



Software Services Agreement (Contract # K-2324-38)

This **Software Services Agreement** (the “**Agreement**”), is entered into on _____, 2024 (the “**Effective Date**”) by and between Norman Utilities Authority, OK of 225 N Webster, Norman, OK 73069 (“**Customer**”) and N. Harris Computer Corporation, acting through its SmartWorks Business Unit of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 (“**SmartWorks**” or “**Harris**”).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

(a) The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (i) “**Annual Subscription Fees**” means the annual subscription fees to be paid by Customer for the access and use of the of the Software Services as set out in Schedule “A”.
- (ii) “**Change Order**” means any written documentation between the Customer and SmartWorks evidencing their agreement to change particular aspects of this Agreement.
- (iii) “**Completion of Services**” means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services in a production environment.
- (iv) “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of SmartWorks shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that SmartWorks may provide to Customer from time to time, including without limitation, all information disclosed by SmartWorks or its service providers relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information does not include Data.
- (v) “**Data Conversion Fees**” shall have the meaning set forth in Section 10 of this Agreement.
- (vi) “**Data**” means all data, software, text, information (including documents and other content), audio, video and images that are provided by or on behalf of Customer to SmartWorks or its third party service provider and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.

- (vii) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, and supporting materials.
- (viii) **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in Schedule “A” of this Agreement.
- (ix) **“Maximum Channels”** means the maximum number of channels or existing systems and connected devices such as Supervisory Control and Data Acquisition (SCADA) and sensors in the emerging Internet of Things (IoT) that collect data regarding electricity being consumed by a customer of Customer or collect data regarding electricity provided by a customer to Customer, with which Customer is authorized to use the Software as specified in Schedule “A”.
- (x) **“Maximum Meters”** means the maximum number of meters with which Customer is authorized to use the Software as specified in Schedule “A”.
- (xi) **“Professional Service(s)”** means those implementation, training, consulting and professional service(s) provided by the SmartWorks Professional Services team as further described in a SOW.
- (xii) **“Professional Services Fees”** means the Professional Service(s) fees set out in Schedule “A” and/or the SOW.
- (xiii) **“Reseller”** means Thirkettle Corporation dba Utiliuse,
- (xiv) **“Reseller Agreement”** means the reseller agreement executed by SmartWorks and Reseller.
- (xv) **“Services” and “Software Services”** each means the web-based hosting service(s) and software solution to be provided by or on behalf of SmartWorks under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by SmartWorks and the delivery of exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- (xvi) **“Software”** means the software product(s) that are owned by SmartWorks, delivered as a subscription based hosted solution and listed in Schedule “A”.
- (xvii) **“SOW” or “Statement of Work”** means a written statement of work that sets out a description of the Professional Services to be provided by SmartWorks to Customer that is signed by an authorized representative of each of the parties and is either attached to this Agreement as Schedule “C” or such other future written statement of work agreed to by the parties, and subject to any necessary approvals, which references and is governed by this Agreement, or such other written statement of work which references and is governed by the Reseller Agreement.
- (xviii) **“Support Services”** means those support services to be provided by the SmartWorks Support team as further described in Schedule “D” to this Agreement.
- (xix) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that SmartWorks or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services.
- (xx) **“User”** means an employee or legal agent of Customer that has been authorized by the Customer to access and use the Software Services.

b) Schedules

The Schedules described below and attached to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule "A" - Description of Software; Fees & Payment Terms
- Schedule "B" - Services Availability
- Schedule "C" – Statement of Work (intentionally omitted)
- Schedule "D" - Support Services
- Schedule "E" - Security
- Schedule "F" – Third Party Software

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees (whether to SmartWorks or to its authorized reseller) required for set-up and the Annual Subscription Fees, SmartWorks hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services for up to the Maximum Channels and Maximum Meters on an annual subscription basis and in accordance with the Documentation; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Services and the Professional Services, Customer agrees to pay to SmartWorks the Fees and all applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in Schedule "A".

The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all applicable foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on SmartWorks' net income).

If any Fees are not paid when due, then at SmartWorks' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) SmartWorks may suspend the Service, including all Customer access to the Service, pursuant to Section 15(b).

4. Travel and Lodging Expenses

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at Customer's offices by any SmartWorks personnel. SmartWorks travel expenses are billed to Customer for each SmartWorks employee providing Professional Services as follows:

- Lodging and Hotel expenses: If the SmartWorks employee must spend the evening.
- Airfare expenses: If the SmartWorks employee must travel by air to reach Customer's offices.
- Rental Car or Taxi fees: As appropriate to travel to / from Customer's offices.
- Personal Vehicle expenses: If a SmartWorks employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- Travel time rate of \$75/hr
- Per Diem expenses: Sixty-five dollars (\$65) per day will be charged to cover meals and incidentals when

an employee is at or traveling to and from Customer's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at Customer's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days. SmartWorks reserves the right to change the rates charged for reimbursable meals and incidentals.

SmartWorks will use its reasonable efforts to minimize all travel and lodging expenses. Only reasonable and actual travel and lodging expenses will be billed to the Customer. SmartWorks acknowledges that payment of said charges may require additional board or other governing body approvals by Customer.

5. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years from the date that the initial Software Services listed in Schedule "A" are installed and configured in SmartWorks' hosted environment as indicated by the issuance of an invoice by SmartWorks or its authorized reseller to Customer for the Fees (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to SmartWorks' then-current price structure but at a rate not more than 3% of the previous year's fees, unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. Implementation of fee increases are subject to Customer obtaining necessary board or other governing body approvals, and notice of a fee increase shall be provided to Customer affording sufficient time to permit Customer's option of utilizing its rights pursuant to Paragraph 15 herein. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

6. Restrictions on Use

- (a) Except as expressly provided herein, Customer may not, without the prior written consent of SmartWorks, give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Services except as expressly permitted by this Agreement.
- (b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized legal agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Services.
- (e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) Customer shall not access or use the system (including, without limitation, the network infrastructure and cloud services) used to provide the Services separately from the Services and shall not use third-party tools to access the system used to provide the Services.
- (g) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any ideas, features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of SmartWorks.
- (h) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software,

or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; (v) includes unsolicited bulk e-mails, advertisements or solicitations.

- (i) Customer shall not knowingly transmit any data to the system used by SmartWorks or its third party service provider to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs.
- (j) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (k) Customer shall not use the Services for unlawful, obscene, offensive or fraudulent Data or activity, such as advocating or causing harm, evading filters, sending abusive or deceptive messages.
- (l) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (m) Customer is responsible to ensure that Users are bound by terms and conditions that are no less stringent than those contained in this Agreement.
- (n) Customer acknowledges and agrees that any breach of this Agreement by Users shall constitute a breach by Customer.
- (o) In addition to its termination rights under Section 15 and Subsection (o) above, SmartWorks may restrict or limit Customer's access to the Services if SmartWorks reasonably determines that Customer has engaged in any prohibited conduct described herein and such conduct, in SmartWorks' reasonable opinion poses any risk of any kind or nature to SmartWorks or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, SmartWorks will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after SmartWorks has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, SmartWorks reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that SmartWorks determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to SmartWorks or its service provider's network, business or other customers.

Following a one-week opportunity to cure following receipt of written notice, SmartWorks may terminate this Agreement immediately in the event of a breach by Customer of this Section 6.

7. Services Availability

- (a) SmartWorks and/or its service provider shall provide all facilities, equipment, and software required to deliver the Services for up to the Maximum Meters and Maximum Channels.
- (b) SmartWorks shall use commercially reasonable efforts to make the Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".
- (c) SmartWorks reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Services. SmartWorks shall inform Customer of such criteria, providing sufficient time for receipt of necessary board or other governing body approvals, and for Customer's exercise of its rights pursuant to Paragraph 15 herein. Where Users do not accept such and/or agree to such criteria, SmartWorks reserves its rights to not grant to such Users access to the Services. SmartWorks reserves its

rights to restrict access, as set forth herein, to the Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Services.

- (d) SmartWorks shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Services. Customer, not SmartWorks, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Services.
- (e) SmartWorks shall comply with the terms and conditions regarding access and use of Data as set out in Section 17 of this Agreement.
- (f) Customer acknowledges that in order to provide the Services SmartWorks may be required to purchase access to the Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to SmartWorks and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by SmartWorks to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of SmartWorks' control, then (a) SmartWorks shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) SmartWorks may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, and, subject to further agreement of the parties and receipt of necessary board or other governing body approvals, reserves the right to pass on any price increases by revising the Annual Subscription Fees, subject to and with sufficient time for Customer to exercise the right to terminate set out in Section 15.
- (g) The infrastructure deployed to support the Customer's Services solution is based upon the scope of solution as defined in Schedule "A" and/or the SOW. Should the technical demands of the infrastructure materially change due to changes such as total number of meters, interval lengths, or number of virtual meters, SmartWorks reserves the right to reassess and redefine the infrastructure required for acceptable performance and, subject to further agreement of the parties and receipt of necessary board or other governing body approvals, adjust the Annual Subscription Fees accordingly.

8. Customer Responsibilities

- (a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with SmartWorks and/or with its authorized reseller to achieve the Completion of Services related to any Professional Services provided by SmartWorks. To enable SmartWorks to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with SmartWorks' practices.
- (b) **Project Manager.** Customer shall appoint a project manager who shall work closely with SmartWorks and/or with its authorized reseller to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. SmartWorks shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements

may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by SmartWorks.

- (d) Passwords.** Customer agrees to comply with all SmartWorks and its service providers' security policies and procedures made available to it and as may be amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any external communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify SmartWorks promptly in writing if it believes that a password has been stolen or might otherwise be misused, of any unauthorized use of any password or user ID, or any other breach of security suspected by Customer related to the Services.
- (e) Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by SmartWorks from time to time for Users; and (iii) upon discovery, timely informing SmartWorks of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or SmartWorks' ability to provide the Services as contemplated by this Agreement.
- (f) Compliance with Laws.** Customer represents and warrants to SmartWorks that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to those laws regarding restrictions on exports (including the U.S. Export Administration Regulations, end-user, end use and destination restrictions by Canadian, U.S. and other governments related to SmartWorks and its service provider's products, services and technologies), defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as SmartWorks' and its service providers') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to SmartWorks' servers; and (iii) Data is encrypted. If any Data could be subject to governmental regulation or may require security measures beyond those specified by SmartWorks for the Services, Customer will not input or provide such content or Data unless SmartWorks has otherwise first agreed in writing to implement additional security and other measures. By using the Services, Customer acknowledges that it meets Customer's requirements and data (including personal information) processing instructions.

SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. ABSENT CIRCUMSTANCES ARISING DIRECTLY FROM THEIR OWN INTERVENING WILLFULL OR GROSSLY NEGLIGENT ACTS, SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

- (h) Third Party Software.** Customer agrees to comply with the terms and conditions regarding third party software set out in Schedule "F" to this Agreement, where applicable.

9. Delivery Schedule

The parties will mutually agree in writing upon a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and SmartWorks staff members.

