

Master Subscription Agreement

This Master Subscription Agreement, effective as of _____ (“**Effective Date**”), is by and between SpryPoint Services, Inc. (“SpryPoint”) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and Grand Rapids Public Utilities Commission with offices at 500 SE 4th Street, Grand Rapids, MN 55744 (“the **Client**”)

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – Pricing Schedule
4. Exhibit C – Service Level Agreement
5. Exhibit D – Insurance Requirements
6. Exhibit E – Security Provisions
7. Exhibit F – Data Processing

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Master Subscription Agreement, including any exhibits or attachments hereto.

“Authorized Named User” means an end user of the Client that has been given access by Client to use the Services.

“Authorized Parties” means Clients’ or an authorized Affiliate’s employees and third-party providers authorized to access Client’s Tenants and/or to receive Client Data by Client (i) in writing, (ii) through the Service’s security designation, or (iii) by system integration or other data exchange process.

“Confidential Information” refers to the following types of material or content one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly,

before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means a subset of Confidential Information that is comprised of Client's data obtained, used in, or stored as the result of the use of the Services. Client Data shall include the following: Data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in same is reserved to Client.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees and Authorized Parties relating to the operation or functionality of the Service.

"Client System" means any database, system, networks, applications, equipment, or facilities used by the Client.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Deliverable" means any report, analysis, documentation, training materials, test scripts, specifications or other work product identified in any Statement of Work as a "deliverable".

"Documentation" means the software's standard user manuals and any other accompanying documents related to the Software delivered to Client during Implementation.

"Implementation" means the process for gathering requirements, configuring, testing, training, and integrating the Service for Client's use, as set forth in a Statement of Work.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Implementation Services" means the services provided by SpryPoint to Client for the integration, implementation, and use of the Service, which may include project management, analysis, configuration, data conversion, training, testing, development and ongoing maintenance & support, as outlined in Exhibit A - Statement of Work.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Parties" collectively refers to SpryPoint and the Client.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers

a notification obligation under any applicable law and (ii) any security breach (or substantially similar term) as defined by applicable law.

"Service" means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to as set forth in Exhibit B - Pricing Schedule or through a Change Order.

"Service Level Agreement" (SLA) means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

"Subscription Service Fee" means the annual amount invoiced and payable for Client's use of the Service. The Subscription Service Fee does not include the one-time implementation fees for the Services as set forth in Exhibit A Statement of Work.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

"Term" means the initial term of this Agreement which commences on the Effective Date and will continue for one year.

"Updates" means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for production use.

"Work Product" means any deliverable or other product prepared specifically for Client by SpryPoint as part of Implementation Services, but not including any enhancements developed to the software applications which are the product of SpryPoint.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term of this Agreement, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable laws; (ii) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate a maximum number of named contacts as listed in the applicable order form to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client

shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

- 1.3 Acceptable Use.** Client acknowledges and agrees that SpryPoint does not police the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) for making sure that the it's disclosure and use of data, content and information transmitted through the Service does not violate any applicable law or infringe upon the intellectual property rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or infringe upon the intellectual property rights of any third party. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Services, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.
- 1.4 Professional Services.** As applicable, SpryPoint shall provide to the Client Implementation Services, project management services, functional consulting services, and technical consulting services as described in a mutually agreed upon Statement of Work or Change Order (including any Deliverables, reports, training materials, specifications, scripts, or other resources) and technical and functional support services listed in the exhibits attached to this Agreement.
- 1.5 Acceptance Criteria.** Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing. The Client must inspect the Services and Work Products upon SpryPoint's delivery of such Services or Work Products to confirm conformance with acceptance criteria. Unless otherwise stated in a SOW, Client shall provide within five (5) business days, or an alternate period agreed to between the parties, notification of acceptance or description of defects within the applicable Services or Work Product. In the event that the Client does not provide notification of acceptance within the agreed upon review period, the issue shall be resolved using the dispute resolution identified in Section 6.5 of this Agreement.
- 1.6 Personnel.** Any SpryPoint employee assigned to the Client will be qualified to conduct the duties assigned to that employee. If requested by Client, SpryPoint will remove any employee from performing the Services that Client reasonably deems incompetent, careless, or otherwise objectionable to the extent legally permissible. SpryPoint does not anticipate that a reassignment will occur, however; if it should become a necessity, SpryPoint will work with Client to ensure that any necessary transition is conducted to the highest standards. To the extent it is within SpryPoint's control, any such transition will consist of a thirty (30) day knowledge transfer period for any newly assigned SpryPoint resource
- 1.7 Access.** Client shall provide SpryPoint with reasonable access to the Client premises and Client Systems (including digital access) and will make Client employees and contractors reasonably available to answer questions as necessary for the performance of the Services and will generally cooperate fully with SpryPoint in SpryPoint's provision of the Services.
- 1.8 SpryPoint Compliance with policy.** SpryPoint will:

