

SpryPoint

SMART SOLUTIONS FOR SMART UTILITIES



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



**GRAND RAPIDS
PUBLIC UTILITIES**

Service is Our Nature

Exhibit B – Pricing Schedule

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Introduction

This Pricing Schedule is made by and between the Parties identified below on the date indicated as of the execution of the Master Subscription Agreement (“*Effective Date*”).

SpryPoint Services Inc.	Grand Rapids Public Utilities
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The contents within this document will be governed by the terms and conditions of the Master Agreement between the Parties.

SpryPoint SaaS Products and Pricing

SpryPoint SaaS Products

The business scope of SpryPoint’s software-as-a-service application(s) are defined as follows:

SpryCIS - Customer Information System

SpryCIS will, at a minimum, provide functions and processes to support customer service and customer account management, meter reading and consumption/usage collection and information, meter equipment/inventory records and location data, other billing related inventory records, field service order requests, rate, fee and tariff storage to be used in mass calculation, billing calculation and production of billing statements, and financial processing to include processing of payments, adjustments, past due collections actions and notifications, unpaid debt processing, and financial reconciliations.

Integration as defined within Exhibit A - Implementation Statements of Work and final accepted work product

Reporting/Data Access as defined within Exhibit A - Statements of Work and final accepted work product

SpryEngage – Customer Engagement Platform

SpryEngage will, at a minimum, provide the functions and processes to support Customer Self-Service and Engagement including:

Customer Facing

- Customer Registration & Login
- Mobile Access via responsive web design
- Customer Dashboard
- Profile Management
- Alert Sign-up & delivery
- Guest Access
- Interactive Consumption Presentation
- Bill Display
- Electronic Billing
- Payment Processing
- Electronic Forms Submissions

Administrative

- Administrative Dashboard
- Reporting & Analytics
- Customer Masquerading

SpryIDM – Interval Data Management

SpryIDM will at a minimum provide:

- Storage and programmatic access to 3 years of interval data.
- Access to interval data for meters, service points, and collections of meters.
- Ability to standardize and normalize interval data that can be aggregated and analyzed and correlated to other data for presentation of interactive consumption charts of interval data to customers
- Ability to automatically send alerts to customers (SMS, Voice, Email) for continuous usage (leaks) or other events.

SpryMobile – Mobile Field Service

SpryMobile will, at a minimum, provide the functions and processes to support the creation of short cycle work including at a minimum:

- Service orders,
- Scheduling
- Dispatch
- Mapping
- GIS Layers
- MyWork
- Notifications
- Real-Time Connectivity back to SpryCIS.

SpryMobile will provide the ability to accept, process, complete and utilize relevant data from SpryCIS, and allow field users to process updates and notifications in real-time.

Integration as defined within Exhibit A - Implementation Statements of Work and final accepted work product

Reporting/Data Access as defined within Exhibit A - Implementation Statements of Work and final accepted work product

SaaS Pricing Schedule

The table below provides the details of the SpryPoint Software-as-a-Service products purchased, the usage metrics and amounts, and the annual fees for the initial subscription term.

SpryPoint SaaS Application Name/Module	Environments Included during implementation*	Environments included after go-live*	Usage Metric	Quantity Subscribed	Price per metric	Annual Subscription Amount for Initial term
SpryCIS – Customer Information System	Production (1), Staging (1) Sandbox (1)	Production (1) Sandbox (1)	Active Accounts	7500 Electric 3500 Water	\$3.00 per Active Account in blocks of 500	\$35,250
SpryEngage – Customer Engagement Platform	Production (1), Staging (1)	Production (1)	Active Accounts	7500	\$1.50 per Active Account in blocks of 500	\$11,250
SpryMobile – Mobile Field Service	Production (1), Sandbox (1)	Production (1)	Full Users Light Users	5 Full Users	\$100/per Full users/month \$50/per	\$6,000

					Light user/Month	
SpryIDM – Interval Data Management	Production (1), Sandbox (1)	Production (1)	Active Accounts	7500	\$1.00 per Active Account in blocks of 500	\$7,500
Total Annual Fee						\$60,000

* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (Eg, Test & Train) and will not result in additional cost to Client. If additional dedicated environments are required post go-live there may be additional fees required.

** Please see pricing summary for full pricing overview, subject to changes mutually agreed upon throughout the project.

SaaS Software Usage Metrics

Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period and are for Production Environment only. Client is licensed "up to" the Usage Metric Limitation.

Usage Metric Definitions

Accounts

Accounts are defined as "Active Accounts" within the CIS. An account is no longer considered Active when it is ineligible to receive a Statement and is no longer subject to ancillary processes such as penalties, collections routines or external communication from SpryCIS. Active accounts are audited based on a variance of +/-500 accounts for the purposes of pricing updates as outlined in the auditing process below.

Full Users

Full Users are defined as users who can access all SpryMobile's functionality to create, edit, and share data.

Light Users

Light Users are defined as users who have read only access to data within SpryMobile.

Archived Users

Archived Users are defined as user accounts that are no longer active or required. It is the Client's responsibility to archive users. All records associated with the archived user are maintained within the application for data integrity and activity logging, but archived users are not able to login or access resources within the application.

Testable Assembly

Testable Assembly is defined as an assembly which is associated with a location and is subject to test notices and test entry submission, regardless of the frequency of notices and entry.

Usage Metric Verification Process

Client has access to self-service metric usage on demand and within the Service. Client System Administrators can add or remove Accounts and Users as needed. It is the Client's sole responsibility to archive users in SpryMobile if they are no longer being used.

SpryPoint may verify metrics through a quarterly audit and will bill any changes annually. Audit results will be shared with Client. Any use exceeding or decreasing from the usage metrics within scope and defined above will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began and accordingly fees decrease from the calendar month of decreased use. For example, if in the first subscription year:

Annual Subscription Invoicing of 25,000 Active Accounts = \$75,000

- Quarter 1 Audit = An average of 24,900 Active Accounts during the quarter = \$0.00 increase or decrease.
- Quarter 2 Audit indicates an average of 25,300 Active Accounts during the quarter = \$1500 increase (\$3 per account x block of 500) prorated for the remaining term of the active subscription period (6 months), to be added to the subsequent renewal period.
- Quarter 3 Audit indicates an average of 24,443 Active Accounts during the quarter = \$1500 decrease (\$3 per account x block of 500) prorated for the remaining term of the active subscription period (3 months), to be applied as a credit against the subsequent renewal period.
- Quarter 4 Audit indicates an average of 24,900 Active Accounts during the quarter.



Next Annual Subscription Invoicing for 25,000 Active Accounts:

$$\begin{aligned} &(\$75,000 * \text{Renewal Year Escalation Rate of } 3\%) \\ &+ \\ &((\$1500 * \text{Previous Year Escalation Rate of } 0\%) * (2/4)) \\ &- \\ &((\$1500 * \text{Previous Year Escalation Rate of } 0\%) * (1/4)) \\ &= \\ &\$77,625 \end{aligned}$$

The average number of active accounts during per quarter is calculated as:

(Total Active Accounts during the Quarter/3)

If Client disputes any audit results, that dispute will be resolved as a Disputed Matter pursuant to Section 6.5 of the Master Subscription Agreement.

SaaS Products and Subscription Initial Term

The Initial Term of this agreement shall be for a period of one (1) year.

Annual Renewal

Unless stated otherwise, the Initial Term and any subsequent renewals will automatically renew for terms of 12 months, unless Client notifies SpryPoint of their intention not to renew.

Annual Escalation

When the initial term comes to an end, each subsequent renewal of the SaaS Pricing will be subject to a pricing adjustment which will occur at the higher of the following parameters:

- a) 5% per year

Initial Implementation Fees

The description of the initial Implementation is included within Exhibit A - Statement of Work (SOW) of the Master Subscription Agreement.

Billing/Invoicing

All invoices will be in US Dollars. Annual SaaS fees for the Initial Term will be invoiced upon contract execution. Annual SaaS fees for each subsequent annual term, including any applicable metric usage updates, will be invoiced at the yearly anniversary. Any Statement of Work or Change Order Fees will be billed according to the Payment Schedule determined within the associated Statement of Work.

Below is the client contact information for the administration of all audit information, invoicing, and any technical administration:

Business Service Manager
 GRAND RAPIDS PUBLIC UTILITIES COMMISSION
 500 SE 4th Street
 Grand Rapids, MN 55744
accountspayable@grpuc.com

Additional Terms

Integrated Notification Services:

The SpryPoint platform includes integrated notification services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's Notification services include:

- Inbound & outbound SMS text messaging
- Outbound voice messaging
- Inbound & outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage according to the following table.

<u>Service</u>	<u>Rate</u>
Inbound & Outbound SMS Messaging	\$0.02 / Message segment
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000/year



All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges. Client will pay all communications surcharges associated with your use of the Integrated Notification Services. Communications Surcharges will be shown as a separate line item on an invoice.

The character limit for a single SMS message is technically 160 characters. However, most modern phones and networks support message concatenation which means they split large messages into individual SMS messages (called "segments") and then re-create the large message at the receiving end.

When Client sends an SMS message containing more than 160 characters, the message will be split into smaller messages for transmission. Large messages are split into 153-character 'segments' and sent individually, then re-assembled by the recipient's device. For example, a 161-character message will be sent as two messages: one with 153 characters and a second with eight characters. SpryPoint will invoice Client for every segment sent.

Pricing Summary

Pricing Summary



Grand Rapids Public Utilities

	<u>Annual Cost</u>	<u>Implementation Cost</u>	<u>Solution Cost</u>
SpryCIS	\$ 35,250	\$ 336,400	\$ 371,650
SpryEngage	\$ 11,250	\$ 25,600	\$ 36,850
SpryIDM	\$ 7,500	\$ 6,400	\$ 13,900
SpryMobile	\$ 6,000	\$ 20,800	\$ 6,000
Total	\$ 60,000	\$ 389,200	\$ 449,200

Travel

25,0000

*Subject to change order process if mutually agreed changes are required.



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Grand Rapids Public Utilities

Software as a Service Fees

	Year 1	Year 2	Year 3	Year 4	Year 5
SpryCIS	\$ 35,250	\$ 37,013	\$ 38,863	\$ 40,806	\$ 42,847
SpryMobile	\$ 6,000	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
SpryEngage - Customer Engagement	\$ 11,250	\$ 11,813	\$ 12,403	\$ 13,023	\$ 13,674
SpryIDM - Interval Data Management	\$ 7,500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116
Total	\$ 60,000	\$ 63,000	\$ 66,150	\$ 69,458	\$ 72,930

Implementation

	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management	\$ 72,000	\$ -	\$ -	\$ -	\$ -
Deploy	\$ 800	\$ -	\$ -	\$ -	\$ -
Analysis Workshops	\$ 22,000	\$ -	\$ -	\$ -	\$ -
Data Conversion	\$ 32,000	\$ -	\$ -	\$ -	\$ -
Reporting & Dashboards	\$ 9,600	\$ -	\$ -	\$ -	\$ -
Integrations	\$ 16,800	\$ -	\$ -	\$ -	\$ -
Configuration	\$ 99,200	\$ -	\$ -	\$ -	\$ -
Training	\$ 22,400	\$ -	\$ -	\$ -	\$ -
Testing	\$ 46,400	\$ -	\$ -	\$ -	\$ -
Mock Cutover	\$ 16,000	\$ -	\$ -	\$ -	\$ -
Cutover	\$ 16,000	\$ -	\$ -	\$ -	\$ -
Post Implementation Stabilization	\$ 36,000	\$ -	\$ -	\$ -	\$ -
Total	\$ 389,200	\$ -	\$ -	\$ -	\$ -

Travel	\$ 25,000				
Year 1 TOTAL	\$ 474,200				