10. Data Conversion Fees

SmartWorks may offer data conversion services for the purpose of migrating existing Customer data to a format usable by the Software. The success of the data conversion effort is largely based on the format and quality of the Customer provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a professional services pricing proposal. Unless specifically included in this Agreement as part of Schedule "A" and "C", such cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, SmartWorks shall notify Customer of the final data conversion fees and costs after the Customer provided sample data is examined by SmartWorks to verify existing Customer data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by SmartWorks of notice in writing from Customer that applicable data conversion fees are acceptable, and upon further agreement and receipt of any necessary additional approvals, such data conversion fees (the "**Data Conversion Fees**") shall be in addition to all fees currently stated in this Agreement.

Any costs associated with obtaining the data from an existing Customer vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by SmartWorks.

In the event a data re-conversion is required, for whatever reason, Customer will be billed at the Professional Services Fee rate set out in Schedule "A" to this Agreement.

11. Professional Services & Support Services

(a) Professional Services and Support Services. Subject to the terms and conditions of this Agreement, SmartWorks shall provide the Professional Services to Customer in accordance with Schedules "A" and "C" and the Support Services in accordance with Schedule "D".

(b) Manner of Performance. SmartWorks shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. SmartWorks shall determine in its sole discretion the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to Customer personnel. SmartWorks will communicate openly with Customer in its methodology, manner and means.

Conduct on Customer's Premises. In the event that SmartWorks is required to perform Professional Services on Customer's premises, any such Professional Services shall be performed with Customer's full co-operation and on the premises of Customer or, if agreed to by both parties, at an alternate location. SmartWorks agrees that, while working on Customer's premises, each of its employees shall observe Customer's rules and policies provided to SmartWorks in writing relating to conduct thereon.

12. Warranty and Warranty Disclaimer

a) Limited Warranty. SmartWorks warrants to Customer that the Services shall be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and the Software shall function substantially in accordance with the specifications, as stated in SmartWorks' Documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications and the terms and conditions of this Agreement. The foregoing limited warranty will not apply if there has been misuse, modification, damage not caused by SmartWorks or its third party service provider, failure to comply with instructions provided by SmartWorks or if otherwise stated in this Agreement. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for SmartWorks to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance

with Sections 15 and 16. Where applicable, Third Party Software is provided as-is, without warranties of any kind.

- b) Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 12(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

SMARTWORKS, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS ARISING UNDER THIS AGREEMENT REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

SMARTWORKS, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED, OR THAT SMARTWORKS OR ITS THIRD PARTY SERVICE PROVIDER WILL PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS TO THE SOFTWARE, SUBSCRIPTION SERVICES OR SYSTEM USED TO PROVIDE THE SUBSCRIPTION SERVICES.

WITHOUT LIMITING THE FOREGOING, SMARTWORKS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY TO THIS AGREEMENT UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF SMARTWORKS.

13. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT, EXCEPT FOR SMARTWORKS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 19(B), THE ENTIRE COLLECTIVE LIABILITY OF SMARTWORKS AND ITS THIRD PARTY SERVICE PROVIDER AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY SMARTWORKS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL SUBSCRIPTION AND PROFESSIONAL SERVICE FEES PAID BY CUSTOMER TO SMARTWORKS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

at law or in equity, SmartWorks may suspend, limit or terminate Customers' use of the Services if SmartWorks determines there is a material breach of this Agreement, a security breach, or violation of law by Customer or any User. If SmartWorks' service provider determines that the cause of the suspension can reasonably be remedied, SmartWorks will provide notice of the actions Customer and its Users must take to reinstate the Services. If such action is not taken within a reasonable time of not less than sixty (60) days, SmartWorks may terminate this Agreement effectively immediately upon written notice to Customer to that effect. Where Customer disputes the SmartWork's termination of a material breach, no fees shall be invoiced or due hereunder until such dispute is resolved.

(c) This Agreement may be terminated as follows:

- i. If SmartWorks is in material breach of any of its obligations or any provision under this Agreement, Customer must notify SmartWorks in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, SmartWorks must correct the default within sixty (60) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If SmartWorks fails to correct the default within such sixty (60) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, Customer may terminate this Agreement upon written notice to SmartWorks to that effect. Where SmartWorks has disputed default, Customer may terminate the agreement upon thirty (30) days' additional notice and shall pay all disputed fees for the remainder of that year of contract services, which amounts are subject to recovery through amicable settlement or otherwise as a result of litigation, and otherwise as set forth herein.
- ii. If any Fees are thirty (30) days or more overdue from the date payable shown on an invoice, SmartWorks shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- iii. Either party may terminate this Agreement effective immediately upon written notice to the other party if that party has breached its obligations of confidentiality or any intellectual property right or proprietary right of the offended party (or of its service provider in the case of SmartWorks), or in accordance with Section 15(b) in the event of a material breach by Customer.
- iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- v. If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(f) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may terminate this Agreement by providing written notice to SmartWorks within sixty (60) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

16. Effects of Termination

In the event of termination or expiration of this Agreement:

- a) All rights granted to Customer in this Agreement shall immediately terminate and SmartWorks will immediately cease to perform or provide the Services.
- b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to SmartWorks (including court costs, attorney fees,

and repossession charges to the extent not prohibited by law), except that Customer shall not be responsible to pay for any services provided by SmartWorks or its Third Party Service Provider in breach of these Agreement terms..

