

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 Coachella Valley Water District ("Client") with offices at 51501 Tyler St, Coachella, CA 92236, United States (each a "Party" or collectively "Parties") and shall come into effect on the date 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 Agreement
5. Exhibit D – Insurance Requirements
6. Exhibit E – Security Provisions
7. Exhibit F – 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. 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 Provider's net income) directly upon the Client in relation to this Agreement.

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; (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, including but not limited to in response to a California Public Records Act request, Client shall give SpryPoint notice of any such legal or governmental demand and reasonably cooperate with the other 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 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, 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 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,

SPRYPPOINT'S LIABILITY LIMITS APPLY TO SPRYPPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.2 Exclusion of Damages. IN NO EVENT SHALL SPRYPPOINT 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 (30) days prior to the expiration of the current term or the Service has been otherwise terminated in accordance with this Agreement.

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

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 California.

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:

51501 Tyler Street
Coachella, CA 92236
Attention: John Miller
Procurement and Contracts Manager

Notices to SpryPoint shall be sent to:

Nick Stone
Chief Financial Officer
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 Client's review, acceptance nor payments for any of the Services provided under this Agreement shall be constructed 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.

(signature block on next page)

Coachella Valley Water District	SpryPoint Services, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:



Exhibit A - Statement of Work – Implementation Services

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

[SpryPoint.com](https://www.sprypoint.com)

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Statement of Confidentiality

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

1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between SpryPoint Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, and Coachella Valley Water District ("**Client**") with offices at 75515 Hovley Lane East, Palm Desert, CA 92236.

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) Integrated Systems & Services 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:
 - SpryCIS – Customer Information System
 - SpryMobile – Mobile Field Service
 - SpryEngage – Customer Engagement Portal
 - Metabase – Enterprise Reporting and Dashboard Solution
- 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 Master Subscription Agreement. These documents help define the project's scope and will guide its execution.

1.1. 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. A 'System-based' approach focusing on the integration and interfacing of various systems. A 'Solution-based' approach results in a transformational business platform with a focus 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.
9. **Client** will measure the success of the project against the following statement: "A fully delivered Solution of acceptable quality, on time and within budget that delivers accurate and timely meter to cash, field services, and work & asset management processes." The following applies:
 - Scope as defined in this agreement is fully met at the acceptance of the system: Project is "fully and successfully delivered into production";
 - Acceptance of delivered scope at the completion of the project occurs as scheduled: Project is "on time";
 - Costs do not exceed the projected budget as appropriated at the start of the project and/or any additional approved change orders: Project completes "within budget";
 - Acceptance criteria according to that defined in this agreement and subsequent deliverables, are met and project deliverables are of "acceptable quality".

2. Scope of Work

2.1. Overall Project Approach

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

- Initiation
- Analysis

- Configure
- Test
- Deploy
- Operate

The project scope assumes all **SpryPoint** Products will go live at the same time. SpryPoint will work on the assumption that their solution will go live at the same time as the Workday solution. If it is determined that these projects will go live at different times a change order will be completed to outline any impacts of this approach.

2.2. Project Initiation

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

Within 30 days of 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.

2.2.1. Project Initiation – Pre Project-Kickoff

Upon execution of the contracts SpryPoint will schedule a Pre Project-Kickoff Call (PI1) with the Client's Project Manager and Alight 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 (PI2) and finalize the approach for file sharing. Upon completion of this meeting, the SpryPoint Project Manager will finalize the initial SpryPoint Project Schedule (PI3) and deliver it to the Client. As part of the initial planning dates will be determined for the Analysis Workshops (PI7).

2.2.2. Project Initiation – Project Kickoff

To get the project official underway SpryPoint will conduct a formal Project Kickoff (PI4) meeting with Alight, the **Client** and the Client Core Team. 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 answer any questions they may have for SpryPoint.

2.2.3. Project Initiation - Deploy Environments

SpryPoint will deploy environments (PI5) 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 (PI6) are available and ready for use.

Note: At this time in the Project, the Production will have no data in it and the Staging environment will contain demo data. Production environment will primarily be used for keeping the latest configuration (GOLD copy) and will have no data at most times

except for mock go lives to ensure that the production system is configured correctly, and the servers are set up correctly to support product loading. The staging and sandbox environment will contain demo data until we can get a first data conversion in it. Depending on the quality of data for the first conversion we may opt to put this data in only one of the two environments. This ensures there is always a system that the team can play with. During implementation both systems will be updated to support various project activities.

2.2.4. 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 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.



No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI1	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people outline next steps, schedule meetings, and start project work.	A		I	R				I
PI2	Prepare project infrastructure	Send welcome information, setup shared drives and access.	A			R				
PI3	Initial Project Schedule	Update project plan that will be used as baseline for project.	A/R			C				
PI4	Project Kickoff	Formal meeting to kickoff the Project. This includes the following activities: <ul style="list-style-type: none">Meeting agendaMeeting presentationMeeting scheduling	A/R	C	C	C	C	I	I	C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
PI5	Environment Setup	Provision environments and provide access for core team.	A	R		C	I			
PI6	Verify environments	Confirm list of initial access and confirm users can log in.	C			A	R/C			
PI7	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A/R	C		R/C	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 action

2.3. 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.

2.3.1. Analysis – Overview/System Familiarization

During this phase either before or as part of the workshops **SpryPoint** will complete an overview product session (ANA1). The purpose of this session is to introduce the core team members to the **SpryPoint** product(s).

2.3.2. Analysis – Workshop Questionnaires

Ahead of the workshops, SpryPoint will send the Client a series of workshop questionnaires (ANA2). The Client Core Team will need to fill these out and returned the completed questionnaires (ANA3) to SpryPoint no less than two (2) weeks before the scheduled workshops. These questionnaires are designed to help facilitate the workshops and identify areas of concern or where additional discovery may be required.

2.3.3. Analysis - Workshops

A **SpryPoint** team member will lead topic workshops (ANA4) involving appropriate **SpryPoint** project resources, and the **Client** business process (ANA5) experts to create an Analysis Report. These workshops and the resulting documentation will work to finalize the recommended future business processes and identify any gaps between the existing and desired future business processes.

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

Prior to the workshops **SpryPoint** will:

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

During this activity **SpryPoint** will:

- Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them.
- Conduct individual or group interviews to confirm current business processes, review standard configuration of the **SpryPoint** Service in relation to these processes, recommend process changes based on the best practices with the



SpryPoint Product(s), and identify enhancements or configuration changes that are needed, or that could be mitigated by the adoption of recommended business practice changes. The following business processes will be reviewed.

- Customer Service
 - Customer Care
 - Billing
 - Collections
 - Payments
 - Metering
 - Admin & Finance
- 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
- Other unique processes
 - Canal Billing
 - Land Management
 - Irrigation Water Availability Assessment

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

2.3.4. Analysis – Report

Upon completion of the Analysis Workshops SpryPoint will deliver to the **Client** an Analysis Report (ANA6). 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 (ANA7). SpryPoint will make updates to the report based on the **Client** feedback (ANA8). Once all updates are completed the Client will be required to sign off on the Analysis Report (ANA9).

2.3.5. 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 (ANA10)** – A document that outlines the strategy for testing. 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 account with no unexplainable discrepancies.
- **Training Plan (ANA11)** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses, an approach, curriculum, type of training delivery, recommended seats, high-level schedule for training, and the need for **Client** training facilities and materials. The **Client** will be responsible for matching training needs to individual End Users.
- **User Access Security Plan (ANA12)** - Based on the workshops and interviews, **SpryPoint** will provide recommended user access security plan. In addition, **SpryPoint** provides security roles and how multiple groups may roll up based on that plan. The **Client** will be responsible to match individual users to the security roles and assign roles to their users.

2.3.6. 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
- Data cleansing including automated and manual conversion options
- Parameters for data checking/validation
- How **Client** Data will be mapped to the new data structure
- Data validation reports – balancing reports, reconciliation reports to compare record counts and financials (AR, AR Aging, etc).

This information will be gathered and documented in the Data Conversion Strategy document (ANA13).

2.3.7. Analysis – Reporting & Dashboards

During the Analysis Phase a Report Analysis will be completed. This analysis will be used to review the reports that the **Client** uses and their purpose. These reports will be matched to the **SpryPoint** out of the box reports. **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 (ANA14) 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.

2.3.8. Analysis – Organizational Change Management

To help ensure success SpryPoint will use a structured approach to Organization Change Management based on the Prosci approach. The follow items will be included in the Analysis phase:

- OCM Overview Presentation/Discovery (ANA16)
- OCM plan (ANA17)

2.3.9. Analysis – Business Process Design

As part of the Analysis process SpryPoint will document the future state business processes that will be used to support all training and testing activities. SpryPoint will not document the Client's current state business processes. These future state business process documents will be captured in the Business Process Document (ANA18)





2.3.10. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
ANA1	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			
ANA2	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	A	R		C	C			

		determine these are not required for the project								
ANA3	Workshop Questionnaires	Provide answer in the questionnaires.	I	C		A	R			
ANA4	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.	A	R		C	R			
ANA5	Attend workshops	Client will ensure the correct subject matters experts are available and participate in workshops.	I	C		A	R			
ANA6	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
ANA7	Analysis Report Review	The time required for the Client to review the Analysis Report	C	C		A	R			I

		and provide feedback.								
ANA8	Analysis Report Updates	Updates to the Analysis Report with any changes/feedback from the Client	R	A		C	C			I
ANA9	Analysis Report Approval	The time required to for the Client to review the Analysis Report and approve the document	C	C		A	R			I
ANA10	Test Plan	A document that outlines the testing strategy for the /implementation	A	R		C	C			
ANA11	Training Plan	A document that outlines the strategy for training the Client throughout the implementation.	A	R		C	C			
ANA12	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			
ANA13	Data Conversation Strategy	A document that defines all the Client Data that will be converted.	R	A		C	C			

		This document defines the details and plan for conversion throughout the implementation.								
ANA14	Report & Dashboard 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			
ANA15	Security Plan Role Assignment	Updates to the document matching users to security roles.	C	C		A	R			
ANA16	OCM Presentation/Discovery	A presentation that outlines the approach to change management	A	R		R	R			I
ANA17	OCM Plan	A document that outlines a strategy for Organizational Change Management.	A	R		C	C			I
ANA18	Business Process Document	A document that outlines the Clients Future State Business Processes as they relate to use of	A	R		R	R			I



		the SpryPoint Solution								
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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 a 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

2.4. 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.

2.4.1. Configuration – Initial Configuration

SpryPoint will create an initial pass at the configuration based on best practices to meet the desired future state (CON1). To document and track the configuration, **SpryPoint** uses a Configuration Workbook (Workbook)(CON2). The Configuration Workbook is populated by **SpryPoint** with the recommended configuration to support the desired future state business process. At times the **Client** may be required to meet with **SpryPoint** to attend a Configuration Workshop (CON3) to answer questions related to the configuration. At times, it may be necessary for the **Client** to complete configuration homework (CON4) to support the Configuration work that is being completed by **SpryPoint**.

Upon completion of the initial configuration, the system will be ready for the initial review by the Client (CON5). **SpryPoint** will turn the system over to the begin some initial review of the system.

It should be noted that at times, when it brings efficiency to the project the resources are available, there may be configuration tracks occurring.

2.4.2. 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 (CON6). This training is designed to give the Core Team members a full understanding of how to use the **SpryPoint** Product(s). **SpryPoint** will provide. Participation from all Client Core Team members is required (CON7).

As part of the Core Team Training the **Client** will be provided with copies of the training curriculum, training presentations and student workbooks (CON8). 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. Note: this training will not be customized to the Client business processes.

2.4.3. Configuration – System Review

A review of the recommended configuration will be completed with the **Client**, so they may understand the configuration and ask any related questions. **SpryPoint** will lead this Configuration Review (CON9) and the **Client** Core Team will be required to participate in this review (CON10).

2.4.4. Configuration – Bill Statement

SpryPoint will work with the **Client** to gather and document the requirements about the look and feel of the template, as well as the presentment logic. The Bill Statement Requirements Document (CON11) will be provided to the Client for review and approval. Once the **Client** has verified the document and is satisfied that all required information has been documented, the **Client** will approve the Bill Statement Requirements Document (CON12). Once the requirements document has been signed off, **SpryPoint** will develop a Client-specific PDF renderer application, based on the agreed upon design (CON13). The PDF renderer uses information from SpryCIS as input and generates a PDF document as output. **SpryPoint** will be responsible for maintaining the renderer application and making any necessary adjustments to the display or logic, based on the signed off requirements document. After the first version of the renderer is built, **SpryPoint** will review the results with the Client, and make changes required if they are in alignment with the approved Requirements document. After the Bill Statement requirements document has been approved, if changes are required to the bill statement that are not in the approved document, the change order process will be engaged unless the change is a result of SpryPoint changing configuration or other solution parameters that resulted in the needed change.

SpryPoint will provide a documented process for bill comparison from Legacy to the Sprypoint Bill Statement, a percentage of bills from each cycle will be used for this bill comparison to ensure that there is no loss of billing information. Sprypoint will work with OCM to strategize on bill statement changes communication to the customer.

2.4.5. Configuration – Collection Letters

SpryPoint will work with the **Client** to gather and document the requirements about the look and feel of the Collection Letter(s), as well as the presentment logic. The Collection Letter(s) will be based off one of SpryPoint's approved templates. The Collection Letter(s) Requirements Document (CON14) will be provided to the Client for review and approval. Once the **Client** has verified the document and is satisfied that all required information has been documented, the **Client** will approve the Collection Letter(s) Requirements Document (CON15). Once the requirements document has been signed, **SpryPoint** will develop a Client-specific PDF renderer application, based on the agreed upon design (CON16). The PDF renderer uses information from SpryCIS as input and generates a PDF document as output. **SpryPoint** will be responsible for maintaining the renderer application and making any necessary adjustments to the display or logic, based on the signed off requirements document. After the first version

of the renderer is built, **SpryPoint** will review the results with the **Client**, and make changes required if they are in alignment with the approved Requirements document. After the requirements document has been approved, if changes are required to the bill statement that are not in the approved document, the change order process will be engaged unless the change is a result of SpryPoint changing configuration or other solution parameters that resulted in the needed change.

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.

2.4.6. Configuration - Other Configuration Items

To support the Clients future state business processes other items may be required to be configured. These are:

- **Service Orders (CON17)** - **SpryPoint** will gather requirements for developing **Client's** Service Order processes including service types. Note: SpryCIS does not support the use of paper service orders.
- **Letters (CON18)**– 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
 - Bankruptcy Letter

SpryPoint has included in scope budget to build up to 40 letter templates and will train the Client in building letter templates. If additional letters are required, the change order process may be engaged or the Client will be assisted to build the additional letter, provided no development effort is required to create the letter.

2.4.7. Configuration – Data Migration

SpryPoint uses an Agile project approach during the data migration process. The **Client** will be responsible for the overall extraction of data from the **Client's** legacy systems, SpryPoint will be responsible for load of the data from the provided extraction data to **SpryPoint**. It should be noted that while **SpryPoint** the **Client** must provide user(s) who understand how the **Client** currently uses the system data. In addition, is some instances the Client may be asked to fix data in the extraction files.

2.4.7.1. Data Mapping

Before data can be extracted from the legacy system or imported into the various **SpryPoint** products, a data mapping document (CON19) 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

For the initial cutover, **SpryPoint** will convert 3 full calendar years plus the number of months to go live of history into SpryCIS. **SpryPoint** will store any **Client** Data older than 3 calendar years to SpryCIS Archive Data Store. SpryPoint will allow up to 3 years of history is required to be brought in to the Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.

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 has 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.
Delinquency & Collection	Active delinquency and collection details within agreed time, dependent on the data that can be provided from the legacy system.
Consumption History	Consumption history for each account for the agreed time.

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.

Note: Included in scope is the agreement that SpryPoint will convert the required data elements to support meeting the scoped requirements of any in scope enhancement.

Once the mapping document has been completed the **Client** will be required to extract data (CON20) per the agreed upon format and provide it to SpryPoint.

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

2.4.7.3. Data - 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 including start, stop and move services.

Included in scope is up to 2 rounds of conversion to achieve Iteration 1 conversion goals. Each conversion round will include the following activities:

- **Client** extracts data in the required format (CON20)
- **SpryPoint** works with **Client** to transform and loads data into SpryPoint Products (CON21)
- **SpryPoint** provides data validation reports (CON22)
- **SpryPoint** and **Client** develop data acceptance checklist (CON23)
- **Client** completes data acceptance testing (CON24). For details on Data Acceptance Testing see section 3.4.7.7 – Data Acceptance Testing.
- **SpryPoint** provides support to **Client** while doing data acceptance testing (CON25)
- **SpryPoint** and **Client** identify data issues (CON26)
- **SpryPoint** works with Client to identify best way to resolve data issues (CON27). For details on data cleansing see details in section 3.4.7.6 – Data Cleansing.
- **SpryPoint** completed required data cleansing activities (CON28)
- **Client** completes required data cleansing activities (CON29)

2.4.7.4. 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 activities 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
- Start functional testing

Included in scope is up to 3 rounds of conversion to achieve Iteration 2 conversion goals. Each conversion round will include the following activities:

- **Client** extracts data in the required format (CON30)
- **SpryPoint** transforms and loads data into SpryPoint Products (CON31)
- **SpryPoint** provides data validation reports (CON32)
- **SpryPoint** and **Client** develop data acceptance checklist (CON33)
- **Client** completes data acceptance testing (CON34). For details on Data Acceptance Testing see section 3.4.7.7 – Data Acceptance Testing.
- **SpryPoint** provides support to **Client** while doing data acceptance testing (CON35)
- **SpryPoint** and **Client** identify data issues (CON36)
- **SpryPoint** works with Client to identify best way to resolve data issues (CON37). For details on data cleansing see details in section 3.4.7.6 – Data Cleansing.
- **SpryPoint** completed required data cleansing activities (CON38)
- **Client** completes required data cleansing activities (CON39)

2.4.7.5. 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 Integration Testing and User Acceptance Testing (if applicable)
- Complete bill validation testing

Included in scope is up to 2 rounds of conversion to achieve Iteration 3 conversion goals. Each conversion round will include the following activities:

- **Client** extracts data in the required format (CON40)
- **SpryPoint** transforms and loads data into SpryPoint Products (CON41)
- **SpryPoint** provides data validation reports (CON42)
- **SpryPoint** and **Client** develop data acceptance checklist (CON43)
- **Client** completes data acceptance testing (CON44). For details on Data Acceptance Testing see section 3.4.7.7 – Data Acceptance Testing.
- **SpryPoint** provides support to **Client** while doing data acceptance testing (CON45)
- **SpryPoint** and **Client** identify data issues (CON46)
- **SpryPoint** works with Client to identify best way to resolve data issues (CON47). For details on data cleansing see details in section 3.4.7.6 – Data Cleansing.
- **SpryPoint** completed required data cleansing activities (CON48)
- **Client** completes required data cleansing activities (CON49)

2.4.7.6. Iteration 4

The goal of Iteration 4 is to fix issues identified in the previous iteration and testing. To complete Iteration 4, the following prerequisites are targeted to be completed:

- Completion of Iteration 3 data conversion and data acceptance testing and integration testing
- Completion of data cleansing activities identified in Iterations 1, 2 & 3
- Completion of configuration adjustments identified throughout testing

Upon completion of Iteration 4, the **Client** will be able to:

- Address any edge cases or record types that have not been previously completed
- Complete User Acceptance Testing
- Complete Final bill validation testing

Included in scope is up to 1 rounds of conversion to achieve Iteration 4 conversion goals. Each conversion round will include the following activities:

- **Client** extracts data in the required format (CON50)
- **SpryPoint** transforms and loads data into SpryPoint Products (CON51)
- **SpryPoint** provides data validation reports (CON52)
- **SpryPoint** and **Client** develop data acceptance checklist (CON53)

- **Client** completes data acceptance testing (CON54). For details on Data Acceptance Testing see section 3.4.7.7 – Data Acceptance Testing.
- **SpryPoint** provides support to **Client** while doing data acceptance testing (CON55)
- Client signoff on data as part of cutover activities (CON56)

2.4.7.7. 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.

2.4.7.8. 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.

2.4.8. Configuration – Integrations & Enhancements

During the configuration stage, **SpryPoint** will configure and/or develop any in scope integrations or enhancements and ensure they are ready for Client testing. 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.

2.4.8.1. Interfaces

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 section 3.1 Integrations.

If interfaces, not listed in this document, are identified, or requested, they will be deemed out of scope and the change order process as outlined in section 2.8.4 Scope and Project Change Management will be initiated unless the change is a result of SpryPoint changing configuration or other solution parameters that resulted in the needed change.

2.4.8.2. 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 section 3.2 Enhancements.

If enhancements, not listed in this document, are identified, or requested, they will be deemed out of scope and the change order process, as outlined in section 2.8.4 Scope and Project Change Management, will be initiated unless the change is a result of SpryPoint changing configuration or other solution parameters that resulted in the needed change.

2.4.9. 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 & Dashboard 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. (CON60)
- **Reports** - **SpryPoint** will work with appropriate **Client** project team members to modify existing reports or write new reports using out of the box reporting tool and Metabase. (CON61)
- **Report Training** – As part of the project scope SpryPoint will provide training on how to build reports and dashboards.

2.4.10. Configuration – User Access Security & Roles (CON62)

Based on the User access 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.

2.4.11. Configuration – Organization Change Management (OCM)

Risk Assessment (CON63)

Measures the characteristics of the change and the attributes of the impacted organization to better understand the unique risks of the change.

Changes that are more dramatic and farther reaching in the organization have a higher risk. Likewise, organizations and groups with histories and cultures that resist change face higher risk. Understanding these characteristics, attributes, and risks helps to scale the change management plans accordingly.

PCT Assessment (CON64)

The Prosci® Change Triangle (PCT) is a framework that shows the four critical aspects of any successful change effort:

- **Success** represents the purpose of an initiative or project
- **Leadership/sponsorship** represents the strategy and direction of an initiative or project
- **Project management** represents the technical side of an initiative or project
- **Change management** represents the people side of an initiative or project

Healthy projects have four aspects in common: a clear and shared definition of success, guidance and direction from leaders, a well-delivered technical solution, and adoption of that solution by impacted people.

Sponsor Assessment (CON65)

The Sponsor Assessment measures the people management chain of all the impacted groups in terms of their position relative to the change and their change management competency. The resulting sponsor coalition describes the leaders and managers who need to be on board and actively engaged in leading the change. The primary sponsor is the person who authorizes and champions the change. This person must be actively and visibly engaged in the change throughout the project. They also have a part in building a coalition of sponsors across the organization. Each member of the sponsor coalition has the responsibility to build support and communicate the change with their respective audiences.

P-P-P-P Exercise (CON66)

This exercise assists the organization in connecting change management to business results by documenting the Project, Purpose, Particulars, and People. If the *people* impacted by the project do not support and engage in the change, then the *particulars* of that change are not realized. If these *particulars* are not achieved, then the *purpose* will not be achieved, and the business results are not met.

Sponsor Interview (CON67)

The Sponsor Interview contains a list of questions that stakeholders may have about the project, and which can provide basic information about the project to stakeholders to create awareness and desire, the first two elements of the ADKAR® Model of individual change. Prosci® recommends that Primary Sponsors provide answers to these questions, which can then be repurposed throughout the project to reinforce key messaging concepts. These questions can also provide value for other tasks such as identifying stakeholders and defining project risk.

Group Impact Assessment (CON68)

The Group Impact Assessment measure the degree of anticipated changes to each of the groups impacted it terms of the follow 10 aspects of change.

- **Processes:** The actions or steps taken to achieve a defined end or outcome.
- **Systems:** A combination of people and automated applications organized to meet a set of objectives.
- **Tools:** An item or implement used for a specific purpose; can be a physical object such as a mechanical tool or a technical object such as a web authoring tool or software program.
- **Job Roles:** A physical geographical place that provides facilities for a stated purpose.
- **Critical Behaviors:** Vital or essential response of an individual or group to an action, environment, person, or stimulus.
- **Mindset/Attitudes/Beliefs:** A mental inclination, disposition or frame of mind reflected in behaviors.
- **Reporting Structure:** The authority relationships in a company or organization; who reports to whom.
- **Performance Reviews:** The process and indicators of how performance is measured and assessed relative to objectives.
- **Compensation:** The amount of the monetary and non-monetary pay provided in return for work performed.
- **Location:** A physical geographical place that provides facilities for a stated purpose.

Not all groups will be impacted the same. Understanding the impacts relative to each impacted groups helps to scale the change management plans accordingly.

Yesterday-Tomorrow Analysis (CON69)

The Yesterday-Tomorrow Analysis assesses each impacted group's specific changes for each the 10 aspects of change. Defining impact helps bring the change into focus at the individual level and clarifies what adoption and usage look like for the change, as well as enabling the organization to drive the improved results and outcomes needed. Defining impacts also helps in empathizing with people, identifying areas of resistance, and determining the specific support needed for the change.

OCM Scope and Goals Summary (CON70)

This document summarizes the scope and goals of the anticipated changes and provides a consolidate source for information that can be communicated as needed to the organization.

OCM Strategy Presentation (CON71)

This presentation summarizes the analysis findings, documents key takeaways, and recommends next steps for the organization.

Customer Bill Statement Communication Plan (CON72)

This plan provides the organization with the tools to create an effective communication plan with their customers to ensure a smooth and successful rollout of the new billing system to their customers, minimizing billing disruptions and providing necessary support throughout the transition. This document will also provide best practices from other implementations on the tools to be used and the information to be imparted to customers.

2.4.12. Configuration – Business Process Design

During the configuration review **SpryPoint** will work with the **Client** to update the Future State Business Process Documentation (CON73)



2.4.13. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON1	System Configuration(s)	The process to complete configuration in the System Environments.	A	R						
CON2	Configuration Workbook Completed	The Configuration Workbook is filled out for the initial round of configuration.	R	A						
CON3	Configuration Workshops (if applicable)	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements.	R	A		C	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON4	Configuration Workbook Assignments & Homework (if applicable)	Provide required inputs & information for completion of the Configuration Workbook, if required.				C	A/R			
CON5	System ready for initial review	Initial system configuration completed and system for initial review by Client	R	A		C/I	C/I			
CON6	Core Team Training	Full system training provided to the Client's core team members per the training plan that ensures the core team understands how the SpryPoint product(s) works.	A	R						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON7	Participate in Core Team Training	Client's Core Team will participate in the scheduled training sessions				A	R			
CON8	Core Team Training Materials	Out of the box training materials to support the Client in Core Team Training	A	R		I	I			
CON9	Configuration Review	Sessions to review the recommend configuration and how it aligns with the future state business process	A	R						
CON10	Participate in Configuration Review Session(S)	Be engaged in configuration review sessions to answer questions and understand how the system is configured to				C	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		meet the business requirements								
CON11	Bill Statement Requirements Document	A document that outlines the Clients requirements for their bill statement design	A	R		I	C			
CON12	Bill Statement Requirements Document Approval	Client sign off on the bill statement requirements document	I			A	R			C
CON13	Bill Statement	Development of Bill statement	A	R		I				
CON14	Collection Letters Requirements Document	A document that outlines the Clients requirements for their collection letter(s) design	A	R		I	C			
CON15	Collection Requirements Document Approval	Client sign off on the Collection	I			A	R			C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		Letter(s) requirements document								
CON16	Collection Letters	Development of Collection Letter(s)	A	R		I				
CON17	Service Orders	Service Order Configuration to support business processes	A	R		C	C			
CON18	Miscellaneous Letters	Additional letters required to support business processes	A	R		C	C			
CON19	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			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON20	Data Extraction from legacy system -DC1	The activities required to get data out of the Client's legacy system.	C	C		A	R			
CON21	Data Import into SpryPoint Product(s) – DC1	The activities required to bring data into the SpryPoint product(s).	R	A		C	C			
CON22	Data Conversion Results Report – DC1	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
CON23	Data Acceptance Checklist Template Population – DC1	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.	A	R		C	R	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON24	Data Acceptance Testing – DC1	Testing that is completed by the Client to check and validate the data that has been converted.				A	R/C	R		
CON25	Data Acceptance Testing Support – DC1	Answer questions and provide guidance during data acceptance testing	A	R		C/I	C/I	C		
CON26	Identify data issues – DC1	Identification and documentation of data issues found during data acceptance testing	C	C		A	R	R		
CON27	Data Cleansing Decisions – DC1	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 Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON28	Complete Data Cleansing Activities – SpryPoint – DC1	Complete data cleansing activities	A	R		C	C			
CON29	Completed Data Cleansing Activities – Client – DC1	Complete data cleansing activities	C	C		A	R			
CON30	Data Extraction from legacy system -DC2	The activities required to get data out of the Client's legacy system.	C	C		A	R			
CON31	Data Import into SpryPoint Product(s) – DC2	The activities required to bring data into the SpryPoint product(s).	R	A		C	C			
CON32	Data Conversion Results Report – DC2	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
CON33	Data Acceptance Checklist Template Population – DC2	Population of specific data elements to be	A	R		C	R	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		tested during data acceptance testing into the Data Acceptance Checklist.								
CON34	Data Acceptance Testing – DC2	Testing that is completed by the Client to check and validate the data that has been converted.				A/R	R/C	R		
CON35	Data Acceptance Testing Support – DC2	Answer questions and provide guidance during data acceptance testing	A	R		C/I	C/I	C		
CON36	Identify data issues – DC2	Identification and documentation of data issues found during data acceptance testing	C	C		A	R	R		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON37	Data Cleansing Decisions – DC2	Make decisions on the best way to resolved data issues ** see Data Cleansing Section above.	A	R		C	C			
CON38	Complete Data Cleansing Activities – SpryPoint – DC2	Complete data cleansing activities	A	R		C	C			
CON39	Completed Data Cleansing Activities – Client – DC2	Complete data cleansing activities	C	C		A	R			
CON40	Data Extraction from legacy system -DC3	The activities required to get data out of the Client's legacy system.	C	C		A	R			
CON41	Data Import into SpryPoint Product(s) – DC3	The activities required to bring data into the SpryPoint product(s).	R	A		C	C			
CON42	Data Conversion Results Report – DC3	The report(s) that is generated after the data	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		conversion round is completed.								
CON43	Data Acceptance Checklist Template Population – DC3	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.	A	R		C	R	I		
CON44	Data Acceptance Testing – DC3	Testing that is completed by the Client to check and validate the data that has been converted.				A	R/C	R		
CON45	Data Acceptance Testing Support – DC3	Answer questions and provide guidance during data acceptance testing	A	R		C/I	C/I	I		
CON46	Identify data issues – DC3	Identification and	C	C		A	R	R		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		documentation of data issues found during data acceptance testing								
CON47	Data Cleansing Decisions – DC3	Make decisions on the best way to resolved data issues ** see Data Cleansing Section above.	A	R		C	C			
CON48	Complete Data Cleansing Activities – SpryPoint – DC3	Complete data cleansing activities	A	R		C	C			
CON49	Completed Data Cleansing Activities – Client – DC3	Complete data cleansing activities	C	C		A	R			
CON50	Data Extraction from legacy system -DC4	The activities required to get data out of the Client's legacy system.	C	C		A	R			
CON51	Data Import into SpryPoint Product(s) – DC4	The activities required to bring data into	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		the SpryPoint product(s).								
CON52	Data Conversion Results Report – DC4	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
CON53	Data Acceptance Checklist Template Population – DC4	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.	A	R		C	R	I		
CON54	Data Acceptance Testing – DC4	Testing that is completed by the Client to check and validate the data that has been converted.				A	R/C	R		
CON55	Data Acceptance Testing Support – DC4	Answer questions and	A	R		C/I	C/I	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		provide guidance during data acceptance testing								
CON60	Dashboards	Build/Configure Dashboard as determined by the report plan	R	A		C	R			
CON61	Reports	Build/Configure Reports as determined by the report plan	R	A		C	R	C/I		
CON62	Security Configuration	The process of assigning users to security roles.		C		A	R	C/I		
CON63	Risk Assessment		A	R		R/C	R			C
CON64	PCT Assessment		A			C	R			
CON65	Sponsor Assessment		A			C	R	R	R	R
CON66	P-P-P-P Exercise		A	R		C	C			
CON67	Sponsor Interview		A			C	R	R	R	R
CON68	Group Impact Assessment		A			C	R	R	R	C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
CON69	Yesterday-Tomorrow Analysis		A	R		C	R			
CON70	OCM Scope & Goals Summary		A			C	C			
CON71	OCM Strategy Presentation		A			C	C			
CON72	Customer Bill Statement Communication Plan		A	R		C	R		I	C
CON73	Future State Business Process Document – R2	Updates to Future State Business Process Documentation	A	R		C/I	CI		I	I

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

2.5. 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.

2.5.1. 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 and traceability to business requirement

SpryPoint will provide out of the box test scripts based on the defined future state business processes. The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases. **SpryPoint** will be available to review, answer questions and provide recommendations for custom test scripts.

In scope SpryPoint will deliver Test Scripts to support:

- Functional Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements. (TEST1)
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases. (TEST2)
- Integration Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements. (TEST3)
 - The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases. (TEST4)
- User Acceptance Testing
 - **SpryPoint** will provide out of the box test scripts based on the defined future state business processes that includes Client enhancements. (TEST5)

- The **Client** will be responsible for modifying test scripts to meet their custom needs or for additional edge cases. (TEST6)

2.5.2. Test – Training Material

To assist the **Client's** Testing Team Members with understanding of the **SpryPoint** product(s), **SpryPoint** will provide end-to-end system training. 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. Supplemental job aides and documentation (TEST7) with supporting details of the Client's future state business processes will be provided to support training.

2.5.3. 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 and provide the testing results to the **Client**. (TEST22) It is recommended that the **Client** complete their own testing of the enhancement(s).

2.5.4. Test – Integration Testing

During the implementation the 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.
- Any monthly, quarterly, yearly process to ensure integration is working in these key periods.

In scope for this Project will be a maximum of 4 testing iterations for Integration Testing. Iterations 1 through 3 will be expected to run 2 to 3 weeks, with a 1 – 2 week reset period. Iteration 4 will act as the final testing cycle with an output of the **Client** Sign off.

Note: Exact timing of testing cycles may need to be adjusted based on various factors such as number of Client resources, types of issues, etc.

For each round of Integration Testing the following activities will occur:

- **Client** executes test scripts (R1=TEST23; R2=TEST26; R3=TEST29; R4=TEST32)
- **SpryPoint** provides to Client testers (R1=TEST24; R2=TEST27; R3=TEST30; R4=TEST33)

For rounds 1 thru 3 of Integration Testing the following additional activity will occur:

- **Client** and **SpryPoint** work together to resolve issues resulting from testing (R1=TEST25; R2=TEST28; R3=TEST31)

For round 4 of Integration Testing the following additional activity occurs

- **Client** signs off on Integration Testing (TEST34)

2.5.5. Test – Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project are 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. This will also include a day in a life scenario to ensure the end-to-end functions are tested in its destined workflow.
- **Secondary Scenarios** - These scenarios involve testing a broader spectrum of functionality designed to test unique, **Client** specific functionality and infrequent or less common processes.

In scope for this project will be a maximum of 3 testing iterations for Functional Testing. Iterations 1 and 2 will be expected to run 2 to 3 weeks, with a 1 – 2 week reset period. Iteration 3 will act as the final testing cycle with an output of the Client Sign off on.

Note: Exact timing of testing cycles may need to be adjusted based on various factors such as number of Client resources, types of issues, etc.

For each round of Functional Testing the following activities will occur:

- **Client** executes test scripts (R1=TEST35; R2=TEST38; R3=TEST41;
- **SpryPoint** provides to Client testers (R1=TEST36; R2=TEST39; R3=TEST42)

For rounds 1 thru 2 of Functional Testing the following additional activity will occur:

- **Client** and **SpryPoint** work together to resolve issues resulting from testing (R1=TEST37; R2=TEST40)

For round 3 of Functional Testing the following additional activity occurs

- **Client** signs off on Functional Testing (TEST43)

2.5.6. Test – Performance Testing

Performance Testing is a systematic and comprehensive process aimed at assessing application efficiency, responsiveness, and stability under a designated production-level workload. The primary objective is to ensure that SpryPoint's application services and processing environments are tuned and configured to manage and process realistic data

volumes with acceptable performance. Specific areas that are tested during this phase include:

- Account Inquiry and Maintenance Pages: Ensuring responsiveness of user interfaces and transactional processes related to account information and adjustments.
- Cash Receipt Entry: Ensuring responsiveness of user interfaces and transactional processes related to cash receipts.
- Batch Processes: Ensuring responsiveness of user interfaces and transactional processes related to critical batch operations such as billing cycles and the dispatch of collection notices.
- API Performance: Ensuring responsiveness of transactional processes related to API calls to guarantee smooth integrations and data exchanges with other systems or third-party applications.
- Load Testing: Ensuring performance of the system under varying load conditions, when multiple users are simulated to be login at the same under varying load conditions (month-end, batch processing, bill generation).

To closely replicate the conditions faced in a live production environment, these tests are conducted on production-level infrastructure during standard business hours, and they prioritize specific billing cycles and processes deemed as most representative of typical operational demands.

In scope is one (1) round of performance Testing. As part of the Performance Testing the Client will execute test scripts (TEST44) with SpryPoint supporting (TEST45). Upon completion of Performance Testing the Client will be required to sign off (TEST46).

2.5.7. Test – Bill Validation Testing

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results between a snapshot of bills between the legacy system and SpryCIS 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 four (4) 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 three (3) more times to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 98% or higher billing match and there are approved reason for the differences. After each round of bill comparisons, a document is created

that is shared with the Client to show the results. While SpryPoint is responsible to complete this testing, the Client will be required to help review and resolve issues. Results of each Bill Validation Testing Iteration will need to be signed off by the Client.

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

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service
- Billing Cycle
- Bill Amount
- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

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

- **SpryPoint** will execute the bill validation testing and provide reports to the **Client** (R1=TEST10; R2=TEST13; R3=TEST16; R4=TEST19)
- The **Client** will review issues and work with **SpryPoint** to resolve them (R1=TEST11; R2=TEST14; R3=TEST17; R4=TEST20)
- **Client** will sign off on each round of bill validation testing (R1=TEST12; R2=TEST15; R3=TEST18; R4=TEST21)

2.5.8. Test – Tester Training

To ensure the project team has captured as many scenarios as possible and addressed all business cases, it is recommended that other users be identified and perform testing during User Acceptance Testing Phase. **SpryPoint** are responsible for ensuring users involved in testing receive the required training, so they have the tools required to complete their assigned testing. (TEST8)

Although **SpryPoint** is responsible for providing the training, it is highly recommended that a core team member be part of the training session to help facilitate buy in of the new functionality and business processes.

It is required that any user outside of the core team that is involved in testing will need to participate in training. (TEST9)

2.5.9. Test – User Acceptance Testing

User Acceptance Testing (UAT) is the point in the project where the Client Users executes test scripts to ensure all business process can be completed successfully and

confirm there are no process gaps. It is designed to be executed as a 'Day in the Life' style testing.

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. **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.

In scope for this project will be a maximum of 4 testing iterations of User Acceptance Testing (UAT). Iterations 1 through 3 will be expected to run 2 to 3 weeks, with a 1 – 2 week reset period. Iteration 4 will act as the final testing cycle with an output of the Client Sign off on 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).

Note: Exact timing of testing cycles may need to be adjusted based on various factors such as number of Client resources, types of issues, etc.

For each round of User Acceptance Testing the following activities will occur:

- **Client** executes test scripts (R1=TEST47; R2=TEST50; R3=TEST53; R4=TEST56)
- **SpryPoint** provides to Client testers (R1=TEST48; R2=TEST51; R3=TEST54; R4=TEST57)

For rounds 1 thru 3 of User Acceptance Testing the following additional activity will occur:

- **Client** and **SpryPoint** work together to resolve issues resulting from testing (R1=TEST49; R2=TEST52; R3=TEST55)

For round 4 of User Acceptance Testing the following additional activity occurs

- **Client** signs off on User Acceptance Testing (TEST58)

2.5.10. Client Driven Solution Walkthrough

To validate and ensure Client Go Live Readiness, the Client will be asked 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. (TEST59)

2.5.11. Test – Business Process Review

As the Client works through testing activities there will be need to make modification and/or adjustments to the future state business processes. SpryPoint will update the Future State Business Process documentation as this occurs. (TEST60)

2.5.12. Test – Organization Change Management

To establish a pulse check on users before user acceptance testing the following activities:

- Conduct follow-up ADKAR Assessment (TEST61)
- Adapt Findings into Plans (TEST62)



2.5.13. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
TEST1	Provide Test Scripts – Functional Testing	Provide out of box test scripts based on future state business processes.	A	R		C	C			
TEST2	Update Test Scripts – Functional Testing	Activities required to update test scripts to match Client's future state and edge cases	C	C		A	R	C/I		
TEST3	Provide Test Scripts – Integration Testing	Provide out of box test scripts based on future state business processes	A	R		C	C			
TEST4	Update Test Scripts – Integration Testing	Activities required to update test scripts to match Client's future state and edge cases	C	C		A	R	C/I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
TEST5	Provide Test Scripts – User Acceptance Testing	Provide out of box test scripts based on future state business processes	A	R		C	C			
TEST6	Update Test Scripts – User Acceptance	Activities required to update test scripts to match Client's future state and edge cases	C	C		A	R	C/I		
TEST7	Tester Training Material	Training material provided to Client to support users learning	A	R		I	I			
TEST8	Tester Training	Training provided to any non-core team users that will be involved in testing activities.	R	A						
TEST9	Participate in Tester Training	Participate in tester training				A	R/C			
TEST10	Execute Bill Validation Testing – R1	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				
TEST11	Bill Validation – Issue Corrections – R1	Correction of issues found during bill validation. This could be in the form of changes to configuration, training for Client , development, etc.	R	A		C	R	I		
TEST12	Bill Validation Testing Acceptance – R1	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			
TEST13	Execute Bill Validation Testing – R2	Activities required to complete a round of bill validation testing	R	A		A	R	R		
TEST14	Bill Validation – Issue Corrections – R2	Correction of issues found during bill validation. This could be in the form of changes to configuration,	R	A		C	R	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		training for Client , development, etc.								
TEST15	Bill Validation Testing Acceptance – R2	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			
TEST16	Execute Bill Validation Testing – R3	Activities required to complete a round of bill validation testing	R	A		A	R/C	R		
TEST17	Bill Validation – Issue Corrections – R3	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	I		
TEST18	Bill Validation Testing	A sign off provided by the Client that represents	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
	Acceptance – R3	acknowledgment that the Client has reviewed the testing results and approves the results of the testing round								
TEST19	Execute Bill Validation Testing – R4	Activities required to complete a round of bill validation testing	R	A		R	R			
TEST20	Bill Validation – Issue Corrections – R4	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	I		
TEST21	Bill Validation Testing Acceptance – R4	A sign off provided by the Client that represents acknowledgment that the Client has reviewed the testing results and approves the	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		results of the testing round								
TEST22	Enhancement Testing	Individual tests performed by SpryPoint to validate enhancements meets the Clients requirements.	A	R		C/I	C/I			
TEST23	Execute Integration Testing -R1	Activities required to complete a round of integration testing	I	C		A	R/C	R		
TEST24	Support Integration Testing – R1	Support users with integration testing	A	R		C/I	C/I			
TEST25	Integration Testing – Issue Resolution – R1	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	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
TEST26	Execute Integration Testing -R2	Activities required to complete a round of integration testing	I	C		A	R/C	R		
TEST27	Support Integration Testing – R2	Support users with integration testing	A	R		C/I	C/I			
TEST28	Integration Testing – Issue Resolution – R2	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	I		
TEST29	Execute Integration Testing -R3	Activities required to complete a round of integration testing	I	C		A	R/C	R		
TEST30	Support Integration Testing – R3	Support users with integration testing	A	R		C/I	C/I			
TEST31	Integration Testing – Issue	Correction of issues found during integration testing.	A	R		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				
	Resolution – R3	This could be in the form of changes to configuration, training for Client , development, etc.								
TEST32	Execute Integration Testing -R4	Activities required to complete a round of integration testing	I	C		A	R/C	R		
TEST33	Support Integration Testing – R4	Support users with integration testing	A	R		C/I	C/I			
TEST34	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			
TEST35	Execute Functional Testing -R1	Activities required to complete a round of functional testing	A	R		A	R/C	R		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
SpryPoint						Client				
TEST36	Functional Testing Support -R1	Support users with functional testing.	A	R		C/I	C/I			
TEST37	Functional Testing – Issue Resolution - R1	Correction of issues found during functional testing. This could be in the form of changes to configuration, training for Client , development, etc.	A	R		C	C	I		
TEST38	Execute Functional Testing – R2	Activities required to complete a round of functional testing	A	R		A	R/C	R		
TEST39	Functional Testing Support -R2	Support users with functional testing.	A	R		C/I	C/I			
TEST40	Functional Testing – Issue Resolution – R2	Correction of issues found during functional testing. This could be in the form of changes to configuration,	A	R		C	C	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		training for Client , development, etc.								
TEST41	Execute Functional Testing – R3	Client Activities required to complete a round of functional testing	A	R		A	R/C	R		
TEST42	Functional Testing Support – R3	Support users with functional testing.	A	R		C/I	C/I			
TEST43	Functional Testing Signoff – R3	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			
TEST44	Execute Performance Testing	Client Activities required to complete a round of functional testing	A	R		A	R/C	R		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
SpryPoint						Client				
TEST45	Performance Testing Support	Support users with testing.	A	R		C/I	C/I			
TEST46	Performance 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			
TEST47	Execute User Acceptance Testing -R1	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	R/C	R		
TEST48	Support User Acceptance Testing – R1	Support users with testing.	A	R		C/I	C/I			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
SpryPoint						Client				
TEST49	User Acceptance Testing – Issue Resolution – R1	Correction 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		C	R	I		
TEST50	Execute User Acceptance Testing -R2	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	R/C	R		
TEST51	Support User Acceptance Testing – R2	Support users with testing.	A	R		C/I	C/I			
TEST52	User Acceptance Testing –	Correction of issues found during user acceptance	A	R		C	R	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
	Issue Resolution – R2	testing. This could be in the form of changes to configuration, training for the Client , development, etc..								
TEST53	Execute User Acceptance Testing – R3	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	R/C	R		
TEST54	Support User Acceptance Testing – R3	Support users with testing.	A	R		C/I	C/I			
TEST55	User Acceptance Testing – Issue Resolution – R3	Correction of issues found during user acceptance testing. This could be in the form of changes to	A	R		C	R	I		

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		configuration, training for the Client , development, etc..								
TEST56	Execute User Acceptance Testing -R4	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	R/C	R		
TEST57	Support User Acceptance Testing – R4	Support users with testing.	A	R		C/I	C/I			
TEST58	User Acceptance Testing Signoff -R4	A sign off provided by the Client that represents acknowledgment that the Client has completed user acceptance testing and approves the	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		results of the testing								
TEST59	Client Walkthrough	Core team demonstration of solution	C	C		A	R			I
TEST 60	Future State Business Process Document – R3	Updates to Future State Business Process Documentation	A	R		C	C/I			I
TEST61	Follow up ADKAR Assessment	Conduct follow-up ADKAR assessment	A	R		R	C/I	C	C	
TEST62	Update OCM Plans	Adapt OCM Plan with findings	A	R		C/I	C/I			

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

2.6. 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?
5. **Organization Business Readiness.** OCM results identify the organization's commitment to adopt to the new solution.

2.6.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing must be completed and signed off on.
- All issues marked as required for Go-Live must be completed and signed off on.
- All 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.
- Required training is completed and signed off on.
- User Access and Roles are all in place.

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.

2.6.2. 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 (DEPLOY1). 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**.

2.6.3. Deploy - 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 to 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 (DEPLOY2)

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 established action plan.

Step 2 – SpryPoint/Client Go/No Go Decision (DEPLOY3)

When **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.

2.6.4. 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

(DEPLOY4). 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. Supporting training materials, featuring details specific to the **Client's** go forward business processes will be provided.

2.6.5. 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.

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.

Activities required to support End User Training are as follows:

- **SpryPoint** Instructor led classroom training for user as identified in the Training Plan (DEPLOY5)
- **Client** end users participates in training sessions (DEPLOY6)
- **Client** creates schedule for trained user to participate in practice labs (DEPLOY7)
- **Client End Users** who have completed training participate in practice labs as assigned (DEPLOY8)

2.6.6. Deploy – Organizational Change Management

Upon completion of end user training the following Organizational Change Management activities will be completed:

- Conduct Follow up ADKAR Assessment (DEPLOY9)
- Adapt Findings into Plans (DEPLOY10)

2.6.7. Deploy – Mock Go Live

The Mock Go-Live acts as a dress rehearsal for the actual Go-Live weekend and Monday morning activities. This practice run is used to ensure everyone understands their roles and responsibilities for the actual Go-Live. In addition, it allows **SpryPoint** to validate the schedule and timings for the cutover weekend. This includes any manual entries required after the completed

conversion and validation of all reporting. Some users will be asked to run testing to ensure they understand what is going to happen when the business opens on Monday morning.

In scope for this project and two (2) full mock go lives (DEPLOY12; DEPLOY13).

2.6.8. 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.

The Go Live will happen over a weekend so minimize the disruption to the **Client's** customers. The activities that will happen as part of the Go Live are:

- Final data conversion export (DEPLOY14)
- Final data conversion import (DEPLOY15)
- Go Live activities as defined in the go live cut over plan (DEPLOY16)
- Update issues log (DEPLOY17)
- Client Go Live Approval (DEPLOY18)



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

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
DEPLOY1	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
DEPLOY2	SpryPoint Internal Go/No Decision	An internal SpryPoint meeting where the Client's readiness for Go-Live is reviewed.	A	R	R	I	I			I
DEPLOY3	SpryPoint/Client Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward	A	R	R	C	R	R		R

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		with the Go-Live.								
DEPLOY4	End User Training Material	Material user to supplement end user training	A	R		C/I	C/I			
DEPLOY5	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	
DEPLOY6	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users.	I			A	C		R	I
DEPLOY7	Practice Lab	A space where trained end users can go to use the SpryPoint Product(s) and practice their system skills.	I			A	R			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
DEPLOY8	Practice Session(s)	The time an end user(s) spends practicing what they learned in training sessions.	I			C	R		A	I
DEPLOY12	Mock Go Live 1	A complete dress rehearsal of the Go-Live activities to ensure all parties understand their role in Go-Live.	A	R	I	R	R	R		I
DEPLOY13	Mock Go Live 2	A complete dress rehearsal of the Go-Live activities to ensure all parties understand their role in Go-Live.	A	R	I	R	R	R		I
DEPLOY14	Final Data Conversion Exports	All activities required to complete the	A	R		C/I	C/I			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		final data conversion exports from the legacy system.								
DEPLOY15	Final Data Conversion Imports	All activities required to complete the final data conversion import in the production system.	R	A		C/I	C/I	I		I
DEPLOY16	Go-Live Activities	Complete all cutover activities as defined in the cutover plan.	A	R	I	R	R	I	R	I
DEPLOY17	Issues Log Updates	The issues log that gets updated with any issues that occur during cutover.	A	R	I	R	R	I		I
DEPLOY18	Go Live Sign off	A document that confirms that the system	R	R	I	A	R			C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		is ready for production use and that the Client is ready to being using the SpryPoint solution(s) as the system of record.								

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

2.7. 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.

2.7.1. 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 4 calendar months (OP1; OP2; OP3; OP4) with the goal to complete 4 full billing cycles (assuming monthly billing cycle) and 4 month-end reconciliations.

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

2.7.2. Operate – Refresher Training

During the post go live support period is normal for there to be a need to complete areas of refresher training. During the first 2 months SpryPoint will work with the **Client** to identify areas that could benefit from refresher training. 80 hours of budget has been allocated to provide refresher training for the **Client**. (OP5)

2.7.3. 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 (OP6). 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.

2.7.4. Operate – System Acceptance & Close Out

The project close out ("Project Close Out") is the point when the Project parties both agree that all Project deliverables have been completed per the Statement of Work (this Exhibit A) and the Implementation portion of the contract is completed and the system is accepted by the **Client**.

This occurs when the following are met:

1. All of the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. All punch-list items severity 1, 2 and a plan for delivery of severity 3 are delivered to the **Client (OP7)**. The Client will be required to signoff on the finalized punchlist (OP8). The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by **Client** within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Solution 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 it is determined that the above conditions have been met the SpryPoint Project Manager will prepare a Phase 1 Close Out document (OP9). The Client will be required to sign off on this document (OP10).

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

2.7.5. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
OP1	Post Live Support Month 1	SpryPoint Implementation available to support Client users with the day to day use of the SpryPoint Solutions	A	R		R/C	R/C		C/I	
OP2	Post Live Support Month 2	SpryPoint Implementation available to support Client users with the day to day use of the SpryPoint Solutions	A	R		R/C	R/C		C/I	
OP3	Post Live Support Month 3	SpryPoint Implementation available to support Client users with the day to day use of the SpryPoint Solutions	A	R		R/C	R/C		C/I	
OP4	Post Live Support Month 4	SpryPoint Implementation available to support Client users with the day to day use of the SpryPoint Solutions	A	R		R/C	R/C		C/I	

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
OP5	Refresher Training	Any identified and agreed upon refresher training completed.	A	R		R/C	R/C		R	
OP6	Transition to Customer Success Internal Meeting	A SpryPoint internal knowledge transition meeting to review the project details.	A	R	R	I				
OP6	Transition to Customer Success Meeting	A meeting held with SpryPoint to introduce them to the Customer Success Team and how they work with them.	A	R	R	R	R			I
OP7	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/C	R/C		C/I	I
OP8	Signoff on Punchlist	Acknowledgement, by the Client that they have reviewed the punchlist and they agree to it.	R		I	A	R		I	I
OP9	Phase 1 Close Out Document	A document that summarizes phase 1 project details.	A	R		R	R			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
OP10	Phase 1 Close Out Signoff	Acknowledgement, by the Client that all SOW deliverables have been completed and the phase 1 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

2.8. Project Governance

2.8.1. Project Management (PM)

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

SpryPoint will provide a Project Manager throughout the life the project. The SpryPoint Project Manager will work directly with **Client's** Project Managers on day-to-day project activities. The SpryPoint Project Manager will report into the Alight Program Executive to support program reporting and program meetings.

SpryPoint Project Manager shall be responsible for the planning and execution of the SpryPoint 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 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.

2.8.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager and the **Alight** Program Executive for supporting the Program communication and tools.

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.

SpryPoint recommends the following communication approach, however, finalized communication will be determined and followed based on the overarching program.

Communication Method	Frequency	Tool/Method	Attendees
Project Team Status Meetings	Every second week	Agreed upon Virtual Meeting tool & Google Docs/PDF	Program Manager, Both PMs, Client Core Team Meetings, SpryPoint Project Team (as required)
Project Status Reports	Monthly, our more frequently near critical project points as mutually agreed to	PDF	N/A
Updates to the project plan	Weekly	Wrike or other tools mutually agreed to	N/A
Risk Log	Weekly	Google Sheet/Excel	N/A
Issue Log	Weekly	Google Sheet/Excel	N/A

2.8.3. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestones, delivery criteria and payment timelines are noted below in the Milestone section.

On a monthly basis, the **SpryPoint** Project Manager will submit a list of milestones that have been completed for review and approval to **Client** Project Manager. Service deliverables shall be accepted or rejected within seven (7) consecutive business days from the time of submittal for acceptance. Service deliverables will be considered accepted with written approval from the **Client**. In the event the **Client** does not provide written approval or feedback within the agreed upon time period **SpryPoint** may invoice the milestone. The use or partial use of any service deliverable in a Production Environment constitutes acceptance of that service deliverable but only to the extent of such use or partial use.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective service deliverable to the **Client** Project Manager, or the **Client** designee, for consideration no more than 7 consecutive business days from the end of a calendar month for invoice consideration review.
- **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) in accordance with Exhibit B – Price Schedule. 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.

2.8.4. Scope & Project Change Management

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

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

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- And estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated 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.
- Assess and determine impact on the overall program
- 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
- Communicate the change to the SpryPoint Program Manager

Once the change order is signed, the change order impact will be updated in the program schedule.

Change orders will be completed at a rate of \$200 USD/hour

2.8.5. 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.

2.8.6. 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 3	Alight Program Executive	Executive Sponsor
Level 2	Project Manager	Project Manager
Level 1	Implementation Specialist	Core Team Members

2.8.7. Project Working Times

Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions and/or any time will be completed Monday through Friday, 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. 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 four (4) weeks in advance.

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
Memorial Day	May 27	May 26	May 25
Independence Day	July 4	July 4	July 3 (observed)

Labor Day	September 2	September 1	September 7
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 27	November 27	November 26
Christmas Day	December 25	December 25	December 25

3. Integrations, Enhancements & Product Development

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

3.1. 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.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint**, it is outside the scope of this project. Some examples are configuration in third party application, the need for a third party to add information to an API, etc. SpryPoint is not responsible for any costs associated with third party applications. For example, if there is a cost for a third party vendor to supple a test environment. This cost would be outside of the scope or responsibility of SpryPoint.*

For each integration requiring product development, SpryPoint will work with Client to document business requirements in a Business Requirement Document (BRD) for the Client and SpryPoint product teams to review and approve. Once the BRD has been mutually approved, development processes may be initiated.

Integration Name	SpryPoint Product being integrated with	Integration Details
Workday ERP	SpryCIS	Responsibility for the Integration between SpryCIS and Workday using Account Center will be managed by Alight.
NexGen Enterprise Asset Management	SpryCIS	<p>Please note that our solution includes that all meter operations will be completed using SpryMobile. There are numerous benefits to using SpryMobile for all meter activities as it is tightly integrated out of the box with the SpryPoint platform and is purpose-built for Service Orders.</p> <p>SpryPoint has not integrated with NexGen to date, however, we have integrated with other CMMS and EAM applications for other customers. Please note that additional scoping with NexGen will be required to confirm the exact integration approach, however, as an API first platform, SpryPoint's preferred approach is via API.</p> <p>Please note that SpryCIS must serve as the system of record for meters, although we can synchronize meters with NexGen as required.</p> <p>Please note that the description below is intended to provide an overview of how SpryPoint will integrate with the EAM application. Should deviation from this scope be identified, an updated scope definition will be authored and may be subject to change order.</p> <ul style="list-style-type: none">Individual service order types will be configured in SpryCIS to synchronize orders with SpryMobile for meter-related work or to NexGen for asset-related work. Orders can also be synchronized with both systems if required. Configuration settings will

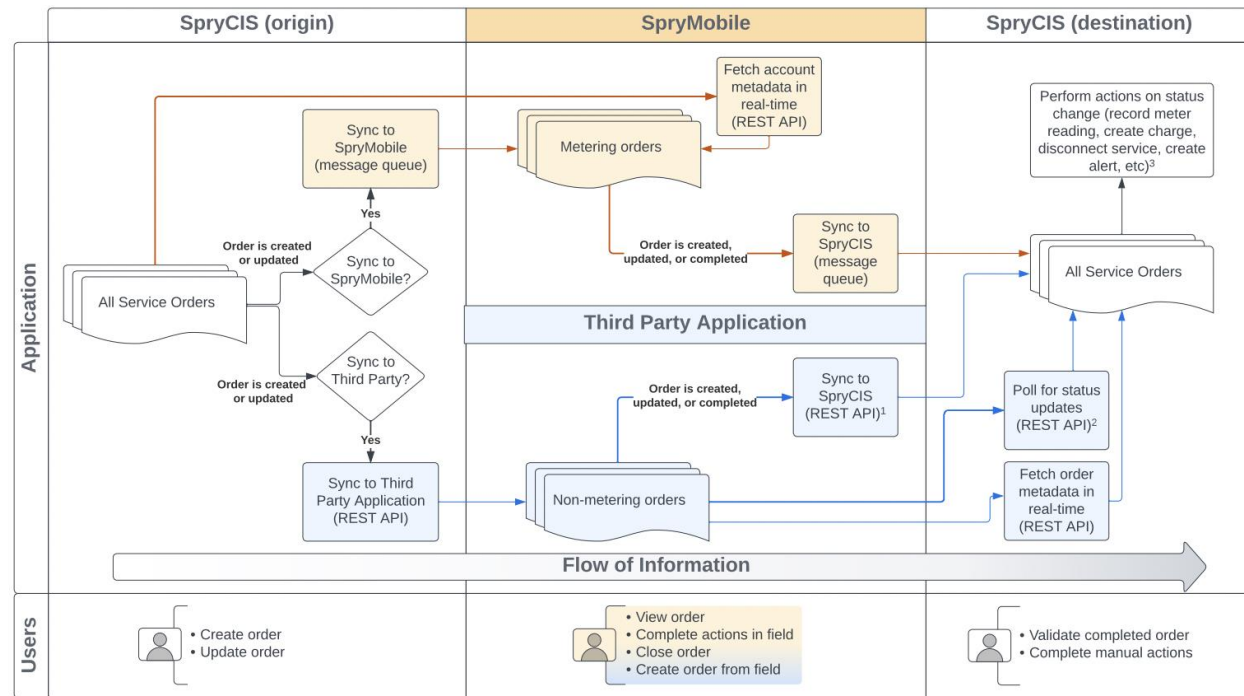


		<p>allow the District to choose whether to sync the order to NexGen upon creation of the order or upon completion.</p> <ul style="list-style-type: none">• If the District wishes to sync service orders of a specific type to NexGen, the integration will align SpryCIS service order type to a NexGen order template. <p>When an order is created or updated in SpryCIS:</p> <ul style="list-style-type: none">• Synchronize the order to SpryMobile, NexGen, or both, depending on the configuration of the service order type.• Data that will be sent to NexGen will include<ul style="list-style-type: none">▪ SpryCIS order number▪ Service Order Status▪ Service order type▪ Scheduled date▪ Comments• After syncing the order in NexGen, we recommend that the NexGen Work Order identification number be cross referenced with the SpryCIS service order number, to enable future updates to sync properly. <p>A synchronization job will fetch order status updates from NexGen. The frequency of the synchronization job will be identified by SpryPoint based on our technical evaluation of the NexGen integration capabilities:</p> <ul style="list-style-type: none">• For every non-complete service order in SpryCIS that is linked to a NexGen work order ID, check the status in NexGen.• Data that may be synced from NexGen to SpryCIS:<ul style="list-style-type: none">▪ Status
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		<ul style="list-style-type: none">▪ Scheduled date▪ Field Comments• Upon synchronization to SpryCIS, process any service order actions that are configured on the service order type. <p>On the service order page in SpryCIS:</p> <ul style="list-style-type: none">• If a service order has been synced to NexGen, users can click a "View in NexGen" button to open the NexGen order.• If a service order has been synced to NexGen, users can click the "Get Status from NexGen" button to fetch all fields related to the NexGen order, including default fields, custom fields, and comments. <p>Below is a diagram which outlines the typical field order workflow process when integrating with a third-party Enterprise Asset Management (EAM) application:</p>
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Field Work Process Flow



SpryCIS to Field Work Applications Sync

- service order number
- status
- scheduled date
- comments
- metadata (account, service address, route, contact info, balance, etc)
- meters (registers, remotes, unit, last reading)
- installed equipment

Field Work Applications to SpryCIS Sync

- external service order number
- status
- scheduled date
- comments

SpryMobile only:

- meter operations (readings, installations, removals, replacements)
- latitude and longitude

Notes:

1. Real-time syncing of data from the field application to SpryCIS is only possible if the field work application has the ability to perform a callback once an order is created, updated, or completed. Cityworks does not have this functionality.
2. The status check can be scheduled at any frequency. It will check for status updates on any service orders that are in "Pending" status in SpryCIS, and linked to an external service order. This is only necessary if the field work application does not have a real-time callback (see 1).
3. The meter-related actions (reading/installing/removing/replacing a meter) are only possible when syncing order data from SpryMobile. The meter structure in SpryMobile is built to mirror the same structure as SpryCIS.

Paymentus EBPP	SpryCIS & SpryEngage	<p>SpryPoint's integration with Paymentus provides payment processing functionality with full two-way integration between SpryCIS and Paymentus, and two-way integration between SpryEngage and Paymentus.</p> <p>Features of the SpryCIS - Paymentus integration include:</p> <ul style="list-style-type: none"> ▪ Scheduled job for Customer Information File (CIF) generation and upload to Paymentus ▪ Real-time payment notification from Paymentus ▪ Real-time autopay updates from Paymentus ▪ Real-time customer lookup from Paymentus - gathers real-time balance and collection status, before a payment is made through SpryEngage or IVR ▪ Card-present payment initiated from SpryCIS receipting page with real-time callbacks on successful card-present payments <p>Features of the SpryEngage - Paymentus integration include:</p> <ul style="list-style-type: none"> ▪ Embedded Single Sign On (SSO) ▪ Embedded Paymentus pages within SpryEngage to support autopay enrollment, one-time payments, and managing wallets. ▪ When payments are made via Paymentus within SpryEngage, send updates back to SpryCIS in real-time.
Portologic (Waste Hauling)	SpryCIS	<p>SpryPoint will create a scheduled and automated file-based integration to bring pertinent information from Portologic into SpryCIS for billing purposes.</p> <ul style="list-style-type: none"> • Import charges into SpryCIS from a CSV/Excel, apply to a non-utility account • Invoice customers monthly. Include details on volume, date, customer, rate, total amount.

RTL Remittance Processing	SpryCIS	SpryPoint will create an integration with RTL For Remittance Processing. OPEX scanners will be used for checks and RTL will generate a Check21 file that will be sent to the bank via SFTP. RTL will create a file which will be imported into SpryCIS to credit the customers.
Various Payment Import Files	SpryCIS	SpryCIS includes a standard feature for file-based payment import, offering support for configuring payment file formats, including both fixed-width and delimited types like comma-separated values (CSV). This feature provides the ability to accommodate various lockbox/payment import processes without needing additional development. Users can upload payment files in SpryCIS either manually through the user interface, or by using an API call.
InfoSend Bill Print	SpryCIS	<p>SpryPoint has an existing relationship with Infosend and has completed this integration for several other customers. SpryPoint will create and manage the bill template and collections letters as part of the project. SpryPoint will build the template and letters based on the requirements of both the client and InfoSend, to be mutually agreed upon by all parties. SpryPoint will create a collated PDF file upon bill generation and processing collections batches. This PDF file can automatically be uploaded to an SFTP, if configured. SpryPoint can be configured to also include a text-based bill export metadata file if InfoSend requires it. InfoSend will be responsible for address validation, sorting, printing, and mailing the statements and collections letters.</p> <p>All PDF copies of bills are stored and available within the SpryPoint platform and do not need to be stored elsewhere (InfoSend or Paymentus).</p>
Itron AMR	SpryCIS	SpryCIS supports standard meter reading integration with both Itron MV-RS and Itron FCS. MV-RS and FCS integrations are based on standard file-based AMR download and upload directly within SpryCIS. These meter reading integrations support compound meters and multi-register electric meters, as well as supporting automations for handling skip and trouble codes to automate meter-reading-related field activities.