 - 1.8.1** abide by any reasonable and applicable Client security or human resource policies in effect and communicated in writing to SpryPoint when accessing Client Systems.

- 1.8.2** comply with reasonable instructions, restrictions, or conditions related to use of any Client System provided that the specifics of any such compliance requirements are communicated in writing to SpryPoint.

2. Fees.

- 2.1 Invoices & Payment.** SpryPoint will invoice Client the first-year subscription fee for the Service upon execution of this Agreement. All fees are quoted and payable in United States Dollars. All invoiced charges are due net 30 days from the invoice date unless otherwise stated on the invoice. Client is responsible for providing SpryPoint complete and accurate billing and contact information including a valid email address prior to the commencement of your subscription. Upon SpryPoint's request, Client will make payments via electronic bank transfer. All remittance and invoice inquiries are to be directed to finance@sprypoint.com.
- 2.2 Non-Cancelable & Non-Refundable.** Except as specifically set forth to the contrary under Section 6 (Warranty) and Section 7 (Indemnification), all payment obligations are non-cancelable, and all payments made are non-refundable.
- 2.3 Non-Payment and Suspension of Service.** If SpryPoint does not receive any undisputed invoiced amount by the due date as provided in Section 2.1 herein, then without limiting rights and remedies, the invoiced amount(s) may accrue interest at the rate of 1.5% per month or the rate permitted by applicable law, whichever is less. If any amount owing by Client for SpryPoint's Services under this Agreement or any other agreement is net 30 or more days overdue, SpryPoint, without limiting its other rights and remedies reserves the right to suspend the Service, after five (5) days notice to Client, until such amounts are paid in full.
- 2.4 Taxes.** All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.
- 2.5 Tax Status.** SpryPoint's fees do not include any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value - added, goods and services, taxes, excise, use or similar taxes ("Transaction Taxes"). In the event that Client's tax-exempt status changes such that it is no longer exempt from Transaction Taxes, Client shall become responsible for paying all Transaction Taxes associated with this Agreement. If SpryPoint has a legal obligation to pay or collect Transaction Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client. If Client itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon SpryPoint's provision of the Services, the fees in this Agreement are net of any such taxes or fees and SpryPoint will gross up its invoices to include such taxes or fees.
- 2.6 Additional Services.** The Service includes optional variable services such as SMS messaging services and outbound IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by SpryPoint to Client upon the request of such services by Client at the pricing and rates provided in Exhibit B.
- (a) For SMS text messaging services, an optional SMS Short Code fee shall be invoiced upon request of a Short Code by Client. SMS short code fees shall be invoiced annually, while in- bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.
- (b) For Outbound IVR services, usage fees shall be invoiced monthly for the actual amount used upon activation and usage of the outbound IVR services.

2.7 Enhancement Cost. Any enhancements to the Service beyond the initial scope as outlined in Exhibit A – the Statement of Work will be performed on a time and material basis, at SpryPoint’s then current hourly rate, which Client will be informed of upon request. We will implement enhancements pursuant to the change control process as outlined in Exhibit A.

2.8 Additional Users. SpryPoint will be automatically notified when new users are added to Client’s Service. If the number of active users, not including archived users, exceeds Client’s current subscription, SpryPoint will invoice Client for any incremental user additions during the calendar month. Invoice to Client will be prorated to align with the remaining months in Client’s subscription period.

3. Proprietary Rights

3.1 SpryPoint Intellectual Property Rights. SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to) (i) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (ii) copy any features, functions, interfaces, integrations or graphics of the Service or Documentation; or (iii) access the Service or Documentation in order to build any commercially available product or service.

