

HometownHub, LLC
Software as a Service Terms and Conditions

To

Master Services Agreement

For Client Name

Software as a Service Agreement

THIS AGREEMENT is entered into as of this ___ day of _____202_ (the "Effective Date") by and between **HometownHub, LLC**, a Delaware corporation (hereinafter "Provider" or "HTH"), and **Client Name, a State Corporation** ("Customer").

Provider and Customer agree as follows:

WHEREAS:

- (a) The Provider and the Customer entered into a Master Services Agreement executed on **MM DD YYYY** (the "**MSA**"); and
- (b) For good valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Provider and Customer agree as follows:

1. Customer will utilize and license Provider's Hometown HUB under this agreement – Software as a Service Terms and Conditions
 - a. The Contract Agreement term will provide services through **MMM DD YYYY**, for a period of three (3) years with the option to extend for successive two (2) year terms, commencing at the conclusion of the initial term, unless written notice is given by either Provider or Customer at least ninety (90) days prior to the end of the initial or renewal term.
2. This **Agreement** is supplemental to the Master Services Agreement between Provider and Customer (the "MSA"). Capitalized terms not defined herein shall have the meanings attached to them in the Master Agreement.
3. If there is any inconsistency between this Agreement and the Master Agreement, this Agreement shall be controlling, and take precedent unless expressly otherwise provided in the Master Agreement.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement on the Effective Date.

Customer:

Provider: HOMETOWNHUB, LLC

By. _____

By: _____

Name:

Name: Erin Christy

Hometown HUB - Software as a Service Terms and Conditions

Hometown HUB, LLC ("Provider" or "HTH") offers a software application defined as MyHub (the "Software" or "Portal"), and both parties agree that Provider will provide the cloud-hosted Software available for Customer Name ("Customer:") and its end users. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below and in any relevant exhibits or documents, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** The following capitalized terms shall have the following meanings whenever used in this Agreement.
 - 1.1. "Authorized Named User" means an end user of the Customer that has an account registered with Customer and has been given access by Customer to use the Services.
 - 1.2. "Customer Data" means a subset of Confidential Information that is comprised of Customer's data obtained, used in, or stored as the result of the use of the Services.
 - 1.3. "Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software delivered to Customer during Implementation.
 - 1.4. "Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Software for Customer's use, as set forth in a Statement of Work.
 - 1.5. "Term" references the duration of the Services from the Effective Date of this Agreement.
 - 1.6. "Major Release" means any new version of the Software where the left most version number, or the second to the left most version number, increases by at least one integer increment.
 - 1.7. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which Provider Software, was in the state of "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any HTH SLA Exclusion (defined herein).
 - 1.8. "Maintenance and Support" means Provider's most current standard maintenance and support plan provided herein as Appendix A.
 - 1.9. "Software" means Provider's Portal software and shall include only the modules specified in Appendix B or Change Order thereto.
 - 1.10. "Services" means the services provided by Provider to Customer for the integration, implementation and use of the Software, including but not limited to, hosting the Software, any configurations/customizations, maintenance and support, and additional services offered or accessed through the Software and as provided in detail in an applicable Statement of Work.
 - 1.11. "Specifications" means Provider's specifications for the Software, as set forth in the SOW.
 - 1.12. "Data Retention Policy" means Provider's standard data retention policy as set for in Appendix C.
 - 1.13. "Production Deployment" means once the Customer has provided User Acceptance Testing ("UAT") signoff, and the Software has been pushed into a production environment.
 - 1.14. "Upgrades" is defined in Section 3.1(a) below.
2. **SOFTWARE DELIVERY.**
 - 2.1. Right to Access and Use Software. Provider hereby grants Customer a non-exclusive, non-transferable, non-perpetual, limited right to use and make available the Software to Customer's Authorized Named Users during the Term, subject to Section 2.2 below.
 - 2.2. Restrictions on Software Use. This Agreement grants the Customer a limited right to access and use the Software for the number of Authorized Named Users indicated in Appendix B. The Software is not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-scribe the Software; (b) allow third parties to exploit the Software; (c) sub-license the Software; (d) reverse engineer, decompile, or attempt to derive any of the Software's source code, or; (e) remove or modify any program markings or any notice of Provider's proprietary rights.
3. **UPDATES AND SERVICE LEVELS.**
 - 3.1. Provision of Updates and Maintenance: Provider shall maintain and update the Software as follows during the Term:
 - (a) Provider shall provide standard support and maintenance for the Software in accordance with Appendix A or its most recent published version thereof. Customer Data shall be retained by Provider in accordance with Provider's standard Data Retention Policy pursuant to Appendix C or its most recent published version thereof. Provider will routinely update the Software to address any security updates, bug fixes, or responsiveness matters as deemed necessary by Provider. Provider may update the Software to add any new features or functions, incorporate any improved process changes, and/or implement any performance-enhancing modifications

annually, if applicable ("Upgrades"). Upon completion of any such Software upgrade implementation, "Software" as defined herein shall then incorporate the version of Portal to which the Customer has upgraded.

