EBIX Insurance No. S200005292

AGREEMENT FOR SERVICES BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND CRMORBIT, INC. DBA ENERGYORBIT

PREAMBLE

This Agreement is entered into as the date last executed by the Parties ("Effective Date") between the City of Santa Clara, California, a chartered California municipal corporation (City) and CRMOrbit, Inc. dba energyOrbit, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party".

RECITALS

A. City desires to secure the services ("Services") more fully described in this Agreement, in Exhibit A, entitled "Scope of Services";

B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required Services and goods of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such Services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees and Payment Provisions

Exhibit C – Insurance Requirements

Exhibit D – SaaS Solution Support Services

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on June 1, 2024 and terminate on May 31, 2027.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

In addition to those warranties contained in Exhibit A, Contractor expressly warrants that all Services and materials covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions applicable to this Agreement. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services or materials at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace Services or materials, City may make corrections or replace Services or materials and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES AND PAYMENT PROVISIONS." The maximum compensation of this Agreement is **Three Hundred Fifty Thousand Dollars ($350,000)** subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services, including any taxes. All Services performed or supplies, materials and equipment provided in excess of the maximum compensation shall be at Contractor's expense.

Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor. If City exercises its right to terminate this Agreement under this Section 7(A), then (i) City shall remit payment to Contractor for any Services rightfully delivered by Contractor to City up to the effective time of such termination and (ii) Contractor shall have no obligation to refund City any pre-paid license fees remitted by City to Contractor before the effective time of such termination.

B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY

A. "Confidential Information" means, with respect to a Party hereto, all information or material which is either (1) marked or identified as "Confidential," "Restricted," or "Proprietary Information" or other similar marking or identification, or (2) known by the Parties or of the type that is typically to be considered confidential and proprietary. Confidential Information shall consist of all information, whether in written, oral, electronic, or other form, furnished on or after the Effective Date by one of the Parties or its Representatives ("Representative" is defined as any elected and appointed officials, affiliate, director, officer, employee, agent, advisor, consultant, or subcontractor of either of the Parties or their subsidiaries or affiliates) to the other Party or to its Representatives, and specifically includes but is not limited to City's individually identifiable City information, City's customer usage data and financial data, City's customer information, and the Contractor's technology and related documentation. In addition, Confidential Information includes all documents, including drafts, preliminary drawings or plans, notes, ideas and communications that City provides to Contractor, unless City authorizes, in writing, the release of said information. Finally, Confidential Information includes Contractor's proprietary know-how and/or business processes embodied in the software as a service Rebate Management System and utilized to deliver the Services. Contractor pricing is not Confidential Information. From time to time in this Agreement, City's personally identifiable City information, City's customer usage data and financial data, City's customer information shall be referred to "City's Customer Data". For purposes of this provision, the term "Disclosing Party" shall mean the Party that discloses to the other Party certain Confidential Information and the term "Receiving Party" shall mean the Party that receives such Confidential Information.

B. [INTENTIONALLY OMITTED]

C. The Receiving Party will treat all Confidential Information, no matter written, electronic, or oral, as confidential and proprietary, and the Receiving Party shall only use the information for City-authorized Project uses. As such, the Receiving Party shall hold in confidence the Confidential Information, and ensure that the Confidential Information is not disclosed to any other person or entity, except as expressly permitted by this Agreement. Receiving Party shall not disclose Confidential Information received under this Agreement to any person other than its Representatives who require knowledge of the Confidential Information in furtherance of City-authorized Project uses. The Receiving Party shall inform its Representatives of the confidential nature of the Confidential Information and advise such Representatives of the limitations on the use and disclosure and prohibition on making copies or summaries of the Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

Neither Contractor nor its Representatives shall use the Confidential Information for any commercial purpose.