3.2 Client Rights. SpryPoint hereby grants Client’s Authorized Named Users (and those of Client’s Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right and license to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

3.3 License to Host Client Data. Client grants SpryPoint and SpryPoint’s hosting partners a non-exclusive, non-transferable, worldwide, limited-term license to host, copy, transmit and display Client Data, only as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client Data.

3.4 License to use Client’s Feedback. Client grants to SpryPoint and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service. SpryPoint shall have no obligation to make Client Input an improvement.

3.5 Statistical Information. SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the SaaS service, provided that such information does not identify Client Data or include Client’s name.

4. Confidentiality

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party’s prior written permission. Notwithstanding the foregoing, SpryPoint recognizes that Client is a public entity and records may be disclosed by Client subject to any applicable public records laws as determined by Client. The requirements of Minnesota Statutes, section 13.05, subdivision 11, apply to this Agreement. Furthermore, Recipient may disclose Confidential Information

as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise contest such required disclosure, at Discloser's expense.

- 4.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient, and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 4.3 Protection.** Each party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event using less than a reasonable standard of care.
- 4.4 Injunctive Relief.** Recipient agrees that breach of confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.
- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data, protect against any anticipated threats or hazards to the security of Client Data protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

- 6.1 From SpryPoint.**

- a. Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
 - b. Service:** SpryPoint warrants that it will (a) perform the Services in a professional, workmanlike manner, consistent with industry standards; (b) perform the Services in a manner that complies with all applicable laws and regulations; (c) staff the project with a sufficient number of resources with skills and experience sufficient to perform the Services in accordance with the requirements of this Agreement; and (d) comply with applicable functional requirements in the SOW or other plans or specifications approved by SpryPoint and the Client in any approved Deliverables. In the event SpryPoint provides Services that do not conform to this warranty, SpryPoint will timely re-perform such services at no additional cost to Client.
 - c. Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
 - d. Malicious Code:** SpryPoint represents and warrants that the Service does not contain any Malicious Code. SpryPoint further warrants that it will not introduce any Malicious Code into the Service.
 - e. No Debarment:** SpryPoint certifies that neither it nor its principals are presently debarred or suspended by the United States Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions.
- 6.2 From Both Parties.** Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.
- 6.3 Warranty Remedies.** In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date of the defect (provided Client promptly informs SpryPoint of the defect after discovery of same) through the date of remedy, if any. At no time shall the refund exceed the subscription fees actually paid by Client in consideration for SpryPoint's service delivery during the immediately preceding twelve (12) month period for the Service.
- 6.4 Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.
- 6.5 Dispute Resolution.** Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for SpryPoint and the Project Manager or Project Leader for the Client meet to endeavor to resolve such dispute. If a resolution to the Disputed Matter does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the Disputed Matter to a meeting of the Client's Project Steering Committee. If either of the representatives at this level conclude, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either party may seek relief by mediation and/or legal action.

Except as expressly permitted in this Agreement, during the pendency of a dispute between the parties, notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall SpryPoint interrupt or suspend or terminate the provision of the Service to the Client or perform any action that prevents, impedes, or reduces in any way the provision of the Service or the Client's ability to conduct its activities, unless authority to do so is granted by the Client or conferred by a court of competent jurisdiction or the nature of the dispute makes performance of the Service infeasible.

7. Indemnification

7.1 Intellectual Property Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Indemnified Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Indemnified Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made by Client without SpryPoint's written consent; (c) Client's failure to incorporate Updates that Client has been advised of by SpryPoint that would have avoided the alleged infringement; (d) Modification of the Service by Client, its employees, or Authorized Parties in conflict with Client's obligations; (e) Unauthorized use of the Service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund: (y) any prepaid fees for the Service that were to be provided after the effective date of termination, and (z) all amounts Client paid in respect of SpryPoint's Intellectual Property Rights that Client cannot reasonably use as intended under this Agreement.