- (b) Should an Upgrade be required, Provider will promptly notify the Customer of any applicable downtime and provide confirmation once functionality is restored pursuant to the terms of Section 3.2 below.
- (c) Each Upgrade will constitute an element of the Software and will be subject to this Agreement's terms regarding Software, including, without limitation, subscription, warranty, and indemnity terms.

3.2. Service Level Availability: Provider will use commercially reasonable efforts to make Software available with a Monthly Uptime Percentage of at least 99.9%, in each case during any monthly billing cycle or calculated as such if billed annually (the "Service Commitment"). The Service Commitment does not apply to any unavailability, suspension or termination of Software, or any other Software performance issues:

- (i) caused by factors outside of Provider's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Provider;
- (ii) that result from any actions or inactions of Customer or any third party;
- (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
- (iv) that result from any maintenance as provided for pursuant to this Agreement; or
- (v) arising from Provider's suspension and termination of Customer's right to use Software in accordance with this Agreement (collectively, the "HTH SLA Exclusions").

4. **FEES.**

4.1. Software Subscription Fees. All software subscription fees for the Term of this Agreement, as set out in Appendix B, shall be due upon the signing of this Agreement. If the initial term of this Agreement exceeds the initial term, then Customer shall be invoiced for the first- year software subscription fees upon signing of this Agreement and, for multi-year terms, annually thereafter upon the anniversary date of the Effective Date for the remaining term until the fees have been paid in full.

- (a) Customer agrees to make all payments to HTH within thirty (30) calendar days after receipt of invoice. Late payment on invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If Customer's account is forty five (45) days or more overdue, HTH reserves the right with prior written notice to withhold performance of its obligations under this Agreement, without liability, until such payments are paid in full.
- (b) The software subscription fees as provided are only valid for the number of meters as specified in Appendix B. Should Customer wish to add any additional accounts during the Term of this Agreement or acquire additional features and modules, such may be purchased at an additional cost. Implementation fees for the Software shall also be noted in

the Statement of Work. Yearly true-up will be completed and submitted to Customer by the Provider prior to annual invoicing.

4.2. Additional Services. The Software is compatible with additional optional services such as SMS text messaging services and IVR dialer services (collectively "Additional Services") to enable certain features within the Notifications module of Portal. All Additional Services shall be invoiced by Provider to Customer upon the request of such services by Customer at the pricing and rates current at such time. All invoices shall be subject to and paid according to Section 4.1(a) above.

- (a) For SMS text messaging services, along with the one-time implementation fee for setting up the service, shall be invoiced upon request of the SMS service by Customer. If applicable, SMS short code fees shall be invoiced annually, while in-bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.
- (b) For IVR services, the toll-free or local phone number fee shall be invoiced annually upon request of the IVR services from Customer and upon activation of same. In-bound and out bound connect fees, call recording, storage, and transcription fees shall be invoiced monthly for actual amount used.
- (c) Pricing for Additional Services shall be attached hereto as Appendix E. Pricing for Additional services may be updated by HTH, upon thirty (30) days written notice to Client prior to any such application of updated pricing, for the purpose of properly reflecting the current market rate for such Additional Services.

5. **Intellectual Property Rights & Feedback.**

5.1. Intellectual Property Rights in the Software. Provider retains all rights, title, and interest in and to the Documentation and Software, including but not limited to, the Services and any Upgrades, as well as any related methodologies, techniques, processes, and instruction developed by Provider and used in the course of performing the Services (collectively "Provider IP") for Customer under this Agreement and an applicable Statement of Work. Nothing in this Agreement shall be construed to grant Customer any ownership rights, title, or interest in the Provider IP except to the extent of the limited subscription rights specifically set forth in Section 2.1. Customer recognizes that the Software and its components are protected by copyright and other laws. Customer shall not (and shall not allow or cause any third party to) reverse engineer, disassemble, alter, or otherwise translate the Software, Documentation, Services or Upgrades.

