

# UTILITY PROCESS MANAGEMENT - MASTER AGREEMENT

Document Number 20240620-1

This **UTILITY PROCESS MANAGEMENT MASTER AGREEMENT** (this "Master Agreement") is made effective this 20 day of June, 2024 ("Effective Date"), by and between **UNITED SYSTEMS & SOFTWARE, INC.**, a Kentucky corporation ("USS"), and Northeast Woodford Water District, a Kentucky Water District ("Client").

## RECITALS

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

**WHEREAS**, Client is a [detailed description of utility provided, etc.] 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;

**WHEREAS**, the CLIENT desires to contract with United Systems & Software, Inc. (USS) for Network Services, pursuant to the terms and conditions set forth in this Agreement (Schedule C);

**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. "Metering Equipment": Equipment supplied by USS and listed in a Work Order entered between the parties 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": Network equipment, Software, processes and license.
- F. "Services": Professional services provisioned by USS as specifically outlined within an Agreement Schedule as a Work Order.

**2. COOPERATION.** The parties acknowledge that the implementation and usage of the Metering Equipment, Licenses, Software, System and Services within 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.

**3. PROVISIONING OF METERING EQUIPMENT AND SERVICES.** USS and Client shall execute a separate Work Order in the form attached hereto in Schedule "A" (the "Work Order"). Each Work Order entered between the parties shall outline and govern the specific scope and other terms for Metering Equipment, Software, Systems and/or Services to be supplied by USS to Client, together with all other System requirements and will outline all corresponding usage or other fees and price terms. Each Work Order entered between the parties shall be attached and incorporated by reference into this Master Agreement as Schedule A (the "USS Equipment and Services"). Additional Work Orders shall be entered for all additional USS Equipment and Services requested by Client during the term of this Master Agreement and shall be numbered in sequential order i.e., Work Order No. 1, Work Order No. 2 etc. This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Metering Equipment, Software, Systems and Services provided pursuant to the Work Order.

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 such additional programs and services are agreed upon by USS and the Client, additional Work Orders will be entered for each third-party services requested.

Client agrees that USS may include commercially reasonable advertising by third parties on its bills, website and other material distributed by USS. Client further agrees to promote cost saving processes including the adoption of customer self-service functionality, credit card adoption by customers, and merchant credit card services provided by USS, and paperless billing provided by USS.

**4. TIME OF PERFORMANCE.** The provisioning of Metering Equipment, Software, 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 Master Agreement in accordance with Section 14, whichever is sooner (the "Term"). This Master 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 in each Work Order. If requested by the Client, USS, at its discretion, may provide other metering or network equipment, equipment maintenance, staff services, and other products and services which shall be scheduled as available, at USS' rates, and terms and conditions then in effect, and a new Work Order shall be entered for such additional services and products. For services other than as set forth in a Work Order, 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 a Work Order, USS shall invoice Client on a monthly basis for USS 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 a Work Order. 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 USS Equipment and 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 or modifications in the USS Equipment and Services to be performed by USS under this Master Agreement or any Work Order. Such changes, including any increase or decrease in the amount of USS' compensation, shall be incorporated by reference into a new Work Order reflecting the changes or modifications.

**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 Master 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 :	<u>Northeast Woodford Water District</u> <u>225 Suite A South Main St</u> <u>Versailles, KY 40383</u> Attn: Mary Shryock

**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 USS Equipment and Services necessary to perform under this Master Agreement and any Work Order. All personnel engaged in the work shall be fully qualified to perform such work. 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 under this Master Agreement or any Work Order, 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 likewise be solely responsible for the safety and actions of its employees, subcontractors and their respective employees and shall not be considered an agent or employee of USS.

**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 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 Master 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, or use for a purpose other than carrying out the terms of this Master Agreement or any Work Order. All improvements in the System shall vest solely in USS.

**12. ASSIGNABILITY.** Neither party shall assign any interest in this Master 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, intellectual property, and financial information (e.g., contractual agreements, software methods, processes, actual printed reports) deemed to be confidential in nature which may be revealed by either party under this Master 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 Master Agreement or any Work Order, or if USS shall violate any of the terms of this Master Agreement or any Work Order, 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 Master Agreement by giving written notice to USS of such termination and specifying the effective date of termination, at least thirty (30) days before the date such termination takes effect. In such event, in addition to Client's Equipment purchase requirements provided in Section 16, USS shall be entitled to be paid for all work or services performed under any Work Order prior to termination, together with all compensation due pursuant to this Section and the Master Agreement and/or any Work Order.

