



Windows Suite in the Cloud

# G5 Utility Process Management Proposal



United Systems & Software, Inc.



PRICING MODEL - SCHEDULE 1

**Alliance Utility Process Management (UPM):**

The quotation outlined below details the start-up AND on-going costs associated with Alliance UPM. This service implements processes in conjunction with the application that is designed to help the office operate substantially more efficient by eliminating the need to prepare billing and delinquent statements, increase automated customer payments, encouraging customer self-service, automating field communications, and much more.

As part of UPM, the applications will allow access to the Alliance Cloud Applications from any internet-equipped computer. Hosting in the Cloud will also eliminate the need for an Application Server in your office and other associated costs such as separate software support charges. Additionally, the cost of statement forms and postage is included.

In return for a monthly service fee, USS agrees to provide UPM services for thirty six (36) months:

**\*Estimated\* Recurring Utility Billing Monthly Fees:**

G5 UPM – estimated monthly fee for 1,700 accts	\$ 2,873.00
Monthly charges estimated at \$1.69/acct for 1,700 accts	
<i>Monthly charges based on 1,700 active accounts</i>	
4 Total Named User Licenses (Additional Add - \$99 ea.)	

**Total Monthly Application & Service charge based on above: \$ 2,873.00**

**Initial Fees:**

• Initial setup Fee	\$ 1,500.00
• ALLIANCE™ Technical Services <sup>2</sup>	\$ 7,445.00
• Utility Data Conversion with History (~1,700 accounts)	\$ 5,850.00
• Existing Customer Discount <sup>6</sup>	<u>\$(8,225.00)</u>

**Total Initial Fees: \$ 6,570.00**

**Includes:**

- 4 Total Named User Licenses & 4GB Storage
- Utility CIS, Utility Billing and Delinquent fulfillment including statements, envelopes, and return envelopes
- **Statement Postage**, Annual Software support, and Maintenance. (No Additional Annual Fees)
- Automated off-site backups.
- **Credit Card Processing & Credit Card Fees (passed to the consumer as convenience fee)**
- Meter Reading System Interface
- **Mobile Field Service**
- Customer Web Portal with self-serve account setup & controls
- ACH Bank Drafts
- **IVR for both incoming and outgoing calls allowing inbound customer payments by phone and outbound delinquent notifications by phone.**
- **TPM by United Systems Network Management Services**
- **Office 365; Email & Phone Service**

**Not Included:**

- ACH Fees charged by the bank
- Mobile Field Service Phones or Tablets (iOS, Android & Windows devices).
- Counter Receipts Hardware: Printer- \$995 Ea, Barcode Scanner- \$299 Ea.
- IVR Setup Fee \$395.00
- We can also offer a bundled monthly price including new Water Meters and a Water & Gas Radio Read system.

**Other Notes & Assumptions:**

- Cloud services require the utility to facilitate adequate Internet access/bandwidth for optimal performance.
- Standard USS Service Rates apply Service \$175/hr, \$275/daily per diem, & Travel \$750/trip.



**Estimated UMS Services Included in Proposal Above:**

**ALLIANCE™ Services, Configuration & Training-**

1	ALLIANCE™ Setup & Technical Services <sup>2</sup> : Setup, Application Configuration & Training; estimated 36 hours. Hourly rate \$175/hr(36); Travel \$595/trip (1); Daily Per Diem \$275/day(2). Services will be billed as they are rendered. <sup>2</sup>	\$ 7,445.00
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**ALLIANCE™ Utility Software Conversion Services-**

1	Utility Management System (UMS) Data Conversion Services for Current &- 2 Years Historical Data Estimated 1,700 accounts	\$ 5,850.00
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**Quotation Footnotes & Considerations-**

1. 3<sup>rd</sup> Party solutions, (such as Bank Draft/ ACH, Credit Card Integration, Meter Reading Systems, Mapping Systems, IVR) may require additional services that include technical dialogue with 3<sup>rd</sup> party vendor, process testing, data verification & end user training. Required technical services for deployment will be established hourly rates and conditions.

2. ALLIANCE™ Technical Services are **estimates** and may vary upon service delivery. This "estimate" is based on the anticipated complexity of the project and service times may vary depending upon the number of trainees, training pace of the trainees, etc. USS will only bill for the actual service time rendered. All services are to be delivered during USS' standard service window (8AM-4:30PM, Monday thru Friday, excluding USS Holidays).