5.2. Feedback. Customer hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide license to use any Feedback (as defined below) Customer communicates to Provider during the Term, without compensation or any obligation to report on such use, and without any other restriction. Such rights shall include, without limitation, the right to exploit Feedback in any way and the right to grant sublicenses. Notwithstanding the provisions of Article 6

(Confidential Information) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Provider's products or services, including all intellectual property rights therein.)

6. **CONFIDENTIAL INFORMATION.**

- 6.1. **Confidential Information Defined.** "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 nonpublic, 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 known 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. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.
- 6.2. **Nondisclosure.** Recipient shall not use Confidential Information for any purpose other than to facilitate this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 6; and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise contest such required disclosure, at Discloser's expense.
- 6.3. **Injunction.** Recipient agrees that breach of this Article 6 would cause Discloser irreparable injury, for which monetary damages would be inadequate, and in addition to any other remedy, Discloser will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.

- 6.4. **Termination & Return.** With respect to each item of Confidential Information, the obligations of Section 6.2 above (*Nondisclosure*) will terminate three (3) years from the expiration of this Agreement. Upon such termination, Recipient shall return all copies (excepting one (1) copy archived for purposes of Recipient's back-up processes) of Confidential Information to Discloser or certify, in writing, the destruction thereof.

- 6.5. **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.

7. **DATA PRIVACY & SECURITY.**

- 7.1. **Customer Data.** Customer Data, which shall also be known and treated by Provider as Confidential Information (collectively "Customer Data"), shall include the following:
- (a) Data collected, used, processed, stored, or generated by the Customer as the result of the use of the Software and the Services, including any personal identifiable information ("PII") and any information related to payment processing shall be deemed "Customer Data" and shall remain the sole and exclusive property of Customer, and all right, title, interest in the same is reserved to Customer. Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, interest in the same is reserved to Customer. For all purposes of this Agreement, Customer shall be responsible for determining the manner in which any type of Customer Data will be collected, stored, and processed and for determining the purpose for processing the information.
- 7.2. **Provider Use of Customer Data.** Customer hereby grants Provider a limited right to access, process, collect, store, generate, display, and use Customer Data for the sole purpose of providing the Software and Services to Customer. Provider shall keep and maintain Customer Data in strict confidence and shall not allow any third parties to use, disclose, or access Customer Data without Customer's prior written consent. Notwithstanding the foregoing, Provider may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Provider shall give Customer notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at customer's expense.
- 7.3. **Data Security.** The Parties shall each be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Customer Data; protect against any anticipated threats or hazards to the security of Customer data, protect against unauthorized disclosure, access to, or use of Customer Data, ensure the proper disposal of Customer Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

8. **REPRESENTATIONS & WARRANTIES.**

8.1. From Provider.

- (a) *Re: Function.* Provider represents and warrants that, during the Term, the Software will perform materially in accordance with its Software Specifications set forth in the SOW and pursuant to the service level targets in Section 3.2 above.
- (b) *Re: Intellectual Property Rights in the Software.* Provider represents and warrants that it provides the Software, and has the power and authority to grant the rights in this Agreement without the further consent of any third party. In the event of a breach of the warranty in this Subsection 8.1(b), Provider, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund the prorated SaaS subscription Fee paid for the Software for every month remaining in the Term, following the date after which Customer is required to cease use of the Software. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 9.1 below (*Indemnified Claims*), the preceding sentence states Provider's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 8.1(b) and for potential or actual infringement by the Software. Provider's representations and warranties herein shall not apply to the extent any infringement arises out of any conditions listed in Subsection 9.1 (a) -9.1(e) below.

8.2. 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 material adverse impact on its ability to perform as required hereunder.

8.3. Warranty Disclaimers. Except for the express warranties in Sections 8.1 and 8.2 above, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE. Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than Provider, unless Provider approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized or specifically forbidden in the Specifications or Documentation or with hardware or software.

9. **INDEMNIFICATION.**

9.1. Indemnified Claims. Provider shall defend and indemnify Customer and its officers, directors, shareholders, parents,

subsidiaries, agents, successors, and assigns against any "Indemnified Claim," meaning any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Provider's obligations set forth in this Section 9.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Software made without Provider's written consent; (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Provider offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) Provider's modification of Software in compliance with Customer's specifications; (e) unauthorized use of the software by third parties; or (f) use of the Software with hardware or software not provided by or approved of by Provider.

