

STATEMENT OF WORK

SOW No. 8194

Project: Hosted Infinity.Teleconnect IVR and Hosted *alertworks*

Date: July 28, 2014

This Statement of Work ("SOW" / "Contract" / "Agreement") is made by and between Tele-Works, Incorporated ("TWI"), a Virginia corporation, and Grand Island, NE ("Client" or "Agency" or "City"). This SOW and any other documents referenced herein constitute the full Agreement between the parties per the terms and conditions contained herein.

CONTACT INFORMATION

Agency: Grand Island, NE
Contact: Monica Moctezuma

Account Manager: Erik Amelink
Phone: (540) 951-6463

PRICE QUOTATION

PRICING IS VALID FOR 180 DAYS.

Product or Service	One-Time Fee	Annual Fee
Hosted Inbound Infinity.Teleconnect IVR*	\$10,000	\$20,300
Hosted <i>alertworks</i> (requires purchase of prepaid minute package: 21,000 minutes=\$3,780**)	n/a	\$4,375
Harris Advanced Utility Systems API plus the first year of annual maintenance (20%) ^	\$5,000	\$1,000
Totals	\$15,000	\$25,675

Notes:

* Requires use of TWI Payment Processing Services. Contact your account Manager with questions.

**Prepaid Minutes Package: *alertworks* outbound calling minutes are purchased in advance; prepaid minutes packages are refilled automatically when the balance falls to zero; prepaid minutes never expire (see *alertworks* terms and conditions below) as long as the Agency maintains an active Annual Subscription. Cost of initial package is included in Purchase Order Total below.

^TWI will invoice for the API fee on behalf of Harris Computer Systems and will directly pass through 100% of these fees to Harris. Following Year 1, annual maintenance on the Advanced Utility Systems API will be billed by Harris according to the terms in the applicable contract between Harris and the Agency.

Purchase Order Total: **\$44,455**

DESCRIPTION OF PRODUCTS AND SERVICES

TWI will provide the Agency with the following products and services under this SOW:

Hosted AUS Infinity.Teleconnect IVR

The Infinity.Teleconnect IVR application will integrate with the Agency's Advanced Utility Systems (AUS) database via an AUS Web Services Application Program Interface (API) written for Infinity.Teleconnect, which will be obtained by the Agency. The API must be installed on a Web server within the Agency's data center and connected to the Agency's Database. The Web services API must be accessible to TWI's hosted platform through the Internet. Harris AUS is responsible for the Agency's Infinity.Teleconnect API installation and maintenance.

Infinity.Teleconnect allows Agency customers to obtain general utility account status and balance information and, optionally, to make a payment on their account. Users log in by providing their utility account number with optional validation using the street number of the service address. Infinity.Teleconnect customers can be transferred to the Agency's customer service number by explicit request or if it becomes evident that the user is having difficulty with the IVR. Users also have the option to provide a missing or update an existing primary contact phone number. The Agency's phone system will handle any after-hours conditions (no other types of call transfers are provided by Infinity.Teleconnect). The Infinity.Teleconnect application is available in English or Spanish.

Infinity.Teleconnect allows users to make a payment on their account by credit card or check and receive an Infinity.Teleconnect generated confirmation number. The Agency will be provided with a log of all payments accessible through a Web-based administration tool. The Agency will be responsible for obtaining and maintaining a TWI approved Internet payment gateway to facilitate real-time authorizations for credit cards and to facilitate the processing of check payments.

Upon contract execution, TWI's project team will inform the Agency of deliverables and project milestones with a view to establishing mutual timeline expectations. The annual subscription provides access to TWI Customer Care 24/7/365 support for the purposes of ongoing support and assistance as well as access to new features as they are released.

Working in concert with *alertworks* (outbound phone notifications) the Agency can enable an outbound message to include an option for call recipients to press 2 to make a payment. If selected, *alertworks* will automatically begin the inbound call flow experience at the main menu, using the account number in the contact source file to bypass the account number login. The user is then given the payment options offered by the Agency. (If no account number information is present, the call will be defaulted to the account number entry prompt). The duration of the "Press 2 to Pay" call will be counted as outbound minute usage.

Alertworks™ Outbound Notification System

Alertworks™ provides tools for the Agency to rapidly deliver messages via telephone, email and SMS text messaging. Alertworks is used by Agency departments to cost-effectively deliver outbound calls and emails for past due bills, service impacting notices, or any business process that could benefit from a proactive customer alert.

Standard alertworks Features:

- Web-Based Campaign Control – An easy-to-use web interface is used for creating and managing outbound phone and e-mail notifications.
- Voice, email, SMS – Send notifications by phone/voice, email, and text message; email broadcasts relayed through Agency's SMTP server.
- Contact Sources – ability to import contact information from multiple contact sources, with user friendly field mapping interface.
- Scheduling – Notifications can be scheduled in advance to run at a set time (e.g., reminder call-outs could be set to run in the evening when people are home from work).
- Retry Attempts / Voice Mail / Alternate Content – The system includes multiple configuration settings that the Agency can use depending on the result of the call; these include setting the number of retry attempts, detecting voice mail, leaving a message, and leaving an alternate message for voice mail.
- Message Content – Message content can be created and delivered with recorded voice (WAV) or by typing in a message and allowing the text-to-speech (TTS) engine read the message to the call recipient.
- Customer-Specific Merge Values – Voice and email messages can be delivered with customer specific data "merged" into the message for read back via TTS.
- Reporting – Alertworks provides comprehensive reporting on the results of call out attempts, including the final disposition of each call that was placed (e.g. delivered to human, voicemail, busy, etc.). Additionally, if using the call retry feature, a record of each call attempt is kept. A report of each call campaign can be exported to a Microsoft Excel spreadsheet that includes all of the information imported in the contact list which can simplify updating source databases.
- Advanced Voicemail Detection – TWI uses the latest algorithms that allow for more accurate detection of voicemail and answering machine systems. While industry standard detection rates hover around 72% accuracy, TWI's accuracy has reached 90+% in benchmark testing.
- Press-2-to-Pay – Call recipients can "Press 2" from the outbound call to enter the IVR system to make a payment directly from the outbound call. This feature is designed to drive more payments by making it easier on customers to make a payment by entering the inbound call flow at the payment step, thus avoiding log-in requirement and the need to have their account number on hand.

TERMS AND CONDITIONS

Cover Page and Terms and Conditions: Issuance of a purchase order / notice-to-proceed based on this Statement of Work (SOW) represents agreement to the terms and conditions of this SOW.

Complete Agreement: This SOW constitutes the complete agreement and terms and conditions relative to the products and services described herein.

Term / Contract Commitment: By agreeing to the terms of this SOW, the Agency is making a 12-month commitment to the TWI hosted services and payment for those services as they are defined in this SOW. The Agency may terminate the contract prior to the end of the 12-month commitment period, or any subsequent annual term, but will not be entitled to any refunds for unused products or services. After the first year, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party.

Payment Terms: The Agency will pay the fees listed in this SOW as follows (this SOW may not include all types of fees referenced). TWI Terms are NET 30.

- TWI invoices for 100% of the following at the Notice-to-Proceed unless terms defined in the price quotation state otherwise: One-Time Set-up Fees, First Year's Subscription Fees, and alertworks First Prepaid Minutes Package.
- TWI invoices for alertworks SMS Text Messages monthly for the total number of transactions processed in that month. The rate for messages is \$.07/transaction.
- TWI invoices for subsequent Annual Subscription Fees each year prior to the start of the Annual Term.
- TWI invoices for alertworks Minute Packages at the time a new Package is refilled.
- Annual Fee Adjustment: Following the first year, all annual fees described in this SOW will be increased by 3% each year.
- Additional Services: If Agency requests any professional services from TWI in order to deploy Agency services or applications, including but not limited to, application development and enhanced support services, TWI will provide any such additional professional services at its standard rates (currently \$175/hour).

Delivery of Services: TWI shall provide its Products and Services as specified in this SOW to Client, subject to the terms and conditions set forth herein and in the SOW. Client understands that the timely completion of the project is contingent upon timely performance by Client of all of Client's obligations described in this SOW. In the event that progress on the project is slowed or halted due to a delay by Client, project schedules including milestones and deadlines may be delayed at TWI discretion. TWI shall not be liable for any delays or failure to perform resulting from Client's failure to timely provide any information, content or other deliverables necessary to provide the Products and Services to Client. Client also accepts that availability of features outlined above may be limited or delayed by the functionality available through the APIs.

Copyright: The Software is owned by TWI and is protected by United States copyright laws and applicable international treaties and/or conventions. The Licensed Software, and any and all modifications and improvements thereto and derivative works thereof, shall remain the exclusive property of TWI, and Agency shall have no right, title or interest therein whatsoever.

Intellectual Property. All right, title, and interest, including all intellectual property rights in the Products and Services and any associated hardware and software of TWI or its licensors, and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed by TWI or its licensors during the course of performance of this Agreement shall remain the property of TWI or its licensors. All right, title, and interest in any content communicated via TWI infrastructure through use of the Products and Services shall remain the sole property of Agency. Without the prior express written consent of TWI, Agency may not, and shall not allow any third party (by license agreement or otherwise), to (a) take any action that would cause the loss or abandonment of TWI proprietary rights in the Licensed Software; (b) use in connection with a service bureau service, resell, distribute, publicly display, transfer, rent, lease, lend, copy, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Licensed Software, in whole or in part; (c) disassemble, decompile or reverse engineer in any way, any of the Licensed Software; or (d) otherwise use in any way the Licensed Software in any manner not expressly authorized by this Agreement. With respect to any Hosted Subscriber Services contracted by Agency, Agency will be responsible for, and shall pay any applicable fees associated with, any unauthorized use by Agency or Agency's end-users of the Hosted Subscriber Services, telephone numbers assigned to Agency, and Agency's account. In the event Agency becomes aware of such unauthorized use, Agency shall promptly notify TWI.

Outbound Notifications Terms and Conditions

- **Minutes Usage:** A call of thirty (30) seconds or less will be billed the same as a call of thirty (30) seconds. After the first thirty (30) seconds, calls will be billed in six (6) second increments. All call costs are rounded up to the nearest cent. There is no charge for calls that do not connect.
- **Standard and High-Volume Call-Out Capacity:** The Client can make call-outs using either of two call-out capacities. Standard Capacity provides the ability to place approximately 12 simultaneous calls; High-Volume Capacity provides the ability to place hundreds of calls simultaneously.
- **High-Volume Call-Out Capacity Surcharge:** When using High-Volume Capacity Call-Out, Outbound Call Minutes are used up at a 50% higher rate than during Standard Capacity Call-Outs. For example, a 60 second high-volume outbound call would use 90 seconds of Outbound Call Minutes.
- **SMS Transactions:** An SMS transaction represents each text message that is sent or received through the TWI SMS Gateway. TWI charges for each transaction processed at the rate defined in this SOW.
- **SMS Response Messaging:** TWI counts each message received, including responses, as a transaction.
- **SMS Message Length:** A standard text message is limited to 160 characters (including letters, numbers, spaces, symbols, and punctuation). Alertworks will automatically break up the message and send it in separate messages. Each message sent will count as a transaction.
- **SMS Message Delivery:** TWI cannot guarantee the delivery of every text message. Deliverability and response times are dependent upon the carrier and their network.
- **SMS Supported "Response" Messages:** An end user can opt-out by replying with the text message, "STOP." This will block the number from receiving future messages. The user may text back "RESUME" to unblock the number. The automatic STOP and RESUME feature is not optional nor are the responses case sensitive. Alertworks will post response messages up to 5 days from the time the recipient receives the message.
- **SMS Client Responsibilities:** The Client is responsible for ensuring that approval to send text messages to intended recipients has been obtained; for the quality and appropriateness of the phone numbers used in its broadcast events; and for appropriately maintaining information regarding opt-ins and cancellations. The Client is responsible for ensuring that all text messages are sent in accordance with applicable federal and state laws, rules, and regulations and in accordance with best practices according to guidelines such as those of the Mobile Marketing Association.

Support for Hosted Subscriber Services: During the Term, TWI shall be responsible for providing support to Agency with regard to the Hosted Subscriber Services according to TWI's prevailing Product and Services Support Policy. Agency shall be responsible for providing support to its end users with regard to the Hosted Subscriber Services. TWI reserves the right to discontinue provision of support and maintenance on Products and Services according to the termination clause in this Agreement.

Client Responsibilities: Client is responsible for assigning resources to the effort with TWI and ensuring they are generally available to interact with TWI project resources as necessary throughout the life of the project. Additionally, Client is responsible for making available or collaborating with TWI in identifying the appropriate Application Programming Interface (API) or other method of integrating to/communicating with the Client's customer database.

Network Traffic. Agency acknowledges that TWI is providing a hosted service, which means that Agency content and data will pass through hosted TWI servers that are not segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

Content. Agency is and shall be solely responsible for the creation, editorial content, control, and all other aspects of content. Agency represents and warrants that it has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit the content over the TWI Hosted Platform as part of the Hosted Subscriber Services.

