STATEMENT OF WORK - SCOPE

This Statement of Work ("SOW") is executed between Smart Energy Water ("SEW") and Town of Apex ("Client") effective as of April 6, 2023 and confirms our agreement that SEW will provide the implementation services set forth herein for deployment of SEW's Smart Customer Mobile – SCM® (the "Project") for the Client.

1 Scope of Services

The Applications in scope of this SOW are for the versions of application and other software identified in Appendix A. Any other application is outside of the scope of this SOW. There will be no upgrade of any of this software to a different version by either party prior to the installation of each release into production, except as specifically stated herein. Any other application is outside of the scope of this SOW. Any other services or support other than installation of "patches", "enhancements", or "user exits" required to meet the requirements stated in Appendix B is outside of the scope of this SOW.

2 Language Scope

The application as well as all Project activities and Deliverables will be created in English. To the extent that any translation activities are required, those translation activities will be the responsibility of Client. The customer notifications and portal/mobile labels will be configured in following languages:

Language Pack	English	X
	Other	

The setup/translation of notification templates and customer facing content, as applicable, will be performed and provided by Client to ensure accuracy, and will be reviewed and implemented by SEW.

3 Marketing & Training Scope

Marketing Package	Base	X
	Advanced	
	Premium	
Product Training	Onsite In-Person Training Days	X
	Webinar-based Remote Training	X (8 hours)

Smart Energy Water will provide both Webinar-based Remote Training and Onsite In-Person Training Days.

4 System Installation and Data Integration

The scope of the project includes the following key system installation and data integration activities:

1. Design, configure, and setup of SEW software stated in Appendix A to the extent required to meet the requirement stated in Appendix B.
2. Integration of SEW software with Utility systems mentioned below.
3. Load the existing customer preferences to the SCM database for the notifications in scope.
4. Deploy Utility branded customer web portal functionality in scope.

Customer agrees to ensure integration access with the Utility's systems identified in the table below prior to the completion of the planning phase. Any costs that may be associated for such integration relating to any agreement Client may be a party to, will be the responsibility of the Client. Integration to Utility's source systems and data is dependent on access to said systems, including any API allowances as applicable. It is anticipated that the SEW team will migrate existing Client data as needed to the SCM® platform. However, any validation or cleansing of the source data is not in scope of SEW's responsibilities. The SEW team will work with the Client team to identify and catalogue the data for migration and agree upon a migration strategy. Upon completing the strategy for data conversion and migration, SEW shall be responsible for taking the data in the source format and translating/converting the data to the SCM® platform.

Integrations with the following systems are in scope:

	3rd Party Systems	System Name

Integration Services	CIS / Billing System	Milsoft CIS
	MDM	Phase3: IPKeys
	AMI	Phase3: Sensus
	3rd party Payments Systems	NA
	Bill Presentment	Milsoft
	Outages	DataVoice
	ERP – Application Fees	Infor
	WoM for Service Requests*****	CityWorks
	Planning/PM Payments	IDT

6 Project Approach, Deliverables and Milestones

The project scope may be delivered in multiple Releases (in one (1) or more phases) called **Release Packages** based on the scope defined in the Sections 1 and 2 above.

Each Release Package delivered will follow stages as defined below. The first stage will be common for all Releases described above. Upon completion of the Stage 1 activities and approvals by Client, each of the following Phases will be executed for the Releases. Any new requirements identified after completion of Stage 1 will be scoped and delivered in a separate Change Request process set forth in Section 8 below. The table below summarizes the key stages of the project, scope of activities, Milestones.

The actual duration for the project is not confirmed until a Delivery Plan with start and end dates have been agreed by Parties. Wherein, SEW shall deliver and Client shall sign-off Document of Understanding (DOU) together with a list of all Change Requests (CR) identified during the Planning & Design stage of the project. Any CRs requested by clients after Planning & Analysis phase, shall be implemented once the agreed scope is delivered as per Delivery Plan in a production environment.

Stage	Description	SEW Deliverable	Client Responsibility
Milestone: SOW Signed			
1. Planning & Design	**Project Kick Off Meeting** – Initial kick off meeting to identify key stakeholders, establish program governance, and agree preliminary project schedule and scope.	1) Kick-off Deck	
	Fit Gap Workshops - Fit Gap workshops are specifically designed workshops to review all requirements, business processes, Client specific business rules and validations, as well as the user experience to align the SCM solution to the final desired solution.	1) CR List of deviations from Base Product	1) Approve the CR List
	Requirements Sign Off/Finalization - Requirement sign off and finalization is the requirement review and approval activity which is key to solidifying the scope of work and providing a check point for the project team to validate the scope of work.	**1) DOU 2) CR Doc (with details of solution)**	**1) Sign DOU 2) Sign CR Document**