- 9.2. Litigation & Additional Terms. Provider's obligations pursuant to Section 9.1 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

10. **LIMITATION OF LIABILITY.**

- 10.1. Liability Cap. Provider's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fee paid by Customer within the twelve (12) months preceding the claim.

- 10.2. Exclusion of Consequential Damages. IN NO EVENT WILL PROVIDER BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

- 10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND EVEN IF

CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 9, Provider's liability will be limited to the maximum extent permissible by law. For the avoidance of doubt, Provider's liability limits apply to Provider's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

- 10.4. Exceptions to Limitation of Liability. Sections 10.1 (*Liability Cap*) and 10.2 (*Exclusion of Consequential Damages*) above do not apply to:

(a) claims pursuant to Article 9 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

11. **TERMINATION & RENEWALS.**

- 11.1. **Termination for Cause.** Either party may terminate this Agreement for: (a) the other's material Breach upon thirty (30) day's written notice, provided that the other party shall first have the opportunity to cure such breach before the effective date of termination; or (b) any party becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.2. **Termination for Convenience.** Customer may terminate this Agreement for convenience upon thirty (90) days advance written notice to Provider. Upon termination, Customer shall be immediately liable to Provider for the payment of all outstanding fees up to the time of termination and 100% of license fees not yet paid up to the full term of the Agreement.
- 11.3. **Effects of Termination.** Upon termination of this Agreement, Provider will immediately terminate Customer's access to the Software, and Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 2.2 (*Restrictions on Software Rights*) 5 (*IP & Feedback*), 6 (*Confidential Information*), 8.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision herein that must survive to fulfill its essential purpose. If termination occurs for any other reason than what is provided for under Section 11.1, Customer's obligation under Section 11.2 shall also include any fees obligated to be paid under the agreement, whether incurred or not.
- 11.4. **Renewals.** This Agreement shall automatically renew at upon the expiration of the initial Term for three (3) year term intervals, unless terminated by Customer by providing written notice to Provider ninety (90) days prior to the expiration of the Initial Term. Any renewal of the Services shall be provided accordingly to Provider's then-current standard Software as a Service Agreement and Maintenance and Support Plan. After the initial term, a minimum increase of 3% will apply per year.

12. **MISCELLANEOUS.**

- 12.1. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 12.2. **Taxes.** Fees in Section 4.1 above do not include any applicable taxes. Customer shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on Provider's net income) upon the Software as supplied by Provider under this Agreement.
- 12.3. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, earthquakes, other acts of God or of nature, strikes or labor disputes, embargoes, or other causes beyond the performing party's reasonable control.
- 12.4. **Assignment & Successors.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Provider's written consent. Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.5. **Severability.** To the extent permitted by 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 law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.6. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach hereof will constitute a waiver of any other breach of this Agreement.
- 12.7. **Choice of Law & Jurisdiction:** This Agreement will be governed by the laws of the State of Delaware, without reference to any conflicts of law principles. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Delaware.
- 12.8. **Conflicts.** Should this Agreement conflict with any other agreements, this Agreement will govern.
- 12.9. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 12.10. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 12.11. **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.
- 12.12. **Amendment.** This Agreement may only be amended in writing by authorized representatives of each party.

Appendix A

MyHUB

Standard Support Plan

Appendix A – Standard Support Plan

1. STANDARD PRODUCTION SUPPORT PLAN

This Standard Support Plan shall cover the engagement model, roles, responsibilities, and service level expectations for the production support of HTH's products and services for the utility ("Client").

2. SUPPORT PLAN OVERVIEW

- a) Production support begins at the end of the **30-day stabilization period** following solution deployment by HTH or any of its Partners, of any HTH Platforms, and will continue for a duration as specified in the Agreement.
- b) HTH's Standard Support obligations apply solely to issues arising from the MyHUB Portal and HTH-controlled components, including HTH-maintained integrations and application services. Support does not extend to diagnosing or resolving failures originating in Client-controlled systems or third-party systems, including (but not limited to) CCS environments, AMI/metering vendors, billing systems, payment processors, print & mail vendors, GIS systems, or any external data source.
- c) If an incident is determined to be caused by an external system, HTH will document the observed behavior and notify Client of the affected upstream or downstream service. Support SLAs apply only to items within HTH's scope of responsibility and control.



