

**MUNI-LINK BILLING****CUSTOMER INFORMATION**

Name: CSWR, LLC

BILLING Address: Suite 303
1650 Des Peres Road
Des Peres, MO 63131

Phone: (314) 380-8563

Website: www.centralstateswaterresources.com

Management Contact: Mike Duncan
Title: Vice President
Phone: (314) 380-8563
Email Address: mduncan@cswrgroup.com

Primary Muni-Link Contact: Same
Title:
Phone:
Email Address:

Accounts Payable Contact: Same
Title:
Phone:
Email Address:

Tax Exemption ID: _____ (certificate attached)

Service Types Billed for: Water and Sewer

Services Billing Cycle: Monthly

How many Total Accounts: 60,000 – initially, and as of the effective date of this agreement

MUNI-LINK SERVICE

Muni-Link Billing is a comprehensive cloud based software solution that incorporates Customer Information System, Utility Billing, and Collections Management in an integrated environment.

Anticipated Go Live Date: Approximately 6 months from the project kick-off call

Implementation, Training and Data Conversion Fee: [REDACTED] – for a full remote implementation. Travel and expenses can be quoted for on-site training and implementation days. This fee is for our standard best practice data conversion and implementation process including customer readiness and acceptance prior to go live, and includes 3 years of history being imported directly into our system from one database of documented data, as provided by the Customer. See Schedule B for more details. One third of this fee is due after the Implementation Project Kick-off Call. One third is due 45 days later, and the remaining third is due 45 days after that.

Muni-Link Software Fee: - [REDACTED] per month – for 60,000 accounts – and includes the Software License, Updates and Enhancements, Hosting and Unlimited Support. Invoicing of the Software Fee will begin 30 days before the agreed upon original Go Live Target Date established during the Implementation Project Kick-off Call (or the actual Go Live Date if sooner). One lump sum invoice for the total number of accounts will be provided to CSWR each month (i.e. not broken down by operating company or system). See Schedule B for further pricing details.

Timely Payments: Payments for the Implementation/Data Conversion and initial recurring Software Fee invoices are due on time regardless of project delays not specifically caused by Muni-Link.

Muni-Link Invoicing Cycle: Monthly – 30 days in advance

Automatic Price Adjustment: The Software Fee will increase on a prorated basis, each time the total number of accounts (excluding inactive accounts) increases by more than 50.

Annual Price Adjustment: After two years, the Software Fee and Pricing Schedule / Import Fees for additional accounts are subject to an annual increase of 2.5%, or the annualized Cost of Living increase as per the Bureau of Labor Statistics Northeast Region CPI Index, if higher, starting one year after the first Software Fee invoice.

LINK COMPUTER CORPORATION CONTACT INFORMATION
--

Corporate Name and Address: Link Computer Corporation
140 Stadium Drive
PO Box 250
Bellwood, PA 16617

Phone: (814) 742-7700

Fax: (814) 742-7900

Websites: www.muni-link.com; www.linkcorp.com


Sales Contacts:	Scott Baker Senior Account Rep (814) 742-7700, ext. 417 sbaker@muni-link.com	Ryan Shaulis VP of Sales and Marketing (814) 742-7700, ext. 446 rshaulis@Muni-Link.com
------------------------	---	---

Other Contacts:	Jim Rokosky Sr. VP of Operations (814) 742-7700, ext. 378 jrokosky@muni-link.com	Tim J Link Manager of Implementations (814) 742-7700, ext. 323 tjlink@muni-link.com
------------------------	---	--

Mariah Papi
Customer Support Manager
(814) 742-7700, ext. 350
mpapi@linkcorp.com

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: 
Tim Link, President

Date: 2-7-2022

CSWR, LLC

By: 

Date: 2/4/2022

Print Name: Michael Duncan

Title: Vice President



MUNI-LINK BILLING

1. MONTHLY SOFTWARE FEE SCHEDULE

<u>TIERS</u> (# of Accounts)	<u>FEE</u> – per 50,000 Accounts
<ul style="list-style-type: none">• Up to 50,000• 50,001 – 100,000• 100,001 – 150,000• 150,001 – 200,000• 200,001 – 250,000• Over 250,000	

Partial Tiers are billed for on a prorated basis.