D. If the Receiving Party becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the provisions of this Agreement. So long as it is consistent with applicable law, the Receiving Party will not oppose action by, and the Receiving Party will cooperate with, the Disclosing Party, at the Disclosing Party's sole cost and expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. If the Disclosing Party fails to obtain such protective order or other remedy, or if the Disclosing Party waives compliance with the requirements of the preceding sentence, the Receiving Party will disclose only that Confidential Information that it is legally required to disclose, and will exercise commercially reasonable efforts, at Disclosing Party's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

E. In the event the Receiving Party discloses, disseminates or releases any Confidential Information, except as expressly permitted by this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Information previously provided to the Receiving Party. As soon as the Receiving Party becomes aware that it has made an unauthorized disclosure of Confidential Information, the Receiving Party shall take any and all necessary actions to recover the improperly disclosed Confidential Information and immediately notify Disclosing Party regarding the nature of the unauthorized disclosure and the corrective measures being taken. Each Party agrees that any breach of their confidentiality obligations could cause irreparable harm to the other Party, the amount of which would be extremely difficult to estimate. Accordingly, it is understood and agreed that monetary damages would not be a sufficient remedy for any material breach of this Agreement and that specific performance and injunctive relief in addition to monetary damages shall be appropriate remedies for any breach or any threat of such breach. The provisions of this Paragraph are in addition to any other legal rights or remedies the Receiving Party may have under federal or state law.

F. Contractor acknowledges that although City will endeavor to include in the Confidential Information those materials that are believed to be reliable and relevant, City makes no representation or warranty as to the accuracy or completeness of the Confidential Information.

G. Contractor agrees to provide City with copies of all data, reports, and publications that are produced as a result of having access to Confidential Information.

H. Within two (2) weeks of the termination of this Agreement, each Party will return to the other Party any and all Confidential Information, including all originals, copies, translations, transcriptions or any other form of said material, without retaining any copy or duplicate thereof. To the extent permitted by law, and if authorized in writing by City, Contractor shall promptly destroy any and all electronic and hardcopy versions of the City Confidential Information, as well as any documents consisting of excerpts or portions of the Confidential Information. Contractor shall certify in writing the destruction of the Confidential Information. To the extent permitted by law, and if authorized in writing by the Contractor, City shall promptly destroy any and all electronic and hardcopy versions of the Contractor Confidential Information, as well as any documents consisting of excerpts or portions of the Confidential Information. City shall certify in writing the destruction of the Confidential Information. City may perform an audit of Contractor's records to confirm the return or destruction of the Confidential Information at Contractor's sole cost and expense. City shall have this audit right for three (3) years after the termination of this Agreement.

I. City owns the data stored in the solution. Upon mutual agreement (as to term and pricing) reached prior to the expiration of the applicable subscription term, Contractor shall grant City access to the data, including exporting it directly from its database, at any time up to one (1) year after Agreement termination or expiration. Contractor shall delete such data as directed by City.

J. Contractor may allow its Representatives who are subcontractors or subconsultants to access City's Confidential Information solely as necessary for Contractor to perform the Services under this Agreement and for no other purpose whatsoever; provided, those Representatives execute a confidentiality agreement offering protections substantially similar to those contained in this Agreement.

K. Contractor shall implement and maintain technical and organizational measures to protect City's Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as described in accordance with the highest industry standard and applicable law. Contractor shall adopt and maintain throughout the Term such security measures to encrypt City's Customer Data and other Confidential Information of City; to help ensure ongoing confidentiality, integrity, availability and resilience of the Services; to help restore timely access to City Confidential Information following an incident; and for regular testing of the effectiveness of solution security. Contractor shall update or modify its data security measures from time to time provided that such updates and

modifications do not result in the degradation of the overall security of the Services. Contractor shall ensure compliance with its data security measures described herein by its Representatives to the extent applicable to their scope of performance. Without limiting City's remedies and notwithstanding anything to the contrary in this Agreement, Contractor shall immediately investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of City's Confidential Information and take such actions as required by City in connection therewith.

L. This Section shall survive the expiration or earlier termination of this Agreement.

12. OWNERSHIP OF MATERIAL

All documents and materials furnished by City to Contractor shall remain the property of City and shall be returned to City upon termination of this Agreement, for any reason. Except in the case of the solution, a derivative work, improvement or modification thereof, in which case ownership of such shall be with the Contractor, all documents or material prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractor, specifically for the City as part of the Services, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other Party. Contractor shall, at Contractor's sole cost and expense, provide such documents and materials to City upon prior written request. Notwithstanding the foregoing, all documents or materials prepared or caused to be prepared by Contractor for general use of its clients (in addition to City) in the course of Contractor's delivery of the Services and which are not the copyright of any other party or publicly available, including educational materials, the solution (including all copies, modifications, and derivative works thereof, by whomever produced) and any other computer applications, shall continue to be the property of Contractor. Finally, Contractor (or other third party licensors) shall retain all intellectual property rights, if any, embodied in: (a) the software as a service System (as defined in Exhibit A) delivered for the benefit of the City pursuant to this Agreement and (b) the proprietary know-how and/or business processes utilized to deliver to the City the Services detailed herein.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