- d) HTH shall provide support to Client's designated business or information technology points-of- contact, who shall then aid or be better equipped in aiding its customers.
- e) Incident reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year. To report an incident and to measure the service level agreement, the HtH ticketing system will be utilized.
- f) Client support is provided during business hours as described in Section 10.
- g) Upon receipt of an incident, HTH shall provide an **Initial Response** to Client via electronic means to start with the resolution process for that Incident. This response shall be provided within the SLA for **Initial Reaction Time**. Under the Initial Response for the Initial Reaction Time, HTH may acknowledge the reported incident, include information about criticality, and or request the Client for more details of the incident.
- h) Subsequent to providing the Initial Response, HTH may provide updates to the status of the incident via electronic means such as email or via an incident management portal.
- i) Subsequent to providing an initial response to an incident, HTH may propose an incident remedy as a **Corrective Action** as defined in Section 4 below, or a workaround to mitigate the incident impact and or lower the Criticality of the Incident (to Non-Critical from Critical).
- j) Once the issue has been identified and a potential fix may be available to be deployed, Client's designated point of contact will be notified and moved into production system pending confirmation from the Client.

3. **INCIDENT AND PROBLEM MANAGEMENT, AND SERVICE LEVELS**

Levels 1 and 2 Support. Client shall be responsible for the Support Requirements set forth and defined as Level 1 and Level 2.

Level 1 Support (Level 1) is defined as first-line support, which shall be the first level of utility contact, such as customer interactions utility customer service representatives, or customer interactions with utility field office representatives. Level 1 requests may include basic application navigation, functionality explanation, user and password management, and preliminary troubleshooting and issue analysis.

Level 2 Support (Level 2) is defined as second-line support for items which are escalated from Level 1. Level 2 support may be provided by Client staff, such as an application subject matter expert, system administrator, or technical support teams. Level 2 is responsible for assisting Level 1 with technical issues, including preliminary technical troubleshooting, locked IP address resets, and other elevated administrative functions.

The following are Client responsibilities for Level 1 and Level 2:

- (a) provide training to Level 1 and Level 2 service desk personnel before new application or functionality related to HTH products is installed into production; and
- (b) follow proper escalation procedures from Level 1 to Level 2 and Level 2 to Level 3. Level 1 shall at no time contact Level 3 directly.

HTH shall be responsible for:

- (a) maintaining processes and/or authorized user documentation for HTH products to be able to resolve most Level 1 and Level 2 issues without requiring a transfer to specialized application support.
- (b) Level 3 support, when engaged through the proper channels (only by Level 2 personnel). See section below.

Level 3 Support. HTH will support Level 3 Support requirements. Specifically, HTH will:

- (a) provide Level 3 Support for HTH products including, advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting;
- (b) provide clearly defined points-of-contact, available to receive and appropriately respond to notice of incidents from Level 2 personnel;
- (c) provide the Service Desks with specialized applications support and/or "on call" personnel who are responsible for Level 3 support and can be contacted via channels stated in Section 9 herein;
- (d) advise Level 2 personnel and other authorized users of the estimated time required to resolve the incident after being notified and the incident being diagnosed for root cause, with such resolution time being consistent with Client's SLA for service restoration.
- (e) provide status updates to Level 2 personnel and other authorized users during incident resolution; and,



- (f) provide support, advice, and assistance to Level 2 personnel in a manner consistent with Client's practices for the applications prior to the Services entering the production environment and non- programming activities in direct support of authorized users.
- (g) will provide Level 3 support only for HTH-owned software, services and integrations. For avoidance of doubt, HTH does not provide root cause analysis, correction action or remediation for external systems.

4. **INCIDENT PRIORITIZATION AND RESPONSE SLAS**

HTH provides Level 3 incidents with Service Level Agreements (SLA) that ensures timely response to such incidents based on its criticality and impact. The Initial Reaction Time SLA for the level of criticality of an incident will be determined based on the following incident classifications and definitions. HTH provides a response within such Initial Reaction Time. Such response may include information such as; acknowledgement of the incident, provide tracking number or a response seeking additional information from client. The SLA for Initial Reaction Time shall be deemed to have been met if HTH has provided a Response within the defined time. During the time subsequent to the Initial Reaction time, the SLA for "Corrective Action" shall be deemed to have been met if the Client was proposed an incident remedy or a workaround.