These services do not include premise wiring considerations. Should premise wiring be required for the network installation, quotations will be quoted once a site walk-through is performed as they are quoted on a case-by-case basis.

3. Under this proposal we will be providing electronic data conversion services for current Utility customer data and **2 years** historical Utility customer data. The Utility is responsible for checking the accuracy of converted data, rates, etc. Our proposal does not include any 3<sup>rd</sup> party company fees from existing Utility Billing Software provider or Hardware providers. **Data in addition to 2 years or from multiple systems will entail specialty development services and an increased cost.** *Data conversion cost are estimates based on typical complexity of data conversion and number of accounts converted.*

4. REMOTE Training & Technical Services- One or two hour training session blocks are recommended. All training sessions are to be scheduled in advance of calling and delivered within USS' standard service window (8AM-4:30PM CT, Mon-Fri, excluding USS Holidays). If an onsite visit is required, charges of \$175 hourly while onsite, a \$750 trip charge & \$275 daily per diem if overnight stay will be incurred.

5. Initiation of services as outlined above requires execution of UPM contract with agreeance between USS and the utility.

6. Existing customer discount based on applications previously purchased by utility.



**UTILITY PROCESS MANAGEMENT  
MASTER AGREEMENT**

This UTILITY PROCESS MANAGEMENT MASTER AGREEMENT (this "Agreement") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between UNITED SYSTEMS & SOFTWARE, INC., a Kentucky corporation ("USS"), and South Woodford Water District, a Utility District ("Client").

**RECITALS**

**WHEREAS**, USS offers a unique combination of products, services and processes (the "System") that will improve utility meter reading operations and billing and collection functions which are offered by no other vendor;

**WHEREAS**, Client is a Water District and desires to engage USS to provide billing and collections equipment, Systems and services to Client for the utility provision and other services that Client provides or otherwise sells to its customers ("Customers"); and

**WHEREAS**, USS desires to provide, and Client desires to obtain, such billing and collections equipment, Systems and services pursuant to the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

**1. DEFINITIONS.**

- A. "Copy": For the purpose of this Agreement, the term "Copy" shall be defined as any reproduction of any of the Software, in whole or in part, in any form.
- B. "Equipment": Equipment supplied by USS and listed in attached Statement of Work documents or otherwise authorized by USS for use with the System.
- C. "License": A limited right granted by USS, providing no ownership interest, to possess and use Software in accordance with the terms and conditions set forth in this Agreement.
- D. "Software": Licensed proprietary computer programs supplied by USS and/or its suppliers, including but not limited to, System application programs, documentation and related material for use on Equipment and listed in attached schedules.
- E. "System": Equipment, Software, processes and license.
- F. "Services": Professional services provisioned by USS as specifically outlined within an Agreement Schedule as a Statement of Work.

**2. PROVISION OF EQUIPMENT AND SERVICES.** USS and Client shall execute a Statement of Work which shall be attached and incorporated by reference into this Agreement as Schedule "A" (the "Statement of Work"). The Statement of Work will outline the Equipment and Services requested by Client and to be supplied by USS, together with all other System requirements, and will outline all corresponding usage fees.

In addition, USS may offer third party services that could supplement USS Services. The Client acknowledges that some supplemental services could result in project savings. In the event that additional programs and services are agreed upon by USS and the Client, the Statement of Work shall be supplemented accordingly.

Client further agrees that USS may include commercially reasonable advertising by third parties on its bills, website and other material distributed by USS.

**3. COOPERATION.** The parties acknowledge that the implementation and usage of the Equipment, the project and the Services anticipated by this Agreement will require substantial cooperation between USS and the Client. Therefore, the Client and its employees, contractors and agents agree that they will use their best efforts and work in good faith to assist in these efforts that will aid in project success.

**4. TIME OF PERFORMANCE.** The provision of Equipment, Systems and Services of USS are to begin upon the signing of this Agreement and continue for a period of 36 months from the date of first invoice, or until either party terminates this Agreement in accordance with Section 14, whichever is sooner (the "Term"). This Agreement is subject to automatic extensions of one (1) year unless either party gives notice of cancellation at least ninety (90) days prior to the end of the Term or any Agreement period.

**5. COMPENSATION.** USS shall be compensated in the amount(s) and at the rates set forth on the attached Statement of Work. If requested by the Client, USS, in its discretion, may provide other equipment, equipment maintenance, staff services, and other products and services which shall be scheduled as available, at USS' rates, terms and conditions then in effect, and the Statement of Work shall be supplemented accordingly. For services other than as set forth in the Statement of Work, staff time shall be billed on a minimum of 4 hours for full or part days when at Client location(s). Travel time shall be billable time. Travel and per diem expenses incurred by USS staff, while providing service to the Client, will be invoiced at the current published rates of USS which may be modified by USS from time to time. Rates are subject to change without notice.

**6. METHOD OF PAYMENT.** Unless otherwise stated in the Statement of Work, USS shall invoice on a monthly basis for Equipment and Services provided and other charges, if any. The terms of payment shall be net ten days following billing by automatic bank draft, unless otherwise stated in the Statement of Work. A finance charge of 1.5% per month (annual rate = 18%) shall be added to all balances not paid within these terms, and to all amounts past due under this Agreement and USS shall be entitled to its reasonable costs of collection, including attorney fees, in the event it initiates an action to collect past due fees. USS reserves the right to suspend the provision of Services in the event that Client fails to pay an invoice within thirty (30) days of its receipt by Client.

**7. CHANGES.** Client may request changes in the Equipment or the scope of the Services to be performed by USS under this Agreement. Such changes, including any increase or decrease in the amount of USS' compensation, which are mutually agreed upon by and between the Client and USS, shall be incorporated by reference into a new Statement of Work document.

**8. NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise

provided in this Agreement, a Notice is only effective (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

If to USS: United Systems & Software, Inc.  
P.O. Box 547  
Benton, Kentucky 42025  
Attn: Office Manager

If to the Client : South Woodford Water District  
117 Crossfield Drive  
Versailles, Kentucky 40383  
Attn: David Hudson

9. **PERSONNEL.** Except as otherwise provided herein, USS represents that it has, or will secure at its own expense, all personnel required to provide the Equipment and to perform the Services under this Agreement. All personnel engaged in the work shall be fully qualified to perform such Services. USS will provide a single point of contact for Client.

10. **INDEPENDENT CONTRACTOR STATUS.** Client does not reserve any right to control the methods or manner of performance of USS. USS, in performing the Services, shall not act as an agent or employee of Client, but shall be and act as an Independent contractor and shall have responsibility for the safety and actions of its employees, subcontractors and their respective employees. Client shall be solely responsible for the safety and actions of its employees, subcontractors and their respective employees.

11. **PROPRIETARY NATURE OF SYSTEM.** USS asserts, and Client acknowledges, that the products of USS and/or its suppliers, including but not limited to its System, documentation, and all information, data and designs related thereto, are confidential, and are the exclusive property of (and proprietary to) USS and/or its suppliers (collectively, the "Intellectual Property Rights"). USS is and shall be, the sole and exclusive owner of all of its Intellectual Property Rights. USS and/or its suppliers retain all rights to the foregoing except to the extent to which rights are expressly granted in this Agreement. Except as expressly authorized by USS in writing or required by law, Client will keep the foregoing in confidence and will not duplicate, reverse engineer, use for a purpose other than carrying out the terms of this Agreement. All improvements in the System shall vest in USS.

12. **ASSIGNABILITY.** Neither party shall assign any interest in this Agreement, or transfer any interest in the same (whether by assignment or notation) without the prior written approval of the other party. Provided, however, that claims for money due or to become due to USS from the Client under this Agreement may be assigned to a financial institution without such approval or notice to client. Additionally, Client shall not have any right to grant any sublicense for the use of the Software.

13. **CONFIDENTIAL MATTER.** Each party will exercise a reasonable degree of care, consistent with good industry practices to maintain confidential all information furnished by either party. Business and financial information (e.g., actual printed reports) deemed to be confidential in nature which may be revealed by either party under this Agreement shall not be disclosed to third parties without prior written consent from the other party. All Customer information and data shall belong to Client and USS shall return all Customer information and related data to Client upon termination of this Agreement, provided that Client pay to USS its published hourly rates for the transfer of the Customer information and data.