The total number of accounts include active and suspended, but excludes inactive.

This Fee Schedule is subject to the annual COL Price Adjustment referenced in Schedule A.

This Fee Schedule includes no more than 2 services per account, including water and wastewater. Each additional service, except for irrigation water, will incur a 10% surcharge of the MRR for that community/system.

2. INITIAL IMPLEMENTATION, TRAINING AND DATA CONVERSION

See Attachments B-1 and B-2 for Statement of Work and other implementation information.

3. SUBSEQUENT AND ONGOING IMPORTING OF ADDITIONAL ACCOUNTS

See Attachment B-3 for Statement of Work.

ONE-TIME FEES – for each import of new acquisitions and additional accounts

- Less than 2,000 Accounts
- 2,001 – 5,000
- 5,001 – 10,000
- 10,001 – 20,000
- Over 20,000 Accounts

These fees are subject to the annual COL Price Adjustment referenced in Schedule A.

4. ONGOING SUPPORT

See Attachment B-4 for Statement of Understanding.

5. PREMIUM NOTIFICATIONS USAGE COSTS

The following charges apply:

- Calls [REDACTED] per minute (whole minute increments)
- SMS [REDACTED] each
- Email [REDACTED] per 1,000 ([REDACTED])

Attachments B-1, B-2, B-3 and B-4 are incorporated as part of this Schedule B and the Software License Agreement.


IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: 
Tim Link, President

Date: 2-7-2022

CSWR, LLC

By: 
Print Name: Michael Duncan
Title: Vice President

Date: 2/4/2022



Statement of Work – Initial Implementation, Training, and Data Conversion

Statement of Work

Initial Implementation, Training, and Data Conversion

The below is an outline of our commitment to deliverables between CSWR, LLC (CSWR) and Muni-Link for Data Conversion and Implementation of 60,000 Accounts with history.

- Conversion – will complete conversion from current system to Muni-Link for up to 60,000 accounts
 - We will work with CSWR and/or your current vendor to import your existing data. Our standard practice is to convert (3) years of historical data from your current system into the Muni-Link Billing solution.
- Migration of your legacy data to the Muni-Link software is a multi-step process:
 - Pre-Conversion Setup: The Muni-Link Implementation Lead (IL) and the customer project team work together to perform the initial system configuration in preparation for the data migration.
 - Data Pull: The Muni-Link Data Engineer (DE) provides the customer with a link for uploading the legacy data to a secure FTP site in a mutually agreed to format. The format will vary based on the legacy system that the customer is migrating data from and the capabilities available to export it.
 - Data Staging. The DE maps the source data to a set of standard Muni-Link staging tables that are used to prepare the data for migration.
 - Data Quality Check. The DE runs a set of automated data quality checking routines over the staged data to ensure that it meets the minimum requirements for migrating the data to Muni-Link Billing. Any issues that are found are resolved through collaboration with the IL and customer and the process repeats until all data quality issues have been resolved.
 - Initial Data Conversion: The DE executes the automated data migration process on the staged data after all data quality checks have passed. The DE inspects the converted data through direct database queries as well as through the Muni-Link Billing application. The converted database is then made available to the IL and customer for data review.
 - Data Review: The IL and customer project team review the converted data using the Muni-Link Billing application. All discrepancies, missing items, and questions are noted in the Muni-Link project management software and shared to the DE for remediation.
 - Refinement. The process is repeated for several iterations until the data has been fully and accurately migrated and signed off on by CSWR.