SLA response and resolution timeframes apply only to issues within HTH's reasonable control. Timeframes pause when investigation indicates a failure caused by external systems.

The level of priority and response time will be determined based off the following incident classifications:

Incident Criticality	Description	Target Initial Acknowledgement Time	Target Corrective Action Time
Critical	An incident is classified as Critical if it has serious consequences to normal business operations and business critical work cannot be performed. It is generally characterized as • System is completely unavailable or inaccessible to all users • A malfunction in the central system has made the software unusable • Specific customer or user has a major issue that has stopped a key business Process	1 Hour (24x7)	1 Day (Not to exceed one (1) business day for resolution or mutually agreeable workaround)
Non- Critical	An incident is classified as non-critical if it is minimally restricting normal business	2 Business Days	15 Business Days

Illustrations of Critical Incident:

- The Portal is completely down, crashes or experiencing intermittent outages.
- Systemwide failure(s).
- Severe degradation of performance that renders the Portal unusable.
- No users can make Payments via the Portal, Mobile Application or both.
- Wrong data is being retrieved with accessing your account for majority of users or all users.
- Usable but degraded performance (takes an extensive amount of time to load a page or pages).
- A customer-facing service for a subset of customers is down.
- Defect in functionality causes a material effect on revenue.

Illustrations of Non-Critical Incident:

- A minor inconvenience to customers, with alternatives or short-term workarounds available.
- A system bug is creating a minor inconvenience to a smaller set of customers.
- A bug that inconveniences a customer but does not impact overall system function.
- A partial, loss of service with a medium-to-low impact on the business.
- Part of a solution's functionality is unavailable.
- Performance of systems is degraded but still functioning.
- Cosmetic error or visual defect.
- Font inconsistency or text wrapping.
- Page "jumps" on refresh.
- Questions regarding an issue or functionality.
- Redundant component failure that does not materially affect functionality.

5. **INCIDENT REPORTING**

To report an incident, a ticket must be raised in your corresponding Jira board. Before reporting an incident to HTH/Level 3 Support for any severity, the Client's Level 2 personnel must collect as much of the following information possible:

- Product and specific module (e.g. Portal > Billing Info)
- Reproducibility (Is this issue reoccurring and can it be replicated by the user?)
- Number of Users impacted
- Date and Time of Incident (When the issue began)
- Severity (High, low, normal)
- Platform and/or device type (e.g. iPad Air)
- Description (Generally speaking, what is the issue and what happens?)
- Steps taken to troubleshoot
- Steps to reproduce (What steps through the application did the user take to encounter this issue?)
- Screenshots (Please collect screenshots of the error, if available)

6. **HTH SYSTEM MAINTENANCE**

The primary point-of-contact for the ongoing maintenance and support of the application is your assigned application services manager. System maintenance is an undesired but necessary function of any IT system. HTH 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 Client provided, where possible, Client receives 7 days' notice of the start of a project implementation. Whenever possible, HTH will attempt to schedule planned system maintenance windows to coincide with Client's own IT system maintenance windows and **after midnight (12:00 a.m.) Pacific Time**.

There may be some instances where updates may be required immediately or within a very short timeframe to maintain the security or functionality of HTH applications and services. In such cases, HTH will notify Client's designated point-of-contact of an unplanned system maintenance requirement and will work with Client to roll out the necessary changes during the earliest, mutually favorable time. HTH will promptly notify Client's designated point-of-contact of any downtime and provide confirmation once full functionality is restored.



Utility end customers attempting to reach the portal URL or log into the mobile application during a planned or unplanned system maintenance window will receive a message substantially similar to:

"Our site is currently unavailable while we perform maintenance and system upgrades. We apologize for any inconvenience caused and appreciate your patience. Please try again at a later time."

7. **HTH SUPPORT EXCEPTIONS**

HTH's support and SLA obligations apply only to the MyHUB Portal and HTH-owned software components. HTH is not responsible for investigating, debugging, or resolving issues originating in Client or third-party systems, including CCS or upstream data providers. Where feasible, HTH will provide high-level observations to assist Client in isolating the source of failure; however, responsibility for remediation of non-HTH systems lies solely with Client or the applicable vendor.

HTH shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any MyHUB Portal 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 HTH's policies. HTH SHALL NOT be required to support its applications in the following circumstances:

- Issues originating from operating systems or a mobile hardware version or a browser version not supported or HTH recommended versions (Note: Client OS: Windows 7 Enterprise. Current and up-to-date web browsers used thereunder shall be supported)
- Where errors are a product of misuse, abuse, negligence, or improper utilization of any or all part(s) of the Software or Services.
- Where Software or Services are modified, amended, revised, or changed by any party other than HTH or HTH's authorized agents or representatives.
- During the period when Software or Services for any Change Requests or Enhancements are performed for the Client per the Client's request
- Where issues are a result of electrical failure, internet connections problems, any issue related to data including but not limited to data input, output, integrity, storage or back-up, and any and all other external or infrastructure-related problems, which shall be deemed to be under Client's exclusive control, and of Client's sole responsibility

8. **THIRD PARTY VENDOR SUPPORT AND TROUBLESHOOTING SERVICES**

If HTH or Client identifies or reports an incident that reasonably necessitates third party-vendor intervention, HTH is eligible to invoice Client if additional troubleshooting support is requested and approved.

Example: Third party vendor's hardware is not properly configured to run HTH applications and ensuring operability requires technical support recourse from the third party. HTH may interface directly with third party at Client's direction if Client does not wish to manage the issue themselves.

9. **HTH SUPPORT HOURS OF OPERATION**

- **CRITICAL incidents** as classified by HTH are supported twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.
- **NON-CRITICAL Incidents** as classified by HTH are supported **during HTH Business Hours, which are 9:00 a.m. to 5:00 p.m. Eastern Time, Monday Through Friday** (excluding holidays).



Appendix B

MyHUB Software Pricing

Appendix B - Pricing

The total cost of ownership of the portal is broken into three main components: implementation, licensing, notification costs, and maintenance.

- **Implementation cost:** This is the cost of building the portal for the Client's use and is a one-time fee.
- **Licensing:** This is the annual fee to use the portal and is calculated on a per meter basis. The annual license fee will be recalculated on an annual basis.
- **Notifications:** This is the cost for use of the Campaign Manager and is derived from the number of notifications sent.

Services costs including annual licensing, notifications costs, and maintenance are subject to increase at 3% maximum annually after the initial (3) year of this agreement

Item	Cost
# of Meters	
Contract Term	
Implementation Cost (One time)	\$
Annual Licensing @ \$ 1.80 per meter	\$
Outbound Campaign Manager	\$
Notifications	Email – SMS – IVR –

Payment Schedule

	Year 1	Year 2	Year 3	Total
Implementation Fee				
SaaS Licensing Fee				
Outbound Campaign Manager				
Notification	Variable cost - See above table			
Subtotal				



MyHUB Portal Scope:

Non-Registered Users	
- One-Time Payment	- Frequently Asked Questions (FAQ)
- Login/Register/Reset Password	- Contact Us Options
- Start/Stop Service	- Live Chat
Registered Users	
Dashboard Functionality: - Utility Bill Overview - Usage Highlights - CTA Components	Usage History: Data + Graphing - Monthly, Daily, Hourly Data - Meter Data Integrations - Gas
Billing & Payment Information: - Detailed Bill Summary - Bill Display Integrations - Utility Bill & Payment History	Account Management: - Linked Accounts - Sub-Meter Account Management - Email & Password Update - Opt-In/Out of Notification Preferences
Start/Stop/Transfer Service Integration: - Self-Service Automation (active dev.) - To-Do Creation with CCS	FAQ & Contact Us: - Article/Blog Style Content UI - Form Submission Integration with CIS System
Outages: - Integrated Outages Map - Report Outages via form - View Current and Planned Outages	Payment Integration - Autopay Setup - Pay/Schedule Payment - Set Up/Update Saved Payment Methods - Paperless On/Off
Account Manager	
- Verify/Change Password	- Register/Unregister Account
- Link/Unlink Accounts	- Remote Authenticate
- Update/Change Email	- Add Secondary Users
Campaign Manager	
- Send/Edit Existing Campaigns	- Create New Campaign

- View Logs	- Throttle Send over 24 hours
- IVR, Text, Email Options	- Integrated with Twilio and CCS
Asset Manager	
- Upload Assets (.png, .jpg)	- Assets Stored in MongoDB
- Use Assets for Campaigns	

GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and HometownHUB, LLC ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation

If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is

not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.



Signature (**Supplier**)

Print Name: Erin Christy

Title: COO

Date: 11/7/2025

Vertosoft LLC

By: H. Jay Colavita

Print Name: Jay Colavita

Title: President

Date: