

ePortal Support Terms and Conditions

STATEMENT OF WORK

This Statement of Work (SOW) is executed pursuant to the Contractor Services Agreement entered into by i3-Milestone, LLC (Contractor) and the ePortal Licensee (Client) on <<UPDATE DATE>> (the "Agreement"). This Statement of Work is effective as of the later of the two dates stated in the signature blocks below ("Effective Date") and is incorporated into the Agreement by the references stated in the Agreement. Contractor Personnel shall not start work on the services defined in this SOW without an approved Purchase Order (PO) having been issued by Client.

CLIENT SCOPE OF SERVICES

Overview

Provide all services related to the testing, correction, enhancement of and support of the Contractor ePortal Software as a Service.

REQUIREMENTS

In-Scope Services

- a. Provide SaaS licenses
- b. Support ePortal integration with CLIENT' Oracle CC&B 2.3.1
- c. Support integration with CLIENT' online payment gateway
- d. Support integration with CLIENT' bill presentment vendor
- e. Up to 20 utility employee users (or as per CLIENT SOW) of Admin Console simultaneously
- f. Support customer-facing responsive portal configured to match CLIENT brand, options for functionality availability in phases, native mobile app, backend Admin Console, and requirements stated in in the implementation Contractor Questionnaire.
- g. Provide all support related to the SaaS
- h. Communicate all security incident to Client
- i. Communicate all outages lasting longer than 1 hour to Client
- j. Communicate all negative customer satisfaction to Client within 1 business day of being notified by CLIENT

ASSUMPTIONS, CONSTRAINTS AND DEPENDENCIES

Assumptions

1. CLIENT will provide a CIS development environment with data recently cloned from Production. Contractor will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
2. CLIENT will provide Contractor with remote access to Development, Training and Testing CSSP environments. This includes the front-end application, as well as the servers and database. VPN access from local development computers to the CIS database is necessary for code development and testing. If a remote desktop connection is required to access the CIS database, then CLIENT will be responsible for providing the necessary development tools on the remote desk top computer to complete development coding tasks.
3. Contractor is not responsible for installation, purchasing, or support of Secure Socket Layer (SSL) certificates required for ePortal implementation. Contractor can assist with the configuration and installation of SSL certificates outside of the scope of the implementation handled as a Change Request.

4. Contractor is not responsible for any firewall or network configuration required to support the product.
5. Contractor is not responsible for load balancer configuration including additional environments that could be required.
6. CLIENT will provide Contractor external access to development environment URL for App development.
7. CLIENT provides support resources with knowledge of current installation and business processes (or access to them) and has the authority to make decisions about online self-service web offerings.
8. All software will be delivered electronically.
9. CLIENT will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from Contractor personnel.
10. CLIENT is responsible for testing the Software and reporting any deficiencies to Contractor for investigation. All software deficiencies will be resolved under the terms of the Software License Agreement.

1. Support Services for EPORTAL

These services described here may be supplemented by change requests agreed upon by the parties in writing.

This agreement describes the responsibilities of all parties, the scope and approach to the delivery of the services specified herein ("the Services").

CONTRACTOR will provide to the CLIENT the Services as set forth in this Exhibit to support EPORTAL. The Scope of Services shall include:

I. Software Maintenance

CONTRACTOR will ensure that EPORTAL will function according to the specifications and documentation. CONTRACTOR will provide assistance in triaging issues reported by CLIENT and provide corrections to issues that are determined to be out of specification. Priority & Severity levels will be determined by CLIENT. Source code corrections will be developed and tested in a development environment by CONTRACTOR. The following services are provided as part of Software Maintenance:

- a) Defect Triage and Corrections related to the EPORTAL application.
- b) Defect Functional Testing in the Development environment to ensure the system is operating as per Specification or Documentation. This may include integration / interface operation.
- c) CLIENT will be responsible for testing the Defect in the existing upper non-Production environments and approving the code for promotion.

II. Application Support Services

CONTRACTOR will operate the EPORTAL application on behalf of CLIENT and provide necessary staff to ensure the application is up and available. Meetings and status reporting will occur between CONTRACTOR and CLIENT. The source code will be managed, upgraded (adhering to the CONTRACTOR's release schedule) and promoted by the CONTRACTOR. The following services will be performed by the CONTRACTOR as part of Managed Services:

- a) Any and all patches, enhancements, updates, upgrades and new versions of the EPORTAL that CONTRACTOR makes generally commercially available as part of the product release schedule. Any such patches, enhancements, updates, upgrades and new versions will be covered by Support Services set forth in Section 4.
- b) Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- c) Monitor ePortal and ensure the application is up and available for CLIENT's customers and provide support to CLIENT on a 24x7 basis.
- d) Managing EPORTAL source code and promotion through the testing and production environments.

- e) Updates and management of configuration and content that does not reside within EPORTAL's Admin console with CLIENT.
- f) Reporting of issues and resolution progress as set forth herein.

2. Definitions

Capitalized terms used but not set forth in this Exhibit have the meanings given in the Agreement.

- I. **"Initial Response"** means a written or electronic response from CONTRACTOR to CLIENT regarding a reported or discovered Error acknowledging receipt.
- II. **"Temporary Resolution Plan"** means CONTRACTOR has delivered a plan that outlines options for Temporary and/or Final Resolution to the error or the steps to define at the Resolution Plan.
- III. **"Temporary Resolution"** means a temporary fix or patch that CONTRACTOR has implemented to restore the System Functionality in accordance with its Specifications until the Final Resolution is available. CLIENT will reasonably adopt the Temporary Resolution while CONTRACTOR is completing the Final Resolution.
- IV. **"Final Resolution"** means a permanent fix that CONTRACTOR has implemented into the software or hardware to restore System Functionality in accordance with its Specifications.
- V. **"Content"** means any information (including software, source code, documentation, materials, concepts, technologies, and data, including CLIENT materials and Information) provided by or on behalf of CLIENT to CONTRACTOR in connection with the System Functionality. Content includes any modifications to, or derivative works of, the foregoing materials, analytics or information entered into any CONTRACTOR database as part of the System.
- VI. **"Deliverables"** means the software, hardware and all materials provided, developed, created or discovered in connection with the performance of CONTRACTOR's obligations under this Agreement, along with accompanying Documentation.
- VII. **"Documentation"** means all manuals, instructions and other documents (whether in hard copy, soft copy or web-based form) relating to, or necessary for, the use, operation or maintenance of any Deliverable, together with all enhancements, corrections, modifications and Specifications.
- VIII. **"Application Incident"** means any situation where the EPORTAL's Software provides an unexpected result;
- IX. **"Defect"** means a bug, defect or error in the System Functionality that prevents the System from performing according to the Specifications. Errors include operation and functionality defects, security defects, viruses, failure of the EPORTAL, and defects in any associated software developed by the CONTRACTOR such as webservices, and other software for third party or CLIENT interfaces that has not been subsequently modified by a party other than the CONTRACTOR.
- X. **"Enhancement Request"** means a System Functionality request for an item(s) that are not in the scope of the original ePortal implementation SOW. Enhancement Requests are assigned a Priority but not a Severity.
- XI. **"Service Request"** means a request for service for something other than a Defect or Enhancement. Examples of this are to change an authorized support representative, alter Content on the EPORTAL that CLIENT does not have permissions to; change restricted roles in the EPORTAL.
- XII. **"Maintenance Window"** means a CONTRACTOR scheduled outage used to perform standard system maintenance. CONTRACTOR Maintenance Window will be a three hour window on a schedule that is mutually determined by the CONTRACTOR and CLIENT.
- XIII. **"Managed Services"** means, as applicable, the services to configure, integrate, host, manage and provide access to applications, software, databases, platforms, infrastructure and other tools as set forth in the Agreement, Exhibits, Work Orders, and any SOW. Managed Services include any CONTRACTOR software, equipment, and technology necessary for CONTRACTOR to support EPORTAL Functionality and of the CONTRACTOR's Solution provided to CLIENT.
- XIV. **"System"** means the hardware, software, Specifications, Documentation and all services required for CONTRACTOR solution to function as set forth in the Agreement and Specifications.

- XV. **“System Functionality”** means the Specifications that set forth the system’s functionality and performance.
- XVI. **“Specifications”** means the technical requirements for, and performance standards of, any Support Services or Deliverable as set forth in the Documentation, the Agreement or an Order. Unless otherwise agreed in writing, CONTRACTOR may not modify Specifications previously made available to CLIENT in a manner that would reduce, diminish or otherwise adversely impact such Specifications.

3. Software Maintenance

CONTRACTOR will provide software maintenance services to CLIENT to ensure EPORTAL is functioning as per the defined documentation and specifications. CONTRACTOR will correct errors with the EPORTAL software according to reports & details provided by CLIENT or internal CONTRACTOR sources with approval from CLIENT.

3.1. Defect Triage and Corrections

CONTRACTOR will provide the following Services to maintain and support the functionality of the EPORTAL Solution:

- After verifying all EPORTAL dependent systems are operational and communicating, CLIENT will report a suspected Defect in EPORTAL to CONTRACTOR, CONTRACTOR shall attempt, based upon information provided by CLIENT, to recreate the suspected Defect in a non-production instance. If the Defect is confirmed, CONTRACTOR shall use commercially reasonable efforts to provide Licensee a Correction
- CONTRACTOR will not be responsible for correcting Defects in any version of EPORTAL other than the most recent release of EPORTAL, provided that CONTRACTOR shall continue to support prior releases superseded by recent releases for a minimum of twenty-four (24) months.
- CLIENT agrees to implement all Corrections provided by CONTRACTOR within 60 calendar days.
- If CONTRACTOR determines that the defect is not covered by the Scope of Support, CONTRACTOR will provide a justification to CLIENT on why the issue is out of scope. CLIENT may request CONTRACTOR to provide a cost estimate to make the change requested by CLIENT.
- CLIENT is responsible for data changes in EPORTAL, data analysis, working and resolving exceptions and confirming EPORTAL changes before they are moved into the Production environment.
- CLIENT will assist the CONTRACTOR with defect resolution when reported errors from production cannot be replicated in test environments.
 - CLIENT will assign a priority, using the Defect and Severity Levels table in Section 5.1 to tickets associated with such system changes such that the Service Level associated with processing these changes is appropriate for CLIENT’s business.

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3.2. EPORTAL Software Releases

CONTRACTOR will provide access to all upgrades, patches and service packs for EPORTAL which are generally made available based on CONTRACTOR’s release schedule to other EPORTAL licensees. CLIENT will determine if, and when, they will upgrade the application. CLIENT will engage with CONTRACTOR to provide a schedule for the upgrade, patch, and service pack to be applied to CLIENT’s version of EPORTAL. Upgrade services will be provided on a time and materials basis.

4. EPORTAL Managed Services

CONTRACTOR will provide CLIENT with the Support Services related to EPORTAL as described in this section. CLIENT may request services by creating a ticket in the CONTRACTOR ticketing system or other system as mutually agreed upon. CLIENT will assign a priority using the Severity Level table in Section 5.1. CONTRACTORS representative will review the request and work with CLIENT to fully understand the request. CLIENT will be responsible for any and all approvals to promote any source code, configuration, content or any other system changes through the environment stack, as well as any changes to non-CONTRACTOR controlled applications.

- a) CONTRACTOR will provide all necessary resources to ensure the CLIENT has complete System Functionality, technical expertise for troubleshooting and issue resolution, and all applicable updates and upgrades to the System.

- b) CONTRACTOR will provide 24 x 7 x 365 telephone support for assistance in identifying and resolving Defects (in accordance with the Severity Levels and Response Times set forth in Section 5.1) and will be available to answer questions related to the operational use of the System.
- c) CONTRACTOR will promptly report all System outages, including performance degradation, to the CLIENT contact person.
- d) Through the duration of all ePortal outages, CONTRACTOR will automatically deploy an outage message that will display when CLIENT's customers attempt to access the System. The content this message will be reviewed and approved by CLIENT as will be any variable messaging.
- e) CONTRACTOR may schedule upgrades and maintenance for the System at a mutually agreeable time frame (the "Maintenance Window").

Any non-scheduled or emergency maintenance that impacts the System must be communicated to CLIENT immediately.

4.1. Usage Performance Metrics and Improvements

EPORTAL application will track usage and certain elements of transactions being performed by CLIENT customers. CONTRACTOR will work with CLIENT to define 6 KPI's that can be derived out of the data being captured by EPORTAL. KPI's will be defined after deployment stabilization as part of Support Services. CLIENT may request additional reports / KPI's that may be extracted from the data as a change order. CLIENT owns all data that exists within EPORTAL. CONTRACTOR will provide reports on a monthly basis, unless a different frequency is agreed upon.

4.2. Application Modifications and Enhancement

An Enhancement is defined as any change to EPORTAL functionality that falls outside the scope and requirements of the implementation SOW. Enhancement Requests shall have the business requirements documented by CLIENT. CONTRACTOR will review these requests to determine a high-level functional design and financial estimate for review by CLIENT. If approved, CONTRACTOR will design the enhancement. The enhancement will be reviewed by CLIENT. If approved, the enhancement will be developed in the CLIENT's development environment. The enhancement will be functional tested by CONTRACTOR. Once the functional test has been completed, the enhancement will be promoted to the QA/Test environment for CLIENT to perform QA and UAT testing. Once the enhancement has been accepted by CLIENT, the enhancement will be promoted to production and supported as part of this agreement.

4.3. Upgrades and patches

Technical currency: CONTRACTOR apply changes to the platform to maintain the technical currency of the platform, including but not limited to security patches. These generally have minimal impact to CLIENT and end user functionalities but are mandatory. CLIENT is required to implement them. Urgent updates are packaged as patches and non-urgent updates are packaged with upgrades

Process and communication

1. CONTRACTOR shall provide notice to CLIENT no later than 30 days prior to the release of an Upgrade or Service Pack and no later than 5 days prior to a patch.
 2. Inclusive of these notices will be supporting documentation and the availability of staff to discuss relevant details
 3. CLIENT will provide notice to CONTRACTOR no later than 30 days prior to deployment of upgrades, Service packs for applications under its control and at the same time that it is notified of Patches to these systems that will be deployed.
 4. CLIENT will be responsible for notifying CONTRACTOR of any known integration changes being introduced to non EPORTAL applications under its control. CONTRACTOR will provide a cost estimate to make changes to EPORTAL to accommodate changes.
- #### 4.4. Application Monitoring / 24x7 Support

CONTRACTOR will monitor EPORTAL and ensure the application is up and available for CLIENT's CLIENTs and will provide support to CLIENT on a 24x7 basis. The following lists the method which reported incidents will be resolved.

- 1) For issues detected by the CONTRACTOR, CLIENT will be notified of any application incident that is detected by CONTRACTOR. CONTRACTOR will log an incident in their online ticketing system and will begin triage on the ticket.
- 2) For incidents detected by CLIENT, CLIENT will log an incident in MIILESTONEs online ticketing system and CONTRACTOR will begin triage on the ticket. CLIENT provide a reasonable number of support personnel who may access the CONTRACTOR's online ticketing system.
- 3) CLIENT will be responsible for assigning the Severity to tickets as defined in section 5.1.
- 4) CLIENT will be responsible for resolving end user data input errors and addressing any end user errors or training issues.
- 5) CLIENT will provide the first level of support for the application. This includes triage of functionality issues reported by customers and other CLIENT personnel. CLIENT will categorize the issue before turning the issue over to the CONTRACTOR (i.e., bug, training issue, 3rd party application issue, etc.) before reporting an incident to the CONTRACTOR. (Level 1 support)
- 6) The responsibility for Application Monitoring tasks is summarized in the Application Incident Management Responsibility Matrix below.

5.Support Service Levels

CONTRACTOR will provide software support and hosting services as described above. As incidents or outages occur that are outlined within the scope of this Agreement, CONTRACTOR will provide the service levels defined here to ensure the application is up, available, and issue free.

5.1. Defect and Incident Resolution Service Levels

When CLIENT reports an incident in the EPORTAL system to CONTRACTOR, CONTRACTOR will attempt to recreate the incident/issue based on the information provided by CLIENT.