Statement of Work – Initial Implementation, Training, and Data Conversion

- Go-Live. At the time of go-live, the customer ceases making productive use of their legacy system, pulls the data and uploads it to the Muni-Link secure FTP site, and the Data Engineer performs a final conversion using the data staging scripts that were developed for the practice conversion.
- Implementation and Training
 - Implementation Schedule will be determined shortly after contract signature and with input from CSWR.
 - Will follow our normal implementation plan which consists of a 10 Step plan. See *attached Muni-Link Implementation Plan*
 - Includes: Client Profile Sessions, Pre-Conversion Set-up, Data Conversion Tasks, Education, Go-Live, After Go-Live Support
 - CSWR will be assigning Power Users/SME's (PU/SME's) that we will be educating to set up the new acquisition systems after the initial training is complete
 - Go-Live
 - Prior to go-live we will work with CSWR to confirm readiness and acceptance
 - Confirmation will occur through a series of steps that we've developed for the acceptance of the Muni-Link System
- Additional Education/Training – In addition to the above, we will continue to provide education/training for up to 1 Year to the PU/SME from date of signed contract
 - Sessions must be scheduled in advance
- Software Development
 - Muni-Link software will be implemented "as-is" basis
 - We will provide our standard CSV File or PDF File to your Print/Mail vendor for printing and mailing of bills
 - Development Items – We have the following two development items that we are agreeing to as part of this SOW.
 - Utility Cloud Integration Update
 - We will be working with Utility Cloud and CSWR to clearly define the needs, develop, and update the integration prior to go-live
 - Business analysis to identify and document all anticipated use cases.
 - Gap analysis to determine any new feature/functionality that is required to address all use cases captured during business analysis. Currently there is one known gap, which is sending additional data so that Utility Cloud can determine which water system a service order belongs to.
 - Software construction and unit testing.

Statement of Work – Initial Implementation, Training, and Data Conversion

- Integration testing.
- User acceptance testing. This final phase of the effort involves CSWR, Muni-Link, and Utility Cloud processing a representative set of use cases end-to-end through the fully configured and integrated systems.
- Read Replica Database will be included
 - This database will give CSWR a read only connection to the database where data analytics and creating of additional reports can be completed by CSWR
 - We currently have more than 100 reports within our system. CSWR will be able to use the read replica to create highly customized reports that are needed
 - To provide the read replica of the database we will:
 - Provision a virtual machine and configure the network and operating system.
 - Install and configure MariaDB.
 - Create a backup of the production database and restore it to the replica node.
 - Configure the read replica to sync with one of the production database nodes.
 - Configure replication monitoring to ensure alerts are received if replication breaks and requires maintenance.
 - Provision a virtual machine and configure it as a bastion host to allow create a “gateway” for CSWR access the read replica.
 - Monitor and perform ongoing maintenance such as OS upgrades, MariaDB upgrades, general housekeeping tasks, and any break/fix response should replication fail for any reason

CSWR, LLC

Print Name: Michael Duncan

Date: 2/4/2022

Initials: 



Muni-Link Implementation Plan

STEP 1: IMPLEMENTATION KICK-OFF MEETING

- Describe Implementation Process: Review tentative schedule including required milestones
- Discuss Implementation Meeting Questions
- Schedule Client Profile Session
- Send documentation to set up at least one PC on-site to access Muni-Link

STEP 2: CLIENT PROFILE SESSION

- Complete Client Profile
- Identify any issues with processes and procedures
- Discuss import/export procedures, including reader interface

STEP 3: PRE-CONVERSION SET UP SESSION

- **Client enters fundamental information including Users, Services, Rates, G/L Accounts and Miscellaneous Charges into the Muni-Link system. Note: these are setup items that are not converted into Muni-Link.**

STEP 4: INITIAL DATA CONVERSION

- Receive initial copy of the data for conversion
- First Data Conversion to Muni-Link
- Schedule Data Conversion Review and training sessions
- Additional re-conversions completed as necessary (using the initial data pull)