14. **TERMINATION OF THE AGREEMENT.** If, through its own fault, USS shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if USS shall violate any of the terms of this Agreement, and if USS is unable or unwilling to cure its default within thirty (30) days of written notice from Client, Client's sole remedy shall be to terminate this Agreement by giving written notice to USS of such termination and specifying the effective date of termination, at least thirty (30) days before the effective date of such termination. In such event, in addition to Client's Equipment purchase requirements provided in Section 16, USS shall be entitled to receive just and equitable compensation for any work completed prior to termination, together with all compensation due pursuant to this Section and the Agreement.

If, through its own fault, Client shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or if Client shall violate any of the terms of this Agreement, or if Client shall fail to make full payment for Services (and other costs, if any) and finance charges within 30 days after receiving written notice of such demand, USS may at its sole option terminate this Agreement without further obligation, but Client nevertheless shall be responsible for its Equipment purchase requirements provided in Section 16, its other obligations due pursuant to this Section and the Agreement, and all other sums then due plus finance charges to the date of the payment. Each party agrees to return to the other all documents containing any confidential information of the other party or its suppliers provided or generated hereunder within thirty (30) days after the termination of this Agreement.

If this Agreement is terminated for any reason, USS shall be paid and/or reimbursed for the reasonable value of any nonrecurring costs already incurred in order to carry out any transition of Equipment and other services necessary for the other purposes of the Agreement as well as lost profits and other expenses already incurred, together with purchase of Equipment pursuant to Section 16. All of such fees and reimbursement due to USS by Client shall be paid in accordance with Section 6 of this Agreement.

After termination by the Client for any reason, if it is determined that the Client needs transition services by USS which would include, but is not limited to, any services that are similar to the Services outlined in this Agreement, the Client shall pay USS its published hourly rates for provision of such services. Following termination, all Software and other intellectual property related to the System shall remain the sole property of USS and Client shall have no further rights to use such Software or other intellectual property. In the event that Client wishes to use Software or any other intellectual property of USS following termination of this Agreement, such usage will be subject to an agreement to be approved by USS in its sole discretion.

15. **INSTALLATION OF EQUIPMENT; OWNERSHIP OF ASSETS; MAINTENANCE.** Unless otherwise stated in the attached Statement of Work, USS shall provide all Equipment and other assets needed for the System and to provide the Services. All Equipment shall be provided to Client at the location specified in the attached Statement of Work. Client shall, at its sole cost and expense, be responsible for the installation and maintenance of all Equipment during the Term of this Agreement. USS shall retain title to and be the owner of all Equipment until the Equipment is purchased by Client upon termination as provided herein, or as evidenced by an agreement that is executed by both parties. USS shall not interfere with or disturb the Client's and its Customers' continued use and physical possession of the Equipment for the Term of this Agreement. It is expressly understood that all Equipment shall be and remains USS's personal property and the Client shall do all acts necessary to ensure that the Equipment remains USS's personal property and do not become fixtures of the Client or the Client's Customers. Throughout the Term of this Agreement, the Client, at its sole cost and expense, shall be responsible for all installation, maintenance, condition and care of the Equipment supplied by USS and utilized by the Client and its Customers pursuant to this Agreement. In addition, the



Client is responsible for any damaged, stolen or missing Equipment. In the event any Equipment must be replaced at any time during the Term of this Agreement as a result of a manufacturer's defect, the Client's sole remedy shall be replacement of such defective Equipment by USS, and all replacement costs (transportation, installation, etc.) shall be at the sole cost and expense of Client.

**16. PURCHASE OF EQUIPMENT UPON TERMINATION.** Upon the termination of this Agreement for any reason, the Client shall purchase all Equipment supplied by USS pursuant to this Agreement. The purchase price for the Equipment shall be as provided in Schedule "B" which is attached hereto and incorporated by reference herein (the "Equipment Purchase Price"). The Equipment Purchase Price shall be paid in full by Client to USS prior to the termination date of this Agreement.

**17. LIMITATION OF LIABILITY.** USS shall not be liable for any indirect, special or consequential damages arising out of the Services, or use of the System or Equipment. This includes, but not limited to, loss of anticipated profits, loss of personnel, or loss of data files. USS' liability for data files, including any such loss caused by negligence or misconduct by any employee of USS, shall be limited to reimbursing the Client for the cost of replacing, reassembling, or reformulating such data on Client's own Equipment by Client's own staff under the supervision of USS, or replacing the defective Equipment. In any case, USS' liability shall not exceed the total amount paid or payable for Services under this Agreement during the previous 60-day period. There are no warranties of any kind, express or implied, as to merchantability, fitness for purpose, or any other matter with respect to the System under this Agreement. USS shall not be liable for any claim or demand against Client by any other party resulting from instruction or data error or from inability or failure occasioned by any catastrophic or accidental loss of Client data or data files.