A. City, through its authorized employees, representatives or agents shall have the right during the Term and for four (4) years from the date of final payment for Services or goods provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all

charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

B. Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the Term, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Silicon Valley Power
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at svpcontracts@santaclaraca.gov and manager@santaclaraca.gov

And to Contractor addressed as follows:

CRMORBIT, INC
911 Lakeville Street, Suite 137
Petaluma, CA 94952
and by e-mail at jfox@energy-orbit.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to

comply with City's Ethical Standards: http://santaclaraca.gov/home/showdocument?id=58299.

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

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

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____
GLEN R. GOOGINS
City Attorney

_____
JŌVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CRMORBIT, INC. DBA ENERGYORBIT
a California corporation

Dated: 05/01/24
By (Signature): Jon Ezrine (May 1, 2024 19:21 EDT)
Name: Jon Ezrine
Title: CEO
Dated:
Principal Place of Business Address: 911 Lakeville Street, Suite 137
Petaluma, CA 94952
Email Address:
Telephone: (866) 628-8744

"CONTRACTOR"

EXHIBIT A – SCOPE OF SERVICES

SECTION 1. INTRODUCTION

Contractor shall provide a software as a service Rebate Management System (the "System"), including all professional services to define, configure, and maintain the System.

SECTION 2. PROJECT TEAM

2.1 The following roles and people will comprise the Contractor project team:

2.1.1 Executive Oversight - James Murray, VP of Professional Services (Houston, TX)

2.1.2 Project Manager - Phil Harmon, Sr. Project Manager (Portland, OR)

2.1.3 Business Analyst - Makena Ikiara, Salesforce Business Analyst (Austin, TX)

2.1.4 Technical Leadership / Solution Architect - Alex Zeltser, CTO (Hayward, CA)

2.1.5 Development Lead & Quality Assurance - Zeeshan Virani (Atlanta, GA)

SECTION 3. IMPLEMENTATION TASKS

3.1 **Task 1 – Kickoff.** This meeting shall gather the Contractor and City project teams to meet and review the project plan and establish a common goal for project completion. Specific activities include:

3.1.1 Introductions for the project team;

3.1.2 Project plan confirmation;

3.1.3 Roles and responsibilities;

3.1.4 Project governance (including status reporting)

3.2 **Task 2 – Blueprint**

3.2.1 This effort shall produce the overall high-level blueprint of the overall solution. The desired outcome is to create an Implementation Design document to include:

3.2.1.1 High level process flows for energy efficiency project workflow;

3.2.1.2 Data objects/fields required to manage the process flows;

3.2.1.3 Security approach (roles and access);

3.2.1.4 Training/Change Management Plan;

3.2.1.5 Interface Design Specification Template;

3.2.1.6 Test plan;

3.2.1.7 Infrastructure plan;

3.2.2 As part of the Blueprint phase, Contractor shall establish a multi-environment infrastructure. Contractor shall need a multi-environment approach as soon as the solution is deployed. Although our requirements may change depending upon the City's Information Technology standards, our proposed minimum requirement shall be a development environment (configuration, development and unit testing), a test environment (functional, unit and regression testing) and a production environment.

3.2.3 Establishing these environments early will facilitate the City's ability to manage the solution going forward.

3.3 Task 3 - Detailed Project Plan

At the conclusion of the Blueprint phase, the Contractor's project team shall update the initial project plan to reflect any changes made as a result of the Blueprint-related work. Contractor shall then use the revised project plan to manage the remainder of the project.

3.4 Task 4 - Design and Prototyping

3.4.1 Contractor shall design the Portfolio/Program structure for the Rebate Management System based on the provided business requirements and shall conduct design sessions to define business rules and validations.