STEP 5: DATA CONVERSION REVIEW

- Guided review of the converted data
- **Client continues data conversion review *independently***
- **Client performs additional review of re-converted data as necessary**

STEP 6: TRAINING SESSION

- Receive training on Muni-Link features and processes
- Guided review of settings and configurations from Step 3 within Muni-Link processes for client to verify their business processes.
- **Client reviews all business processes in Muni-Link (bill cycle, notices, penalties, etc.)**



Muni-Link Implementation Plan

- Client approves bill formats and notices
- Client verifies any required import/export processes
- Client independently runs and reviews required reports

STEP 7: CONFIRM CUSTOMER READINESS

- Client verifies all converted data has been reviewed
- Client verifies all tables are setup correctly
- Client verifies that all training has been completed
- Client verifies that all implementation tasks are on schedule
- Client verifies all processes are operational and approved
- Review/Confirm Go-Live Date

STEP 8: GO LIVE

- Final Data Conversion to Muni-Link completed
- Client confirms ending balances in old system match beginning balances in Muni-Link
- Client performs FINAL converted data review
- Client begins daily operations in Muni-Link: enter payments, work orders, etc.

STEP 9: COMPLETE ONE BUSINESS CYCLE

- Apply penalties/interest
- Prepare delinquent notices
- Generate first billing

STEP 10: CONTINUED SUPPORT

- Transition to Support Team for ongoing support

KEY

- Muni-Link & Client Participation Required
- Client Participation Required



Statement of Work – Subsequent and ongoing importing of Additional Accounts

Statement of Work

Subsequent and ongoing importing of Additional Accounts

The below is an outline of our commitment to deliverables between CSWR, LLC (CSWR) and Muni-Link for New Acquisitions by CSWR.

- Conversion – we will provide a spreadsheet for CSWR to fill in for each new acquisition
 - We will import from our standard spreadsheet provided to CSWR
 - No transaction history will be converted
- Process –
 - Create a test DB from the customer Live database
 - Add mapping logic for the last reading.
 - Map the data from the spreadsheets and run the Conversion process to add New Accounts to the test database
 - Validate the results of the Conversion and review with the customer
 - Once approved, determine the date to run the process against Live (CSWR must remain out of the system until the process is complete)
 - Once the conversion is complete, the monthly charge for Muni-Link will be for the additional accounts added
- Education – during the initial conversion and first year the CSWR staff will be shown how to set up all new configurations for acquisitions
 - Setup and configuration is not included as we are educating the CSWR to be able proceed with these tasks for new acquisitions

CSWR, LLC

Print Name: Michael Duncan

Date: 2/4/2022

Initials: 



Statement of Understanding – Ongoing Support

Statement of Understanding

Ongoing Support

The below is an outline of our commitment to deliverables between CSWR, LLC (CSWR) and Muni-Link for Support.

- CSWR will have Power Users/Subject Matter Experts (PU/SME's) that will be level 1 support to their contracted employees.
 - If these users would need further assistance then the PU/SME's would initiate a contact with Muni-Link Support
- Business hours support: Muni-Link support will be available from 8am – 6pm, Eastern Time, M-F excluding holidays. Support is available by phone, email, and chat.
 - After hours support: After hours support is available through email or phone with a call back. After hours support can also be scheduled if a customer knows they will need assistance during non-business hours times.
- The help desk is staffed by Support Specialists who are the first line of contact with a customer that calls for support. Support Specialists can answer questions, investigate issues, provide walkthroughs of functionality, resolve configuration issues, and qualify break/fix issues for escalation to the Software Development Team. Support Specialists are able to do screen sharing with the customer to demonstrate functionality, observe what the customer is seeing, or assist the customer with understanding a task.
- A full time Support Liaison from the Software Development team is assigned to the Support team to handle engineering level escalations. The Support Liaison triages escalations, resolves them if possible, or assigns them to a member of the Software Development team for resolution.
- Support consulting: In addition to Support Specialists, the Support Team has Support Consultants who handle issues that involve research, detailed training, business analysis, complex setup and configuration, or longer-term engagements with the customer. The Support Consultants are available to work with customers on issues that are more involved than question/answer, break/fix, or simple configuration/setup issue that can be resolved on first contact or within the scope of a narrow engagement window.
- Upgrades
 - Upgrades are provided monthly. The third Wednesday of every month a webinar is provided to demonstrate the new features that will be released that month and then the software is released the following weekend. Because Muni-Link Billing is cloud-



MUNI-LINK
powered by LINK COMPUTER CORPORATION

Attachment B-4

Statement of Understanding – Ongoing Support

based, software as a service the new functionality is immediately available to all customers upon release.

- Additional education can be provided on a quarterly basis (scheduled in advance) to review new features and functions with the CSWR Staff.

CSWR, LLC

Print Name: Michael Duncan

Date: 2/4/2022

Initials:



THIS AGREEMENT, effective as of the date the last party executes this Agreement as set forth next to their signature below, is made between LINK COMPUTER CORPORATION, 140 Stadium Drive, PO Box 250, Bellwood, PA, 16617 (hereinafter "Link"), and CSWR, LLC, Suite 303, 1650 Des Peres Road, Des Peres, MO, 63131 (hereinafter "Customer").

1. LICENSE GRANT

Link hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right to use the Services identified in Schedules A and B attached hereto or additional Schedules to be attached hereto in the future (Schedule A and/or future Schedules referred to hereinafter as "the Schedules") (hereinafter "Services") solely for Customer's own internal business purposes. All rights not expressly granted to Customer are reserved by and to Link. No ownership in the Services is transferred hereunder. Customer grants to Link an irrevocable license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or Customer's users.

2. LINK SERVICE SUPPORT TO CUSTOMER

Link maintains a full-time, dedicated, and professional support staff to provide assistance to Customers. The support staff will answer process and "how-to" questions, resolve user problems, configure software changes requested by Customer, and review and explain new features when they are released. This support is available by telephone and email. Additionally, Link provides video tutorials, "Help Cards", periodic webinars and other support resources. This support is included as part of the standard monthly fee referenced on the Schedules attached hereto with respect to those particular services.

3. LINK RESPONSIBILITIES

3.1 Link shall use commercially reasonable efforts to make the Services generally available 99.5% of each calendar month, except for: (a) planned downtime, with at least 48 hours of advance notice to the Customer, which will be scheduled during hours other than Monday through Friday, 8:00 AM to 6:00 PM (EST), whenever reasonably possible; and (b) downtime caused by circumstances beyond Link's reasonable control, including but not limited to, acts of nature, acts of government, flood, fire, civil unrest, threat of terrorism, strike or other labor problem not involving Link's employees, telecommunications or computer failures or delays, and unauthorized and/or illegal network intrusions or cyber-attacks that result in damage to the Services or operate to prevent use of the Services by Link and/or the Customer.

3.2 Link shall use commercially reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the Services, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the Services and/or Customer's use thereof.

3.3 Link shall use commercially reasonable efforts to monitor its Services and take commercially reasonable actions to make Link's Services secure from unauthorized access, network intrusions, cyber-attack, or subject to viruses or malware.

4. CUSTOMER RESPONSIBILITIES

4.1 Customer may use the Services only for Customer's internal business purposes. Customer and its authorized users shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity or performance of the Services in whole or in part; or (c) attempt to gain unauthorized access to the Services or any related system or network. Customer shall take reasonable measures to protect Customer's information technology system from unauthorized access and to prevent anyone from engaging in the foregoing prohibited actions. If Customer or its authorized users engage in the foregoing prohibited actions or if Customer fails to take reasonable steps to protect Customer's information technology system from unauthorized access that results in an unauthorized user engaging in the foregoing prohibited actions, Link may immediately suspend Customer

from accessing the Services until Customer corrects the violation, or Link may also terminate Customer's license and this Agreement for such breach.

4.2 Customer shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any Services or the Content in any way; (b) modify, copy, or make derivative works based upon the Services or the Content; (c) create Internet "links" to or from the Services or "frame" or "mirror" any Content, other than on Customer's own intranets or otherwise for Customer's own internal business purposes; or (d) disassemble, reverse engineer, or decompile the Services in order to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, designs or graphics of the Services, or (iii) copy any idea, feature, function, design, or graphic of the Services. The Services licensed hereunder cannot be shared with anyone else or used by anyone other than Customer and its authorized users. "Content" means visual information, documents, software, products and services contained or made available to Customer as part of the Services.

4.3 Customer shall: (a) use reasonable efforts to prevent unauthorized access to or use of the Services or any Content in whole or in part; (b) notify Link promptly of any actual or suspected unauthorized access/use; (c) abide by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (d) be responsible to ensure the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; and (e) comply with Link's policies to obtain support and other services under this Agreement.

5. CUSTOMER DATA

5.1 All Customer Data (any data or information Customer provides or submits within the parameters of the Services including the initial conversion of data during implementation and set up) shall be and always remain Customer's and shall be considered Customer's Confidential Information. Link will retain Customer Data up to ten (10) years. Customer shall grant Link access to the Customer Data so that Link can respond to, assess, or resolve service or technical problems; in doing so, Link will maintain the confidentiality of the Customer Data.

5.2 Upon termination of this Agreement, Customer Data shall be provided to Customer in a standardized electronic format capable of being converted and/or uploaded into most databases upon payment of all outstanding invoices to Link. Link shall have no obligation to retain a copy of Customer Data longer than 30 days after delivery to Customer of the Customer Data.

5.3 Link can provide Customer Data in a standardized electronic format capable of being converted and/or uploaded into most databases to Customer during the term of this Agreement upon request of the Customer. Customer will be responsible to pay Link's standard processing fee in effect at the time of the request.

6. CHANGES TO SERVICES

Link reserves the right to: (a) upgrade, modify, replace, or reconfigure the Services at any time, and (b) change the terms of this Agreement, including Link's fee schedule, support and service terms and standards. Link will give Customer at least 30 days' advance notice of any change that significantly affects the use or cost of any Service by either an email to Customer's representative or by a posting on the Service to which the change applies. For 30 days after the foregoing notice, Customer shall have the right to terminate the Service; in which case, at Customer's request, Link will continue to provide the Service for up to 90 days so long as the monthly fee is paid current during this transition period. Otherwise, the change will be deemed effective 30 days after the notice if Customer uses the Service to which the change applies thereafter.

7. FEES AND PAYMENT

7.1 Link will invoice Customer in accordance with the terms specified in the Schedules attached hereto. Customer shall pay all amounts due when they are due.

7.2 Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the due date until paid. Customer shall also be responsible for any applicable expenses incurred with collection efforts, including but not limited to pre-litigation collection efforts, by an attorney or collection agency and court costs and attorneys' fees.

7.3 If Customer's account has a past due balance, Link reserves the right to suspend the Services until such amounts are paid in full, including all accrued liabilities and obligations. Customer will continue to be charged during any period of suspension. Link reserves the right to impose a reconnection fee if Customer access to the Service is suspended for non-payment, and Customer thereafter requests access to the Services.

8. TERM AND TERMINATION

8.1 The term of this Agreement shall be for one (1) year from the date the last party executes this Agreement as set forth next to their signature below. Upon signing this Agreement, the Customer is obligated to pay the fees as specified in the attached Schedules, including the Implementation, Training and Data Conversion Fee in full, and Muni-Link Software Fees for one year. This Agreement shall renew automatically for additional one-year terms unless either party provides written notice of the party's intent to not renew the Agreement to the other party at least 90 days prior to the expiration of the then existing term. Upon termination and payment to Link of all outstanding invoices, Link shall provide Customer with the Customer Data in a standardized electronic format as provided for in Section 5.2.

8.2 If Customer breaches this Agreement for any reason including nonpayment of invoices for Services, except for breach of Customer's duties in Section 4.1 in which Link may terminate the Agreement immediately, Link may terminate this Agreement after 30 days' written notice to Customer, and Customer fails to cure the breach during such 30-day period. If Link terminates the Agreement, Customer shall remain responsible to pay any balance remaining due and upon payment of the same, Link shall provide Customer Data in a standardized electronic format as provided for in Section 5.2.

8.3 If Link breaches this Agreement for any reason, Customer may terminate this Agreement upon the following: thirty (30) days after written notice to Link detailing the breach and Link failing to cure the breach during such thirty (30) day period.

8.4 Upon termination of this Agreement and prior to the release of the Customer Data to Customer, Customer shall submit to Link a written and signed letter affirming that Customer has (a) not given, sold, rented, or lent any copy or any part of the Confidential Information (defined in Section 9) in any shape or form to any third party, including any user login credentials; and (b) releasing Link from any and all claims related to this Agreement and the Services.

9. PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 Link owns all right, title and interest in and to the Services and the Content, including but not limited to copyrights, patents, trade secrets, trademarks, and intellectual property not subject to copyright or patent but are proprietary and valuable to Link (collectively, "Proprietary Rights"). The "MUNI-LINK" name and logo are registered trademarks of Link, and the product names associated with the Services are trademarks of Link. Customer shall have no right or license to use the trademarks without Link's written permission. Customer shall not challenge any ownership or other right of Link with respect to the trademarks or Proprietary Rights while a customer or after termination of this Agreement.

9.2 Proprietary Rights shall constitute "Confidential Information" under this Agreement. Without Link's prior written consent, Customer shall not use any Confidential Information except on a "need to know" basis to use the Services, nor shall Customer disclose any Confidential Information except as required by the laws of the states in which the Customer conducts business with respect to the public's "right-to-know" or "freedom of information" (hereinafter "RTK/FOIA laws"). Customer shall give Link 5 days' notice before releasing Confidential Information under RTK/FOIA laws in order to allow Link to assert any rights it may have to keep the Confidential Information confidential and not subject to disclosure. In the unlikely event that Customer is subpoenaed or otherwise compelled to produce Confidential Information, Customer shall

immediately notify Link so Link can assert any and all rights to prevent the disclosure or limit the disclosure of Confidential Information. Customer shall utilize all reasonable security measures to protect the confidentiality of the Confidential Information. Customer acknowledges the importance of the Confidential Information and that, because other remedies are inadequate, if Customer discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 9.2, Link shall have the right to seek injunctive relief, and Customer waives any obligation that a bond be posted by Link in connection with such relief. If requested by Link, Customer shall return all of the Confidential Information or provide proof of destruction of the same.

9.3 This Section 9 shall survive the termination of this Agreement.

10. REPRESENTATIONS; WARRANTIES; AND LIMITATIONS

10.1 Customer represents and warrants that the undersigned has the legal authority to enter into this Agreement, and all necessary legal action, including adoption at a public meeting, if required by Customer's state's laws, has occurred. Upon execution by the undersigned, this Agreement shall be a legally binding contract between Customer and Link.

10.2 The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications beyond both Customer's and/or Link's control. Link is not responsible for any delays, delivery failures, or other damage resulting from the foregoing.