**USS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY STATEMENT OF WORK, IN WHOLE OR IN PART. USS EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. USS EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS.**

**18. FORCE MAJEURE:** USS shall not be liable for any problems due to external causes beyond its control including, but not limited to, terrorist acts, natural catastrophe, fire, flood, or other acts of God, and/or power failure, virus propagation, improper shut down of the network and related network systems/services.

**19. INDEMNIFICATION.** Client hereby agrees to indemnify and defend at its sole expense: USS, its employees, agents, representatives, directors and shareholders, from and against any and all claims, complaints and/or judgments arising from Client's use of any services and goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Client or any material breach by Client of these Terms. In addition, Client agrees to pay any judgment and costs associated with such claim/s.

**20. ENTIRE AGREEMENT.** This Agreement, together with each Statement of Work, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

**21. EXCUSE OF PERFORMANCE.** USS will not be liable or in default under this Agreement for failing to perform if such failure results from causes beyond USS' control. Services suspended due to causes beyond USS' control shall be canceled but this Agreement shall otherwise remain unaffected.

**22. GOVERNING LAW; ARBITRATION.** This Agreement shall be governed in all respects in accordance with the laws of the Commonwealth of Kentucky. Any and all disputes in any way arising under or relating to this Agreement or the obligations of the parties hereunder (except for actions requiring injunctive relief, which may be brought in a state, in Marshall County, or federal court in the Commonwealth of Kentucky), shall be resolved by arbitration in the Commonwealth of Kentucky in accordance with the rules of the American Arbitration Association ("AAA"), to which the parties hereby submit, including applicable rules related to emergency actions to preserve the status quo ante of the parties.

**23. TAXES.** Client shall pay promptly when due, or reimburse USS for, and hold USS harmless from, (i) all taxes (other than those taxes calculated solely on the basis of USS' gross or net income), including but not limited to ad valorem property (whether on real or personal property) or other taxes of any kind under state, local, or federal law, ownership, transfer, sales, use, excise, license, gross receipts and personal property taxes (including any relating to USS' legal title and interest in the Equipment, License and Software) or USS' ownership or Client's leasing, rental, sale, purchase, possession or use of the Equipment, License, or Software; and (ii) assessments and all other charges or withholdings of any nature (together with any penalties, fees, fines or interest thereon) arising at any time relating to the Equipment, License, Software or this Agreement or with respect to the ownership, use, possession, acquisition, ownership, operation, leasing, delivery, return or other disposition of any Equipment, License, Software, or upon the payments for such, whether the same be assessed to USS or Client. If Client fails to pay any such taxes, assessments and other charges when due or demanded (except taxes, assessments or charges being contested in good faith), USS, at its option, may do so, in which event the amount so paid (including any penalty or interest incurred as a result of Client's failure), plus interest thereon at the rate of 12% per annum, or the highest rate permitted by applicable law, whichever is less, shall be paid by Client to USS along with any filing fees, accountant fees, attorneys' fees and other reasonable expenses incurred by USS.

**24. SEVERABILITY.** Should any part or provision of this Agreement be held unenforceable, invalid, or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall be deemed to be unaffected by such holding.

**25. TECHNOLOGY PROCESS MANAGEMENT.** This Agreement includes USS' platform for delivery of network support services, security and networking solutions which is referred to as Technology Process Management (TPM). TPM services are outlined within Schedule "C", which shall be incorporated into this Agreement as Schedule "C" (the "Technology Process Management Agreement Terms & Conditions").

**IN WITNESS HEREOF,** the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CLIENT:

South Woodford Water District

a Kentucky Corporation

By: David W. Hudson

USS:

United Systems & Software, Inc.,

a Kentucky corporation

By: [Signature]

Name: David W. Hudson, CPA  
Title: Board Member, Treasurer  
Date: 12-27-2021

Name: Dana Fennell  
Title: Marketing Director  
Date: 12-28-2021



SCHEDULE "A"

**STATEMENT OF WORK  
Number – 12202021-01**

This Document is a Statement of Work ("SOW") as defined in the Master Agreement ("Agreement"), dated as of 12/27, 2021 (the "Effective Date"), between United Systems & Software, Inc. ("USS"), and South Woodford Water District ("Client"), and is subject to and incorporates by reference the provisions of the Agreement. This Statement of Work is dated and made effective as of 10/27, 2021 (the "SOW Effective Date").

**1. Equipment to be supplied by USS:**

N/A

**2. Services to be performed by USS:**

USS will provide CIS, utility billing and delinquent fulfillment including statements, envelopes, and return envelopes, statement postage, annual software support, and maintenance, automated off-site backups, meter reading system interface, Mobile Field Service, IVR for both incoming and outgoing calls, credit card processing & credit card fees, Customer Web Portal with self-serve account setup & controls, Office 365, email service, phone service, and TPM by United Systems network management services.

In addition, USS will provide the below outlined services associated with configuration, setup, and training:

**ALLIANCE™ Services, Configuration & Training-**

ALLIANCE™ Setup & Technical Services:

Setup, Application Configuration & Training; estimated 36 hours.

Hourly rate \$175/hr(36); Travel \$595/trip (1); Daily Per Diem \$275/day(2).

Services will be billed as they are rendered.

**ALLIANCE™ Utility Software Conversion Services-**

Utility Management System (UMS) Data Conversion Services for Current &-  
2 Years Historical Data

Estimated 1,700 accounts

**3. Location/Method for Delivery of Equipment:**

N/A

**4. Other System requirements:**

As UPM services are cloud based, standard cloud system requirements apply. Including 25mbps download and 5mbps upload internet speeds, Windows 10 64 bit, VPN, and Parallels RDP connection.

**5. Time of Equipment Provision and Performance:** This project is from \_\_\_\_\_ through \_\_\_\_\_. While preliminary, the following table proposes a draft week-by-week timeline and primary activity schedule for the project. The timeline is subject to change.

Project timeline will be determined by Project Manager and client after executed contract and assignment of project.

**6. Rates:**

Equipment and Services usage fee: \$1.69 per bill per month

Setup & Technical Services: Estimated 36 hours with 2 onsite days at \$175/hr, \$595/trip travel, \$275 daily per diem.

The Rates to be charged for this project are based on the currently published rates and in addition to potential fluctuation in prices, these rates will increase automatically on an annual basis in accordance with the published annualized Consumer Price Index (CPI) as determined by the U.S. Bureau of Labor, specifically CPI-U.

Full billing will begin upon Client's first billing of Customers under this System, or 6 months, whichever comes first.

**7. Payment Terms:**

Monthly for the contract duration of minimum 3 years (36 months) beginning upon implementation of Financial & Property Tax applications.  
Automatic Bank Draft

**8. Client's Representative:**

David Hudson, (859) 421.2937 or [david@lccgcpa.com](mailto:david@lccgcpa.com)



The Client's representative shall be an individual designated by Client who shall have the authority to transmit instructions, receive information, and define Client policies and decisions as they relate to Equipment and Services under this Agreement.

9. **Additional Terms and Conditions:** [specify, if any]

N/A

10. **General Conditions:** Capitalized terms not expressly defined in this Statement of Work shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the terms of the Agreement and the contents of this Statement of Work, the contents of this Statement of Work shall take precedence.

11. **Governing Law:** This Statement of Work shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed and delivered this Statement of Work as of the SOW Effective Date.

**CLIENT:**

South Woodford Water District  
a Kentucky Corporation

By: David W. Hudson

Name: David W. Hudson, CPA

Title: Board Member, Treasurer

Date: 12-27-2021

**USS:**

United Systems & Software, Inc.,  
a Kentucky corporation

By: Dana Fennell

Name: Dana Fennell

Title: Marketing Director

Date: 12-28-2021

**SCHEDULE "B"**  
**EQUIPMENT PURCHASE**

The Equipment Purchase Price shall be an amount equal to the greater of the following:

- 1) The aggregate amount of the rates listed in the Statement of Work for the remainder of the Term; or
- 2) The amount of the rates listed in the Statement of Work for one calendar year.