- c) Customer shall return to SmartWorks or at SmartWorks' option purge or destroy all copies of any Confidential Information of SmartWorks in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- e) In the case of a material breach by Customer, any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Subscription Fees due for the remainder of the current year and for the next full year of the remaining Initial Term, as applicable, not already invoiced and/or paid, which amount will be due immediately. This section will not affect SmartWorks' right to collect any further invoiced amounts for other Professional Service Fees provided for in conformance with the terms of this Agreement..
- f) Conditional upon Customer's payment of all Fees that are due to SmartWorks, SmartWorks will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at SmartWorks' then current daily rate (except where cancellation results from a breach by SmartWorks or its Third Party Service Provider). Upon receipt of notice from Customer confirming receipt of the Data, SmartWorks shall destroy all copies of the Data and delete all Data on the database and an Officer of SmartWorks shall certify the destruction and deletion to the Customer. Subject to any legal requirement that SmartWorks must retain a copy of the Data, SmartWorks shall not delete the Data for 90 days from the date of termination except: (i) where SmartWorks has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with SmartWorks regarding the Data, SmartWorks shall have the right to delete all Data at any time as either required by law or as determined by SmartWorks in its sole discretion, but in such cases shall first provide Customer with no less than sixty (60) days' notice of its intention to delete, unless SmartWorks is required by applicable law to delete in a manner effectively preventing its provision of this notice.

17. Ownership

- (a) **By SmartWorks.** SmartWorks its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, Documentation, and related documentation, materials, logos, names and other support materials , and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software, underlying system or software except the limited right to access and use the Services in accordance with the terms of this Agreement and SmartWorks, its service providers and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer shall report to SmartWorks any infringement or misappropriation of SmartWorks intellectual property rights or other rights in the Software, the Services or the Documentation of which Customer becomes aware. Customer hereby grants to SmartWorks a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying system and software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- (b) **Customer Data.** As between SmartWorks and Customer, all Data will remain the sole and exclusive property

of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to SmartWorks a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by SmartWorks' employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, SmartWorks may not access or use the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to SmartWorks a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). SmartWorks shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants SmartWorks the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes SmartWorks to disclose the fact that Customer is a customer of SmartWorks and uses the Services.

If and to the extent (i) SmartWorks and its third party service provider are processing personal data on behalf of Customer acting as Customer's subprocessor, and (ii) the European General Data Protection Regulation (EU/2016/679) ("GDPR") applies to such processing of personal data, to the extent legally required Customer shall enter into a data processing agreement.

SmartWorks' third party service provider and its affiliates, and their contractors and subprocessors, may wherever they do business, store and otherwise process business contact information ("BCI") of Customer and its Users, for example, name, business telephone, address, email, and user IDs for business dealings with them. Where notice to or consent by the individuals is required for such processing, Customer will notify and obtain such consent. SmartWorks' third party service provider may use personnel and resources in locations worldwide and third party suppliers to support the delivery of its products and services. SmartWorks' third party service provider collects Account Data, defined as information other than Data and BCI that Customer provides to the third party service provider to enable SmartWorks' or Customer's use of the third party service provider's products or that it collects using tracking technologies, such as cookies and web beacons, regarding SmartWorks' or Customer's use of the third party service provider's products. Additional details are available at the link to SmartWorks' third party service provider's Online Privacy Statement set out in Schedule "A".

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to SmartWorks that:

- i. Data that is either provided to or acquired by SmartWorks from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to SmartWorks and its third party service provider;
- ii. Data that is either provided to or acquired by SmartWorks is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by SmartWorks and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and

- iv. Customer will not provide SmartWorks with data of any kind for which SmartWorks or its third party service provider either has no need or does not have the right to collect, use and store under the terms of this Agreement.

(d) Audit Rights

In order to assist SmartWorks with the protection of its proprietary information and Confidential Information and to enable SmartWorks to verify Customer's compliance with the terms and conditions of this Agreement, Customer shall permit SmartWorks and its independent auditor to visit during normal business hours any premises at which the Services are used or being accessed and shall provide SmartWorks with access to its records including usage data. SmartWorks shall provide Customer with reasonable notice of any such audit. Subject to necessary further agreement of the parties and receipt of board or governing body approvals, Customer will promptly order and pay for required entitlements at SmartWorks' then current rates (including uses in excess of Customer's authorizations or licenses) and for other charges and liabilities determined as a result of such verification, as SmartWorks specifies in an invoice. These compliance verification obligations remain in effect during the Term and for two (2) years thereafter.

18. Confidential Information and Data

Except as may otherwise be required by applicable law, the parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on SmartWorks' use of the Data, the confidentiality obligations related to Confidential Information as set out above shall apply to Data. Both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse SmartWorks in relation to all reasonable fees and other disbursements paid by SmartWorks to comply with such requests, whether by an individual or a government body, or to challenge such requests at either SmartWorks' or Customer's request. Customer represents and warrants to SmartWorks that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

19. Indemnity

(a) Customer Indemnification. Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. To the extent permitted by applicable law, Customer and SmartWorks (and its Third Party Service Providers, as applicable) shall defend, indemnify and hold the other, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services by each, as applicable; (ii) any breach by either party of this Agreement; or (iii) the parties' treatment of Confidential Information or Data, including but not limited to, and as applicable, any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the

Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

(b) Intellectual Property Indemnity. SmartWorks will indemnify, defend, and hold harmless, or at its option settle, any third party claim, suit or proceeding against Customer alleging that the Software delivered to Customer, or Customer's authorized use of the Software, infringes any patent issued in the United States or Canada or any trademark or copyright or misappropriates any trade secret; provided, that Customer (i) promptly notifies SmartWorks of any such claim in writing; (ii) provides SmartWorks with all reasonable information and assistance in connection with such claim; and (iii) gives SmartWorks the sole right to control the defense of, or settle such claim. SmartWorks will pay any settlement approved by SmartWorks or final judgment entered against Customer on such claim in any such suit or proceeding defended by SmartWorks.