7.2 Indemnification. SpryPoint shall indemnify, defend and hold harmless Client and Client's agents, officials, and employees from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising from a third-party claim for (a) personal injury or property damage to the extent caused by SpryPoint's negligence or willful misconduct, (b) SpryPoint's violation of PCI-DSS requirements or a law applicable to performance under this Agreement; (c) SpryPoint's breach of Section 4; or (d) SpryPoint's or SpryPoint employees' misuse of their administrative privileges and log in use that causes a security breach to Client System.

8. Limitation of Liability

8.1 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 8.3, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO SPRYPOINT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (the "**Damage Cap**"). FOR THE AVOIDANCE OF DOUBT, THESE LIABILITY LIMITS APPLY TO THE PARTIES' AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.2 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

8.3 Exceptions. Section 8.1 will not apply to limit (a) a party's liability for reckless misconduct, gross negligence, willful misconduct and/or fraud; (b) a party's liability for a breach of Section 4; provided that in no event will a Party's aggregate liability arising out of a Security Breach exceed an amount equal to two times (2x) the Damage Cap; (c) Client's liability for fees and Transaction Taxes under Section 2; (d) SpryPoint's indemnification obligations under Section 7.1; and (e) SpryPoint's indemnification obligations under Section 7.2; provided that in no event will SpryPoint's aggregate liability under Sections 7.2(b), (c), and (d) exceed an amount equal to two times (2x) the Damage Cap.

9. Term & Termination

9.1 Term of Agreement. The Term of this agreement commences on the Effective Date and will continue for one year.

9.2 Annual Renewal. The initial Term shall automatically renew for successive terms of one year unless either party provides the other written notice of termination at least (30) days prior to the expiration of the current term.

9.3 Annual Escalation. The annual Subscription Service Fee for the Service shall be subject to adjustment on each anniversary of the Effective Date at 5% per year.

9.4 Termination for Convenience. Client shall have the right to terminate this Agreement without cause or penalty, by giving not less than Thirty (30) days' prior written notice to SpryPoint. Upon termination, Client shall pay SpryPoint all fees due up to the time of termination.

9.5 Termination for Default. Either party may terminate this Agreement upon Thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period.

9.6 Termination for Non-Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, Client will have the right to terminate at no additional cost or penalty by giving Thirty (30) days written prior notice documenting the lack of funding.

9.7 Termination for Insolvency. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make

a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.8 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination.

9.9 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After sixty (60) days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

9.10 Survival. This Section 9.10, the "Definitions" Section, and Sections 4, 5, 7, 8, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. Messaging.

10.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities (Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

10.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

10.3 Messaging Indemnity. Client shall hold harmless, defend and indemnify SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of these Messaging Terms, except in the event of SpryPoint's gross negligence or willful misconduct.

10.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to use of the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous

11.1 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this agreement. This agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.2 Insurance. SpryPoint will maintain during the entire Term of this Agreement, at its own expense the insurance coverage as outlined in Exhibit D. The policies shall name Client as an additional insured with respect to the provision of Services provided under this Agreement.

11.3 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Minnesota.

11.4 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Client shall be sent to:

Grand Rapids Public Utilities Commission
Attn:
500 SE 4th Street
Grand Rapids, MN 55744

XXXXXXXXXX
Attention: XXXXXXXXXXXX

Notices to SpryPoint shall be sent to:

Nick Stone
CFO
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4
nstone@sprypoint.com

11.5 Waiver. No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right or any other right. Neither Client's review, acceptance nor payments for any of the Service or the Implementation Services shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

11.6 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. The affected party shall provide prompt notice to the other party of the force majeure event, stating the period of time the occurrence is expected to continue.

11.7 Conflicts of Interest. SpryPoint certifies that to the best of its knowledge, no Client officer, employee or authorized representative has any financial interest in the business of SpryPoint and that no person associated with SpryPoint has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

11.8 Fair Employment. SpryPoint shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

11.9 Time. Time is of the essence in the performance of this Agreement.

11.10 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.11 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.12 Publicity. Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client. SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.13 Subcontractors. SpryPoint will not subcontract any Services under this Agreement without Client's prior written consent.

11.14 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.15 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. For purposes of this Agreement, a telecopy, electronic, or facsimile Agreement and signature shall be deemed as, and shall serve as, an original Agreement and signature.

11.16 Entire Agreement. This Agreement (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed: