

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between **Backflow Solutions, Inc. (BSI Online)**, an Illinois corporation ("BSI") and **the City of Crest Hill, IL** (the "Water Purveyor"). BSI and the Water Purveyor hereby enter into an online agreement whereby BSI will perform certain notification and data management functions on behalf of the Water Purveyor. The Water Purveyor will provide BSI with the information described hereafter and require all companies performing backflow assembly tests within the Water Purveyor's jurisdiction to submit test results online to BSI Online.

1. **BSI RESPONSIBILITIES**

- a. Maintain the secure online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to the backflow tests performed in the Water Purveyor's jurisdiction.
- b. BSI to send notifications annually to the Water Purveyor's identified customers who have a backflow assembly due for testing. The number of notifications sent will align with the Program Package chosen by the Water Purveyor.
- c. BSI to assist with backflow-related customer support to the Water Purveyor, their customers, and the local backflow testing community. All support is provided virtually via phone or email.
- d. BSI to provide the Water Purveyor with reports, access to data, and an unlimited number of users.

2. **WATER PURVEYOR RESPONSIBILITIES**

- a. Provide BSI with the most current backflow assembly test records in CSV, XLS, or XLXS format.
- b. Provide BSI with a point of contact for program questions, comments, and/or concerns while contracted with BSI.
- c. Should enforcement efforts be necessary, this is the sole responsibility of the Water Purveyor.
- d. To facilitate the payment process, please provide BSI with a point of contact for future invoices.

Contact Name: _____ Email: _____

Billing Address: _____

3. **PACKAGE OPTIONS FOR ANNUAL BACKFLOW TRACKING**

- a. **The Water Purveyor shall choose the preferred Program Package from the below three (3) options.** This choice relates directly to BSI Responsibilities in 1b above. Any future alterations to BSI's Program Package or the Water Purveyor's choice of Program Package shall be subject to an Amendment to this Agreement.
- b. The cost of mailing materials, postage, and labor are built into the pricing below, unless otherwise noted in the Cost clause of this Agreement.
- c. **TIER 1: STANDARD PACKAGE**
 - i. BSI to send up to two (2) notifications, Test Due Notice and Overdue Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database.
 - ii. BSI charges the Water Purveyor **\$495 annually**. Testers shall pay BSI a data entry charge of **\$15.95 per test report submission**.
- d. **TIER 2: PREMIUM PACKAGE**
 - i. BSI to send up to three (3) notifications, Test Due Notice, Overdue Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.



- ii. BSI charges the Water Purveyor **\$995 annually**. Testers shall pay BSI a data entry charge of **\$16.95 per test report submission**.

e. **TIER 3: ELITE PACKAGE**

- i. BSI to send up to four (4) notifications, Test Due Notice, Overdue Notice, Final Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Final Notice will be sent at a time frame determined by the Water Purveyor and will typically have language congruent with the Water Purveyor's ordinance, bylaw, or local code. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.
- ii. BSI charges the Water Purveyor **\$1,995 annually**. Testers shall pay BSI a data entry charge of **\$18.95 per test report submission**.

4. **COST AND ADDITIONAL SERVICES (IF APPLICABLE).**

- a. **ANNUAL BACKFLOW TRACKING.** Water Purveyor opts for Program Package: Premium Package. BSI to charge Water Purveyor \$995 annually. BSI to waive the Annual Tracking Fee for Year 1.
 - i. **INDUCEMENT.** Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the **data entry charge of \$16.95 per report** (the "Filing Fee") shall be **paid by the tester** prior to uploading the test data to the online database.
 - ii. **IMPLEMENTATION.** BSI to charge Water Purveyor a one-time implementation fee of \$0.
 - iii. **OPTIONAL REBATE PROGRAM.** If the Water Purveyor should add additional funds to BSI's Filing Fee, BSI will charge a 5% processing fee to the rebate amount.
 - iv. **PRICE ESCALATION.** BSI reserves the right to escalate prices under this agreement. \$2 or annual average CPI, whichever is greater.
 - v. **CUSTOM REQUESTS.** Any changes or requests that differ from BSI's established scope of work on the following page(s) or the request for additional services will be subject to additional fees.
- b. **MAIL SURVEY.** Water Purveyor opts for the Gold Survey – Turnkey. BSI to charge the Water Purveyor \$3 per address. BSI to charge Water Purveyor a one-time implementation fee of \$0.
 - i. BSI will establish a custom URL and web form on our website for electronic survey submission.
 - ii. BSI is responsible for printing, mailing, and cataloging all results.
 - iii. Customers receive one (1) postcard with instructions for electronic survey submission.
 - iv. Electronic responses will be submitted via custom URL to BSI.
 - v. Comprehensive report sent to Water Purveyor upon completion.

5. **PRIVACY.**

- a. BSI gathers data from the Water Purveyor to assist in the management of the backflow program. BSI will make no use of any personal information provided for any purpose other than the carrying out of its duties. This restriction shall include the sale, assignment, transfer, or release of such information to any third party.

6. **PERIOD OF SERVICE.**

- a. **TERM.** The Initial Term of this Agreement shall be 3 years commencing on _____ of _____, 2026 ("Effective Date") and ending _____ of _____, 2029.
- b. **TERMINATION.** If the Water Purveyor wishes to discontinue the services provided in this Agreement, BSI requires at least thirty (30) days written notice. No refund of amounts will be given for early termination.

7. **DATA ACCESS.**

- a. The Water Purveyor will have access to the data until the Termination Date, which is 30-days from when we receive notice of Termination.



- b. Any access requested after the Termination Date is subject to applicable data access, storage, and/or user management fees.
- c. If the Water Purveyor does not remit required payments, BSI may suspend or deny access until payment is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,

An Illinois corporation ("BSI")

Signature: _____

Name: Victoria Rodriguez

Title: Sales Representative

Date: _____

Address:

12609 South Laramie Avenue

Alsip, Illinois 60803

THE CITY OF CREST HILL, IL

A body politic and corporate (the "Water Purveyor")

Signature: _____

Name: _____

Title: _____

Date: _____

Address:



TRACKING SCOPE OF WORK

Data Transition* - BSI will prep your electronic file for import into the BSI Online system. CSV, XLS, and XLXS are preferred. We can assist with paper records for a fee.

**BSI establishes the database to consolidate assemblies into a smaller number of accounts per unique address. This established and trusted process helps reduce the amount of mail and notifications sent to a unique property. If you request separate accounts per assembly (unique address receiving multiple letters), a data storage/processing fee will be charged.*

Cloud-Based Test Submittal - Test entry is cloud-based, enabling the testers to access the program from anywhere, whether they are in the field or at their office. This allows for real-time submittal of test reports.

Key Performance Indicators & Reporting - BSI Online provides real-time data, including pre-built and customizable reports. All information is accessible 24/7 and downloadable in CSV format.

Users - Water Purveyor can have an unlimited number of simultaneous users. Our solution allows each user to have different roles and permissions tailored to the Water Purveyor's needs.

User Logs - BSI Online is built on the foundation of accountability and transparency. All transactions are time-stamped with usernames, allowing the Water Purveyor to monitor issues, comments, or concerns in real time.

Notifications* & Archived Copies - Water Purveyor chooses the preferred program package. BSI automates two (2) to four (4) notifications to customers with identified testable backflow assemblies. All mailings are handled in-house, leveraging decades of experience to ensure timely and efficient delivery. Notifications are sent via USPS First-Class Mail and furnished with the Water Purveyor logo. All notifications are time-stamped per property for full transparency.

**With our tracking scope of work, BSI is only sending letters to properties that have backflow assembly information. Should the Water Purveyor desire BSI to generate and mail other/additional letters such as notices to properties that do not have assembly information (remediation and installation notices), this is considered an extra service and must be purchased separately.*

Additional Notifications - To help increase testing compliance for known assemblies, clients can utilize our Letter Template feature to create, generate, print, and mail compliance or enforcement letters.

Returned Mail* - BSI can assist with returned mail. Our return address would be listed on notification letters. We would research why it got returned, find a new mailing address, and re-send the notification letter.

**Should the Water Purveyor be unwilling or unable to provide BSI with the requested customer billing information, returned mail will be sent back to the Water Purveyor for research and action.*

Validation of Test Results - Each test form is coded to automatically determine pass/fail based on the State standards per assembly type. Results are instantly updated in BSI Online, with copies of each test report accessible to the tester, Water Purveyor, and water customer.

Validation of Credentials - BSI verifies tester and testing company credentials, including test gauge calibrations. Expired credentials trigger the tester to be locked out until updated documentation is submitted to BSI and properly vetted. This proactive approach is integral to the integrity of your program.

Expert Support - We offer unlimited virtual customer service at no additional cost. Dedicated teams for testers and water customers ensure inquiries are handled by our expert personnel, reducing the burden on your staff. The Water Purveyor is also assigned a dedicated account manager focused on ensuring program success.

Water Customer Portal - All properties have a unique identifier, a Customer Confirmation Number (CCN). Water customers can use the CCN to access their records, including notifications, the most recent backflow test reports, and a list of licensed backflow testing companies that meet the criteria set by the Water Purveyor.

Product Support - Our in-house development team quickly identifies and resolves user issues to ensure continued system reliability and operational efficiency.

AWS Security - BSI partners with Amazon Web Services (AWS) for industry-leading security, cloud-based data storage, and flexibility as your program grows.