SmartWorks will have no obligation for any claim, suit or proceeding to the extent that it results from (a) the combination, operation or use of (a) any modification to the Software made without SmartWorks's prior written consent, (b) failure to use updated or modified Software if SmartWorks notified Customer that the use of the updated or modified software was necessary to avoid a claim of infringement, or (c) use of Software not in accordance with this Agreement and applicable Documentation.

If SmartWorks receives notice of an alleged infringement by the Software, or if SmartWorks reasonably believes that such a claim is likely, SmartWorks may stop delivery of such Software as otherwise set forth herein. SmartWorks will have the right, subject to any necessary further agreement of the parties and receipt of board or governing body approvals, to obtain the right for Customer to continue use of the affected Software, or to replace or modify the affected Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to SmartWorks on commercially reasonable terms, SmartWorks may terminate as otherwise set forth herein, in which case SmartWorks will refund to Customer that portion of the Annual Subscription Fees paid but unused by Customer.

20. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma and the federal laws of the United States applicable therein. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the applicable courts in Cleveland County, Oklahoma. Customer and SmartWorks hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of SmartWorks in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties, which agreement shall not be unreasonably withheld by either party. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice: Any notice required or permitted to be given to any party to this Agreement shall be given in writing

and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Customer, to:

Norman Utilities Authority
225 N Webster
Norman, OK 73069
Attention: Utilities Director
Telephone: (405) 366-5443

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 20(c).

- (d) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- (e) **Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of SmartWorks' solutions, products and services: (i) Customer permits SmartWorks to issue a mutually agreed upon press release announcing Customer's purchase of SmartWorks' products and services; and (ii) Customer grants SmartWorks the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of SmartWorks. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to SmartWorks of said revocation.
- (f) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties, and subject to receipt of approval from boards or governing bodies, as necessary.
- (g) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance, unless expressly so stated in such provision. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any

other or further exercise of any right or remedy.

- (h) Assignment:** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (i) Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable as may conform otherwise to the provisions herein. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (j) Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between SmartWorks and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (k) Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (l) Equitable Relief:** The parties acknowledge and agree that it would be difficult to compute the monetary loss or damage arising from a breach or threatened breach of this Agreement by either party and that, accordingly, subject to applicable State laws, either party will be entitled to pursue specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of such a breach or threatened breach of this Agreement.
- (m) Force Majeure:** No default, delay or failure to perform on the part of SmartWorks shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (n) Survival:** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8(g) (Security), 12(b) (Warranty Disclaimer), 13 (Limitations on Liability), 16 (Effects of Termination), 17 (Ownership), 18 (Confidential Information), 19 (Indemnity), 20 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (o) Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise, as long as such signature complies with applicable Oklahoma law), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.


[Signature page on following page]

IN WITNESS WHEREOF, SmartWorks and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

ATTEST:

V. Gagnier
Signature


Signature

Veronique Gagnier
Name

Sharat Balachandran
Name

Executive Vice President
Title

VP, Research & Development
Title

April 3, 2024
Date

April 3, 2024
Date

CUSTOMER:

Norman Utilities Authority

ATTEST:

Signature

Larry Heikkila

Name

Board Chair

Title

Date

Signature

Brenda Hall

Name

Board Secretary

Title

Date

Approved as to form and legality this _____ day of _____, 2024.

Legal Counsel's Office

**Schedule "A"
Fees and Payment Schedule ***

Customer shall pay the Annual Subscription Fees set out in the table below

Annual Recurring Fees (includes support services)	Amount
Annual Subscription Fees:	
Year 1	Through Authorized Reseller (Utiliuse)
Year 2	\$90,514
Year 3	\$90,514
Year 4	\$90,514
Year 5	\$90,514

The Annual Subscription Fees are based on the maximum meters, channel and Interval lengths set out in the table below:

Service	Number of Meters	Interval Length	Number of Channels
Water – Residential	38,000	60 minutes	1
Water – Commercial	4,000	60 minutes	1

- Actual account numbers can vary over time. The server size is recommended with the assumption that the number of services may expand by 25% over five years.
- A minimum of three (3) years of data must be retained for immediate access.
- And additional five (5) years can be maintained for secondary access via the Compass APR process (Archive Purge and Restore)

* All charges are exclusive of out of pocket expenses for any Professional Services requested/performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Services in accordance with Section 15(c)(ii) of the Agreement.

PAYMENT TERMS:

The Annual Subscription Fees will be due in advance of the Initial Term and each Renewal Term, and is non-refundable. Customer shall be provided notice of any fee raise with sufficient time to exercise its rights pursuant to

Paragraph 15 of this Agreement. Annual Subscription Fees shall be non-refundable except where SmartWorks has failed to make services available per the terms of this Agreement, including those set forth in Schedule B.

Professional Services Fees stated above, and any applicable travel and lodging expenses, will be invoiced per the below milestones and shall be due and payable forty-five (45) days from the date of invoice.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Any Professional Services that are not set forth in a Statement of Work are deemed to be additional Professional Services (the "**Additional Professional Services**"). The Additional Professional Services may be provided on-site or via the telephone or through on-line communication platform. Additional Professional Services provided via telephone or through on-line communication platform shall be billed at the rate of two hundred and twenty (\$230) per hour. On-site Additional Professional Services shall be billed at two hundred and ninety (\$290) per hour, plus applicable travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current SmartWorks Professional Services rates, subject to further agreement of the parties and receipt of necessary board or other governing body approvals. Help line support and Support Services do not include training or other Professional Services.

In addition to the Professional Services Fees set out in a Statement of Work, Customer shall be billed a seven-hundred and fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or SmartWorks-recognized holidays, plus any applicable travel charges in accordance with Section 4 of the Agreement.