If, through its own fault, Client shall fail to fulfill in a timely and proper manner its obligations under this Master Agreement or any Work Order; or if Client shall violate any of the terms of this Master Agreement or any Work Order, or if Client shall fail to make full payment for any USS Equipment or 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 Master Agreement and/or any Work Order 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 Master Agreement or any Work Order, 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 Master Agreement.

If this Agreement is terminated for any reason other than those expressly stated in Section 4 and in accordance with Section 14, 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 Master Agreement or any Work Order as well as lost profits and other expenses already incurred, together with purchase of Equipment pursuant to Section 16. All 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 METERING EQUIPMENT; OWNERSHIP OF ASSETS; MAINTENANCE.** Unless otherwise stated in a Work Order,

USS shall provide all USS Metering Equipment incorporated by reference herein (the "Metering Equipment") and Services, or other assets needed for the System. All Metering Equipment shall be provided to Client at the location specified in a Work Order. Client shall, at its sole cost and expense, be responsible for the installation and maintenance of all Metering Equipment during the Term of this Agreement. USS shall retain title to and be the owner of all Metering Equipment until such Metering Equipment is purchased by Client upon termination as provided herein, or as evidenced by an agreement that is executed by both parties. Provided Client is not in default of its obligations, USS shall not interfere with or disturb the Client's and its Customers' continued use and physical possession of the Metering Equipment for the Term of this Master Agreement. It is expressly understood that all Metering Equipment shall be and remains USS's personal property and the Client shall do all acts necessary to ensure that the Metering Equipment remains USS's personal property and that such personal property does not become fixtures of the Client or the Client's Customers. This obligation shall include taking measures to ensure the Metering Equipment is specifically labeled and/or otherwise documented as being USS's personal property until such Metering Equipment has been fully purchased by Client. Throughout the Term of this Master Agreement, the Client, at its sole cost and expense, shall be responsible for all installation, maintenance, condition, and care of the Metering Equipment supplied by USS and utilized by the Client and its Customers. In addition, the Client is responsible for any damaged, stolen, or missing Equipment. In the event any Metering Equipment must be replaced at any time during the Term of this Master Agreement because of a manufacturer's defect, the Client's sole remedy shall be replacement of such defective Metering Equipment by USS, and all replacement costs (transportation, installation, etc.) shall be at the sole cost and expense of Client.

**16. PURCHASE OF METERING EQUIPMENT UPON TERMINATION.** Upon the termination of this Master Agreement for any reason, the

Client shall purchase all Metering Equipment incorporated by reference herein (the "Metering Equipment") supplied by USS pursuant to this Master Agreement or any Work Order. The purchase price for the Metering Equipment shall be as provided in Schedule "B" which is attached hereto and incorporated by reference herein (the "Equipment Purchase Price"). The Metering Equipment Purchase Price shall be paid in full by Client to USS prior to the termination date of this Master 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 Metering Equipment. This includes, but is not limited to, loss of anticipated profits, loss of personnel, loss of use, 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 Metering Equipment by Client's own staff under the supervision of USS, or replacing the defective Metering 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, Services or Equipment 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 USS EQUIPMENT AND SERVICES PROVIDED UNDER THIS MASTER AGREEMENT AND/OR ANY WORK ORDER, 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 USS EQUIPMENT AND SERVICES WILL MEET CLIENT'S REQUIREMENTS. IN SUCH EVENT, THE CLIENT'S SOLE REMEDY SHALL BE THE RIGHT TO TERMINATE THIS MASTER AGREEMENT.**

**18. FORCE MAJEURE:** USS shall not be liable for any damages caused by a Force Majeure Event and shall be excused from performance under this Master Agreement or any Work Order because of a Force Majeure Event. A Force Majeure Event shall mean an event beyond the reasonable control of USS that frustrates or impairs USS's performance and/or Client's ability to operate or function that includes, but is not limited to (a) acts of God (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Master Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of and/or (l) power failure, or 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 including attorney fees.

**20. ENTIRE AGREEMENT.** This Master Agreement, together with each Work Order, constitutes the sole and entire agreement of the parties to this Master 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 Master Agreement or any Work Order for failing to perform if such failure results from causes beyond USS' control. Services suspended due to causes beyond USS' control may be canceled but this Master 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 Master Agreement and/or any Work Order or any other obligations of the parties shall be brought exclusively in the state courts located in Marshall County, Kentucky or the United States District Court for the Western District of Kentucky, Paducah Division

**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 (iii) 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 Master Agreement or any Work Order 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 Master 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. NETWORK SERVICES.** This Master Agreement includes USS's platform for delivery of network support, security and networking solutions which is referred to as Network Services. Network Services are outlined within Schedule "C", which shall be incorporated into this Master Agreement as Schedule "C" (the "Network Services Agreement Terms & Conditions for all Work Orders").