Coast Professional Collection Agency File	SpryCIS	<p>As part of the collections process within SpryCIS, a collection step can initiate the accounts that become eligible for agency collection. These parameters include dollar threshold, number of days past due, prior collection steps processed before and account status. At this point a user can confirm the accounts being processed to a collection agency, which will track the event on the account and as an alert for easy visibility by all users.</p> <p>Based on the processed collections events, SpryCIS can create an export file for the collection agency which is typically exported in a CSV format. The CSV format can be configured to match the requirements of the collection agency. During discovery, SpryPoint will work with the collections agency to identify if additional fields are needed to support the requirements of the collection agency.</p> <p>SpryPoint will also configure a payment import file format to allow import of payments from the collection agency to be applied against accounts in SpryCIS.</p>
Everbridge	SpryCIS	<p>SpryCIS includes native communication functionality which will allow the District to manage communication with customers via email, SMS and outbound voice. As discussed during the sales process, the majority if not all communications with customers will be managed directly within the SpryPoint platform which may eliminate the need for this interface.</p> <p>If an integration with Everbridge is required for communication with Customers, SpryPoint can provide API endpoints or a regular file export of customer and account information to be used in Everbridge.</p>
Aurigo Masterworks	SpryCIS	<p>Aurigo Masterworks is used for Project Management and Resource Planning. Once a construction project kicks off, Masterworks will take charge of resource allocation, work structuring, and project expense tracking.</p> <p>SpryPoint will integrate SpryCIS with Masterworks via URL links between the SpryCIS project & accounts to the project page in Masterworks. This will facilitate convenient cross-application browsing. It is not expected that a database-level integration will be required.</p>

Land Management – Blue Beam	SpryCIS & SpryEngage	SpryPoint will integrate SpryCIS with BlueBeam via URL links between the SpryCIS project & accounts to the project page in BlueBeam. This will facilitate convenient cross-application browsing. It is not expected that a database-level integration will be required.
ESRI	SpryCIS & SpryEngage	<p>SpryCIS and SpryMobile include standard Esri ArcGIS integration capabilities. These capabilities include:</p> <ul style="list-style-type: none"> • Administrators may configure SpryCIS and SpryMobile to connect to ArcGIS web services using basic or OAuth2.0 authentication. • Administrators may configure layers from ArcGIS web services (Feature Services, Map Services and Image Services) directly within the SpryPoint applications. These layers are overlaid on maps and easily toggled on or off. This allows users of SpryMobile and SpryCIS to view their infrastructure components, to pan, zoom, search and select, and ultimately perform operations by location and proximity to drive their workflows. Attribute data that describes various infrastructure components is pulled from the customer's GIS through these services for display on maps. • SpryMobile supports the automatic update of SpryMobile asset records when new assets are created or updated in ArcGIS Online, as well as a reverse process to push any assets created or modified in SpryMobile back to ArcGIS Online. This is only supported on work orders and asset management, not meter-related orders. • Where GIS is the system of record for premises-related data such as street address, drainage basin, pressure zone, etc, a customer may wish to export their premises data from a GIS to SpryCIS. SpryCIS can ingest a premises master data file from GIS to update premises details to match the value in GIS • In cases where your GIS administrators wish to use data within SpryPoint applications in GIS layers, SpryPoint includes a read-only database service which can be used as a data source for GIS services. GIS administrators can also access and export data from SpryCIS using built-in report tools such as Metabase.

GeoTab AVL	SpryMobile Mobile Field Service	SpryPoint will receive and display real-time vehicle location data from GeoTab AVL within SpryCIS. SpryMobile provides a built-in endpoint for GeoTab vehicle updates. This information is logged and used to update vehicle location information for more accurate location data than is typically possible via location services on a mobile device.
Workday Inventory	SpryMobile Mobile Field Service	SpryPoint will create an interface where inventory will be synchronized from Workday to SpryMobile at a scheduled interval which will allow field technicians to issue inventory for billable service orders.

3.2. Enhancements

This table outlines all product enhancements that will be delivered as part of the scope of this project . While it is the desire to have all enhancements ready for go live both parties may mutually agree that some enhancements and/or features of some enhancements may be delivered post live.

001		Land Management	Land management within utility projects encompasses a wide array of activities and processes necessary for the effective planning, development, and maintenance of utility-related infrastructure. This field involves the coordination and administration of various project applications, parcel and land data management, as well as compliance with regulatory frameworks and community standards. Key to efficient land management is the ability to seamlessly integrate project tracking, document management, and communication between applicants, consultants, and internal staff.	SpryCIS, SpryEngage, SpryMobile
Enhancements				

			<p>New SpryCIS entities:</p> <ul style="list-style-type: none"> • Project (with workflow statuses, terms & conditions/document confirmation) • Project Application Submittal -> Versioned, with review deadlines and assignment of tasks • Project Application Type -> to drive defaults and save duplicate / repetitive work, as well as required approvals • Securities – can be deposits or other non-cash items. • Link from projects to parcels as well as premises. • Subprojects & Parent Projects. Projects can roll up multiple levels, but any project can have zero or one parent projects • Tracking project warrantees, expiry dates • Milestones on projects • Workflows for project / plan review should be in Bluebeam, probably also represented in CIS data model as tasks <p>SpryEngage:</p> <ul style="list-style-type: none"> • Application/submission forms, status views, payment on securities etc <p>SpryMobile:</p> <ul style="list-style-type: none"> • additional SO operations will be added for inspections and field data collection. 	
002		Canal Billing	<p>To support Irrigation canal billing, and its unique business processes and requirements, SpryPoint will complete the following:</p> <ul style="list-style-type: none"> • Create a new service category and type. This is not to be confused with residential irrigation or other non-canal irrigation. • Create new service point type for Irrigation Canal. This will include a new field for Canal • Create a new meter type for Irrigation Canal billing. This takes in water readings in units like miner's inch and converts to billing units. 	SpryCIS, SpryEngage, SpryMobile

		<p>As part of this functionality, the meters can be active for more than one service point at a time (for different accounts). Therefore, SpryPoint will:</p> <ul style="list-style-type: none">▪ prorate / split consumption for each daily reading based on the water order.▪ support another “adjustment” reading type, as these are often adjusted prior to billing <p>SpryPoint will allow for the creation of Water Orders as per the below:</p> <ul style="list-style-type: none">• Provide the ability in SpryCIS to create a water order• Provide the ability in SpryEngage via a form to create Water Order.• These will also have operations such as on, off, and run which will support SpryMobile data entry and CIS SO Actions. <p>Other supported functionality include:</p> <ul style="list-style-type: none">• Measurement units: miner’s inch• Rate variables: total irrigation water (calculated), scheduled on’s, schedule off’s• Reports: daily work sheets for canal operations including ons, offs, and runs (readings)• SpryMobile: will be updated to support my work, but for canal operations including ons, offs, and runs (readings) <p>Functionality will be added to support Irrigation Water Availability Assessment. Assessments will be similar to a charge, but money is not actually collected against an assessment. The assessment is calculated once per year. Water that is sold under irrigation billing will be credited to the water assessment amount. At the end of the year, if an assessment amount is owing, it can be paid or transferred to taxes.</p>	
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4. Project Assumptions

The following project assumptions apply to this project:

4.1. 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 USD Dollars and do not include any applicable taxes.
3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
4. The **Client** and **SpryPoint** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
5. All changes to the SOW shall be managed in accordance with the Agreed upon Change process.
6. The **Client** will make resources available to assist with data extraction, data mapping, and preliminary data validation during the conversion efforts.
7. **SpryPoint** will provide the specified number of staff, as described in the detail project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
8. If on-site activity is required, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. The **Client** will ensure Project Team members are available for meetings with two business days for remote and 5 business days for on-site., when possible, workshops, discussions, and conference calls upon request by **SpryPoint**. Project Team members will respond to information requests by **SpryPoint** staff.
11. Whenever possible, the Project Team may consider alternative meeting options such as Zoom and Conference Calls.

12. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
13. **SpryPoint** will assume responsibility for the successful completion of this SOW.
14. **SpryPoint** will assume overall responsibility for conducting all project related administration activities including the development and administration of a work plan that clearly indicates all the **Client** tasks and responsibilities.
15. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
16. The **Client** is willing to implement **SpryPoint's** "Best Practices" to ensure there are no software enhancements except for those outlined in this SOW.
17. **Client** will ensure there are test system required for testing of integrations to third party systems.
18. **Client** is responsible to manage all third-party vendor relationships.
19. All roles and responsibilities are outlined and governed by the project RACIS document.
20. Knowledge transfer to **Client** will be completed organically by working closely with **Client** BAs, SMEs and users throughout the project.
21. Meeting cadence will be confirmed at project outset - weekly, monthly meetings and attendees to be identified.

4.2. 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.

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 \$75.00 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.
- To help reduce travel cost both SpryPoint and the Client agree to a 1-month lead time for onsite travel.

6. Appendices



6.1. Milestone Schedule

Milestones				
Milestone	Phase	Milestone Name	Milestone Description	Amount
1	Project Management	PM Month 1	PM activities per the SOW	\$15,360.00
2	Project Management	PM Month 2	PM activities per the SOW	\$15,360.00
3	Project Management	PM Month 3	PM activities per the SOW	\$15,360.00
4	Project Management	PM Month 4	PM activities per the SOW	\$15,360.00
5	Project Management	PM Month 5	PM activities per the SOW	\$15,360.00
6	Project Management	PM Month 6	PM activities per the SOW	\$15,360.00
7	Project Management	PM Month 7	PM activities per the SOW	\$15,360.00
8	Project Management	PM Month 8	PM activities per the SOW	\$15,360.00
9	Project Management	PM Month 9	PM activities per the SOW	\$15,360.00
10	Project Management	PM Month 10	PM activities per the SOW	\$15,360.00

11	Project Management	PM Month 11	PM activities per the SOW	\$15,360.00
12	Project Management	PM Month 12	PM activities per the SOW	\$15,360.00
13	Project Management	PM Month 13	PM activities per the SOW	\$15,360.00
14	Project Management	PM Month 14	PM activities per the SOW	\$15,360.00
15	Project Management	PM Month 15	PM activities per the SOW	\$15,360.00
16	Project Management	PM Month 16	PM activities per the SOW	\$15,360.00
17	Project Management	PM Month 17	PM activities per the SOW	\$15,360.00
18	Project Management	PM Month 18	PM activities per the SOW	\$15,360.00
19	Project Management	PM Month 19	PM activities per the SOW	\$15,360.00
20	Project Management	PM Month 20	PM activities per the SOW	\$15,360.00
21	Project Management	PM Month 21	PM activities per the SOW	\$15,360.00
22	Project Management	PM Month 22	PM activities per the SOW	\$15,360.00
23	Project Management	PM Month 23	PM activities per the SOW	\$15,360.00
24	Project Management	PM Month 24	PM activities per the SOW	\$15,360.00
25	Project Management	PM Month 25	PM activities per the SOW	\$15,360.00

26	Analysis	Project Kickoff	Complete the following Deliverables: - Mobile Project Team - Conduct Project Kickoff - Prepare project infrastructure - Detailed Analysis Workshop schedule complete	\$3,200.00
27	Analysis	Environment Deployment	Complete the following deliverables: - Staging and Prod environments setup with one client user setup	\$3,200.00
28	Analysis	System Overview	Complete the following deliverables: - System Overview Training	\$8,000.00
29	Analysis	Analysis Workshops 1	Complete the following deliverables: - Customer Care Analysis Workshops - Premises Analysis Workshops	\$22,000.00
30	Analysis	Analysis Workshops 2	Complete the following deliverables: - Billing Analysis Workshops - Payments Analysis Workshops - Collections Analysis Workshops	\$22,000.00
31	Analysis	Analysis Workshops 3	Complete the following deliverables: - Bill Template Analysis Workshop - Finance & Admin Analysis Workshop	\$20,000.00
32	Analysis	Analysis Workshops 4	Complete the following deliverables: SpryEngage Workshop SpryMobile Analysis Workshop	\$19,200.00
33	Analysis	Analysis Report Delivery	Complete the following deliverables: - Deliver Analysis Report to client for review	\$16,000.00

34	Analysis	Analysis Report Signoff	Complete the following deliverables: - Analysis Report Updates -Analysis Report Review & Approval	\$8,000.00
35	Analysis	Analysis Workshop - Integrations	Complete the following deliverables: -Analysis workshop for integrations	\$8,000.00
36	Analysis	Analysis Workshop - Reports & Dashboards	Complete the following deliverables: -Analysis workshop for reports -Analysis workshops for dashboards	\$8,000.00
37	Analysis	Report & Dashboard Plan	Complete the following deliverables: - Deliver Report Plan	\$16,000.00
38	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan	\$4,800.00
39	Analysis	Organization Change Management 1	Complete the following deliverables: - Deliver Organizational Change Management Plan Deliver OCM Presentation	\$18,000.00
40	Analysis	Data Conversion Strategy Data Mapping	Complete the following deliverables: - Data Conversion Strategy & Data Mapping	\$24,000.00
41	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	\$36,000.00