Additional Professional Services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that SmartWorks match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to SmartWorks in writing and during the Initial Term of this Agreement. If such election is made SmartWorks shall, a) issue a prorated invoice for any Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.

Third Party Service Provider's Online Privacy Policy: <https://www.ibm.com/privacy/details/us/en/>

SCHEDULE B

SERVICES AVAILABILITY

1. Availability Requirement.

SmartWorks shall use commercially reasonable efforts to make the Services Available 100% of the time of the time in any given calendar month as measured over the course of the total number of days in each calendar month during the Term (each such calendar month, a “**Service Period**”), excluding un-Availability as a result of any of the Exceptions described below in this Section 1 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Services to meet the Availability Requirement. “**Available**” means the Services are available for access and use by Customer in a production environment. For the purposes of calculating the Availability Requirement, the Services will not be considered un-Available and no Service Level Failure will be deemed to have occurred in connection with any failure to meet the Availability Requirement that is due, in whole or in part, to any: (a) Customer Cause; (b) Customer's Internet connectivity; (c) a force majeure event (as described in Section 20(m)); (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by SmartWorks pursuant to this Agreement; (e) Routine Scheduled Downtime; (f) any interruption to the access or use of the Services that occurs in a non-production environment; (g) Emergency Work; or (i) disabling, suspension, or termination of the Services for cause by SmartWorks. For clarity, references to “Customer” in this Schedule B include Authorized Users.

2. Customer Cause.

For the purposes of this Schedule B, “**Customer Cause**” means any of the following causes: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Services by Customer or its representatives; (b) any interference or modification to or alteration of the Services by Customer or its representatives; (c) any use of the Services by Customer or its representatives in a manner inconsistent with the then-current Documentation; (d) any use by Customer or its representatives of any third party products that SmartWorks has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of Third Party Components, notwithstanding notice from SmartWorks that updates, fixes or patches are required.

3. Service Level Failures and Remedies.

- (a) In the event of a Service Level Failure, SmartWorks shall issue a credit to Customer in the amounts set out in the table below (a “**Service Level Credit**”), provided however, that SmartWorks has no obligation to issue any Service Level Credit unless Customer: (i) reports the Service Level Failure to SmartWorks immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within ten (10) days of the Service Level Failure.

Service Period Availability	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fee)
Equal to or greater than 99%	0%
Equal to or greater than 98%	3%
Equal to or greater than 97%	5%
Equal to or greater than 95%	10%
Less than 95%	15%

The Service Period Availability is calculated by subtracting the total number of minutes that the Services are un-Available in a Service Period from the total number of minutes in a Service Period and then dividing the difference by the total number of minutes in a Service Period.

- (b) Any Service Level Credit payable to Customer under this Agreement will be issued to Customer in

the last calendar month of the Term. This Section 3 sets forth SmartWorks' sole obligation and liability and Customer's sole remedy for any Service Level Failure.

4. Routine Scheduled Downtime.

For the purposes of this Schedule B, "**Routine Scheduled Downtime**" means a reasonable period of time during which SmartWorks conducts routine system maintenance and for which SmartWorks has provided Customer written notice a minimum of three business days prior to such period, which will be between 6PM and midnight Central Time on weekdays and or any time on weekends, as agreed by the parties.

5. Factors Outside SmartWorks's Reasonable Control.

For the purposes of this Schedule B, outages due to force majeure events include power surges or network or device failure external to SmartWorks' data centers. In the event of a force majeure event, SmartWorks shall be entitled to take any actions determined, in its sole discretion, necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security, or like concern to SmartWorks' hosting infrastructure resulting from such force majeure event ("**Emergency Work**"). SmartWorks shall provide advance notice of such Emergency Work to Customer when practicable and possible. SmartWorks shall not be held responsible for any deterioration of performance or un-Availability during such force majeure events or Emergency Work.

6. Unauthorized Actions.

SmartWorks shall not be responsible for any un-Availability that results from Customer's unauthorized action or lack of action when known and required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Services by means of Customer passwords or equipment, or otherwise resulting from Customer failure to follow appropriate security practices. Although SmartWorks will use commercially reasonable efforts to mitigate the effects of any such events, SmartWorks cannot guarantee that such events will not occur. Accordingly, SmartWorks disclaims any and all liability resulting directly from such events.

7. Failure to Adhere to Requirements.

SmartWorks shall not be responsible for any un-Availability which results from Customer's failure to adhere to any required configurations, follow any policies for acceptable use, or use of the Services in a manner inconsistent with the features and functionality of the Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, if applicable, or suspected abusive behavior) or inconsistent with SmartWorks' published guidance.

Schedule "C"

Statement of Work

[intentionally omitted]

Schedule D

Support Services



SmartWorks Support Services

The Schedule D describes the Support Services included in this Subscription Agreement and more specifically, a listing of ticket priorities, an outline of SmartWorks' escalation procedures and related details. For the purposes of this Schedule D, "SmartWorks Services" means the Services and the Software Services.

SmartWorks reserves the right to make modifications to this document as required, said modifications only effective upon further agreement of the parties and receipt of necessary board or governing body approvals.

Last Updated: July 21, 2020

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STANDARD SUPPORT AND MAINTENANCE SERVICES – GUIDELINES

The support services listed below (“**Support Services**”) are included in the SmartWorks Services.

- Support for the SmartWorks Services as provided by the SmartWorks professional services group includes:
 - The SmartWorks Services and all default functionality
 - The SmartWorks Services side of the interfaces with other third party systems, as implemented by our professional services consultants
 - Customized rules developed by professional services staff. Rules developed or modified by the Customer are not supported through the standard Support Services.
 - The integrity of the data within the SmartWorks Services, to the extent that the SmartWorks Services has manipulated it. The SmartWorks Services is not responsible for the completeness or accuracy of the data originating in third party systems (e.g. AMI, CIS, etc.)
 - Advice on VEE parameter settings and processes, however the VEE settings themselves are the responsibility of the Customer
- SmartWorks will create and install software updates (release notes will be available upon request and on the Customer Hub) that may include:
 - Defect corrections (as warranted)
 - Planned enhancements
 - State (Provincial) and/or Federal mandated changes (charges may exist depending on scope)
 - From time to time, we will provide software upgrades (note that there may be charges in implementation depending on the scope of services)
- SmartWorks will troubleshoot customer issues and provide recommendations for resolution
- SmartWorks will deploy performance monitoring tools
- SmartWorks will provide remote training on subjects of limited scope. As a rule of thumb, a subject of limited scope can be addressed in about 15 minutes over the phone. If a customer makes numerous training requests in a short period of time, we may deem the training requests to be of a broad nature.
- HealthWatch - Online Diagnostics
 - HealthWatch rules will collect data and alert Support Services when specific thresholds have been met (e.g. disk space limit reached, no interval data for two days, etc.)
 - SmartWorks will proactively monitor your solution to identify small issues before they become big problems using our HealthWatch tool. Depending on the nature of the issue, we may either alert you or attempt to address the issue ourselves.
 - If customer decides to opt-out of HealthWatch, charges may apply.
- Customer Care Program. On a periodic basis, SmartWorks will share useful information regarding the use of your SmartWorks Services modules through one or more of the following methods:
 - Support Bulletins
 - Communication on new products and services
 - On-site visits (as required)
 - Webinars
 - Surveys
 - Knowledge Base
- If requested, provide an Outstanding Tickets Report with conference call
- Ability to attend the annual customer conference (attendance fees apply)
- Opportunity to participate in BETA programs at our discretion

- SmartWorks shall provide an online ticketing system with the following features:
 - Ability to log and close tickets
 - Ability to view and update tickets
 - Ability to update contact information
 - Access to published documentation
 - Access to support knowledge base
 - Ability to report on metrics
- 800 Toll Free Telephone Support

Out-of-Scope Services, as defined and set out in Exhibit I are not included in the Support Services. Additional fees shall apply to Out-of-Scope services.

Customer Responsibilities

In order to effectively provide our support services, the Customer is responsible for the following items:

- Customer shall notify SmartWorks of suspected defects in the Services. Customer shall provide, upon SmartWorks request, additional data deemed necessary or desirable by SmartWorks to reproduce the environment in which such defect occurred.
- Customer shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of Services in accordance with applicable SmartWorks manuals and instructions. If Customer's personnel are not properly trained as mutually determined by SmartWorks and Customer, Customer agrees that such personnel will be trained by SmartWorks or Customer within fifteen (15) days of receipt of written notice of such a determination. If Customer desires SmartWorks to perform the required training then SmartWorks shall be compensated in accordance with this Agreement, and as may be further agreed between the parties.
- Customer shall establish proper backup procedures necessary to replace critical Customer data in the event of loss or damage to such data from any cause. Customer shall provide SmartWorks with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- Customer shall have the sole responsibility for:
 - The performance of any tests it deems necessary prior to the use of the Services.
 - Assuring proper Customer computer system installation, configuration, verification, audit controls and operating methods.
 - Implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - Timely upgrade and keeping current all third party license releases and/or Third Party Components to meet the requirements of the SmartWorks Services.
- Customer is responsible for the data quality, completeness, and availability from 3rd party applications on which SmartWorks product relies.
- Customer shall be responsible for rules created and/or edited by Customer staff.
- Customer shall be solely responsible for all VEE parameters settings, the regular monitoring of validation failures, and the rectification of any validation failures.

SOLUTION UPDATES

SmartWorks will make software updates relevant to the Services available from time to time. When an update is available, SmartWorks will make an announcement to its customers.

BILLABLE SUPPORT SERVICES

The services listed below are services that are out of scope of your Support Services and are therefore considered billable services.

- Provision of remote or on-site training on subjects of broad scope
- New interfaces or connections to non-SmartWorks (or third party) applications
- Creation of test instances
- Custom modifications (e.g. rules, reports, new data, etc.)
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization, refreshes, backups, restores
- Extended Hardware and Operating System support
- Upgrades and support of third party software (e.g. database software, OS, web server, etc.)
- Installations and/or re-installations of software solution
- Support for rules, reports, database procedures, or screens developed by, or modified by, the Customer
- Cleansing or re-processing of data originating from a third party system (e.g. AMI, CIS, etc.)

Note: Provision of billable support services will occur subject to further agreement of the parties and receipt of further approvals, as necessary. If customer purchases a billable service with a maintenance fee such as the ones listed above, the Customer is responsible for supporting these items.

Test Databases and Environments

SmartWorks support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of test databases and Environments is a billable service; quotations and incremental maintenance rates will be provided on request.

OPERATIONS

Hours

Our standard Support Services hours are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Weekend assistance is available, but must be scheduled in advance, and in most cases is billable as further set forth herein.

Holiday Schedule

Below is a listing of statutory holidays. Please note that Support Services will be closed on designated days as outlined below.