10.3 Link warrants and represents that the Services will conform to Link's specifications that are in effect for the Services at that time, that the Services will perform substantially in accordance with what was presented and demonstrated to Customer, and that Services will operate in a manner consistent with general industry standards, which means the Services will be reasonably free from program coding errors. Link does not warrant that the Services will be free from all errors or that all possible program defects can be corrected. Customer shall give notice to Link immediately of any perceived error, and Link shall make every attempt to resolve any error in the Services at no cost to Customer to the extent the error is related to Link's Services and not a third party. Link will provide updates to the Services as are commercially reasonable in light of changes in third party software such as computer operating systems and internet web browsers or advise Customer of any third party product or upgrade of a product that Link becomes aware cannot operate in conjunction with Link's Services. Link is not responsible for changes in Customer's intellectual technology system, including hardware or software, in the absence of Customer's prior consultation with Link, that causes the Services not to operate or operate as the Services previously operated. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

10.4 Neither party shall be liable to the other for special, incidental, punitive, exemplary, or consequential damages (including loss of data, revenue, profits, use, or other economic advantage) arising from the Services and/or this Agreement even if one party has advised the other party of the possibility of such damages and regardless of the basis of any claim, i.e., contract, warranty, tort, or strict liability. In no event shall Link's aggregate liability to Customer exceed the amounts actually paid by the Customer in the 12-month period immediately preceding the event giving rise to Customer's first claim, regardless of the number of claims arising out of or related to this Agreement. Both parties acknowledge this Section 10.4 is reasonable in light of the cost of the Services and the length of the term of the Agreement.

10.5 Customer shall indemnify, defend, save and hold harmless Link, its affiliates, officers, directors, and employees from and against any and all claims brought against Link by a third party (person or entity not a party to this Agreement) relative to Customer's use of the Services hereunder and the Customer Data. Link shall provide written notice of a potential or actual claim to Customer within 7 business days of becoming aware of such potential or actual claim.

10.6 Link shall indemnify, defend, save and hold harmless Customer, its affiliates, officers, directors, and employees from and against any and all claims brought against Customer by a third party (person or entity not a party to this Agreement) relative to the services provided by Link in accordance with this

Agreement. Customer shall provide written notice of a potential or actual claim to Link within 7 business days of becoming aware of such potential or actual claim.

11. GENERAL

11.1 Customer may not assign any rights or obligations hereunder, whether by operation of law or otherwise, without Link's prior express written consent, which consent shall not be unreasonably withheld. The Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.2 No joint venture, partnership, employment, or agency relationship exists between Link and Customer. Customer agrees that Link can reference Customer's name and/or logo for the sole purpose of simply acknowledging Customer as one of Link's customers until Customer gives notice of its intent to terminate this Agreement or this Agreement otherwise terminates as provided for herein.

11.3 Link may notify Customer by means of a general notice on the Services, by email, or by written mailed communication, as per Customer's contact information in the Schedules attached hereto with respect to the Services in such Schedules. Notice shall be deemed to have been given within three (3) business days after mailing or 12 hours after sending an email or posting a change on the Services. Customer may notify Link (and such notice shall be deemed given when received) at any time by email, fax, or written mailed communication as per Link's contact information in the Schedules attached hereto.

11.4 The failure of either party to insist on strict performance by the other party to any provision of this Agreement shall not be construed as a waiver, release, or relinquishment thereof. Any waiver must be in writing signed by the waiving party in order to be effective, and such waiver shall only be effective to the breach being waived at that point in time and not to future breaches unless later waived in writing as provided for herein. No failure or delay by either party in exercising any right shall constitute a waiver of that right. Except as expressly provided herein, all of the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.


11.5 If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of the provision or this Agreement shall not be affected thereby and that provision or this Agreement shall be enforced to the greatest extent permitted by law.

11.6 THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT. The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Agreement shall be solely in the Court of Common Pleas of Blair County, Pennsylvania, and each party waives all objections to personal jurisdiction and venue. The parties agree that the provisions of this Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.

11.7 This Agreement contains the entire understanding of the parties relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties. No other agreements or understandings, either written or oral, shall apply. This Agreement shall control over any purchase order with any contrary or additional terms issued by the Customer.


IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative.

LINK COMPUTER CORPORATION

By: 
Tim Link, President

Date: 2-7-2022

CSWR, LLC

By: 

Date: 2/4/2022

Print Name: Michael Duncan

Title: Vice President