+ and other mass-meter work order systems to automate the update of back-office information for meter installations and upgrades.	
INT6	Okta (SSO)	<p>SpryPoint will integrate all SpryPoint products with the City's single sign-on provider Okta. SpryPoint supports single sign on and identity management via integrations designed to support industry standards:</p> <ul style="list-style-type: none"> • Security Assertion Markup Language (SAML) is an open-standard authentication protocol that SpryPoint uses for single sign-on from an identity provider. SAML identity providers include Okta. • System for Cross-Domain Identity Management (SCIM) is an open standard that SpryPoint uses to allow for the provisioning and management of application user identities from a centralized identity management system. SCIM clients include Okta. <p>SpryPoint also supports Federated Identity through Azure Active Directory.</p>	SpryCIS, SpryEngage, SpryMobile
INT7	BSI (Backflow, Fire Service Inspections & Tracking)	<p>We support backflow systems through a preformatted export of data sets scheduled to export from our job scheduler. We would need more information to confirm the export requirement to support your system.</p> <p>Alternatively, SpryPoint offers SpryBackflow as an option should the City wish to explore it as a solution, which would eliminate the need to integrate to BSI.</p>	SpryCIS

4.2. Enhancements

SpryPoint will create an Enhancement Requirements Document, for each enhancement, to define the detailed requirements of any requested enhancements. Below are the requirements for the **Client** to communicate when requesting an enhancement.

No.	Requirement Description	Enhancement Details
EN1	Allow for mass changes for selected master file fields and location services.	SpryPoint supports mass meter replacement programs with our meter installation import process. By importing a file with the appropriate information, this automatically uninstalls old meters, records out and in readings, installs new meters, and updates geo coordinates. If Petaluma can use our existing file format, no development is required. If not, SpryPoint will work with Badger and Petaluma to add support for a new file format.
EN2	Display additional details on thermal and PDF receipt	<p>Small modifications to include more information on printed receipts, whether thermal and/or PDF. This may include:</p> <ul style="list-style-type: none">• Cashier user's department (cashier's name can already be included on receipts)• Description of each item/document being paid• Check number <p>Final details to be agreed upon by SpryPoint and the client as part of discovery and testing.</p>

5. Travel

Reimbursable expenses include out-of-pocket expenses for travel, communications, and other expenses incurred in direct support of the project and are not reflected in the milestone schedules or services fees provided. In the event **SpryPoint** staff are required to travel onsite, the **Client** agrees to reimburse **SpryPoint** for its travel expenses per the following:

- Meals are covered as a per diem of \$75 per day (no receipts provided)
- All other travel expenses, including but not limited to, airfare, hotel, parking, car rental, taxi, mileage, gas, and tolls will be reimbursed at the actual amount without markup. Receipts will be provided for these types of expenses.
- SpryPoint agrees no travel shall be booked without the written approval of the **Client**. In the event approved travel is booked and the **Client** cancels, the **Client** agrees to reimburse any incurred expenses.

6. Project Assumptions

The following project assumptions apply to this project:

6.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact on the Project.
2. All prices are quoted in US Dollars and do not include any applicable taxes.
3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
4. The **Client** and **SpryPoint** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
5. All changes to the SOW shall be managed in accordance with the Agreed upon Change process.
6. The **Client** will make resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts.
7. **SpryPoint** will provide the specified number of staff, as described in the detail project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.

8. If on-site activity is required, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. Whenever possible, the Project Team may consider alternative meeting options such as Zoom and Conference Calls.
11. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
12. **SpryPoint** will assume responsibility for the successful completion of this SOW.
13. **SpryPoint** will assume overall responsibility for conducting all project related administration activities including the development and administration of a work plan that clearly indicates all the **Client** tasks and responsibilities.
14. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
15. The **Client** is willing to consider implementing **SpryPoint's** "Best Practices" to minimize the need for software customizations within reason.

6.2. System Testing Assumptions:

1. **SpryPoint** and the **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.
2. The **Client** will review, participate in, and complete testing activities under the direction of **SpryPoint** as outlined in the sections above in this document.
3. **SpryPoint** will provide resources for product fixes resulting from errors identified during the system testing process.
4. **SpryPoint** will deliver the completed **SpryPoint** Service to the **Client** for review and acceptance.
5. The **Client** will be responsible for signing off on testing results.

6.3. Training Assumptions:

1. The **Client** is responsible for prerequisite education and training such as basic PC skills and fundamental business process knowledge.
2. **SpryPoint** will provide standard training materials in an editable format. The **Client** may use these training materials for any subsequent training classes.

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

6.4. Production Readiness and Cutover Assumptions:

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

7. Project Staffing

7.1. Staffing Matrix

Staffing Matrix

<div>SpryPoint</div>	Analysis		Configure						Test & Train				Deploy	Operate			
			Configure, Test & Train														
	Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Role																	
Project Manager	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Lead CIS Solution Architect	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1
CIS Implementation Specialist	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.5	1	
SpryEngage Implementation Specialist		1		1		1		1				1	0.5	0.5	0.5		
SpryMobile Implementation Specialist	1		1		1			1	1			0.5	1	0.5	0.5		
Data Conversion & Reporting Specialist	1		1	1	1	1		1		1		1		1	0.5		
Development & Technical Support	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	
Total Weeks Per Month Allocated	6.00	5.00	6.00	6.00	6.00	6.00	4.00	7.00	5.00	5.00	4.00	6.50	5.50	6.00	5.00	2.75	
FTE Count based on 160 hours per month	1.50	1.25	1.50	1.50	1.50	1.50	1.00	1.75	1.25	1.25	1.00	1.63	1.38	1.50	1.25	0.69	
<div><div>PETALUMA</div><div>SONOMA COUNTY</div><div>CALIFORNIA, USA</div></div>	Analysis		Configure						Test & Train				Deploy	Operate			
			Configure, Test & Train														
	Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Role																	
Project Manager	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
CIS - Functional Lead	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
CIS - Subject Matter Expert	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
CIS - Business Analyst	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Technical Lead	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
CSRs	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Total Weeks Per Month Allocated	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75	8.75
FTE Count based on 160 hours per month	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2	2.2