New Year’s Eve	Early Closure (noon EST)
New Year’s Day	Closed
President’s Day (USA) /Family Day (Canada)	Closed
Victoria Day (Canada)	Closed
Labor Day	Closed
Canada Day (Canada)	Closed
Thanksgiving Day (Canada)	Closed
Christmas Eve	Early Closure (noon EST)
Christmas Day	Closed
Boxing Day (Canada)	Closed

Ticket Process

All issues or questions reported to support are tracked via a TeamSupport Customer Hub ticket. SmartWorks Support Services analysts cannot provide assistance unless a support ticket is logged. The use of a TeamSupport ticket allows us to track the resolution of your issues. In addition, it allows measurement of activities for proper forecasting of staffing requirements. SmartWorks’ current process for logging tickets includes the following: TeamSupport Customer Hub (via website), email, phone and fax.

- Ticket must contain at a minimum: Customer name, contact person, module and/or menu selection, nature of issue, detailed description of question or issue and any other pertinent information.
- SmartWorks’ Support Services or Support Services analysts will provide with a ticket id to track issue and Customer ticket will be logged into SmartWorks’ support tracking database.
- Ticket will be stored in a queue and the first available support representative will be assigned to deal with Customer’s issue.
- As assigned support representative investigates issue, Customer will be notified of status updates, actions and a resolution plan via the support ticketing system. If additional information is required, Customer will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with Customer ticket will be tracked against ticket ID in SmartWorks’ support database. At any time, Customer may log onto our website to see status of ticket.

- Once issue has been resolved, the ticket will be set to a “Resolved” status. Customer will then have time to evaluate the resolution and provide feedback. Once Customer is satisfied that the issue has been addressed, Customer will then close the ticket. SmartWorks will endeavour to provide w adequate time to evaluate the resolution. However, SmartWorks will close a ticket if no feedback is received within 24 hours. Customer will always be notified of a pending or actual ticket closure. Customer will have the option of re-opening the ticket if needed.
- Once ticket has been closed, Customer will receive an automated notification by email. This email will contain the entire event history of the ticket from the time it was created and leading up to the resolution of the ticket. Customer has option of viewing both open and closed tickets, via SmartWorks’ website.
- If issue requires escalation to a development resource or programmer for resolution, issue will be forwarded to SmartWorks development team. Ticket will remain open until development team provides a response. If a development item opens, Customer will be provided with a development tracking number upon request. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue. If an issue is determined to be an enhancement or feature, Support Services personnel will log a ticket in SmartWorks’ product management queue and will notify Customer when a release has been made available.
- Customer may contact the support department for a status update on development issues.

Ticket Priorities

SmartWorks Support Services is based on three ticket priorities: 1(high/critical), 2(medium), and 3(low). The criteria used to establish a ticket priority are as follows:

Priority Level	Description
1	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Program errors without workarounds • Incorrect calculation errors impacting one-third of records • Error messages preventing data integration and update • Performance issues of severe nature impacting critical processes • Security Issues <p><i>Note: in most cases issues affecting a test environment only will not be considered a priority of 1</i></p>
2	<ul style="list-style-type: none"> • System errors that have workarounds • Calculation errors impacting less than one-third of records • Reports calculation issues • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
3	<ul style="list-style-type: none"> • Training questions, how to, or implementation of new processes

- Aesthetic issues
- Issues where a workaround is available for a large majority of cases
- Recommendations for enhancements on system changes
- Questions on documentation
- Test environment issues or questions

Response Times

Response times will vary and are dependent on the priority of the ticket. SmartWorks will make its best efforts to ensure that incoming tickets are dealt with in the order that they are received, however, tickets will be escalated based on the urgency of the issue reported. If a support ticket is logged during standard operating hours, SmartWorks response times are as follows:

Priority	Initial Response Time *	R&D Response Time from Escalation	Update Frequency
1	Within 4 hours	Same day	Every 2 business days
2	Within 8 hours	Within one week	Every 5 business days
3	Within 24 hours	Within 3 weeks	Every 10 business days

*During Business Hours

Example:

- Priority 1 Support Ticket received Monday January 2 at 10 am >> Support Analyst responds Monday January 2 by noon >> Support Analyst sends update Monday January 2.

- Priority 1 Support Ticket received Monday January 2 at 9 PM >> Support Analyst responds Tuesday January 3 by noon >> Support Analyst sends update Tuesday January 3.

Escalation Process

SmartWorks will endeavor to provide a satisfying and positive Support Services experience. However, if at any time Customer is not completely satisfied with the resolution of an issue, Customer is encouraged to escalate within Support Services, as follows:

Level 1: Customer ticket’s assigned Support Services Analyst

Level 2: Team Lead, Support Services

Level 3: Manager, Support Services

Level 4: Executive Vice President, SmartWorks

EXHIBIT I

OUT-OF-SCOPE SUPPORT SERVICES

“**Out-Of-Scope Services**” may be provided upon further agreement of the parties and upon receipt of necessary approvals. “Out-of-Scope Services” means the following services, which shall be more particularly described in and delivered pursuant to a Change Order:

- Troubleshooting and analysis that ought to have been performed by Customer through reference to documentation (Support Resources).
- Services associated with configuring, testing and deploying an update or upgrade in any of Customer’s systems.
- Services related to Third Party IaaS/PaaS integration performed at the Customer’s site.
 - Any other excluded Support Services as SmartWorks may determine from time to time.

Schedule "E"

Security

1. Harris shall store and process Data in accordance with industry standard practices.
2. Response to Legal Orders, Demands or Requests for Data.
 - a. Where permitted by law SmartWorks shall:
 - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by SmartWorks seeking Data;
 - ii. Consult with the Customer regarding its response;
 - iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
 - iv. Upon the Customer's request, provide the Customer with a copy of its response.
 - b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by SmartWorks, Customer will promptly provide a copy of the request to SmartWorks. SmartWorks will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

Schedule F

(To be completed, if required)

N/A