	Project Plan and Schedule Baseline - Project plan and schedule baseline is intended to be a review cycle for the project leadership team members to validate all scope items and schedule considerations are accounted for before commencing the next Stage of the project.	1) Delivery Plan (Implementation project plan and Delivery Date) 2) RAID Log (if applicable)	1) Review Plan and Agree to delivery Plan 2) Close all Client Dependencies (ex: CIS/MDM System Access, APIs, Data Access, VPNs)
Milestone: Planning & Design Complete			
2. Build	**Configure/Integration** - Product configuration and source system integration per business requirements defined in the Project Planning/Design Stage.	1) Solution Architecture & Design description	
	Unit Testing - SCM product unit testing to ensure configuration changes are per the approved business requirements.		
	Environment Validation - Environment validation of integration points and environment deployment to ensure all integrations and systems are available for testing.	1) UAT Environment created	
Milestone: Build & Configure complete			
3. Test	**SEW System/Quality Assurance Testing** - Quality assurance testing of all defined business requirements and the designed solution to ensure end to end functionality is working as desired.	1) Product moved into UAT Environment 2) Client UAT Test Plan test scripts & UAT Schedule	1) Agree upon UAT test accounts/data, UAT Test scripts & UAT Schedule.
	User Training - User training for Client Customer Service and internal team members on the Customer Service solution and how to best support Client Customers with the tool.	1) End User Training Plan	
	Client Functional/User Acceptance Testing - Testing conducted by Client team to confirm business requirements in scope and validate that the system is working as desired. Client User Acceptance Testing to test the end to end solution from Client's customers and Client perspective.	NA	1) UAT Signoff (by email) per acceptance criteria
Milestone: UAT Complete			
4. Deploy	**Product Deployment** - Deployment of SCM and any necessary source system changes into the production environment.	1) Move product to Production environment	1) Provide Production Customer Data set
	Performance Testing - Testing conducted by SEW focused on system performance and scalability. The primary objective is to ensure the system can scale to customer adoption rates.	1) Performance Test Report	

	· **Knowledge Transfer** - Knowledge transfer of configurations required in Client systems and documentation review of changes with Client support team.	1) Training Workshops 2) User Guide	
	· **SEW Production Verification** - Production environment validation of all functionality after product deployment to ensure the product was deployed successfully.	1) Production Verification Report	
	· **Client Two Day Production Verification PVT** – Client production verification of all functionality after product deployment to ensure the product was deployed successfully		1) PVT Signoff by email
Milestone: PVT Complete			
5. Stabilization	Production Stabilization – Four weeks of production stabilization support transitioning the Client to a Production Support Plan consistent with the terms of the SaaS agreement	1) Client support ticketing Portal Access will be setup and made available	1) Transition to use production ticketing system

7 Standard Functionality

An objective of the Project is to take advantage of the inherent capabilities of the in-scope SCM® modules and to implement them with only the customizations to the extent required to deliver the scope as stated in Appendices A and B of this SOW. To the extent there is a need to incorporate additional functionality, SEW will assess the impact of such a requirement on the Project Plan and associated fees. Any additional functionality will be reviewed with Client for approval and will then follow the change request process.

8 Change Request Procedure

In the event of any change to the Services or Software, either by Client's election to purchase or implement additional Software and Services, or due to changes becoming necessary in either the implementation period or at any time in the Initial or Renewed Term, a Change Request ("CR") shall be required.

- Such CRs shall describe the change, the rationale for the change, and the effect such change will have on the existing Software or Services.
- Provider shall then submit the proposed CR to the Client with the necessary details for review.
- All CRs shall be documented in detail; including but not limited to description, workflow, integration to 3rd party services, database changes, wireframes.
- **Client shall be responsible for identifying the CRs during the Planning & Design stage of each Release.** Each CR must be reviewed and agreed upon by either party prior to completion of Planning & Design phase.
- Client shall agree to reviewing the proposed CR and the associated charges and shall provide notice to Provider of Client's desire to proceed with or discard the proposed changes.
- Any CRs that arise from the clients after Planning & Analysis phase, shall be implemented and tested post the original scope is delivered in a production environment.
- SEW shall further specify any changes to the fees as is necessary and shall set forth such pricing changes within the CR. Additional work done beyond the amount agreed to in the applicable Statement of Work shall be performed at an agreed upon price which shall be set forth in the CR or at a rate of $250 per individual per work hour.

All CRs must be signed by authorized representatives from both Parties prior to the commencement of any such work as detailed in the CR. Client understands and agrees that during the testing, deployment, and stabilization of any change(s) or solution(s) described in a CR, service level agreements, if any, shall not apply for that CR or any other outstanding incident or newly reported incident tickets or bugs.