## SCHEDULE "C"

### TECHNOLOGY PROCESS MANAGEMENT AGREEMENT TERMS & CONDITIONS

The CLIENT and USS acknowledge:

USS is a provider of Technology Process Management (TPM) platform, hereinafter referred to as "TPM", that encompass network support services, security and networking solutions;

WHEREAS, the CLIENT desires to contract with United Systems & Software, Inc. (USS) for TPM, the parties agree as follows:

**CONDITIONS OF SERVICE.** CLIENT'S network is eligible for TPM services under this Agreement, provided it is in good condition and USS's serviceability requirements and site environmental conditions are met. USS reserves the right to inspect the network upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. USS shall not be responsible to CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of USS. USS reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any USS representative.

#### **SERVICE RESPONSIBILITY OF USS.**

- A. USS will provide remote and/or on-site services under the following conditions using the following bill rates for ADD'S, MOVE'S, OR CHANGES unless otherwise specified in Exhibit 1. It is the responsibility of CLIENT to promptly notify USS of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for USS to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in Exhibit 1 of this Agreement.
- B. If services are requested by CLIENT outside of normal business hours, USS shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.
- C. USS shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, unless otherwise specified in Exhibit 1, and in accordance with USS's Network policies then in effect. USS shall provide scheduled remote and onsite support services in accordance with this agreement. USS's representatives shall have and CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in Exhibit 1.
- D. USS shall be obligated to provide service only at the Location site/s defined in this agreement as outlined in Exhibit 1. If CLIENT desires to relocate, add or remove locations, CLIENT shall give appropriate notice to USS of its intention to relocate sixty (60) days in advance. USS reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

#### **CLIENT RESPONSIBILITIES.**

- A. CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by USS's representatives.
- B. CLIENT agrees that it will promptly notify USS of any modification, installation, or service performed on the Network by individuals not employed by USS in order to assist USS in providing an efficient and effective Network support response.
- C. CLIENT will designate a managerial level representative, a named CLIENT contact, to authorize all Network Support Services. This contact information shall be outlined in Exhibit 1, and it is CLIENT's responsibility to inform USS of any changes made to this representation thirty (30) days in advance.

**SERVICE LIMITATIONS.** In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- A. Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. USS will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- B. Manufacturer warranty parts and labor/services are outside the scope of this agreement. However, we will act as the responsible party for conversations with those vendors.
- C. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. USS's services within this agreement are predicated upon CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.
- D. Printer, computers, and server, maintenance support is limited to devices covered under manufacturer's warranty.
- E. Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and keeping our approved Anti-Virus Software with current updates.
- F. This agreement and support services herein are contingent on CLIENT'S permission of USS having secure remote access into CLIENT'S network with our remote access product.

**WARRANTIES AND DISCLAIMERS.** CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.



Exhibit 1 is designed to provide the CLIENT with a complete depiction of the TPM platform including location(s), user(s), etc..

**EXHIBIT 1**

**CUSTOMER BILLING ADDRESS:**

South Woodford Water District  
117 Crossfield Drive  
Versailles, Kentucky 40383

**LOCATION (S):**

South Woodford Water District  
117 Crossfield Drive  
Versailles, Kentucky 40383

**NUMBER OF USERS:**

4

**NAMED CUSTOMER CONTACT:**

David Hudson, (859) 421.2937 or [david@lcccpa.com](mailto:david@lcccpa.com)

**SERVICES:**

REMOTE MANAGEMENT	UNLIMITED REMOTE SUPPORT
REMOTE MONITORING	UNLIMITED ONSITE SUPPORT (HARDWARE MUST BE UNDER FACTORY WARRANTY)
VENDOR INTERVENTION	MICROSOFT SERVER AND WORKSTATION PATCH MANAGEMENT
ALIGNMENT STANDARDS AUDITS	3RD PARTY SOFTWARE PATCH MANAGEMENT
SECURITY	VCIO CONSULTING SERVICES
HARDWARE	BUSINESS CONTINUITY / CONTINUITY PLANNING
CORE INFRASTRUCTURE	MANAGED ANTI-VIRUS / MALWARE
SERVER INFRASTRUCTURE	DNS PROTECT (WEB FILTERING)
SOFTWARE	CLOUD BACKUP SERVER (NO SPACE LIMITS)
BUSINESS CONTINUITY	CLOUD BACKUP WORKSTATIONS (AS REQUIRED)