7.2. SpryPoint Staffing Profiles

Role Name	Phase	Responsibilities
Executive Sponsor		
Executive Sponsor	All phases of project	<ul style="list-style-type: none"> • Provide strategic leadership and oversight • Demonstrate executive support and sponsorship through active and visible participation • Resolve strategic, tactical and political issues that develop over the course of the project • Empower team members to make decision and/or act as an escalation point • Support the message of change throughout the project team and organization
Project Manager		
Project Manager	All phases of project	<ul style="list-style-type: none"> • Maintains overall day-to-day responsibility and project schedule for SpryPoint scope of work and deliverables • Identify any scope changes, manage Change Order process if required • Manage project budget, including oversight of milestone schedule and invoicing • Schedule, participate in, and lead sessions as required • Work with Client PM & Strada PM to coordinate activities and schedules • Maintain project documents such as status reports, Exec Sponsor meetings, etc. • Act as an escalation point if required • Manage SpryPoint resources • Assist in collecting background documentation • Coordination of SpryPoint logistics for meetings • Identify any areas of concern or risk throughout the duration of the implementation
Solution Architect		
Solution Architect	All phases of project	<ul style="list-style-type: none"> • Provide ongoing review and quality assurance of all aspects of the implementation • Heavily involved in all phases of the implementation from Analysis, Configuration, Test, Train, Operate, and Post Go-Live Support/Transition to Customer Success

		<ul style="list-style-type: none"> Develop and communicate the new processes and procedures that are required to effectively leverage the new system The Solution Architect will also develop internal and external project communications plans
Data Conversion Specialist		
Data Conversion Specialist	All phases of project	<ul style="list-style-type: none"> The Data Conversion Specialist works with client technical team to manage all Data Migration activities and deliverables, including participating in discovery sessions and delivery of project artifacts such as the Data Migration Strategy Throughout each phase of the Data Migration scope, the consultant will manage all rounds of Data Acceptance Testing, Functional Testing, Bill Validation Testing, and will help guide and provide support as needed during User Acceptance Testing The Data Migration Specialist is responsible for evaluation and stage gating of each data iteration/phase. Detailed activities are broken out by Iteration/Phase as follows: <ul style="list-style-type: none"> DC0 - Pre-Requisites: Conduct migration prerequisite activities such as assisting in configuration of prod environment, collaboration with Client on data mapping, pre-conversion data analysis, and pre-validation of extracted data DC1 - Base Data: Lead the initial conversion of base data, ensuring successful conversion of base tables with multiple rounds of data validation. DC2 – Transactional Data: Lead the initial conversion of transactional data, ensuring successful conversion of transactional tables and correct AR/Deposit balancing DC3 – UAT/Mock Go-Live: Lead the full conversion of legacy data, support User Acceptance Testing, ensures a true Mock Go-Live occurs (with no changes to data) DC4 – Go Live: Leads Data Migration Go Live activities Data Archive: Configuration of the historical data archive, to meet client requirements for access to legacy data through SpryCIS
Implementation Specialist(s)		
Implementation Specialist – SpryCIS, SpryEngage,	All phases of project	<ul style="list-style-type: none"> The Implementation Specialist(s) will execute on the Solution Architecture Plan, to ensure systems meet the client needs The consultant(s) will have ownership and input to specific tasks throughout the Implementation, including documentation of the processes, procedures, and deliverables produced as a result of the business consulting

SpryMobile, SpryIDm		<ul style="list-style-type: none"> • Partner with SpryPoint Training Specialist - Assist in the delivery of training and preparation of training materials • Implementation Specialists will leverage their deep understanding of specific SpryPoint products, as well as expertise on business functions including <ul style="list-style-type: none"> ○ Revenue Management ○ Customer Care ○ Metering ○ Billing ○ Field Service • Ensure all Reporting needs are met. Reporting activities include: <ul style="list-style-type: none"> ○ Reviewing existing reports and identifying gaps or redundant reports ○ Review reporting functionalities of the system with the Client team ○ Creating custom reports as defined in the Report Plan (output of the Analysis Phase) ○ Create Executive Dashboards by Department as defined in the Analysis Phase
Training Specialist		
Training Specialist	All phases of project	<ul style="list-style-type: none"> • The Training Specialist owns the overall Training Strategy and Approach. They will work with both the Client and other SpryPoint resources to establish and document the overall Training Plan for the implementation • Ensures System is ready for Client business process training • Works with client on Test Script Development • Delivery of training and training materials to support the following: <ul style="list-style-type: none"> ○ Foundations Training ○ Core Team Training ○ Tester Training ○ SpryPoint Product Specific Training ○ End User Training

7.3. Client Staffing Profiles

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

		<ul style="list-style-type: none"> • Provide leadership, decisions and oversight for area of responsibility • Ensure all business processes have been identified and discussed • Participate in analysis sessions • Identify and make recommendations on business areas where they are opportunities to improve or solve pain points • Review and provide feedback on documentation • Plan and execute on assigned tasks from the Project Manager
	Configure	<ul style="list-style-type: none"> • Participate in configuration review sessions • Provide input and feedback on configuration • Participate in Business Process review and ensure no gaps • Answer questions and/or complete homework activities required to complete configuration • Identify and make recommendations on business areas where there are opportunities to improve, identify pain points
	Test	<ul style="list-style-type: none"> • Participate in reviewing, updating or test scripts. • Participate in testing sessions • Participate in the reviewing/documenting of training material • Participate in development/delivery of system training as prescribed by the Training Plan and as directed by the Project Manager • Plan and execute on assigned tasks from the Project Manager
	Deploy	<ul style="list-style-type: none"> • Support mock go live activities • Support cutover activities • Plan and execute on assigned tasks from the Project Manager • Support end users as the organization prepares to make the system and process changes
	Operate	<ul style="list-style-type: none"> • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager
Subject Matter Expert		
CIS/Mobile/Engage SME	Analysis	<ul style="list-style-type: none"> • Participate in analysis sessions

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

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

	Deploy	<ul style="list-style-type: none"> • Support mock go live activities • Act as a liaison with third party systems • Support cutover activities • Track and coordinate IT's project assignments as assigned by Project Manager • Support end users as the organization prepares to make the system and process changes
	Operate	<ul style="list-style-type: none"> • Help answer end user questions and provide support to end users • Plan and execute on assigned tasks from the Project Manager
Technical Data Conversion Expert	Analysis	<ul style="list-style-type: none"> • Provide leadership, decisions, and oversight for area of responsibility. • Provide oversight on timelines for any internal and third party integrations • Participate in documenting of data conversion strategy • Validate availability to export required data in required formats • Ensure all business processes have been identified and discussed • Ensure test systems for third party systems are available • Participate in configuration review sessions • Provide input and feedback on configuration
	Configure	<ul style="list-style-type: none"> • Provide leadership, decisions, and oversight for area of responsibility. • Participate with data mapping • Build data extraction routines • Provide extracted data per the project schedule • Provide support for data cleansing activities as required/identified • Identify recommendations on business areas on opportunities to improve • Work on integrations (if applicable, i.e Client is completing own coding) • Participate in configuration review sessions
	Test	<ul style="list-style-type: none"> • Participate in data review sessions • Provide fixes for data extraction routines • Participate in testing sessions
	Deploy	<ul style="list-style-type: none"> • Participate in mock go live and cutover activities

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

8. Appendices

8.1. Definitions

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

Definition/Term Name	Definition/Term Description
Acceptance Testing	Acceptance testing is the Client's validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
Acceptance	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the Client
Agreement Date	The date on which both the Client and SpryPoint have both executed the Master Agreement.
Business Day	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the Client's business calendar.

Business-critical Report	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the Client .
Business Process Design	Business Process Design outlines how the system functionality will meet the requirements of the Client 's future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
Business Process	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
Bi-Monthly	The activity will happen every other week.
Bi-Weekly	This activity will happen twice a week.
Calendar Day/Days	A 24-hour period—typically starting at midnight.
Change	A request by the Client to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.

Change Order Process	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
Configuration	Process of performing table updates and algorithm changes to the System to have the System perform the Client's specific user requirements. Configuration does not require programmatic software changes.
Cut Over	Includes all activities required to prepare the Systems for the transition of the new SpryPoint CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities SpryPoint and the Client deem necessary.
Data Acceptance Testing (DAT)	Testing performed by the Client Subject Matter Experts after each data conversion iteration. During DAT, the Client not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
Data Mapping	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
Data Model	Conceptual description of data objects, their attributes, and the relationships between them.

Delivery	Defined as information, documentation or an approved object provided to the Client for review, feedback and/or acceptance.
Functional Test	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.
Interface	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
Integration Test	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the Client's business.
Legacy CIS	References the Client's old Customer Information System, that is being replaced.
Bill Validation Testing	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the Client revenue at the time of Go-Live.
Organizational Change Management (OCM)	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.

Metabase	The out-of-the-box tool provided to build and deliver reports and dashboards.
Performance Testing	This testing will exercise the System to ensure the Client will achieve the stated performance goals.
Price	The total cost for implementation & expenses to deliver the SpryPoint Solutions as noted in this SOW and other Exhibits to the Agreement.
Project	The completion conversion of the Client's Legacy CIS over to the SpryPoint System solutions as agreed upon as part of the SOW and Price.
Quality Assurance	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced on the project have included the appropriate content and meet expectations.
Script Testing	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
SpryPoint Service- a.k.a System	The SpryPoint Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.

Templates	Templates refer to the standard format of various project documents that SpryPoint will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
Test Matrix	A worksheet that identifies accounting periods, account numbers, financial transactions and other expected results for testing purposes.
Test Plan	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
Test Scripts	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
User Acceptance Test	Final testing led by the Client , where SpryPoint is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.



8.2. Milestone Schedule

Milestone Schedule				
<u>Milestone</u>	<u>Phase</u>	<u>Milestone Name</u>	<u>Milestone Description</u>	<u>Amount</u>
1	Project Management	PM Month 1	PM activities per the SOW	\$3,500.00
2	Project Management	PM Month 2	PM activities per the SOW	\$3,500.00
3	Project Management	PM Month 3	PM activities per the SOW	\$3,500.00
4	Project Management	PM Month 4	PM activities per the SOW	\$3,500.00
5	Project Management	PM Month 5	PM activities per the SOW	\$3,500.00
6	Project Management	PM Month 6	PM activities per the SOW	\$3,500.00
7	Project Management	PM Month 7	PM activities per the SOW	\$3,500.00
8	Project Management	PM Month 8	PM activities per the SOW	\$3,500.00
9	Project Management	PM Month 9	PM activities per the SOW	\$3,500.00
10	Project Management	PM Month 10	PM activities per the SOW	\$3,500.00
11	Project Management	PM Month 11	PM activities per the SOW	\$3,500.00
12	Project Management	PM Month 12	PM activities per the SOW	\$3,500.00
13	Project Management	PM Month 13	PM activities per the SOW	\$3,500.00
14	Project Management	PM Month 14	PM activities per the SOW	\$3,500.00
15	Project Management	PM Month 15	PM activities per the SOW	\$3,500.00
16	Project Management	PM Month 16	PM activities per the SOW	\$3,500.00

17	Analysis	Project Kickoff	Complete the following Deliverables: - Mobile Project Team - Conduct Project Kickoff - Prepare project infrastructure - Detailed Analysis Workshop schedule complete	\$2,400.00
18	Analysis	Environment Deployment	Complete the following deliverables: - Staging and Prod environments setup with one client user setup	\$2,400.00
19	Analysis	System Overview	Complete the following deliverables: - System Overview Training	\$2,400.00
20	Analysis	Analysis Workshops 1	Complete the following deliverables: - Customer Care Analysis Workshops - Premises Analysis Workshops	\$2,400.00
21	Analysis	Analysis Workshops 2	Complete the following deliverables: - Billing Analysis Workshops - Payments Analysis Workshops - Collections Analysis Workshops	\$2,000.00
22	Analysis	Analysis Workshops 3	Complete the following deliverables: - Bill Template Analysis Workshop - Finance & Admin Analysis Workshop	\$2,000.00
23	Analysis	Analysis Workshops 4	Complete the following deliverables: - SpryMobile Analysis Workshop	\$4,800.00



24	Analysis	Analysis Workshops 5	Complete the following deliverables: - SpryEngage/IDM Workshop	\$4,800.00
25	Analysis	Analysis Report Delivery	Complete the following deliverables: - Deliver Analysis Report to client for review	\$2,800.00
26	Analysis	Analysis Report Signoff	Complete the following deliverables: - Analysis Report Updates - Analysis Report Review & Approval	\$2,000.00
27	Analysis	Analysis Workshop - Integrations & Reporting	Complete the following deliverables: - Analysis workshop for Integrations & Reporting	\$1,600.00
28	Analysis	Report Plan	Complete the following deliverables: - Deliver Report Plan	\$2,000.00
29	Analysis	Dashboard Plan	Complete the following deliverables: - Deliver Dashboard Plan	\$2,000.00
30	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan	\$1,000.00
31	Analysis	Data Conversion Strategy	Complete the following deliverables: - Data Conversion Strategy	\$3,000.00



32	Configuration	Configuration 1	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Enable Services 2. Aging 3. GL Account Structure 4. GL Accounts 5. Billing Cycles 6. Penalty Type - Configuration in staging environment	\$5,000.00
33	Configuration	Configuration 2	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Receivable Types 2. Revenue Months 3. Billing Periods 4. Default GI Accounts 5. Services Types - Configuration in staging environment	\$3,000.00
34	Configuration	Configuration 3	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Rate Schedule 2. Meter Size Rate Detail 3. Tax schedules - Configuration in staging environment	\$3,000.00



35	Configuration	Configuration 4	Complete the following deliverables: Workbook updates for the following workbook tabs: 1. Account Statues 2. Customer Statues 3. Premise Statues 4. Account Types 5. Premise Types 6. Equipment Location Types 7. Routes 8. Water Meter Configurations 10. Charge Types 11. Deposit Types 12. Credit Memo Type 13. Global Config 14. Measurement Types - Configuration in staging environment	\$5,000.00
36	Configuration	Configuration 5	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Collections Media 2. Collections Routine 3. New Item Categories 4.City Setup 5. Equipment Categories 6. Equipment Type 7. Tender Type 8. Payment Sources - Configuration in staging environment	\$4,000.00



37	Configuration	Configuration 6	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Auto number configuration 2. Business Hours 3. Dashboard Configuration 4. Denomination Configuration 5. Holiday Calendar 6. Billing Validation Rules 7. Budget Billing Types 8. Billing Agreement Add-ons (if applicable) 9. Summer Sewer Configuration - Configuration in staging environment	\$4,000.00
38	Configuration	Configuration 7	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Payment File Format 2. Pre-authorized Payment 3. Alternate ID Types 4. Relationship Types 5. Deposit Interest Schedules 6. Districts 7. Exemption Reasons 8. Move In Request Types 9. Move Out Request Types - Configuration in staging environment	\$4,000.00



39	Configuration	Configuration 8	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Dispute Types 2. Dispute Resolution Types 3. Write Off Types 4. Bankruptcy Types 5. Service Order Actions 6. Service Order Types 7. Communication Message 8. Auto Reply Rules 9. Statement Message 10. Estimation Algorithms 11. Meter Reading Code Mappings - Configuration in staging environment	\$4,000.00
40	Configuration	Configuration 9	Complete the following deliverables: - SpryMobile Initial Configuration completed and SpryMobile ready for client testing	\$11,200.00
41	Configuration	Configuration 10	Complete the following deliverables: - SpryEngage Initial Configuration & ready for client testing	\$9,000.00
42	Configuration	Configuration 12	Complete the following deliverables: - SpryIDM Initial Configuration & ready for client testing	\$2,200.00



43	Configuration	Data Iteration 1.0	Complete the following deliverables as required for Data Iteration 1.0: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$4,000.00
44	Configuration	Data Iteration 1.0 Acceptance Testing	Complete the following deliverables as required for Data Iteration 1.0: - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$3,000.00
45	Configuration	Data Iteration 1.1	Complete the following deliverables as required for Data Iteration 1.1: - Resolve issues from previous conversion - Complete data cleansing activities Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$3,000.00
46	Configuration	Data Iteration 1.1 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 1.1 - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00

47	Configuration	Data Iteration 2.0	Complete the following deliverables as required for Data Iteration 2.0: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00
48	Configuration	Data Iteration 2.0 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 2.0: - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00
49	Configuration	Data Iteration 2.1	Complete the following deliverables as required for Data Iteration 2.1: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00
50	Configuration	Data Iteration 2.1 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 2.1 - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00

51	Configuration	Data Iteration 2.2	Complete the following deliverables as required for Data Iteration 2.2: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00
52	Configuration	Data Iteration 2.2 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 2.2: - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00
53	Configuration	Data Iteration 3.0	Complete the following deliverables as required for Data Iteration 3.0: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00
54	Configuration	Data Iteration 3.0 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 3.0: - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00

55	Configuration	Data Iteration 3.1	Complete the following deliverables as required for Data Iteration 3.1: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$3,000.00
56	Configuration	Data Iteration 3.1 - Data Acceptance Testing	Complete the following deliverables as required for Data Iteration 3.1: - Data Acceptance checklist -Data Acceptance Testing -Support Data Acceptance Testing	\$2,000.00
57	Configuration	Integration - ERP (Newly selected)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$16,000.00
58	Configuration	Integration - Paymentus/IC/SpryWallet (Payment Processing)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$8,000.00
59	Configuration	Integration - Infosend (Bill Print)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$6,400.00
60	Configuration	Integration - ESRI (GIS)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$1,600.00

61	Configuration	Integration - Beacon (Metering)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$4,800.00
62	Configuration	Integration - Okta (SSO)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$2,400.00
63	Configuration	Integration - BSI (Backflow, Fire Service Inspections & Tracking)	Complete the following deliverables: - Integration in staging environment and ready for testing	\$4,200.00
64	Configuration	Development - Thermal Receipt Details	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$4,000.00
65	Configuration	Development - Mass Changes	Complete the following deliverables: - Enhancement in staging environment ready for client review & testing	\$8,000.00
66	Configuration	Reporting	Complete the following deliverables: - Updates and custom reports per the report plan in staging environment for client review	\$2,800.00
67	Configuration	Dashboards	Complete the following deliverables: - Updates and dashboard configuration per the dashboard plan in staging environment for client review	\$2,800.00



68	Test	Core Team Training	Complete the following deliverables: - Completed training for Core team Members	\$2,800.00
69	Test	Functional Test Cases	Complete the following deliverables : - Deliver to client out of the box Functional Test Cases	\$3,000.00
70	Test	Integration Test Cases	Complete the following deliverables : - Deliver to client out of the box Integration Test Cases	\$3,000.00
71	Test	User Acceptance Test Cases	Complete the following deliverables : - Deliver to client out of the box User Acceptance Test Cases"	\$3,000.00
72	Test	Bill Validation Testing	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$8,000.00
73	Test	SpryMobileTraining	Complete the following deliverables: - SpryMobile training delivered	\$5,000.00
74	Test	SpryEngageTraining	Complete the following deliverables: - SpryEngage training delivered	\$5,000.00
75	Test	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing	\$1,800.00
76	Test	Functional Testing	Complete the following deliverables: - Execute Functional Testing	\$8,000.00



			- Functional Testing Signoff	
77	Test	Integration Testing	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$8,000.00
78	Test	User Acceptance Testing	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$5,000.00
79	Deploy	End User Training 1	Complete the following deliverables: - CSRs and Billing end users trained	\$2,400.00
80	Deploy	End User Training 2	Complete the following deliverables: - Field Service end users trained	\$2,400.00
81	Deploy	End User Training 3	Complete the following deliverables: - All other end users trained	\$2,000.00
82	Deploy	Post User Acceptance Training	Complete the following deliverables: - Post UAT Training completed	\$4,800.00
83	Deploy	Mock Go-Live 1	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled	\$2,400.00
84	Deploy	Mock Go-Live 2	Complete the following deliverables: - Mock Go-Live Successfully Executed"	\$2,400.00



85	Deploy	Go-Live	Complete the following deliverables: <ul style="list-style-type: none">- Go Live Plan Developed- Go/No Go Decision- Go Live Activities Completed - SpryPoint- Go Live Signoff- Issue Log Updated	\$17,200.00
86	Operate	Post Go-Live Support Month 1	Complete the following deliverables: <ul style="list-style-type: none">- Client Executing business in Production- Completed month end- Updated and prioritized punch list	\$13,200.00
87	Operate	Post Go-Live Support Month 2	Complete the following deliverables: <ul style="list-style-type: none">- Client Executing business in Production- Completed month end- Updated and prioritized punch list	\$8,000.00
88	Operate	Project Close Out	Complete the following deliverables: <ul style="list-style-type: none">- All contractual items delivered- All P1 and P2 items completed- Plan for any remaining punch list items- All documents signed off	\$4,000.00
89	Test	Enhancement Testing	Complete the following deliverables : <ul style="list-style-type: none">- Complete Enhancement Testing	\$4,400.00
Total				\$361,800



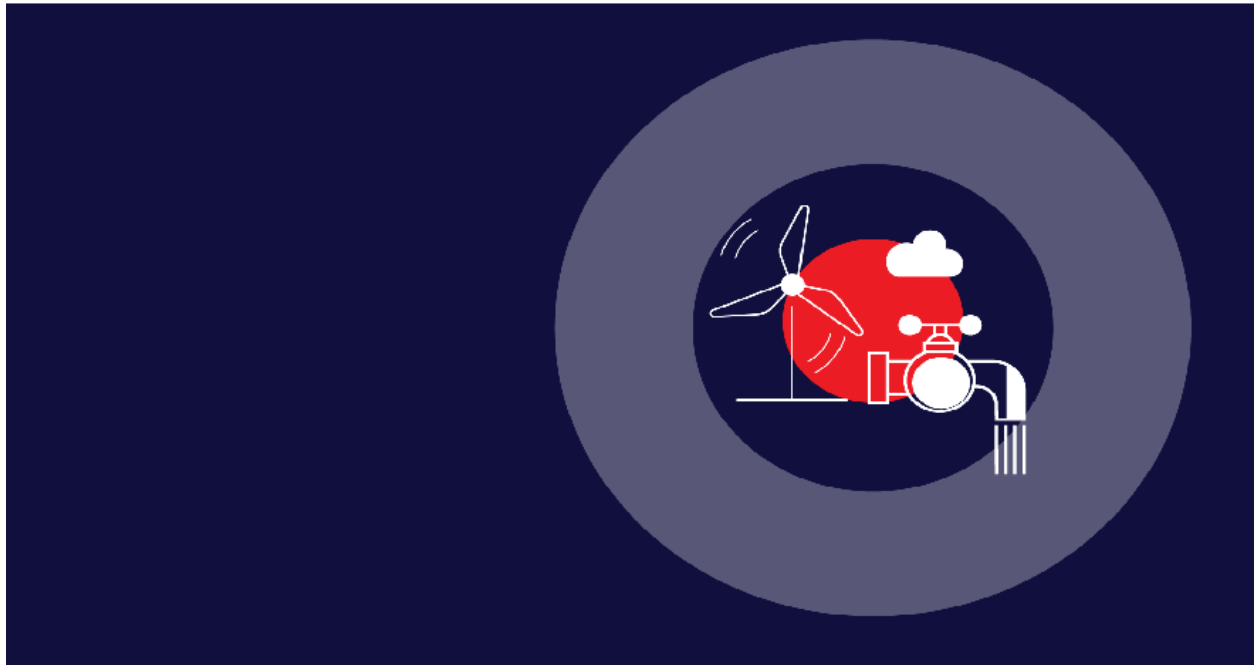
8.3. Document Samples

The following sections show a sample of some of the document templates that will be used through the implementation.

*Note: Templates are subject to change. If this occurs the **Client** will be notified and, if required, adjustments will be made to ensure all required information is captured in the new or revised template.*



8.3.1. Project Status Report - Sample



Monthly Project Status Report

<Customer Name>

Author <Author>

Date <YYYY-MM-DD>

Report Period <MM-DD - MM-DD>



Executive Summary

- <Scope - optional>
- <General Summary Items>

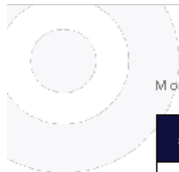
Project Status Summary

Overall Project			
Green			
Project Indicators	Current Period	Last Period	Reason for Devlation and Corrective Action
Scope	Green	Green	
Schedule	Green	Green	
Resources	Green	Green	
Risks	Green	Green	
Issues	Green	Green	
Budget	Green	Green	

Critical Issues Register

#	Description	Date Raised	Owner	Next Action
1		YYYY-MM-DD		
2		YYYY-MM-DD		
3		YYYY-MM-DD		
4		YYYY-MM-DD		
5		YYYY-MM-DD		

Critical Risk Register



#	Description	Date Raised	Owner	Mitigation Plan
1		YYYY-MM-DD		
2		YYYY-MM-DD		
3		YYYY-MM-DD		
4		YYYY-MM-DD		
5		YYYY-MM-DD		

Critical Decisions Log

#	Description	Date Raised	Owner
1		YYYY-MM-DD	
2		YYYY-MM-DD	
3		YYYY-MM-DD	
4		YYYY-MM-DD	
5		YYYY-MM-DD	

Contract Milestone Status - Current Month

ID	Milestone	Description of Deliverable	Amount Due (USD)	Status
	<Content>	<Content>	\$XX,000.00	<Content>
		Total:	\$XX,000.00	



Contract Milestone Status - Upcoming Month

ID	Milestone	Description of Dellverable	Amount Due (USD)	Status
	<Content>	<content>	\$XX,000.00	Completed /
		Total:	\$XX,000.00	

Invoicing Summary

Invoiced to Date (USD)	Total Budget (USD)	Remaining Budget (USD)
<\$00,000.00>	<\$00,000.00>	<\$00,000.00>

Current Project Schedule

<Insert Wrike Gantt Chart or Table Image>

Status Definitions

	Green	Amber	Red
Overall <input type="checkbox"/>	The project is in good health and is proceeding according to the project plan.	The project has non-critical issues that need to be addressed to ensure the project is completed successfully.	The project has critical issues that will jeopardize the project success if not addressed.
Scope	The project is being executed within the contractual scope.	The project is at risk of deviation from contractual scope. Escalation to program management may be required.	The project has significantly deviated from project scope. Escalation to senior management is required.
Schedule	The project is on schedule.	The project is at risk of falling behind the contractual schedule. Escalation to program management may be required.	The project has fallen significantly behind the contractual schedule. Escalation to senior management is required.
Resources	The project has no resource issues.	The project has resource issues identified that will impact the project is not addressed. Escalation to program management may be required.	The project has major resource issues identified that will significantly impact the project if not addressed. Escalation to senior management is required.
Risks	Currently identified risk(s) are of low importance	One or more risks has been identified which, if it materializes, causes either a delay OR increases the project costs more than 10% above the approved business case. Escalation to program	Currently identified risk(s) are of high importance. Escalation to senior management is required.



	Green	Amber	Red
		management may be required.	
Issues	Currently identified issue(s) are of low importance	One or more issues has been identified which, if it materializes, causes either a delay OR increases the project costs more than 10% above the approved business case. Escalation to program management may be required.	Currently identified issues are of high importance. Escalation to senior management is required.
Budget	The project is delivering within the approved budget.	The project is at risk of deviation from the approved budget.	The project is exceeding the approved budget OR the project is forecasting to spend more than the approved budget.

8.3.2. Risk Log

Risks & Issues Log									
Risk #	Date Entered	Impact 1-5	Probability 1-5	Risk Scoring	Description of Risk and Project Impact	Mitigating Action	Owner	Current Risk Level	Reason for Risk Level Change
1	15-Jan-10	1	1	2	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.	30-Nov-10: Project implemented. Remaining spend minimal, risk no longer valid. 15-Nov-10: No changes. 31-Oct-10: PM monitoring spend & re-forecasting estimates each month. 15-Oct-10: PM tightly managing resource time.	John Doe (eg. PM / Project Team Member / Executive)	No significant effect on project deliverables anticipated	
2		4	4	8	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.				
3		2	3	6	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.				
4				0					
5				0					
6				0					
7				0					
8				0					
9				0					
10				0					
11				0					
12				0					
13				0					
14				0					
15				0					
16				0					
17				0					
18				0					
19				0					
20				0					
21				0					
22				0					
23				0					
24				0					
25				0					

Issues Log Legend

Issues Status: Open or Closed

RAG:

Red = Significant negative effect on project deliverables anticipated

Amber = Some delay or obstruction of project deliverables anticipated

Green = No significant effect on project deliverables anticipated

Risks Log Legend

Risk Status: Open or Closed

Impact: [critical = 5, severe = 4, high = 3, significant = 2, moderate = 1]

--> Impact refers to any of the following: 1) Budget, 2) Schedule, 3) Scope, 4) Benefit Timing (See further explanation below.)

Probability: [Definite = 5, probable = 4, possible = 3, unlikely = 2, remote = 1]

Risk Scoring (calculated) = Impact X Probability

Risk Status: Risk Scoring ≥ 15 = Red, Risk Scoring 10-14 = Amber, Risk Scoring ≤ 9 = Green

Impact refers to any of following 1) Budget, 2) Schedule, 3) Scope, 4) Benefit Timing. There could be an impact assigned to each of these things for a risk; for reporting purposes, use the value that is of highest impact so that there are no surprises down the line. Also try to be conservative (i.e. use higher impacts) if more than one of these areas would be impacted. For example, if Budget and Schedule are moderate impact (=2) but Benefit Timing is significant (=3), consider using an overall impact of high (=4). Full details and explanation can be included in the Issue Description or Mitigation Update.

Keep in mind that this is not a scorecard but a tool to keep all parties informed of the risks and issues that the projects is facing.





8.3.3. Change Order Form



Change Order

Customer	[CLIENT]	Change Request	ABC-#00105032021
Contact Name	Name Name	Issue Date	05.03.2021
Contact Phone/Email	email @client.com	Expiration Date	06.03.2021

[Change Title]

Description

Describe change here.

Solution

To support this [Change], the following activities will be undertaken by SpryPoint:

- Project Management (Xhrs)
- Configuration (X hrs)
- Template development (X hrs)
- Testing (X hrs)
- Training (X hrs)
- Support (x hrs)
- and Reporting (X hrs)

Total Xhrs of implementation effort.



Requested New Effort

Service Description	Hours	Unit Price	Tax	Amount (USD)
Milestone name	X	\$X00	0%	\$X,000
Milestone name	X	\$X00	0%	\$X,000
			Total (USD)	\$X,000

Original Project Budget

Service Description	Hours	Unit Price	Tax	Amount (USD)
[Original Project Name]	X6	\$X00	0%	\$X,000
			Total (USD)	\$X,000

Revised Total Project Budget

Service Description	Hours	Unit Price	Tax	Amount (USD)
Total Budget Hours	X	\$X00	0%	\$X,000
			Total (USD)	\$X,000

Terms

- Quotes are valid until Expiration Date listed above
- Payment terms are net 30 days
- Travel Expenses will be billed as incurred if required.
- Out-of-Scope:
 - [Clarify any related items that are not in scope]

Approved by:

Name, Title, Utility	Date	Kevin Clancey, Managing Partner, SpryPoint	Date
----------------------	------	--	------



Exhibit B – SaaS Pricing Schedule

1. Client Information

This Pricing Schedule is entered into by SpryPoint Services, Inc. ("SpryPoint") and Client as of the Effective Date and is subject to the terms and conditions of the Master Subscription Agreement between the Parties.

Name ("Client")	City of Petaluma
Client Billing Contact Name	Jessie Gooch
Client Billing Contact Phone Number	707-778-4305
Client Billing Contact Email	jgooch@cityofpetaluma.org
Client Billing Address	11 English Street, Petaluma, CA 94952

2. Initial Term

The initial term of the subscriptions for SpryPoint SaaS reflected herein will commence on the Effective Date and Client's subscription will renew annually on the anniversary of the Effective Date for a period of 10 years.

3. Invoicing

Subscription Fees are in United States Dollars. The Subscription Fee for the initial year will be invoiced upon contract execution. Thereafter, Client's annual Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client's subscription.

Implementation and Professional Services fees will be invoiced per the applicable SOW, change order, or as otherwise mutually agreed and are not reflected herein. All other fees will be billed subject to the Usage Metric Verification Process or the Integrated Notification Services Fees, described in the Agreement.

4. Payment Terms

Net 30 days from date of invoice.

5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Sandbox (1)	Production (1) Sandbox (1)	Active Accounts ¹	21,500	\$4.00	\$86,000.00
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions: customer facing (customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions) administrative (administrative dashboard; reporting and analytics; customer masquerading)	Production (1) Staging (1)	Production (1)	Active Accounts ¹	21,500	\$1.00	\$21,500.00
SpryIDM - Interval Data Management	SpryIDM supports access to interval data for meters, service points, and collections of meters; data ingestion processes; interval data standardization and normalization; generation and delivery of customer alerts			Active Accounts ¹	21,500	\$0.50	\$10,750.00

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during “implementation” *	Environments Included after “go-live” *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryMobile – Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Sandbox (1)	Production (1)	Full Users ²	15	\$100.00/user/month	\$18,000.00
				Light Users ³	5	\$50.00/user/month	\$3,000.00
Total Subscription Fee							\$139,250.00



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

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

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

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

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

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

SpryPoint Services, Inc.

Exhibit C – Service Level Agreement

1. Introduction and Overview

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

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

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

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

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

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved

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

The transition involves:

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

This Agreement is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Agreement.

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Tiers” – represents the complexity of the issue reported.

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

3. Scope of Service/Responsibilities

3.1. Ongoing Support and Subscription Services

3.1.1. Application Support

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

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead

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

Item	Responsibility	
	SpryPoint	Client
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure	Lead	Assist

3.1.2. Operational Support

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

Item	Responsibility	
	SpryPoint	Client
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required	Lead	N/A
Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist

Item	Responsibility	
	SpryPoint	Client
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead
Performance Management		
Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

3.1.3. Technology Infrastructure Services

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

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

3.2. Billable Services

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

Examples of billable services that require a quote:

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

3.3. Quote Process

The client may request additional services or modifications to the application at any time. All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

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

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

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested

- Estimate required effort, and any associated costs
- Submit for review and approval by the Client and SpryPoint Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

3.4. Rate Card

Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.

4. Performance Measurement

4.1. Support Level Definitions and Responsible Parties

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

4.1.1. Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	<ul style="list-style-type: none"> • Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

(Continued on next page)

4.1.2. SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	<p>In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues.</p> <p>SpryPoint's experienced team are available to:</p> <ul style="list-style-type: none"> • Assess issues • Provide solutions • Resolve issues • Create new features 	<p>Provide Tier 2 support for all SpryPoint applications which includes:</p> <ul style="list-style-type: none"> • Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting • Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support • Advice and assistance for the applications and non-programming activities in direct support of users • Advise Client personnel of estimated time to resolve an issue after root cause diagnosis • Provide status updates during issue resolution • Escalate Tier 2 support issues to Tier 3 support at our sole discretion
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	<p>Provide Tier 3 support for all SpryPoint applications which includes:</p> <ul style="list-style-type: none"> • Data fixes • Code-related troubleshooting • Bug fixes

4.2. Issue Reporting

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

To report an issue, submit a support request by:

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

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

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

Criteria	Description/Examples
Date and Time	When did the issue start
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

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

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

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

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

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

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

4.3. Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact	1 hour	4 hours	1 hour

Severity Level	Example	Response Target	Resolution Target	Update Frequency
	<p>financially or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved Examples of Severity 1 issues include:</p> <ul style="list-style-type: none"> • System is unavailable (outage) • Unable to perform a key function such as calculation of bills or billing process • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint 			
2 Critical	<p>Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues include:</p> <ul style="list-style-type: none"> • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark) 	2 hours	16 hours	4 hours

Severity Level	Example	Response Target	Resolution Target	Update Frequency
3 Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service. The business is operational but with reduced efficiency.</p> <p>Examples of Severity 3 issues include:</p> <ul style="list-style-type: none"> • Single account issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance impacting defect 	4 hours	160 hours	40 hours
4 Not Urgent	<p>The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact.</p> <p>Examples of Severity 4 issues include:</p> <ul style="list-style-type: none"> • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries 	8 hours	200 hours	Upon resolution
5	Enhancement request	16 hours	As defined in "Quote Process" section 3.3	As defined in "Quote Process" section 3.3

4.4. Triage

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

During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
2. Document the use case where the issue occurs.
3. Establish a resolution plan and provide an estimated resolution time if possible.
4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.

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

4.5. Resolution

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

4.6. Service Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 8:00 a.m. and 4:00 p.m. Eastern Standard Time.

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

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

4.7. Device and Operating System Support

- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances: hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).

- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this service level agreement.

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

4.8. Issue port-mortem process

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

Action	Objective
Summary of what happened	<ul style="list-style-type: none"> • Which services and customers were affected? • How long and severe was the issue? • Who was involved in the response? • How was the issue resolved?
Root cause analysis	<ul style="list-style-type: none"> • What were the origins of failure? • Why do we think this happened?
Steps taken to diagnose, assess, and resolve	<ul style="list-style-type: none"> • What actions were taken? • Which were effective? • Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	<ul style="list-style-type: none"> • What went well? • What did not go well? • How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.

4.9. Support Hours

SpryPoint business hours are from 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday (excluding holidays). Support is available from 8:00 a.m. - 8:00 p.m., Eastern Time, Monday through Friday (excluding holidays).

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card (Section 3.3).

4.10. Holidays

Response to requests other than Severity Level 1 may be delayed up to 24 hours during holidays observed by SpryPoint as outlined below:

Holiday	Date (on or around)
New Year's Day*	January 1
Provincial Holiday	Third Monday in February
Good Friday	Late March/Early April
Victoria Day	Third Monday in May
Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day of Truth and Reconciliation	September 30
Thanksgiving (Canadian)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

*If holiday falls on a weekend, it will be observed the following Monday.

5. Service Level Agreements

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

5.1. Exclusions, Exceptions and Limitations

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

5.2. Service Availability

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

5.3. Service Credits

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

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions
2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
7. More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client

6. Periodic Service Reviews

6.1. Periodic Review of Open Tickets and Outstanding Issues

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

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

6.2. Periodic Review of Service Level Agreement Performance

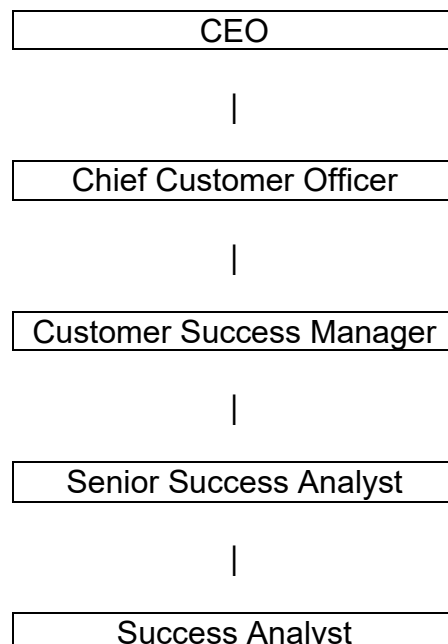
Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the Manager of Customer Success and shall include:

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

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

6.3. Escalation

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



If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to Chris Scalia, Chief Customer Officer.

Contact information for the Customer Success Management Team:

Shelley MacLeod
Customer Success Manager
Successsmacleod@sprypoint.com

Office: 902.510.1770
Mobile: 902.213.0950

Chris Scalia, CCO
Chief Customer Officer
cscaliala@sprypoint.com
Office: (877) 879-7779 ext. 897
Mobile: (617) 290-7170

7. Release Management

We provide application releases on a two-week interval.

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

Product Releases:

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

Exhibit D – Insurance Coverage

SpryPoint will maintain during the entire Term of this Agreement, at its own expense, the insurance coverage below which meets or exceeds the coverages and limits as specified in the Client's requirements. Insurance coverage for this agreement will be at a minimum as follows:

1. COMMERCIAL GENERAL LIABILITY INSURANCE

SpryPoint shall maintain Commercial General Liability Insurance as follows:

- a. \$3,000,000 Each Occurrence
- b. \$6,000,000 General Aggregate
- c. \$3,000,000 Personal and Advertising Injury
- d. \$2,000,000 Products/Completed Operations Aggregate
- e. \$2,000,000 Non-Owned Automobile

2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

SpryPoint shall maintain Commercial Automobile Liability Insurance (if applicable) as follows:

- a. \$2,000,000 Each Occurrence
- b. \$2,000,000 Annual Aggregate

3. ERRORS AND OMISSIONS AND CYBER INSURANCE

SpryPoint shall maintain Errors and Omissions and Cyber Insurance as follows:

- a. \$3,000,000 Per Claim

4. WORKERS' COMPENSATION

SpryPoint shall maintain Workers Compensation Insurance through the Workers Compensation Board of Prince Edward Island (WCBPEI). The Workers Compensation Board (WCBPEI) is a Provincial Government Organization that is responsible for all Workers Compensation related incidents for employees of companies based on Prince Edward Island. As an employer based in Prince Edward Island, SpryPoint is legally required to maintain Workers Compensation insurance through WCBPEI. If there is a workplace incident related to SpryPoint employees, coverage is provided by the WCBPEI regardless of the location. Upon written request, SpryPoint will provide Client with a copy of the Workers Compensation Clearance letter issued by WCBPEI which confirms SpryPoint's coverage and that our account is in good standing.

For SpryPoint's US employees, the Company will carry Workers' Compensation Insurance and Employers' Liability Insurance in the minimum amount of One Million Dollars (US \$1,000,000) each employee by accident, One Million Dollars (US \$1,000,000) each employee by disease,

and One Million Dollars (US \$1,000,000) aggregate by disease with benefits afforded under the laws of the state or country in which the services are to be performed.

5. ADDITIONAL INSURANCE RELATED PROVISIONS

a. SUBCONTRACTORS.

SpryPoint agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by SpryPoint, provide the same minimum insurance coverage required of SpryPoint, except as with respect to limits. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.

b. EVIDENCE OF COVERAGE.

Prior to the commencement of any Services under this Agreement, SpryPoint shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage as indicated in this Agreement. Such insurance coverage shall be maintained with insurers and under forms of policies as described in this Agreement. Upon written request, SpryPoint will provide Client all certificates, as applicable, related to the insurance coverage described herein.

SpryPoint Services, Inc.

Exhibit E – Data Processing Exhibit

This Data Processing Exhibit (“DPE”) forms a part of and is subject to the SpryPoint Master Subscription Agreement (“Agreement”), applicable Pricing Schedule or Statement of Work or other written subscription agreement (together with any attachments issued thereunder, the “Agreement”) between SpryPoint Services Inc. (“SpryPoint”) and the Party identified as the “Client” in the Agreement, where Client is using SpryPoint’s Software and Services. This DPE reflects the Parties’ agreement with regards to the applicable Privacy/Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription or Statement of Work involving the processing of Client’s Personal Information. In the event of any inconsistency or conflict between this DPE and the Agreement, the terms and conditions of the DPE shall prevail. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personal Data as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

1. Definitions

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

- a. **“Covered Data”** means:
 - i. Client Data;
 - ii. Technical Services Data; and
 - iii. any other electronic data or information submitted by or on behalf of Client to a Covered Service.
- b. **“Covered Service”** means:
 - i. any Service provided that specifically refers to this DPE; and/or,
 - ii. any Technical Services.
- c. **“Data Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- d. **“Data Processor”** means the entity which Processes Personal Data on behalf of the Data Controller.

- e. **“Data Protection Laws”** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations.
- f. **“Data Subject”** means the person to whom the Personal Data relates.
- g. **“Personal Data”** means any Covered Data that relates to an identified or identifiable natural person.
- h. **“Personal Data Breach”** means:
 - i. a ‘personal data breach’ or
 - ii. any Security Breach affecting Personal Data.
- i. **“Processing”** or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.
- j. **“Subprocessor”** means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.
- k. **“Subprocessor List”** means the list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service.

2. Subject and Scope

a. Scope and Role of the Parties.

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

b. Purpose.

Client discloses Personal Information/ Personal Data to SpryPoint solely for:

- i. a valid business purpose; and
- ii. SpryPoint to perform the Services.

c. Instructions for Processing.

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

d. Prohibitions.

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

e. Warranty.

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

f. Sole Responsibility.

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

g. Compliance with Laws

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

3. Technical, Organizational and Security Measures

a. Security Measures.

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

b. Confidentiality.

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

c. SOC 2 Compliance.

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

d. Processing Terms.

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

e. Acknowledgement.

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

- i. Client will collect and Process Personal Data has been in accordance with applicable Privacy/Data Protection Laws;
- ii. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation by:
 1. providing Data Subjects with appropriate privacy notices,
 2. obtaining any required consent, and
 3. ensuring that there is a lawful basis for contracted Processors to Process Personal Data.

4. Subprocessors

a. Use of Subprocessors.

Client hereby agrees and provides a general prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

b. Notification of New Subprocessors.

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

c. Approved SpryPoint's Sub-Processor List

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

5. Rights of Data Subjects

a. Assistance with Data Subject Requests.

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

b. Handling of Data Subject Requests.

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

c. Cooperation.

To the extent SpryPoint is required under Privacy/Data Protection Laws, SpryPoint will assist Client to comply with Privacy/Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a data subject exercising his or her rights under the Privacy/Data Protection

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

6. SpryPoint Personnel

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

7. Personal Data Breach

In the event SpryPoint becomes aware of a Personal Data Breach it shall without undue delay notify Client in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Client requires additional information from SpryPoint to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

8. Security Program

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

Information/ Personal Data Security Incident reporting obligations it may have under the applicable Privacy/Data Protection Laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

9. Audit

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

Client agrees that SpryPoint's then-current SOC 2 Type II audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client.

10. Return and Deletion of Client Data and Personal Data

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant. provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the parties (for example, CSV, delimited text or

Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by Law. Additionally, during the Term of the Agreement, Clients may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

11. General Provisions

a. Client Affiliates.

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

b. Termination.

The term of this DPE will end simultaneously and automatically at the later of:

- i. the termination of the Agreement; or
- ii. when all Personal Data is deleted from SpryPoint's systems.

c. Conflict.

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

d. Client Affiliate Enforcement.

Client's Affiliates may enforce the terms of this DPE directly against SpryPoint, subject to the following provisions:

- i. Client will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "Affiliate Claim") directly against SpryPoint on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

- ii. for the purpose of any Affiliate Claim brought directly against SpryPoint by Client on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Client.

e. **Remedies.**

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