3.4.2 In the process of validating the design, Contractor's project team may elect to prototype specific configurable aspects of the solution. In previous projects, this has proven helpful in enabling users to understand the look and feel of the new system prior to finalizing the design.

3.4.3 The specifications for any required interfaces shall be prepared during this task, along with an estimated level of effort to develop and implement those interfaces. The decision regarding the scheduling of the development and implementation shall be determined after those specifications have been approved, and the project scope, budget, and schedule adjusted as needed.

3.5 Task 5 - Configuration and Development

3.5.1 This phase shall involve the actual configuration of the solution and shall include the approved custom interface development. Configuration shall be

done on an iterative basis, with the configuration reviewed periodically with users to confirm the configuration meets the design.

3.5.2 The design document created in the Blueprint task shall be updated to include the additional details created and shall serve as final system documentation provided at the completion of the project.

3.6 Task 6 – Deployment and Testing

Contractor shall execute unit testing and support functional testing to ensure the solution is functioning as designed. The following types of testing shall be conducted.

3.6.1 Unit testing shall be performed by the configurator/developer who created the functionality. Successful completion of unit testing shall be validated by the City by reviewing the unit test results. Upon approving the unit test results, the City will determine timing for moving the configuration to functional testing. The moving of the configuration from the Development environment to the Test environment shall be executed by Contractor, unless otherwise determined by the City.

3.6.2 Functional testing shall be executed by the City and supported by Contractor testers. The City shall be responsible for creating the functional test scripts, leveraging unit test scripts provided by Contractor. Test scripts shall cover the "happy path" for moving an application from Lead to payment processing. Negative testing shall be performed to ensure validations and error messages appear as designed. Defined acceptance criteria shall be met before the system shall be approved for User Acceptance Testing.

3.6.3 Regression testing may be required if the functionality being deployed shall impact functionality that is already in production. The process for regression testing shall leverage the functional testing process to ensure there are no negative impacts to production.

3.7 Task 7 - User Training and User Acceptance Testing (UAT)

Contractor shall provide training in accordance with the approved training plan developed in the Blueprint task. This training could include:

3.7.1 Functional testing training and UAT tester training (provided prior to functional testing and prior to UAT respectively);

3.7.2 User training sessions – three (3) 4-hour sessions;

3.7.3 Administrative training session – three (3) 4-hour sessions;

3.7.4 Admin prerequisite: Salesforce Administration Training provided by Salesforce;

3.7.5 User acceptance testing shall be led by the City, who shall provide the test scripts and scenarios for the users. Contractor shall contribute to the test scripts and shall support UAT for defects and issues that arise.

3.8 Task 8 - Migration to Production (Go-Live)

In preparation for Go Live, the Contractor's project team shall identify any issues that need to be addressed first. Examples of tasks that must be verified as complete before Go-Live include:

3.8.1 Test scripts have passed and UAT has been completed;

3.8.2 Necessary data have been uploaded and verified by the City team;

3.8.3 All users have been trained and have received a login;

3.8.4 Contractor has identified and documented pre-and post-deployment activities; the City team has reviewed the deployment checklist and assigned a resource to coordinate activities;

3.8.5 Contractor has uploaded the configuration change set from Test to Production. (NOTE: depending upon City IT standards, City/utility resources may upload the configuration change set. If that is the case, documentation and support shall be provided by Contractor);

3.8.6 The City team should coordinate smoke tests for validating and verifying successful completion of deployment to production.

3.9 Task 9 – Stabilization

For four weeks following successful Go-Live, Contractor shall support the City to ensure the deployment and use of the system is successful. This support includes:

3.9.1 User support and follow-up training as requested;

3.9.2 Defect resolution;

3.9.3 Minor enhancements to improve usability and adoption;

3.9.4 System administrator support (this assumes the City has an assigned system administrator that has been trained).

3.10 Schedule

Project tasks are anticipated to be complete within seven (7) months from initiation. Upon successful and accepted implementation, maintenance and support of Rebate Management System shall renew annually.

3.11 Progress Reports

In relation to custom enhancements to be provided by Contractor, a progress report shall be prepared by Contractor and delivered to the City representative via fax, mail, electronic mail, or in person, to the City bi-weekly. The progress report shall contain, but not be limited to, the following items:

3.11.1 An updated, detailed project schedule, with explanations for any changes.

3.11.2 A detailed list of all activities performed since the previous report.

3.11.3 A list of all Contractor personnel working on the project since the last report with an identification of the activities of each person and the amount of time worked.

3.11.4 A list of the planned activity of Contractor personnel for the next reporting period.

3.11.5 A description of current and anticipated problem areas or issues.

3.12 Timeline

Implementation tasks will be completed over the following timeline:

3.12.1 Task 1 – Project Kickoff will occur during the first month of the Term.

3.12.2 Task 2 – Blueprinting will occur from the third week of the first month of the Term to the first week of the second month of the Term.

3.12.3 Task 3, 4, and 5 – System Development & Testing will occur from the first week of the second month of the Term to the first week of the sixth month of the Term.

3.12.4 Task 6 – User Acceptance Testing will occur from the second week of the sixth month of the Term to the first week of the seventh month of the Term.

3.12.5 Task 7 – Deployment will occur from the first week of the seventh month of the Term to the third week of the seventh month of the Term.

3.12.6 Task 8 – Training will occur from the third week of the seventh month of the Term to the first week of the eighth month of the term.

3.12.7 Task 9 – Stabilization will occur during the eighth month of the term.

SECTION 4. SAAS SOLUTION SUPPORT SERVICES

Contractor will provide telephone and email support ("Technical Support") as defined in Exhibit D – ENERGYORBIT SERVICE LEVEL AGREEMENT.

SECTION 5. ADDITIONAL SERVICES

5.1 When services such as licenses, training, or configuration are required that are not included in Table B1 of Exhibit B System Implementation or Table B2 of Exhibit B – Master License and Products ("Additional Services"), SVP will notify Contractor to provide a Proposal for Services. SVP will provide a description of the Services required and any other relevant information (Work Request).

5.2 Proposal. Contractor shall prepare and submit a Proposal (Proposal) for each Work Request that includes:

5.2.1 A work plan that includes a detailed description of the licenses required and / or services to be performed.

5.2.2 A project timeline/schedule with discussion on any activities that may impact the project timeline/schedule.

5.2.3 Any required documents.

5.2.4 A list of City responsibilities.

5.2.5 A final acceptance criteria.

5.2.6 An itemized cost proposal showing:

5.2.6.1 Hours and hourly rates by position for both Contractor and subcontractor personnel if applicable.

5.2.6.2 Parts, materials

5.2.6.3 Reimbursable expenses, in accordance with the limitations set forth in Exhibit B.

5.2.6.4 Any additional costs including, but not limited to freight, permits, fees

5.2.6.5 Breakdown of materials and labor sufficient to calculate sales tax

5.2.6.6 Estimated total cost including sales tax

5.2.6.7 All submitted pricing shall be in accordance with the rates authorized in Exhibit B of this Agreement and the Proposal shall include sufficient information for the City to determine that rates are in accordance with the Agreement.

5.2.7 Cost for any additional equipment, parts, or services required for completion of services as detailed in the Work Request and in Contractor's Proposal but not reflected in the Contractor's cost proposal shall be the sole responsibility of the Contractor and at no cost to the City.

5.2.8 The City will review the Proposal, and may elect to approve it, reject it, or use it as a basis for further negotiations with Contractor.

5.2.9 Provided that Contractor's original Proposal includes all items listed in Section 5.2, the City and Contractor may negotiate whether the cost for the additional services will be fixed price (lump sum) or based on specific rates of compensation (e.g. time-and-materials) for completion of the services.

5.2.10 Contractor must submit a revised Proposal to the City based upon such negotiations. If a fixed fee or lump sum is authorized, a payment schedule shall be included. The final proposal shall include a clear breakdown of materials and labor indicating taxable and non-taxable items and an estimate of sales tax.

5.3 Work Authorization:

5.3.1 If the completion of the services in the Proposal will not result in total costs under this Agreement exceeding the maximum amount for Additional Services in Table B3 – Optional License, Products, and Services of Exhibit B, (when combined with all previously authorized Additional Services), the City may authorize the proposed services as set forth in this Section.

5.3.2 The City will issue a purchase order authorizing Additional Services. Purchase Order ("Purchase Order") is a document issued by the City of Santa Clara Finance Department which will reference the terms and conditions of this Agreement and serves as final approval for each additional Services.

5.3.3 A Proposal attached to a Purchase Order for Additional Services must be consistent with – and cannot alter - the terms and conditions of this Agreement. The terms and conditions of this Agreement shall prevail over any and all terms and conditions contained in a Proposal – even if the Proposal expressly states that it is intended to control. Any conflicting terms and conditions in a Proposal are invalid and unenforceable.

5.3.4 Contractor shall not initiate the additional services and the City will not compensate the Contractor until the City has issued a Purchase Order.

5.3.5 The City may terminate an Approved Service for convenience with ten (10) days prior written notice to Contractor. In such event, the Contractor shall have no further rights hereunder, except that Contractor shall be paid for all Services adequately rendered prior to such termination.

5.3.6 Each Purchase Order shall be incorporated into the Agreement by reference and subject to its terms and conditions and the Services contained therein shall be included within the Services.

5.3.7 Quotes, pricing, and Proposals are not confidential and will not be treated as confidential even if marked confidential when submitted.

EXHIBIT B
SCHEDULE OF FEES AND PAYMENT PROVISIONS

SECTION 1. MAXIMUM COMPENSATION

The maximum compensation payable to Contractor during the Term shall not exceed the amount in Section 6 (Compensation and Payment) of this Agreement.

SECTION 2. SYSTEM IMPLEMENTATION FEES

2.1 Contractor shall provide all services as specified in Exhibit A on a firm fixed fee basis as set forth in Table B1 – Milestones below.

Table B1 – System Implementation Payment Milestones

Milestone	Cost
1. Project Initiation (Task 1 in Project Plan)	$23,869.50
2. Completion of Requirements Development and Design (Task 2 in Project Plan)	$35,804.25
3. Implementation of Requirements in Development/Test Environment (Task 3, 4 & 5 in Project Plan)	$119,347.50
4. Acceptance of Rebate Management System (Task 6 in Project Plan)	$35,804.25
5. Production launch of Rebate Management System (Task 7 in Project Plan)	$23,869.50
System Implementation Total:	**$238,695.00**

2.2 Contractor will invoice the City following the City's acceptance of designated deliverables for each task as set forth in Table B1. City shall pay all undisputed invoices within such time as City reasonably requires but which shall not exceed sixty (60) days of receipt of such invoice.

SECTION 3. ONGOING SOFTWARE LICENSE & PRODUCT PRICES

3.1 The cost of software licenses shall be in accordance with Table B2 – Master License and Products. Beginning in Year 2, Annual License Fees shall increase 3% annually.

3.2 Contractor will invoice the City 100% of the amount listed in Table B2 in advance for each respective contract year as follows:

3.2.1 Year 1: beginning on May 1, 2024, and ending on April 30, 2025;

3.2.2 Year 2: beginning on May 1, 2025, and ending on April 30, 2026; and

3.2.3 Year 3: beginning on May 1, 2026, and ending on April 30, 2027.

3.3 City shall pay all undisputed invoices within such time as City reasonably requires but which shall not exceed sixty (60) days of receipt of such invoice.

3.4 In the event of early termination of the Agreement, Section 7(A) of the Agreement shall govern City's right of refund, if any.

Table B2 - Master License and Products

Annual License Fees				
Product & License Type	**Quantity**	**Unit Price Per Year**	**Total Cost**	**Notes**
energyOrbit Administrative License	3	$1,650.00	$4,950.00	Administrative user licenses for Silicon Valley Power program personnel to access the core energyOrbit solution.
energyOrbit User License	12	$1,650.00	$19,800.00	Platform user licenses for Silicon Valley Power program personnel or third-party users to access the core energyOrbit solution.
energyOrbit Customer Community – Login (Customers)	1,000	$0.75	$750.00	Community login licenses for SVP customer users to access and submit application within the energyOrbit portal.
energyOrbit Customer Community – Member (Contractors)	25	$50.00	$1,250.00	Community member licenses for contractor users to frequently access and submit applications within the energyOrbit portal.
energyOrbit Full Sandbox	1	$3,495.00	$3,495.00	Full sandbox is an exact replica of the production environment used for user acceptance testing to troubleshoot issues as part of on-going support.
Subtotal (Year 1)	N/A	N/A	**$30,245.00**	N/A
Subtotal (Year 2)	N/A	N/A	**$31,152.35**	N/A
Subtotal (Year 3)	N/A	N/A	**$32,086.92**	N/A

Total for 3 Years	N/A	N/A	$93,484.27	N/A

SECTION 4. OPTIONAL LICENSES. PRODUCTS, AND SERVICES

During the term of this Agreement, the City may from time to time request that Contractor provide additional software products. Contractor shall quote and invoice optional professional licenses, products and services in accordance with Table B3 – Optional License, Products, and Services.

Table B3 - Optional License, Products, and Services

Product & License Type	Quantity	Unit Cost	Total Cost	Notes
energyOrbit Customer Community – Login (Customers)	12,000	$0.75	$9,000	Community login licenses for SVP customer users to access and submit applications within the energyOrbit portal. Additional licenses from this category shall be provisioned in 1,000 count allocations, as necessary.
energyOrbit Customer Community – Member (Contractors)	25	$50	$1,250	Community member licenses for contractors/trade ally users to access and submit application within the energyOrbit portal.
energyOrbit Integration User License	1	$825	$825	Integration user license for Silicon Valley Power to serve as a dedicated, non-person user to facilitate automated data transfers between systems, if required.
Additional Services				
Position			**Hourly Rate**	
Project Manager / Business Analyst			$180	
Total Available for Optional Licenses, Products, and Services (Must be authorized pursuant to Section 5 of Exhibit A)				**$17,820.73**

SECTION 5. ADDITIONAL COSTS

Contractor agrees that the amounts in Sections 2 – 4 of Exhibit B represent all costs associated with this Agreement. There are no additional costs such as travel cost or other items for which Contractor may seek reimbursement.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project shall be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara – Silicon Valley Power
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
ENERGYORBIT SERVICE LEVEL AGREEMENT

1. Agreement Overview

   Technical Support Description. Contractor shall provide to City telephone and email support ("**Technical Support**") as defined in Section 2 "Service Availability – Initial Contact and Response.

2. Service Availability – Initial Contact and Response

   2.1. Request for Technical Support. Authorized Users may make Technical Support requests by submitting a request via Contractor's City service web portal at https://energyorbit.force.com/support/.

   2.2. Coverage parameters specific to the services covered in this Schedule are as follows:

   2.2.1. Support Community: Contractor will monitor Support Community 7:00 A.M. to 6:00 P.M. Monday – Friday, Pacific Time Zone. Contractor shall collect Service Requests received outside of office hours but does not guarantee action will be taken until the next business day.

   2.2.2. Contractor does not offer support on the following days; inquiries received during these holidays shall be addressed on the next business day.

Day or Date	Official Name
January 1	New Year's Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day after Thanksgiving
December 25	Christmas

3. Service Tiers

   Post implementation support is defined in the following table.

Tier	Owner	Definition	Typical Tier Questions
1	City	Tier 1 Support provides assistance with simple end-use questions (Internal or 3rd Party) for system navigation and basic / standard functionality.	• Login questions. • Screen navigation. • Basic report creation. • General questions energyOrbit / Platform.
2	Contractor	Tier 2 Support provides answers to questions about energyOrbit semi- complex functionality: security model, user profiles, email templates, audit data, questions, etc. • Support provides answers and troubleshooting (i.e. associated with City's customization objects) of complex functionality and data integrity issues. • Questions about "Managed Package" or other non-City customizations which are not associated with City's core objects / extensions are routed to Tier 3 via one of the contact mechanisms listed in this Schedule. • Important Note: energyOrbit shall facilitate support for standard Platform Contractor functionality as needed.	• First level triage - data / system trouble shooting. • Advanced Reporting / Query. • eO Functionality or Administrative Task. • Flow or Validation Rule setup and configuration. • Changes to eO generated Page layouts to the extent not covered by Tier 1. • Data Integrity issues at screen level. • City Data import questions. • General understanding of energyOrbit objects and relationships. • Functionality around City-specific customization objects / extensions. • Data integrity issues. • Scheduled and Batch imports / export issues. • Metadata related questions. • Defects associated with Platform. Contractor platform and customizations (i.e. project custom fields, validation rules, flows, extensions, etc.). • All Non-"Managed Package" code issues (for code created by Contractor). • Resolution of Tier 1 Issue Log / Defects. • Investigation of security related issues.

Tier	Owner	Definition	Typical Tier Questions

3	Contractor	Tier 3 Support answers questions about "Managed Package" or other non-City customizations which are not associated with City's core objects/ extensions.
		• Support provides technical assistance for areas such as new releases and defects in code or configuration that was implemented as part of in scope functionality.
		• Important Note: Contractor shall facilitate support for standard Platform Contractor functionality as needed.
			• Advanced technical questions about the Managed Package.
			• Data integrity questions about exported data sets implemented by the energyOrbit
			• Questions about system changes that require configuration of the "Managed Package" objects / flows.
			• Examples of support questions for the "Managed Package" include:
			  • How does energyOrbit sort measure on the selection page by default?
			  • Why aren't my incentives being capped correctly?
			  • How do I configure multi-phase project payments?
			  • What is the purpose of the "Installation Summary" records?
			• Questions about Managed Package defects or defects in 'unmanaged' code or configuration that were implemented as part of 'in scope' functionality.
			• Support and maintenance of code that is common to all customers (shared functionality).

4. Inquiry Settlement (Service Defect) Request and Response

   The following definitions shall be used for this Schedule.

   4.1. CRITICAL: Defect Severity Level 1 (S1) – Defined as application is not available to all or substantial number of users and production processing is not available for any business purposes (i.e. software does not operate. Excludes Internet connectivity issues).

   4.2. HIGH: Defect Severity Level 2 (S2) – Defined as part of production application is not working and there is no workaround; major functionality is inoperable or unusable for a small number of users. Also defined as software does not meet in-scope business requirements without a manual work-around or a specific in-scope module of the software is not usable without a manual work-around.

   4.3. MEDIUM: Defect Severity Level 3 (S3) – Defined as part of the application is not working for in-scope software features as intended, but a reasonable, jointly agreed-upon work-around exists leaving the essential functions intact and operable.

   4.4. LOW: Defect Severity Level 4 (S4) – Defined as minor cosmetic problems within in-scope features of the software that do not impact the established business processes.

4.5. General support (G) – General end user questions about in-scope functionality falling under the 'General Tier 3' support category (defined above).

4.6. Training requests (T) – Requests for training on in-scope features falling under the 'General Tier 3' support category (defined above).

Inquiry Settlement (Service Defect) Request and Response Table

Request Type	Response Time	Initial Assessment	Update Frequency	Maximum Resolution Time
S1 Critical	During Business hours: 30 minutes Outside business hours: 2 hours	2 business hours	2 business hours	16 business hours
S2 High	2 business hours	4 business hours	4 business hours	24 business hours
S3 Medium	8 business hours	16 business hours	Weekly	40 business hours
S4 Low	None.	24 business hours	Weekly	60 business hours
G	None.	24 business hours	Weekly	60 business hours
T	None.	24 business hours	Weekly	80 business hours

5. Service Level Agreement Reporting

Contractor agrees to report on Service Level Agreement metrics, such as the number of request submitted by month, by type as well as response times and resolution times, to City at least once every ninety days.

6. Support Limits

Support requests made to Contractor are subject to a monthly limitation as follows.

6.1. Support incidents included on a monthly basis shall be referred to as 'standard' support incidents.

6.2. Prior to system go-live date, there is no monthly limitation on standard support incidents.

6.3. From system go-live date and thereafter, up to 10 standard Tier 2 or Tier 3 support incidents (as defined above) per calendar month are included. Unused incidents do not rollover to the next month.

7. **energyOrbit Upgrades**

   Contractor shall provide City at least four weeks' notice for planning and coordination efforts prior to availability of any Upgrades that impact the Company's energyOrbit platform.

8. **Salesforce Upgrades**

   All releases and upgrades to the Salesforce Platform can be monitored in the City Production Environment Release Update page, available through Setup as described here: https://help.salesforce.com/s/articleView?id=sf.release_updates_manage.htm&type=5

AGREEMENT FOR THE PERFORMANCE OF SERVICES

Final Audit Report 2024-05-01

Created:	2024-05-01
By:	Newton Quantz (newton.quantz@pierferd.com)
Status:	Signed
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