

SCHEDULE "A"

WORK ORDER NO. 20230110-01

This Document is a Work Order as defined in the Master Agreement ("Agreement"), dated as of Jan 17 2023 (the "Effective Date"), between United Systems & Software, Inc. ("USS"), and East Daviess Water Association ("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 Jan 17, 2023 (the "SOW Effective Date").

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

N/A

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

*Estimated* Recurring Utility Billing Monthly Fees:	
Estimated UPM with TPM Monthly Fee	\$ 8,057.92
Monthly Charges Estimated at \$1.69/Account for ~4,768 Accounts	
10 Total Named User Licenses (Add \$99 for Each Additional)	

Total Monthly Application and Service Charges:	<b>\$ 8,057.92</b>
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Initial Fees:

Initial Setup Fee	\$ 1,500.00
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ALLIANCE™ REMOTE Setup and Technical Services (Utility Management)	\$ 9,650.00
Setup, application configuration, and training (estimated 48 hours)	
Hourly rate of \$175/hr (48); travel \$425/trip (1); daily per diem \$275/day (3).	
Services will be billed as they are rendered.	
Should onsite services be requested, travel and daily per diem charges will apply.	

Utility Data Conversion with History (~4,768 accounts)	\$ 7,384.00
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Original Software Purchase Credit	<u>\$ (4,870.00)</u>
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Total Initial Fees:	<b>\$13,664.00</b>
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Included at no additional charge:

- 12 total named user licenses and 12 GB storage
- Utility CIS, utility billing, and delinquent fulfillment including statements, envelopes, return envelopes, and postage
- Counter Receipts & website
- Annual software support and maintenance
- Credit card processing, credit card fees (passed to the consumer as a service fee), and ACH bank drafts
- Meter Reading System interface
- Mobile Field Service (MFS)
- Customer Web Portal with self-serve account setup and controls
- IVR for both incoming and outgoing calls allowing inbound phone payments and outbound delinquent notifications by phone
- TPM by United Systems network management services, including automated offsite backups
- Microsoft 365, email, and phone service
- Alliance™ Financial Applications
- Dedicated UPM Customer Manager
- United Systems Provided Marketing Campaigns
- Ongoing UPM Metric Tracking & Quarterly Benchmark Updates


Not included:

- ACH fees charged by the bank
- MFS phones or tablets (iOS, Android, and Windows devices)
- Counter Receipts hardware: printer (\$1,200 each) and barcode scanner (\$325 each)
- Credit card terminals (\$475 each)

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

N/A

4. Other System requirements:

 <b>*MINIMUM* System Requirements</b>	
<b>Cloud Access</b>	<ul style="list-style-type: none"> <li>5 or less users               <ul style="list-style-type: none"> <li>High-speed (50 Mbps down/25 Mbps up minimum) Internet Connection</li> </ul> </li> <li>5+ users               <ul style="list-style-type: none"> <li>Add 50 Mbps down per 5 users</li> </ul> </li> <li>Windows 10 (64 bit-only)</li> <li>Parallels RDP Connection</li> <li>VPN</li> </ul>
<b>Workstation*</b>	<ul style="list-style-type: none"> <li>2.4 GHz, dual-core processor (quad-core preferred, 7th generation i5 or better, 64 bit only), 16GB of RAM, 50GB of free disk space</li> <li>Windows 10 Pro (64 bit only)</li> </ul>
<b>Display</b>	<ul style="list-style-type: none"> <li>1024 X 768 resolution VGA color monitor (1920 X 1080 preferred)</li> </ul>
<b>Technical Support</b>	<ul style="list-style-type: none"> <li>A high-speed (50 Mbps down/25 Mbps up or better) Internet connection</li> </ul>
<b>Additional Hardware*</b>	<ul style="list-style-type: none"> <li>If applicable, Epson Receipt Printer (TM-H6000V network version only)</li> <li>USB 3.0 or higher</li> <li>Microsoft mouse or compatible pointing device</li> <li>100/1000 Network Card &amp; 100/1000 Network Switch if operating in a network environment</li> </ul>
<b>Mobile Field Service</b>	<ul style="list-style-type: none"> <li>This application requires true server-grade hardware operating with Windows Server &amp; SQL Server</li> <li>A static IP address is required from the utility's ISP for MFS deployment</li> <li>Mobile Device Requirements:               <ul style="list-style-type: none"> <li>GPS Enabled</li> <li>Cellular Enabled</li> <li>Minimum 10GB free storage</li> </ul> </li> <li>Any iOS, Android, or Windows 10 mobile device still supported by the manufacturer*</li> </ul>
<b>Network</b>	<ul style="list-style-type: none"> <li>Static IP address</li> <li>The capability of forwarding ports in network router software</li> <li>Access through any firewall to achieve outside communication to the Alliance service</li> </ul>
<b>* Footnotes</b>	<ul style="list-style-type: none"> <li>* Not Supported: Windows 'Home' variant operating system, SQL Server 'Express' license format, Impact matrix printers</li> <li>* iPhone 7 and older iPhones not supported</li> </ul>

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 to be determined by Project Manager & Client after execution of contract and project assignment.

6. **Rates:**

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

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] \_\_\_\_\_  
 [Automatic Bank Draft]  \_\_\_\_\_

8. **Client's Representative:**

Agnes Johnson, 270-281-5187, [agnes@east-daviess.utilitydistrict.com](mailto:agnes@east-daviess.utilitydistrict.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 Work Order shall have the meaning ascribed to them in the Master Agreement. In the event of a conflict between the terms of the Agreement and the contents of this Work Order, the contents of this Work Order 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:**

East Davies Water Association \_\_\_\_\_  
a Kentucky Water Association \_\_\_\_\_

By: *Kasey Emmick*

Name: *Kasey Emmick*

Title: *General Manager*

Date: *1-17-2023*

**USS:**

United Systems & Software, Inc.,  
a Kentucky corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SCHEDULE "B"

WORK ORDER 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 Work Order for the remainder of the Term;

or

2) The amount of the rates listed in the Work Order for one calendar year.

## SCHEDULE "C"

### TECHNOLOGY PROCESS MANAGEMENT AGREEMENT TERMS & CONDITIONS FOR ALL WORK ORDERS

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' 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**

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

**CUSTOMER BILLING ADDRESS:**

9210 Kentucky 144  
Knottsville, KY 42366

**LOCATION (S):**

9210 Kentucky 144  
Knottsville, KY 42366

**NUMBER OF USERS:**

10

**NAMED CUSTOMER CONTACT:**

Agnes Johnson

**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)