9 Deliverable Acceptance

Acceptance Criteria shall mean:

- The conformity to the specifications of all Deliverables in their material respects.
- Compatibility with, or a lack of malfunction caused when integrated with, any previously accepted Deliverable or set of Deliverables.
- Proper phrasing of written Deliverables in industry standard terms or language intended to be easily understood by non-technical personnel (ie., laypersons without subject matter experience).
- Proper formatting of Deliverables (ie., hard copies, electronic forms) according to industry accepted standards, or as mutually agreed upon by the Parties upon the completion of Planning for each Release.

During the Client Functional/User Acceptance Testing (UAT) or Performance / Production Validation testing (PVT) the Client agrees to perform UAT testing only as per defined test cases shared by SEW prior to the commencement of UAT. Further the Client shall perform the UAT testing in a time period consistent with the mutually agreed project plan. Deliverables as set forth above shall be considered accepted by the Client for that Release when there are no pending Severity 1 & 2 issues to be fixed by SEW (and that were logged in the ticketing system). The Client shall notify and report of any outstanding issues from such testing and shall classify the severity of the issues consistent with Severity Classification section as below.

Client shall provide SEW with written notice of any such Deliverable it deems deficient or nonconforming per the Acceptance Criteria, and shall further specify the nature of the nonconformity or deficiency. Upon receipt of such notice, SEW shall promptly classify issues or deficiencies, if any, and upon correction and re-delivery of the named Deliverables, Client shall have a period of five (5) business days to report any ongoing issues or deficiencies. Failure to provide such notice for any defects in a timely manner shall deem the Deliverables constructively accepted by the Client.

For any deficiencies that are considered Severity 2 & 3, SEW shall schedule with Client, a date by which to address and fix those deficiencies. Furthermore, SEW shall prioritize the resolution of Critical issues over that of any Non-Critical issue.

Severity Level Classifications:

Functional Levels: Below are illustrative symptoms of the incidents that we will leverage throughout the project for functional issues.

Severity - 1	• An unavoidable error which makes a major component or the product itself inoperative • Entire areas of functionality are not working • Required for initial release • No work-around exists • Downstream testing not possible • Resolution needed ASAP
Severity - 2	• A problem which severely disables a major function of a component or the component itself • Major areas of functionality are not working • Required for initial release • Work around exists but may have serious resource implications • Continued downstream testing difficult. May be able to work on something else
Severity - 3	• A minor functional problem or technical inaccuracy • Minor issue with functionality. • Not necessarily required for initial release • Work-around exists using existing level of resources

	• Downstream testing possible
Severity - 4	• A non-functional problem • Nice-to-have functionality • Not required for initial release • No work-around required • No impact to downstream testing

Visual Levels: Below are the severity definitions that we will leverage throughout the project implementation for Visual issues.

Severity - 1	• User is unable to complete a task. Visual, voice or tone issue detrimental to brand. Legal or licensed partner contractual issue. **Examples:** • Video or image not loading correctly. • Misaligned dropdowns keep guest from accessing other functionality. • Incorrect copy or image prevents Legal/LP approval.
Severity - 2	• Major impact to guest experience. Requires heavy workaround by the user to complete a task or to understand the interface. Major licensed partner or legal feedback. Major deviation from original design. **Examples:** • Significant font inconsistency or text wrapping. • Page "jumps" on refresh • Misaligned Call to Actions, chevrons and links.
Severity - 3	• Minimal impact to guest experience. User briefly stumbles with a task in the system, but can complete with minimal effort. Minor visual inconsistencies with visual style or copy tone. **Examples**: • Incorrect button or promo color. • Incorrect or inconsistent copy with no legal or LP impact
Severity - 4	• Does not negatively impact the guest experience. Not noticed by casual user. Enhancement. **Examples:** • Small spacing or padding inconsistencies as determined by creative team. • Minor font weight/color/size inconsistencies as determined by creative team.

10 Key Assumptions

The following statements, which have been accepted by Client, have been made by SEW in its efforts to fulfill its obligations under this Agreement, the failure of which by Client may affect SEW's project duration timeline set forth in this Agreement. SEW has relied on the assumptions stated below in pricing, planning, and determining its approach to the Services.

Base Assumptions

1. The SOW is binding upon authorized execution, and any changes to the SOW will be provided in writing from either SEW or the Client team and approved by both teams.
2. Client will provide timely responses to SEW for any of SEW's information needs, as well as timely review of project documents provided.
3. Key personnel at Client will be made available to SEW as required during the project.
4. Client will provide onsite workspaces for SEW resources with internet connectivity as necessary.
5. To the extent feasible, SEW will utilize existing web service interfaces to meet the requirements stated in this SOW.
6. SEW team will migrate existing Customer Notification preference data to the SCM platform however any validation or cleansing of the source data is not in scope. SEW team will work with the Client team to identify and catalog the data for migration and agree upon a migration strategy. Upon completing the strategy for data conversion and migration, SEW shall be responsible for taking the data in the source format and translate and convert to the SCM platform.

7. The SEW validation checks will be applied at the time of loading into the staging area to confirm data was moved without error.
8. The payment functionality and integration, assuming SEW Payment Services
9. Data quality and validation will be the responsibility of Client.
10. Any customization to standard features and functionality is expressly not included. Inclusion will be managed via a Change Order where changes to budget and/or schedule will be specified.
11. Integration to source systems and data is dependent on access to said systems, including API allowances, as applicable and responsibility of the Client.
12. Standard SEW implementation and configuration is conducted primarily from SEW offices with any included on-site activities to be determined and documented during Planning Stage 1.
13. The SCM platform includes functionality for messaging/notification services including email, SMS Text, Voice (IVR Outbound Dialer only), and push notifications. Upon activation of such functionality for Client, the SMS Text and Voice notifications shall incur additional per message fees outside the scope of pricing stated in this SOW. Integration with any third party notification service is not in scope and will incur additional fees.
14. It is essential for the Client to manage the following contingencies provided below to ensure the timely and successful implementation of the project. Any delay from the Client regarding any of the following items may have an impact on the project, including duration and schedule, resources and budget.
    a) Delay from Client in approving necessary documentation, artifacts, or deliverables.
    b) Delay or unresponsiveness from third-party service providers.
    c) Unavailability of Client personnel to work with SEW on the project.
    d) Requested information is unavailable or not provided in a timely manner to SEW.
    e) Client data is unavailable, missing, or incorrect.
    f) Environment to access the data/files is unavailable or interrupted.
    g) Scope changes and customizations after the execution of this SOW.

Base Software

1. All functionality or services that are available in base out of the box (OOTB) SCM package will be utilized. Third party or custom functionality will only be utilized if such option is not available in SCM platform.
2. Client will utilize base OOTB SEW's notification services. The notification services will be activated prior to Test Phase of the project.

Environment and Access

1. Client will provide 24/7 secure VPN and remote system access to project environments for SEW's offsite developers.
2. Integration to source systems and data is dependent on access to said systems, including API allowances, as applicable and delay in access will impact the project schedule. Client will be responsible for ensuring Client's on premise or other third-party environments and integration services are available to SEW prior to development activities can be started.
3. Client shall be responsible for coordinating the access to any Client owned and third-party APIs required for integration. These API's/services are expected to be fully tested and functional. Minimal sanity validation of third-party APIs is included but should the APIs be non-functional or required extensive troubleshooting from Consultant, a Change Request (CR) will be required due to potential impact on resource, budget and schedule.
4. Delay in schedule due to unavailability of access to the required source system will result in budget impact and will be handled through a Change Request.

Scope of Services

1. SEW will participate in design activities, share best practices and provide input however the development of to-be business processes is not in scope of this engagement.
2. The proposed timeline assumes that the appropriate key decision makers from Client will be available to make key decisions within the agreed time frames.
3. Any changes to Client systems necessary for facilitating future state design will be performed by Client resources.
4. SEW will use Client's project management tool for tracking of project activities and schedule. Client will be responsible for providing access to the tools to SEW personnel.

Release Management

1. Client and SEW may agree to deploy the functionality in scope of this SOW in multiple releases. SEW will develop the release schedule based on technical dependencies on the CIS system, development schedule, and module cross dependencies in SCM and publish such schedule as part of the planning phase.

Integration Services

1. CIS Integration – SEW will be responsible for installation of the base SCM integration pack including the integration services and back end objects available in the software release.
2. Non-CIS Systems – The effort to integrate with non-CIS systems listed under Section 4 is included in this SOW. In case Middleware is involved in such integrations, effort for implementation of the Middleware, transformation work within the Middleware, and work to move data to and from the Middleware to third party systems are not included in the scope of this SOW.
3. It is assumed that Design Specifications for required changes to interfacing systems (i.e. Legacy Systems or 3rd Party Systems) will be the responsibility of Client Technical team and consultation from SEW.
4. SEW will make technical architect(s) available to participate in interface design and mapping exercises as an SCM integration specialist, in accordance with the Project Schedule.
5. Client will make a legacy application specialist(s) available to participate in interface design and mapping exercises, in accordance with the Project Schedule.

Training

1. SEW will assist Client personnel or designated training provider with preparation of materials and delivery of the train-the-trainer program. Training materials will only include the customer service portal (CSP) User Guide adapted for the Client software modules and features in scope. Development of tailored training material to incorporate the Client's business process is not in scope but may be added as part of a separate Change Request.
2. Training will be conducted in a train-the-trainer format. Utility customer service representatives (CSRs) will be trained by the trainers. Training of end users (i.e., utility service area customers/users) is not in scope of this SOW.
3. Client will deliver internal CSR/end-user training. The Client will be responsible for all internal, end-user trainings (including, but not limited to, material duplication and facilities, as applicable). SEW will assign a Trainer from the SEW team to work with Client during such training sessions.

Data Conversion

1. The Client will provide staff knowledgeable of the Legacy System to provide information about data content to SEW staff. SEW and Client will analyze and develop Data Mapping, Transformation, and data contract specification document.
2. SEW will only be responsible for Data Cleansing to the extent possible in its automated conversion programs for the SCM Solution. This will be an iterative process and will result in numerous data cleanup issues being resolved and others being identified for manual resolution. Manual Data Clean Up activities are responsibility of Client. SEW will provide feedback from Conversion development and testing to assist in identifying data issues affecting conversion.
3. Client will extract data from Legacy Systems into the agreed upon format.
4. Client will assist with data mapping, document review, functional design, converted data validation, balancing or any other mutually agreed upon task that will contribute to a successful data conversion and implementation.

Testing

1. Prior to Integration Testing, the SEW will deliver the SCM Solution to be tested in accordance with the Release Schedule.
2. SEW will provide test script templates and advice to Client who will develop the Test Scripts.
3. Client will share the Test scripts with SEW prior to the Testing.
4. Client will provide sufficient Testers for Conversion, Integration and Pre-Production Testing who have been trained during project team training and are familiar with Client's business requirements.
5. Client will execute Test Scripts, will validate issues against the functional specifications and document Defects encountered using the process defined and agreed to in the approved Test Plan, and re-test incidents following resolution of Defects by Client, SEW or other responsible party.
6. SEW will be assigned to and will resolve Defects that are a result of SEW's responsibilities in accordance with this SOW and approved project documentation, including the Scope Document, Functional Specifications and Technical Specifications.

7. Performance testing, including Stress Test and Load Test shall be conducted by SEW in accordance with the mutually agreed Performance Test Plan. SEW will be responsible for creating the Performance Test Plan with input from Client.
8. Testing will be conducted for a specific period of time as agreed to by the SEW and Client Project Managers and as defined in the Project Schedule. Delays caused by additional testing required due to responsibilities other than those of SEW under this SOW may require a Change Request.
9. If the results of the load test indicate that performance of the system does not meet the criteria in the Performance Test Plan, SEW and Client shall make appropriate changes in their respective areas of responsibility and repeat the performance test until acceptable performance is achieved or, if necessary, the Performance Test Plan is changed via the Change Request Process.

Test Data

1. SEW will provide a template with test case scenarios for testing Web, Android, and iOS, as applicable. Client shall prepare and provide the required test data sets that meet the test scenario on time in the development and QA environment while ensuring data quality. Test data preparation activity may include Data cleaning, conversion, migrating data from a legacy system.
2. Client shall be responsible for providing test data on timely basis for testing of all functional scenarios in scope of the project.
3. Prior to the start of User Acceptance Testing, Production Verification Testing and Production support activities, Client shall supply two working username and corresponding passwords to SEW to support these activities. Such access shall be continued throughout the duration of these activities.
4. Client shall provide SEW access to the CIS system to validate data in the lower environment.

Languages

1. All project activities will be performed, and Deliverables will be created in English.
2. The customer web portal will be configured in English only, unless specified otherwise in Section 2 above.
3. Additional labels, notifications and outbound messages may be translated and configured at additional cost.
4. Additional, future language requests may be included via a separate Change Request and SCM SaaS pricing amendment outside the scope of this SOW.
5. SEW will not be responsible for any translation, grammar, or context validation of additional languages.

Production Live and Cutover

1. SEW will create the Production Live Checklist. SEW will review the checklist and agree upon the Cutover checklist with the Client Project Manager.
2. SEW and Client will establish Go/no-go Criteria during development of the Cutover Checklist.
3. Client will be responsible for the operations of the Production Environment with support from SEW.

Delivery Locations

1. All services under this SOW will be provided from multiple delivery locations including combination of onsite and offsite resources.

SEW Responsibilities

1. SEW will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services.
2. SEW will Review the SOW, any associated documents, and the contractual responsibilities of both parties with the Client Project Manager
3. SEW will establish and maintain project communications through the Client Project Manager;
4. SEW will Prepare and maintain the Project Plan which lists the activities, tasks, assignments, milestones and duration estimates for performance of this SOW and align with the overall program project schedule
5. SEW will measure, track and evaluate progress against the project plan, and help resolve any deviations with the Client Project Manager
6. SEW will work with the Client Project Manager to address and resolve deviations from the Project Plan;
7. SEW will participate in regularly scheduled project status meetings with Client's project team
8. SEW will prepare and submit status reports to the Program
9. SEW will administer the Project Change Control Procedure with the Program Governance
10. SEW will remain engaged for the duration of the project; and coordinate and manage the technical activities of SEW project personnel.

Client Responsibilities

1. The Client will ensure that they have appropriate agreements in place with third parties whose work may affect SEW's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of the third parties, and for any third-party hardware, software or communications equipment used in connection with the Services.
2. The Client will make key business users available to play critical roles in the Blueprinting, such as hierarchy and process workshops, functional gap analysis and resolution and defining the organizational model;
3. SEW and Client will review the scope and deliverable expectations before work begins in order to provide a common understanding by both parties;
4. The Client is responsible for identifying the trainers to participate in the train-the-trainer activities, rooms for training sessions, managing enrollment and any costs associated with additional training sessions and attendance of Client trainees and SEW personnel at such training sessions.

11 Fees

The fees for the scope of work defined in this SOW are estimated at $_77,500_.

Implementation Milestone	Amount (USD)	Percentage
August 1, 2023	$31,000	40%
Planning & Design Complete	$15,500	20%
UAT Complete	$15,500	20%
PVT Complete	$15,500	20%

Payment Terms: Client agrees to make all payments to SEW within thirty (30) calendar days after receipt of invoice. Late invoices will incur a late payment fee of 1.5% or the maximum allowable under the law, whichever is less. If Client's account is sixty (60) days or more overdue, SEW reserves the right with prior written notice to withhold performance of its obligations under this Agreement, without liability, until such payments are paid in full.

Scope Changes: Should anything beyond SEW's control cause the above fees to exceed those stated above, SEW will notify Client in advance and obtain written approval in the form of a CR pursuant to Section 9 above, executed by the Client's authorized signatory.

Estimated Travel and Expenses: Expenses for travel, room, board, and other direct expenses will be submitted to Client for reimbursement per the schedule above or at actual cost as incurred and will be invoiced on monthly basis.

12 Acceptance and Authorization

Accepted by: ___________	Accepted by: **Smart Energy Water**
Signature:	Signature: DocuSigned by: Harman Sandhu 9764AAE0B4E4496
Name:	Name: Harman Sandhu
Title:	Title: President
Date:	Date: 4/6/2023

DocuSign Envelope ID: 8F1A8A74-62D6-4B06-A764-DCDB63B275F0

APPENDIX A
Software and Platform Services in Scope

A. Software Specifications

The scope of the SOW includes installation and configuration of the following Smart Customer Mobile (SCM®) platform modules and personas. The Client must procure the required subscription to the selected Software Personas and modules under a separate Order Form prior to the kick off of the implementation project.

✓	Product Code	Product Name
☒	**Smart Customer Mobile (SCM®) – Mass Market Persona**	
☒	SCM-10-Web	Customer Web Portal
☒	SCM-10-Mobile	Customer Mobile Apps (iOS & Android)
☒	SCM-10-1	SCM – My Account
☒	SCM-10-2	SCM – Billing
☒	SCM-10-3	SCM – Usage
☐	SCM-10-4	SCM – Compare
☒	SCM-10-5	SCM – Outages
☒	SCM-10-6	SCM – Notifications
☒	SCM-10-7	SCM – Service
☒	SCM-10-8	SCM - Connect Me
☐	SCM-10-9	SCM - Efficiency / Conservation
☐	SCM-10-10	SCM - Smart Home
☐	SCM-10-11	SCM - Electric Vehicle
☐	SCM-10-12	SCM – Footprint
☐	SCM-10-13	CSP – Dashboard
☐	SCM-10-14	CSP – Efficiency / Conservation
☒	SCM-10-15	CSP – Notifications
☒	SCM-10-16	CSP – CSR
☒	SCM-10-17	CSP – Administration
☐	SCM-10-18	CSP – Outages
☒	SCM-10-19	CSP – Customer AI / Analytics
☐	SCM-10-22	CSP – Smart Home
☐	SCM-10-24	CSP – Demand Response
☐	SCM-10-28	CSP – Smart CRM – Marketing & Campaign
☐	SCM-10-29	CSP – Smart CRM – Notifications
☐	SCM-10-30	CSP – Smart CRM – Case Management
Support & Maintenance		
☒	Sup-1	Base Support and Maintenance
☐	Sup-2	Max Support

B. Multi Channel Smart Notification Workflow & Services

The SCM® platform includes integrated notification services which can be configured upon request for the purposes of customer alerts and notifications based on configurable workflow and decision trees.

The scope for configuration of notifications/alert campaigns will be determined during the planning phase. Additional alerts/campaigns can be configured with additional cost.

Module	Notification	Push	Email	SMS	Voice
My Account	Online Account Registration/Activation Link		X		
	Forgot Your Password	X	X	X	
	Forgot Your Username	X	X	X	
	Profile Information Update (Phone &Email)	X	X	X	
	Password Updated	X	X	X	
	Paperless Bill Enrollment/Unenrollment	X	X	X	
	Add/Delete Account	X	X	X	
	Add/Delete Payment Method	X	X	X	

	Updating Marketing Preference		X		
	Notification Preference Update		X		
Billing	eBill Ready Notification	X	X	X	
	Payment Reminder	X	X	X	
	Payment Delinquent	X	X	X	
	Autopay Enroll/Unenroll Confirmation		X		
	Text-to-Pay (two-way SMS notifications)			X	
	Budget Billing/Level Pay Enroll/Unenroll Confirmation	X	X	X	
	Request Confirmation	X	X	X	
Connect Me	Usage Threshold Alerts (triggered based on customer established threshold)	X	X	X	
	Move In Request Confirmation	X	X	X	
Service	Move Out Request Confirmation	X	X		
	Service Transfer Request Confirmation	X	X		
	Generic Service Request Confirmation	X	X		
	Adhoc messages from Customer Service Portal	X	X		

APPENDIX B
Project Scope For Phase 1

Scope to be included per module:

Login & Registration:

1. **Ability to register using standard SCM registration process (two step process) and showcase sample bill, FAQs and tutorial video to help with registration**
2. **Registration Step 1 (Validation):**
   Ability to select either residential or commercial during registration- registration screen will dynamically change base on required fields
3. **Registration Step 2 (Sign Up):**
   Ability to allow the user to enter personal information(Username, Password, First Name, Last Name)
4. **Ability to enroll for bill type (Paperless, Paper, Both) during registration**
5. **Ability to subscribe to notification preferences during registration**
6. **Ability to verify the user by sending the activation link on email followed by a reminder**
7. **Ability to sync all accounts, associated with the customer depending upon the account used for registration, to the registered user profile**
8. **Ability to use login Help (Forgot username, Forgot Password, Problem Signing in) for assistance**
9. **Ability to login with valid username and password**
10. **Ability to block the IP/Account during incorrect login/registration attempts**
11. **Ability to provide biometric login depending upon device**

My Account & Dashboard:

1. **Ability to show/edit personal contact info (Email Address, Phone Number) entered during registration to the user**
2. **Ability to show/edit login info (Username, Password) entered during registration to the user**
3. **Ability to add/edit personal info(Secondary Email Address, Secondary Phone Number) entered during registration to the user**
4. **Ability to set various marketing preferences at a user level**
5. **Ability to give the add / edit / delete payment methods (Credit card, Bank account)**
6. **Ability to set the notification preferences (Email only) at user+account level**
7. **Ability to set quiet hours (Part of notification preferences)**
8. **Ability to make an account as default for better user experience**
9. **Ability to link accounts with the profile**
10. **Ability to unlink accounts from the profile**
11. **Ability to show/update account level nickname**
12. **Ability to show/update account level enrollment for bill types (Paperless, Paper, Both)**
13. **Ability to show/update the account level mailing address**
14. **Ability to select time zone for a personalized experience**
15. **Ability to download a user's data to meet the compliance regulations**
16. **Ability to submit a delete user's profile request**
17. **Ability to gather answers on the surveyed rolled out under About My home (Residential Customers) and About My business(Commercial Customers)**
18. **Ability to delegate the access of account (Guest User)**
19. **Ability for a guest to register a fresh or use its existing profile to access the invited account**
20. **Ability to resend the activation or edit the access details of the invited guest user**
    Ability to inform users via standard email notifications for important updates related to the

account and profile

21. **Ability to show the welcome screen - First Time User Only, to allow them to set basic optional notification preferences for a better experience**
22. **Ability to show the billing summary on the dashboard and redirect to the billing modules: remaining balance, due balance, and due date.**
23. **Ability to show the bill comparison on the dashboard for latest bill, second latest bill and last year's bill corresponding to the latest this year.**
24. **Ability to show or manage the banners on the right rail contents and Auto Pay Carousel**
25. **Ability to select account from account selection (customer with more than 1 account)**

Generic Functionalities (across platform)

26. **Ability to choose the account/property address linked to the profile so that account specific information can be accessed across the platform**
27. **Ability to show the FAQs**
28. **Ability to greet the user based on the time zone**
29. **Ability to show the Terms & Conditions and Privacy Policy**
30. **Ability to show the total number of unread notifications on the bell icon and redirect to the notification inbox**

Billing & Payment:

1. **Ability to Show Due Balance & Credit from (Account level)**
2. **Ability to show Pass Due Balance (Account level)**
3. **Ability to open/export Bill PDF (Account level)**
4. **Ability to show Due Date (Account level)**
5. **Ability to show Bill Period (Account level)- Support monthly and bi-monthly billing period**
6. **Ability to access bill history up to 3 columns- Bill Date, Amount, Bill PDF (Account level)**
7. **Ability to access payment history up to 3 columns- Payment Date, Payment Amount, Channel (Account level)**
8. **Ability to export bill details to XLS (Account level)**
9. **Ability to export bill history to XLS (Account level)**
10. **Ability to export payment history to XLS (Account level)**
11. **Ability to set up Autopay- SEW scheduler (Account level)**
12. **Ability to set up Autopay- send AP details to CIS (Account level)**
13. **Ability to make 1-time payment (Pre-Login and Post Login)**
14. **Ability to integrate with utility payment vendor or SEW payment service with standard payment API + iframe (Account level)- Supports CC,Debit, and ACH**
15. **Ability to integrate with Paypal, Venmo, Apple and Google Pay (Account level)- Supports CC, and Debit**
16. **Ability to make unauthenticated 1-time payment- 2 fields validation, and SCM will be displaying total due balance post validation**
17. **Ability to display payment location on google map**
18. **Ability to submit billing queries to CSR**
19. **Ability to access bill history up to 3 columns- Bill Date, Amount, Bill PDF (Account level)**

Usage:

1. **Ability to show consumption monthly average in UOM (KwH, Gal, CF)**
2. **Ability to show the highest consumption this year in UOM (KwH, Gal, CF)**

3. **Ability to show monthly usage (Non-AMI)**
4. **Ability to show interval usage 15 mins, 30 mins, hourly base on data received (AMI- client provide/no calculation)**
5. **Ability to view usage at meter level (meter selection dropdown)**
6. **Ability to toggle between UOM and Dollar (Billing Period Usage only for $)**
7. **Ability to show usage graph- Y-axis unit consumption, X-axis usage months**
8. **Ability to export consumption data according to user filter**
9. **Ability to filter by usage year**
10. **Ability to set usage alert (AMI)**
11. **Ability to view rate plan- client to provide rate table data or redirect link**
12. **Ability to see Usage use so far this month if interval and daily AMI data is available for the utility account for UOM and Dollar consumption.**
13. **Ability to see projected usage for the current billing period if interval and daily AMI data is available for the utility account for UOM and Dollar consumption.**
14. **Ability to select an account from the account selector, the user will be able to view usage & compare at the meter level associated with the selected account.**
15. **Ability to switch between different commodities (Gas, Electric, and Water) if the data structure is supported under utility account.**

<u>Notification:</u>

Billing

1. **Ability to send notification X days before bill due date- If balance is > $0.00**
2. **Ability to send notification on due date - If balance is > $0.00**
3. **Ability to send notification X days pass bill due date (Delinquency) - If balance is > $0.00**
4. **Ability to send notification X days before autopay withdraw**

Payment

1. **Ability to send confirmation when one time payment is successful**
2. **Ability to send confirmation when one time payment is declined**
3. **Ability to send notification when SCM execute autopay transaction successfully**
4. **Ability to send notification when autopay payment transaction was declined for this customer**
1. **Usage Ability to send high usage alert**
2. **Ability to send leak alert (applicable when leak alerts are in scope)**

Service

1. **Ability to send confirmation when a service - move in request has been submitted successfully**
2. **Ability to send confirmation when a service - move out request has been submitted successfully**
3. **Ability to send confirmation when a service - transfer request has been submitted successfully**
4. **Ability to send confirmation when a service - others request has been submitted successfully**

My Account/Profile

1. **Ability to send notification when profile information has been updated successfully**
2. **Ability to send notification when notification preferences has been updated successfully**
3. **Ability to send notification when payment methods has been added/deleted/Edited successfully**
4. **Ability to send notification when a guest user has been invited/added to the profile successfully**

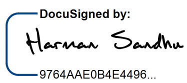
DocuSign

Certificate Of Completion

Envelope Id: 8F1A8A7462D64B06A764DCDB63B275F0		Status: Completed
Subject: Complete with DocuSign: SCM SOW - Town of Apex 23.04.06 (Clean).pdf		
Source Envelope:		
Document Pages: 16	Signatures: 1	Envelope Originator:
Certificate Pages: 1	Initials: 0	Joseph
AutoNav: Enabled		15495 Sand Canyon Ave suite 100
EnvelopeId Stamping: Enabled		Irvine, CA 92618
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		joseph.chaparo@sew.ai
		IP Address: 64.147.23.106

Record Tracking

Status: Original 4/6/2023 11:16:17 AM	Holder: Joseph joseph.chaparo@sew.ai	Location: DocuSign

Signer Events	Signature	Timestamp
Harman Sandhu Harman.Sandhu@sew.ai President SEW Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 146.70.172.10	Sent: 4/6/2023 11:17:15 AM Viewed: 4/6/2023 11:32:34 AM Signed: 4/6/2023 11:32:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/6/2023 11:17:15 AM
Certified Delivered	Security Checked	4/6/2023 11:32:34 AM
Signing Complete	Security Checked	4/6/2023 11:32:44 AM
Completed	Security Checked	4/6/2023 11:32:44 AM

Payment Events	Status	Timestamps