			6. Penalty Type - Configuration in staging environment	
42	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 GL Accounts 5. Services Types 6. Tax Schedules - Configuration in staging environment	\$36,000.00
43	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 - Configuration in staging environment	\$36,000.00
44	Configuration	Configuration 4	Complete the following deliverables: Workbook updates for the following workbook tabs: 1. Account Statuses 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	\$36,000.00

			11. Deposit Types 12. Credit Memo Type 13. Global Config 14. Measurement Types - Configuration in staging environment	
45	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	\$36,000.00
46	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)	\$36,000.00

			9. Summer Sewer Configuration - Configuration in staging environment	
47	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	\$36,000.00
48	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	\$36,000.00

49	Configuration	Configuration 9	Complete the following deliverables: - SpryMobile Initial Configuration completed and SpryMobile ready for client testing	\$36,000.00
50	Configuration	Configuration 10	Complete the following deliverables: - SpryEngage Initial Configuration & ready for client testing	\$36,000.00
51	Configuration	Data Iteration 1	Complete the following deliverables as required for Data Iteration 1: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$25,000.00
52	Configuration	Data Iteration 1.1	Complete the following deliverables as required for Data Iteration 1.1: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$25,000.00
53	Configuration	Data Iteration 2	Complete the following deliverables as required for Data Iteration 2: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$25,000.00
54	Configuration	Data Iteration 2.1	Complete the following deliverables as required for Data Iteration 2.1:	\$25,000.00

			<ul style="list-style-type: none"> - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment 	
55	Configuration	Data Iteration 2.2	Complete the following deliverables as required for Data Iteration 2.2: <ul style="list-style-type: none"> - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment 	\$25,000.00
56	Configuration	Data Iteration 3	Complete the following deliverables as required for Data Iteration 3: <ul style="list-style-type: none"> - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment 	\$25,000.00
57	Configuration	Data Iteration 3.1	Complete the following deliverables as required for Data Iteration 3.1: <ul style="list-style-type: none"> - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment 	\$25,000.00

58	Configuration	Integration - SpryCIS - Workday ERP (GL, AP)	Complete the following deliverables: Integration in staging environment and ready for testing	\$16,000.00
59	Configuration	Integration - SpryCIS - NextGen EAM	Complete the following deliverables: Integration in staging environment and ready for testing	\$64,000.00
60	Configuration	Integration - Paymentus EBPP & IVR	Complete the following deliverables: Integration in staging environment and ready for testing	\$0.00
61	Configuration	Integration - Portologic (Waste Hauling)	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
62	Configuration	Integration - RTL First Remittance Processing	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
63	Configuration	Integration - Payment Import Files	Complete the following deliverables: Integration in staging environment and ready for testing	\$16,000.00
64	Configuration	Integration - Bill Print (InfoSend)	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
65	Configuration	Integration - Itron AMR (MVRS & FCS)	Complete the following deliverables: Integration in staging environment and ready for testing	\$12,800.00
66	Configuration	Integration - Collection Agency File	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00

67	Configuration	Integration - Opex (Check Scanning)	Complete the following deliverables: Integration in staging environment and ready for testing	\$4,800.00
68	Configuration	Integration - Everbridge	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
69	Configuration	Integration - Masterworks	Complete the following deliverables: Integration in staging environment and ready for testing	\$24,000.00
70	Configuration	Integration - Blue Beam	Complete the following deliverables: Integration in staging environment and ready for testing	\$24,000.00
71	Configuration	Integration - Esri GIS (ArcGIS)	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
72	Configuration	Integration - Geotab AVL	Complete the following deliverables: Integration in staging environment and ready for testing	\$4,800.00
73	Configuration	Integration - Workday Inventory	Complete the following deliverables: Integration in staging environment and ready for testing	\$8,000.00
74	Configuration	Enhancement - Land Management Requirements	Complete the following deliverables: Enhancement requirements document signed off by Client	\$56,000.00
75	Configuration	Enhancement - Land Management Delivery	Complete the following deliverables: Enhancement in staging environment and ready for testing	\$56,000.00

76	Configuration	Enhancement - Canal Billing	Complete the following deliverables: Enhancement requirements document signed off by Client	\$56,000.00
77	Configuration	Enhancement - Land Management Delivery	Complete the following deliverables: Enhancement in staging environment and ready for testing	\$56,000.00
78	Configuration	Reporting 1	Complete the following deliverables: - 50% Updates and custom reports per the Report & Dashboard plan in staging environment for client review	\$32,000.00
79	Configuration	Reporting 2	Complete the following deliverables: - Remaining 50% Updates and custom reports per the Report & Dashboard plan in staging environment for client review	\$32,000.00
80	Configuration	Dashboards 1	Complete the following deliverables: - 50% Updates and custom dashboards per the Report & Dashboard plan in staging environment for client review	\$32,000.00
81	Configuration	Dashboards 2	Complete the following deliverables: - Remaining 50% Updates and custom Report & Dashboards per the dashboard plan in staging environment for client review	\$32,000.00

82	Configuration	Organization Change Management 2	Complete the following deliverables: - Risk Assessment -PCT Assessment -Sponsor Assessment -P-P-P-P Exercise -Sponsor Interview -Group Impact Assessment -Yesterday-Tomorrow Analysis -OCM Scope and Goals Summary -OCM Strategy Presentation -Customer Bill Statement Communication Plan	\$18,000.00
83	Test	Core Team Training	Complete the following deliverables: - Completed training for Core team Members	\$16,000.00
84	Test	Functional Test Cases	Complete the following deliverables: - Deliver to client out of the box Functional Test Cases	\$8,000.00
85	Test	Integration Test Cases	Complete the following deliverables: - Deliver to client out of the box Integration Test Cases	\$8,000.00
86	Test	User Acceptance Test Cases	Complete the following deliverables: - Deliver to client out of the box User Acceptance Test Cases"	\$8,000.00
87	Test	Bill Validation Testing Round 1	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$18,000.00
88	Test	Bill Validation Testing Round 2	Complete the following deliverables: - Complete Bill Validation Activities - Bill Validation report delivered to client	\$18,000.00

89	Test	Bill Validation Testing Round 3	Complete the following deliverables: - Complete Bill Validation Activities - Bill Validation report delivered to client	\$18,000.00
90	Test	Bill Validation Testing Round 4	Complete the following deliverables: - Complete Bill Validation Activities - Bill Validation report delivered to client	\$18,000.00
91	Test	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing -Draft end user training material	\$32,000.00
92	Test	Functional Testing First Round	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$33,000.00
93	Test	Functional Testing Final Round	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$33,000.00
94	Test	Integration Testing First Round	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$33,000.00
95	Test	Integration Testing Final Round	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$33,000.00
96	Test	User Acceptance Testing First Round	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$18,000.00
97	Test	User Acceptance Testing Final Round	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff - Client system walkthrough completed	\$18,000.00

98	Test	Performance Testing R2	Complete the following deliverables: - Execute Performance Testing - Performance Testing Signoff	\$4,800.00
99	Deploy	End User Training 1	Complete the following deliverables: - CSRs and Billing end users trained	\$32,000.00
100	Deploy	End User Training 2	Complete the following deliverables: - Field Service end users trained	\$16,000.00
101	Configuration	Organization Change Management 3	Complete the following deliverables: -Conduct Initial ADKAR Assessment -OCM Communication Plan -OCM Coaching Plan -OCM Resistance Management Plan	\$18,000.00
102	Deploy	End User Training 3	Complete the following deliverables: - All other end users trained	\$11,200.00
103	Deploy	Organization Change Management 4	Complete the following deliverables: - Conduct Follow-up ADKAR Assessment R1 -Adapt Finding Into Plans R1 -Conduct Follow-up ADKAR Assessment R2 -Adapt Finding Into Plans R2	\$18,000.00
104	Deploy	Mock Go-Live 1	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled -Mock Go-Live Successfully Executer -Mock Go-Live Sign off	\$24,000.00

105	Deploy	Mock Go-Live 2	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled -Mock Go-Live Successfully Executer -Mock Go-Live Sign off	\$24,000.00
106	Deploy	Data Iteration 4	Complete the following deliverables as required for Data Iteration 4: Update mapping as required Run data import scripts Create & deliver data conversion validation reports Load iteration data in environment	\$25,000.00
107	Deploy	Go-Live	Complete the following deliverables: - Go Live Plan Developed - Go/No Go Decision - Go Live Activities Completed - SpryPoint - Go Live Signoff - Issue Log Updated	\$40,000.00
108	Operate	Post Go-Live Support Month 1	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$160,000.00
109	Operate	Post Go-Live Support Month 2	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$96,000.00
110	Operate	Post Go-Live Support Month 3	Complete the following deliverables: - Client Executing business in Production	\$48,000.00

			<ul style="list-style-type: none">- Completed month end- Updated and prioritized punch list	
111	Operate	Post Go-Live Support Month 4	Complete the following deliverables: <ul style="list-style-type: none">- Client Executing business in Production- Completed month end- Updated and prioritized punch list	\$24,000.00
112	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- Post implementation Evaluation Report	\$16,000.00
Total				\$2,580,800



Exhibit B – Pricing Schedule

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

sprypoint.com



Statement of Confidentiality

The contents of this proposal 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.



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Introduction

This Pricing Schedule is made by and between the Parties identified below on the date indicated as of the execution of the Master Subscription Agreement ("*Effective Date*").

The contents within this document will be governed by the terms and conditions of the Master Agreement between the Parties. This Pricing Schedule is governed by and incorporates the following documents in effect as of the effective date.

SpryPoint SaaS Products and Pricing

SpryPoint SaaS Products

The business scope of SpryPoint's software-as-a-service application(s) are defined as follows:

SpryCIS - Customer Information System

SpryCIS provide functions and processes to support customer service and customer account management, meter reading and consumption/usage collection and information, meter equipment/inventory records and location data, other billing related inventory records, field service order requests, rate, fee and tariff storage to be used in mass calculation, billing calculation and production of billing statements, and financial processing to include processing of payments, adjustments, past due collections actions and notifications, unpaid debt processing, and financial reconciliations.

Integration as defined within Exhibit A - Implementation Statements of Work and final accepted work product

Reporting/Data Access as defined within Exhibit A - Statements of Work and final accepted work product

SpryEngage – Customer Engagement Platform

SpryEngage will, at a minimum, provide the functions and processes to support Customer Self-Service and Engagement including:

Customer Facing

- Customer Registration & Login
- Mobile Access via responsive web design
- Customer Dashboard
- Profile Management

- Alert Sign-up & delivery
- Guest Access
- Interactive Consumption Presentation
- Bill Display
- Electronic Billing
- Payment Processing
- Electronic Forms Submissions

Administrative

- Administrative Dashboard
- Reporting & Analytics
- Customer Masquerading
- Operational Alerts
- Form Creation & Administration

SpryMobile – Mobile Field Service

SpryMobile will, at a minimum, provide the functions and processes to support the creation of short cycle work including at a minimum:

- Service orders,
- Scheduling
- Dispatch
- Mapping
- GIS Layers
- MyWork
- Notifications
- Real-Time Connectivity back to SpryCIS.

SpryMobile will provide the ability to accept, process, complete and utilize relevant data from SpryCIS, and allow field users to process updates and notifications in real-time.

Integration as defined within Exhibit A - Implementation Statements of Work and final accepted work product

Reporting/Data Access as defined within Exhibit A - Implementation Statements of Work and final accepted work product

SaaS Pricing Schedule

The tables below provide the details of the SpryPoint Software-as-a-Service products purchased, the usage metrics and amounts, and the annual fees for the initial subscription term.

SaaS Software Usage Metrics

Usage Metric Limitations reflected below represent the maximum annual quantity of Usage Metrics over a 12-month period and are for Production Environment only. Client is licensed "up to" the Usage Metric limitation.

SpryPoint SaaS Application Name/Module	Environments Included during implementation*	Environments included after go-live*	Usage Metric	Quantity Subscribed
SpryCIS – Customer Information System	Production (1) Staging (1) Sandbox (1)	Production (1) Sandbox (1)	Active Accounts	115,000
SpryEngage – Customer Engagement Platform	Production (1) Staging (1)	Production (1)	Active Accounts	115,000
SpryMobile – Mobile Field Service	Production (1) Sandbox (1)	Production (1)	Active Accounts	115,000

*Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (Eg, Test & Train). If additional dedicated environments are required post go-live there may be additional fees required.

Annual SaaS Subscription Fees

The annual subscription fees reflected below are based on the Usage Metric quantities subscribed above.

Year	Price per metric (in blocks of 500)			Annual Subscription Fees
	SpryCIS	SpryEngage	SpryMobile	
1	\$3.35	\$0.84	\$0.42	\$530,000
2	\$3.35	\$0.84	\$0.42	\$530,000
3	\$4.55	\$1.14	\$0.57	\$720,000
4	\$4.55	\$1.14	\$0.57	\$720,000
5	\$4.55	\$1.14	\$0.57	\$720,000
6	\$4.74	\$1.18	\$0.59	\$748,800
7	\$4.92	\$1.23	\$0.62	\$778,752
8	\$5.12	\$1.28	\$0.64	\$809,902
9	\$5.33	\$1.33	\$0.67	\$842,298
10	\$5.54	\$1.38	\$0.69	\$875,990

Usage Metric Definitions

Accounts

Accounts are defined as "Active Accounts" within the CIS. An account is no longer considered Active when it is ineligible to receive a Statement and is no longer subject to ancillary processes such as penalties, collections routines or external communication from SpryCIS. Active accounts are audited based on a variance of +/-500 accounts for the purposes of pricing updates as outlined in the auditing process below.

Full Users

Full Users are defined as users who can access all SpryMobile's functionality to create, edit, and share data.

Light Users

Light Users are defined as users who have read only access to data within SpryMobile.

Archived Users

Archived Users are defined as user accounts that are no longer active or required. It is the Client's responsibility to archive users. All records associated with the archived user are maintained within the application for data integrity and activity logging, but archived users are not able to login or access resources within the application.

Testable Assembly

Testable Assembly is defined as an assembly which is associated with a location and is subject to test notices and test entry submission, regardless of the frequency of notices and entry.

Usage Metric Verification Process

Client has access to self-service metric usage 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 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 defined above will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began.

SaaS Products and Subscription Initial Term

The Initial Term of this agreement shall be for a period of ten (10) years.

Annual Renewal

Unless stated otherwise, the Initial Term and any subsequent renewals will automatically renew for terms of 12 months, unless Client notifies SpryPoint of their intention not to renew.

Annual Escalation

When the initial term comes to an end, each subsequent renewal will be subject to a pricing adjustment which will occur at 4% per year.

Initial Implementation Fees

The description of the initial Implementation is included within Exhibit A - Statement of Work (SOW) of the Master Subscription Agreement. All invoicing, fees and payment Milestone schedules associated with the SOW are incorporated within Exhibit A.

Billing/Invoicing

Annual SaaS fees are due upon contract execution and will be invoiced in US Dollars at the yearly anniversary each subsequent year including any metric usage updates. Any Statement of Work or Change Order Fees will be billed according to the Payment Schedule determined within the associated Statement of Work.

Additional Terms

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 Notification services include:

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

The Annual Subscription costs outlined above include 500,000 SMS segments and 500,000 minutes for outbound voice messaging. Any ongoing usage costs above the 500,000 SMS segments and 500,000 minutes will be invoiced quarterly based on actual usage according to the following table.

<u>Service</u>	<u>Rate</u>
Inbound & Outbound SMS Messaging	\$0.02 / 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/year

All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges. Client will pay all communications surcharges associated with your use of the Integrated Notification Services. Communications Surcharges will be shown as a separate line item on an invoice.

The character limit for a single SMS message is technically 160 characters. However, most modern phones and networks support message concatenation which means they split large messages into individual SMS messages (called "segments") and then re-create the large message at the receiving end.

When Client sends an SMS message containing more than 160 characters, the message will be split into smaller messages for transmission. Large messages are split into 153-character 'segments' and sent individually, then re-assembled by the recipient's device. For example, a 161-character message will be sent as two messages: one with 153 characters and a second with eight characters. SpryPoint will invoice Client for every segment sent.

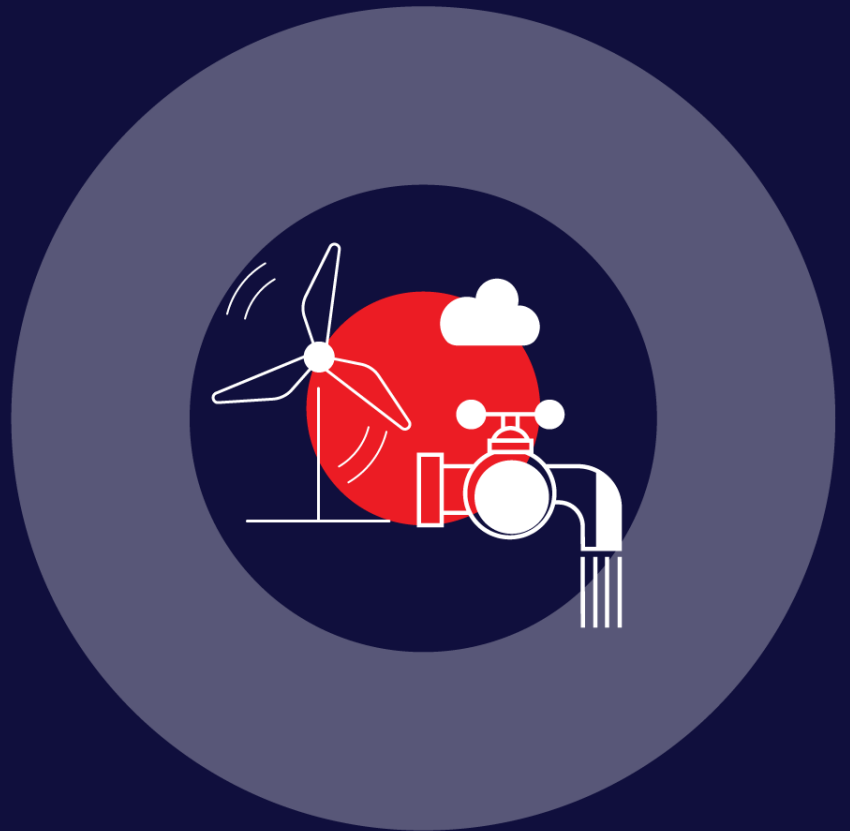


Exhibit C - Service Level Agreement

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

sprypoint.com



1

2₂ **3**₃ **4**_{3.1} **4**_{3.2} **7**_{3.3}
7_{3.4} **8**₄ **8**_{4.1} **8**_{4.2} **9**_{4.3}
10_{4.4} **12**_{4.5} **12**_{4.6} **13**_{4.7} **13**_{4.8}
13_{4.9} **14**_{4.10} **14**₅ **15**_{5.1}
15_{5.2} **15**₆ **16**_{6.1} **16**_{6.2} **16**_{6.3}
17₇ **18**

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

Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software.	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure.	Lead	Assist

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
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 service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A



Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

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

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	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues.	Provide Tier 2 support for all SpryPoint applications which includes:



	<p>SpryPoint's experienced team are available to:</p> <ul style="list-style-type: none">• Assess issues• Provide solutions• Resolve issues• Create new features	<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	<p>A level of product and service support provided by SpryPoint resources (such as product managers or product team)</p>	<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 behaviour.

Configuration Request – a change or update to the behaviour 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 behaviour.

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

Additional detail on the ticket submission process may be found in Appendix A.

4.3 Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 – Urgent	<p>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 work around.</p> <p>Urgent issues have top priority until resolved</p>	1 hour	4 hours	1 hour



	<p>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>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, or financials.</p> <p>Examples of Severity 2 issues includes but are not limited to:</p> <ul style="list-style-type: none">• 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly• Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark)• Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)	2 hours	16 hours	4 hours
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 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	4 hours	160 hours	40 hours

	<ul style="list-style-type: none"> • A work around 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.</p> <p>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 	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.
6. Resolution

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 System Maintenance

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

	<ul style="list-style-type: none"> 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 a 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, Manager, Customer Success

smacleod@sprypoint.com

Office: 902.510.1770

Mobile: 902.213.0950

Chris Scalia, CCO

cscalia@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.



SMART SOLUTIONS FOR SMART UTILITIES

Exhibit D – Insurance Coverage

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

sprypoint.com



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:

- \$3,000,000 Each Occurrence
- \$6,000,000 General Aggregate
- \$3,000,000 Personal and Advertising Injury
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Non-Owned Automobile

2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

- \$2,000,000 Each Occurrence
- \$2,000,000 Annual Aggregate

3. ERRORS AND OMISSIONS AND CYBER INSURANCE

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

- \$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 SpyrPoint'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

5.1 SUBCONTRACTORS. SpyrPoint 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 SpyrPoint, provide the same minimum insurance coverage required of SpyrPoint, except as with respect to limits. SpyrPoint 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.

5.2 EVIDENCE OF COVERAGE. Prior to the commencement of any Services under this Agreement, SpyrPoint 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, SpyrPoint will provide Client all certificates, as applicable, related to the insurance coverage described herein.

The top half of the page features a blue-tinted background image. On the left, there is a large, modern building with a flat roof and some trees in front of it. To the right of the building, a tall, slender communication tower rises into the sky. The SpryPoint logo is overlaid on the left side of this image. The logo consists of the word "SpryPoint" in a white, sans-serif font, with a red dot in the center of the letter 'o'. Below the logo, the tagline "SMART SOLUTIONS FOR SMART UTILITIES" is written in a smaller, white, all-caps sans-serif font.

SpryPoint

SMART SOLUTIONS FOR SMART UTILITIES

Exhibit E – Security Overview



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1. Overview

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

This program uses both technologies and business policies to

- Ensure the confidentiality of client's data from any unauthorized parties;
- Protect the integrity of data; and
- Maintain availability of the service by using scalable hosting with fault tolerance.

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

2. Personnel

2.1. Personnel Overview

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

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

2.2. Security Awareness & Training

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



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

2.3. End User Devices

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

- Mobile Device Management (MDM) software.
- Full Disk Encryption.
- Anti-Malware Software.
- Strong Password policies.
- Secure Password Vault.

2.4. Access Control

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

- | | |
|--|-----------------------------|
| • Access Control Policy | • Asset Management Policy |
| • Business Continuity and Disaster Recovery Plan | • Code of Conduct |
| • Cryptography Policy | • Data Management Policy |
| • Human Resources Security Policy | • Incident Response Plan |
| • Information Security Policy | • Information Security RACI |
| • Operations Security Policy | • Physical Security Policy |
| • Risk Management Policy | • Secure Development Policy |
| • Third-Party Management Policy | |

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

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

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

2.5. Physical Security

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

2.6. Monitoring

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

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

2.7. Control Assessments

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

3. Data Integrity & Privacy

3.1. Data

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

3.1.2. Data is encrypted at rest and in transit.

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

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

3.2. Personally Identifiable Information (PII)

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

3.3. Secure Disposal

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

4. Secure Application & Infrastructure Development

4.1. Least Privilege

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

4.2. Peer Code Reviews

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

4.3. Vulnerability Management

- 4.3.1. SpryPoint uses automated tools to check for vulnerabilities in the software and any framework dependencies.
- 4.3.2. Vulnerabilities are triaged and remediation timelines are managed as per a Service Level Agreement.

4.4. Configuration Management

- 4.4.1. SpryPoint has embraced [infrastructure as code](#) to ensure repeatability, and to streamline the application of security patches and updates. Deployment is managed via a [CI/CD pipeline](#).
- 4.4.2. Infrastructure changes are documented and scheduled and contain approval chains and rollback plans.

4.5. Incident Response Procedures

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



4.6. Contingency Planning

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

The top half of the page features a blue-tinted background image of a large industrial or commercial building with a flat roof, surrounded by trees. A tall communication tower is visible in the distance against a clear sky. The SpryPoint logo is prominently displayed in the upper left corner, with the word 'Spry' in white and 'Point' in white with a red dot for the 'i'. Below the logo, the tagline 'SMART SOLUTIONS FOR SMART UTILITIES' is written in white, all-caps, sans-serif font.

SpryPoint

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Exhibit F - 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:

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

1. Subject and Scope

- 1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client 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).
- 1.2. **Purpose.** Client discloses Personal Information/ Personal Data to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.
- 1.3. **Instructions for Processing.** SpryPoint shall Process Personal Data in accordance with Client's documented instructions. Client instructs SpryPoint to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personal Data, however SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.
- 1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personal Data; (ii) retaining, using, or disclosing Personal Information/ Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personal Data outside of the Agreement between SpryPoint and Client.
- 1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.
- 1.6. **Sole Responsibility.** Client is solely responsible for obtaining all necessary consents, licenses and approvals for the collection and Processing of any Personal Information/ Personal Data.
- 1.7. **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.

2. Technical, Organizational Measures and Security

- 2.1. **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties agree that the security measures are appropriate to protect Personal Information/ Personal Data against a Personal Information/ Personal Data Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personal Data to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 2.2. **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personal Data is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personal Data only for the purpose of delivering the Services under the Agreement to Client.
- 2.3. **SOC 2 Compliance.** Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type I report which attests to the controls at a service organization. SpryPoint is currently undergoing an audit for SOC 2 Type II Compliance. Upon successful completion, at a minimum, SpryPoint agrees to maintain SOC2 Type 2 compliance. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.
- 2.4. **Processing Terms.** At all times that SpryPoint Processes, and/or has access to Personal Information/ Personal Data, SpryPoint shall (a) Process such Personal Information/ Personal Data only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personal Data, or retain, use, or disclose such Personal Information/ Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.
- 2.5. **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personal Data therein); and (ii) acts as its own system administrator and controls user access to Client Data (including any Personal Information/ Personal Data therein), Client represents and warrants that on the date of this DPE and during the Term:
 - 2.5.1. Personal Information/ Personal Data has been and will be collected and Processed by Client in accordance with applicable Privacy/Data Protection Laws;
 - 2.5.2. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for Contracted Processors to Process Personal Information/ Personal Data.

3. Subprocessors

3.1. 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.

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

3.3. Approved SpryPoint's Sub-Processors

Sub-Processor	Country	Website	Service Provided
Amazon Web Services	United States	aws.amazon.com	Cloud Infrastructure
Freshdesk	United States	www.freshworks.com	Customer Service
Heroku	United States	www.heroku.com	Cloud Infrastructure
Twilio	United States	www.twilio.com	SMS Delivery 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

4. Rights of Data Subjects

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

4.2. Handling of Data Subject Requests. For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request 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.

5. Cooperation

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

6. SpryPoint Personnel

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

7. Personal Data Breach

In the event SpryPoint becomes aware of a Personal Data Breach it shall 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 completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by

independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

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

10. Return and Deletion of Client Data and Personal Data

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

11. General Provisions

- 11.1. Client Affiliates.** Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.
- 11.2. Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from SpryPoint's systems.
- 11.3. Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions

of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

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

11.4.1. 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

11.4.2. 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.

11.5. **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.

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