CLIENT will classify the incident in accordance with the following severity incident guidelines:

Severity Incident Level	Definition	Example	Metric Used
Severity 1- Critical	<p>The system is unavailable AND there is no work around in place.</p> <p>Operations down, critical functionality not working, show-stopper.</p>	<p>Data not rendering from back end</p> <p>Unable to navigate</p> <p>Unable to post payment</p>	<p>System not operational to all users or users of critical functionality</p> <p>Unable to manage workaround</p>
Severity 2 – High	<p>A core business function is unavailable/operating in an unreliable manner and not as designed, degraded. No reasonable work around exists</p>	<p>Payment processing and program enrollments partially functioning</p> <p>Severe System performance issues</p> <p>Inaccurate or no data provided to end user</p>	<p>Subset of users accessing core functionality</p> <p>Unable to manage workaround</p>
Severity 3 - Medium	<p>A Non-critical business function is unavailable/operating in an unreliable manner.</p> <p>Non-core functionality affected, minimal or no impact to operations. A reasonable work-around exists.</p>	<p>Reporting errors</p> <p>Functional inconsistencies</p> <p>Payment confirmation messages not provided</p>	<p>Subset of users accessing specific functionality.</p> <p>Internal impacts managing workaround</p>
Severity 4 Low	<p>Defect which may be cosmetic or minor in nature or related to configuration and might decrease system efficiency but would not prevent use of the application.</p> <p>Other affects, non-impacting to overall functionality or operations.</p>	<p>Compatibility issues</p> <p>Messaging clarification or changes</p> <p>Grammatical errors</p>	<p>No impact to user or operations</p>

5.2. Defects & Incident Response Service Level and Resolution Targets

CONTRACTOR will respond to CLIENT and provide Initial Responses and updates related to the issue in accordance with the time requirements set forth in the table below and relate specifically to defects in applications for which the CONTRACTOR is responsible. The table also provides targets resolution timeframes.

Severity Level	Initial Response provided within:	Target Temporary Plan provided within:	Frequency of Status Updates:	Target for Initial Resolution to be provided within:	Target for Final Resolution to be provided within:
1	1 hour from receipt. If after client business hours, 1 hour from receipt of ticket and telephone call	2 hours from Initial Response	Every business* hour after Resolution Plan provided.	8 business hours from receipt of initial notice	10 calendar days
2	2 business hours from receipt. If after client business hours, 2 business hours from receipt of ticket and telephone call	4 business hour from Initial Response	Every 8 business hours after Resolution Plan provided.	8 business hours from receipt of initial notice	30 calendar days
3	8 business hours from receipt	2 business days from Initial Response	Weekly after Resolution Plan provided.	5 business days from receipt of initial notice	90 calendar days
4	16 business hours from receipt of initial notice	5 business days from Initial Response	Weekly after Resolution Plan provided.	20 business days from receipt of initial notice	120 calendar days

*Business hour is defined as being normal operating hours of CLIENT. For example, any Severity 1 issue would receive updates hourly during CLIENT business hours.

5.3. Service Level Performance Remedy

In the event CONTRACTOR does not meet the Support and Service Levels for the response and update times set forth in **Section 5.2** and CLIENT considers such performance to have critical impact to the functionality and performance of the System, CONTRACTOR shall immediately, upon written request from CLIENT, provide the following:

- A formal problem statement that states clearly the issues raised by CLIENT
- A root cause analysis of the problem and a formal corrective action plan
- If the issue is within the scope of support provided by CONTRACTOR, a specific time for the problem to be resolved

5.4. Escalation

In the event the agreed upon response/resolution timeframes in the SLAs are not being met, internal and external escalation procedures may be required. When an issue is escalated, it brings a higher level of attention to the issue. Sometimes a given ticket may require a higher level of attention, even though the impact may not be as severe as originally classified. There are many reasons this may occur including time constraints, frequency of occurrence, or other potential risks associated with a given problem. In this event, CLIENT shall follow the escalation procedures as outlined below to communicate the issue and expected response time while priority of the request remains unchanged.

- Update the ticket with documentation of why the issue is being escalated and any additional new details related to the issue.
- Contact CONTRACTOR to inform of the escalation in priority

- If progress or resolution time frame is not satisfactory, CLIENT may further escalate to CONTRACTOR Director of Managed Services

5.5. Availability and Contacts

CONTRACTOR will make support available to CLIENT by web user interface or telephone twenty-four (24) hours per day, seven (7) days per week. CONTRACTOR support personnel will provide CLIENT with remote assistance to accept reports of incidents in EPORTAL. CONTRACTOR will ensure that each of its personnel performing any Support Services are experienced, knowledgeable and qualified in the use, maintenance and support of the System.

At the time of transition to support services Contractor will assign a single point of contact representative to CLIENT. The single point of contact is the primary contact person for CLIENT for issue reporting and resolution. The single point of contact will respond to issues reported via the methods outlined during transition.