**26. UPM, EMAIL & MICROSOFT 365 USERS.** This Master Agreement includes UPM software, email and Microsoft 365 services. The number of users licenses included within this service offering are calculated as two (2) per 1,000 utility customers. Any UPM software, email or Microsoft 365 accounts in addition to those provided as outlined above will be billed separately at current rates.

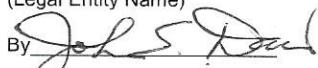
**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CLIENT:

USS:

Northeast Woodford Water District  
(Legal Entity Name)

United Systems & Software Inc.

By   
Name John Davis  
Title Commissioner

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

SCHEDULE "A"

WORK ORDER NO. 20240620-1

This Document is a Work Order as defined in the Master Agreement ("Agreement"), dated as of June 20, 2024 (the "Effective Date"), between United Systems & Software, Inc. ("USS"), and Northeast 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 June 20, 2024 (the "SOW Effective Date").

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

None

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**2. Systems (networking equipment) to be supplied by USS:**

Firewall & Access Point

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

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

Estimated UPM with TPM Monthly Fee	\$ 1,723.80
Monthly Charges Estimated at \$1.69/ Billed Account for ~1020 Billed Accounts	
Includes 4 Named Network & Software User Licenses & 4 GB Storage	
(Additional Software Licenses Add: \$99 ea. per month)	
(Additional Network Users Add: \$200 ea. per month)	

**Total Monthly Application and Service Charges:** \$ 1,723.80

**Initial Fees:**

Initial UPM Setup Fee	\$ 1,500.00
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ALLIANCE™ Remote & Onsite Setup and Technical Services <sup>2</sup> (UPM)	\$ 13,700.00
Setup, application configuration, and training (estimated 48 hours) <sup>3</sup>	
Hourly rate of \$250/hr (48); travel \$875/trip (1); daily per diem \$275/day (3).	
Services will be billed as they are rendered. <sup>5</sup>	
<i>Should additional services be required, travel and daily per diem charges will apply.</i>	

Networking Remote & Onsite Setup and Technical Services <sup>2</sup> (Managed IT-N)	\$ 9,425.00
Setup, application configuration, and training (estimated 32 hours) <sup>3</sup>	
Hourly rate of \$250/hr (32); travel \$875/trip (1); daily per diem \$275/day (2).	
Services will be billed as they are rendered. <sup>5</sup>	
<i>If additional services are required, hourly rate, travel and daily per diem charges will apply.</i>	

Utility Data Conversion with ~2 Years History (~1020 accounts) <sup>6</sup>	<u>\$ 5,510.00</u>
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Original Software Purchase Credit \$ (4,690.00)

**Total Initial Fees:** \$ 25,445.00

Included at no additional charge:

- Utility CIS, utility billing, and delinquent fulfillment including statements, envelopes, return envelopes, and postage
- Counter Receipts
- Utility 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 allowing inbound phone payments and account information<sup>7</sup>
- TPM by United Systems network management services, including automated offsite backups
- Microsoft 365, email, and phone service
- 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) – 1 Included with Efexsys.

4. Location/Method for Delivery of Equipment:

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5. Other System requirements:



	REQUIREMENTS
CLOUD ACCESS	5 or fewer users: <ul style="list-style-type: none"><li>• High-speed (50 Mbps down/25 Mbps up) Internet connection (<b>50 Mbps up recommended</b>)</li></ul> Greater than 5 users: <ul style="list-style-type: none"><li>• Add 50 Mbps down per 5 users</li><li>• Windows 10 Professional (64 bit-only)</li><li>• Parallels RAS Client</li></ul>
WORKSTATION	<ul style="list-style-type: none"><li>• 2.4 GHz, dual-core processor (quad-core preferred, 7th generation i5 or better, 64-bit only)</li><li>• Windows 10 (64-bit only)</li><li>• 16GB of RAM (<b>32GB of RAM recommended</b>)</li><li>• 50GB of free disk space (<b>100GB of free disk space recommended</b>)</li></ul>
NETWORK	<ul style="list-style-type: none"><li>• Static IP address</li><li>• Capability of port forwarding through network hardware connection</li><li>• Access through any firewall to achieve outside communication to the Alliance service</li></ul>
DISPLAY	<ul style="list-style-type: none"><li>• 1024 X 768 resolution VGA color monitor (<b>1920 X 1080 recommended</b>)</li></ul>
PRINTERS	<ul style="list-style-type: none"><li>• Epson receipt printer, if applicable (TM-H6000V only)</li></ul>
ADDITIONAL HARDWARE	<ul style="list-style-type: none"><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>
MOBILE FIELD SERVICE	<ul style="list-style-type: none"><li>• A static IP address from the utility's ISP</li><li>• An iOS, Android, or Windows 10 mobile device still supported by the manufacturer that is GPS enabled, cellular enabled, and has minimum 10GB free storage</li></ul>

*Not Supported: Windows Home operating systems, SQL Server Express license format, Impact matrix printers, and iPhone 7 and earlier models*

6. **Time of Equipment Provision and Performance:** This project is from TBD through TBD. 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 customer & assigned project manager after contract execution.

7. **Rates:**

Equipment and Services usage fee: \$1.69 per billed account 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.

8. **Payment Terms:**

[Monthly]

[Automatic Bank Draft]

9. **Client's Representative:**

Mary Shryock  
[northeastwwd@aol.com](mailto:northeastwwd@aol.com)  
859-873-5989

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.

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

N/A

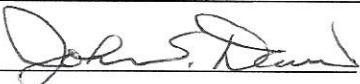
11. **General Conditions:** Capitalized terms not expressly defined in this Work Order shall have the meaning ascribed to them in the Master Agreement. In the event of a conflict between the terms of the Agreement and the contents of this Work Order, the contents of this Work Order shall take precedence.

12. Equipment shipping costs, if any, are not included within proposed pricing. Client will bear the cost of shipping and handling for all Metering Equipment and System related equipment, including but not limited to networking equipment.

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

**CLIENT:**

Northeast Woodford Water District  
a Kentucky Water District

By: 

Name: John Davis

Title: Commissioner

Date: 7-2-24

**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"

### NETWORK SERVICES TERMS & CONDITIONS

The CLIENT and USS acknowledge:

USS is a provider of Network Services, hereinafter referred to as "Network Services," that encompass network support services, security and networking solutions;

**CONDITIONS OF SERVICE.** CLIENT'S Network is eligible for Network 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 onsite services under the following conditions using the following bill rates for adds, moves, 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 onsite 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 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 a 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 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, USS 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, computer, 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 USS'S 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 USS'S 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 Network Services, including location(s), user(s), etc.

**CUSTOMER BILLING ADDRESS:**

225 Suite A South Main St.  
Versailles, KY 40383

**LOCATION(S):**

225 Suite A South Main St.  
Versailles, KY 40383

**NUMBER OF USERS:**

4

**NAMED CUSTOMER CONTACT:**

Mary Shryock  
northeastwwd@aol.com  
859-873-5989

**NETWORK MANAGEMENT TOOLSET & SERVICES:**

- Remote management and monitoring
- Alignment standards audit
  - Security
  - Network and server infrastructure
  - Software
- Unlimited remote support
- Onsite support (hardware must be under factory warranty)
- Third party software patch management (for all applications and tools in offering)
- VCIO consulting services
- Business continuity/continuity planning
- Managed anti-virus/malware
- DNS protect (web filtering)
- Cloud backup



# Quotation

**Merchant Customer:**  
Northeast Woodford Water District, KY

**Prepared By:**  
Daniel Brown, Efexsys Reseller  
Phone: 270.205.3103 - Email: [danielb@united-systems.com](mailto:danielb@united-systems.com)

Date: June 20, 2024

## Proposed Fee Schedule- Service Fee Model

### Online Payment Portal, Point of Sale, & IVR- Visa, Mastercard, American Express, Discover

#### Credit / Debit Card

Fee	\$0 - \$50
	\$2.50 Flat Fee
	\$50 - \$5,000
	+ 2.8%*

e-Check	\$1
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\*maximum allowable charge \$5,000

\*2.8% applies to all amounts over \$50 less the first \$50 spent. Eg. \$100 charge = \$2.50 + (100-50) x 2.8%

General— Upon successful settlement, Efexsys will deposit funds into appropriate customer bank accounts within 48 hours.

#### Services

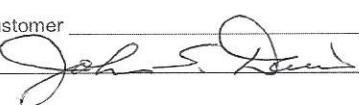
Set-up - Online Payment Portal	Included
Set-up - IVR Payment Portal	Included
Set-up - Point-of-Sale (POS)	Included

General— Upon successful settlement, Efexsys will deposit funds into appropriate customer bank accounts within 48 hours.

#### Footnotes & Considerations

1. One credit card terminal will be provided to the utility at no cost. Should the utility require additional credit card terminals, those will be billed at the one-time fee of \$475 for each terminal.

**Authorization**—Merchant Customer agrees to the proposed rates and conditions. Merchant Customer also agrees this is a complete and exclusive statement of Agreement between the parties, which supersedes all implied, oral, and written communications between the parties. This Agreement shall be effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Merchant Customer \_\_\_\_\_  
Signature: 

Contact Name & Title: Mary Shryock, biller  
Purchase Order Number: \_\_\_\_\_