No Harmful Code. Agency represents and warrants to TWI and its suppliers that no content shall be knowingly transmitted by Agency or end users through the TWI Hosted Platform containing any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

Lawful Purposes. Agency agrees that it will use TWI Products and Services only for lawful purposes and in accordance with this Agreement. Agency shall comply with all applicable laws and regulations when using the Products and Services, including without limitation, compliance with applicable international export and privacy laws, privacy policies of Agency and third parties and other laws regarding the transfer and/or transmission of data.

Prohibited Uses. TWI hosted IVR cannot be used to “front end” calls to the Agency’s live agent queue or call group. The Agency must direct its customers to TWI’s IVR by routing callers through the Agency’s phone system auto-attendant and presenting the IVR as a choice. The auto-attendant should clearly inform those choosing the IVR option that they will encounter an automated phone experience and not directly speak to a live representative. Agency will be responsible for, and shall pay any applicable fees associated with, any unauthorized use, including but not limited to the aforementioned “front ending” of the Agency phone system, by Agency or Agency’s end-users of the Hosted Subscriber Services, telephone numbers assigned to Agency, and Agency’s account. In the event Agency becomes aware of such unauthorized use, Agency shall promptly notify TWI, TWI will issue to Agency, at Agency’s request and expense, replacement telephone number(s) for use with the Hosted Subscriber Services.

Critical Applications. Agency acknowledges and agrees that the Products and Services are not designed, intended, authorized or warranted to be suitable for hosting life-support applications or other critical applications where the failure or potential failure of the Products and Services can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support systems, delays in getting medical care or other emergency services, and Agency assumes all risk arising out of such use and shall indemnify Tele-Works, Inc. and its suppliers for damages and expenses (including legal fees) arising out of same.

Emergency uses. If the products and services are used in emergency situations for outbound notifications, then the products and services are intended to only increase the notice which will be given. There is and cannot be any guarantee that all persons intended to be contacted will be contacted. Tele-Works, Inc. accepts no responsibility for any failure of the products and services to contact any person(s) and is not responsible for any damage or injury which results from any failure to contact anyone.

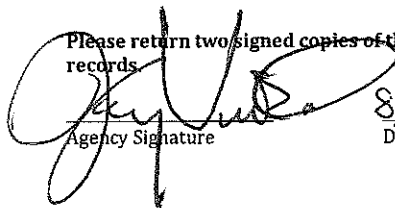
Agency Maintenance. Agency is responsible for, and Tele-Works, Inc. is not liable for Agency’s failure in, (a) housing items received from TWI, including but not limited to the Hardware and the Licensed Software, in a safe and stable environment that is out of the way of foot or machinery traffic, suitable for electronic equipment and within a secure network environment; (b) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow necessary access to and use of the TWI Hosted Platform and Hosted Subscriber Services in accordance with the documentation provided by TWI and all applicable protocols and requirements of the TWI Hosted Platform; and (c) providing any connections necessary to communicate with the TWI-provided Hardware, Software, and/or Hosted Platform. Agency is responsible for all standard maintenance and licensing for the application web server and/or telephony server including, but not limited to, data archival and backup, service packs, security patches and updates and domain registration. Agency will license and install anti-virus software and periodically update virus definitions to assure that the Licensed Software and Hardware are protected from viruses that could be contracted from any source including, but not limited to, the local network, the Internet, email, physical disk or data exchange.

Force Majeure. Except for Agency’s obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, strikes, war, crime, terrorism, shortages of materials, internet, power or telecommunications failures, or computer equipment or software problems not caused by the party’s gross negligence.

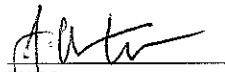
LIMITATION OF LIABILITY. IN NO EVENT SHALL TELE-WORKS, INC. LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY AGENCY FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TELE-WORKS, INC. SHALL HAVE NO LIABILITY FOR UNFINISHED PROJECTS WHERE NO COMPLETE PRODUCTS AND SERVICES HAVE BEEN DELIVERED.

DISCLAIMER. TELE-WORKS, INC. DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES SHALL MEET ALL OF AGENCY’S REQUIREMENTS, OR THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. PRODUCT AND SERVICES ARE PROVIDED TO AGENCY ON AN “AS IS” BASIS. TELE-WORKS, INC. MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE PRODUCTS AND SERVICES OR ANY OTHER MATERIALS OR SERVICES FURNISHED OR PROVIDED TO AGENCY UNDER THIS AGREEMENT. TELE-WORKS, INC. SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT.

Please return two signed copies of this agreement to TWI at the address below. We will return a countersigned original for your records.


Agency Signature

8/27/2014
Date


TWI Signature
PO Box M
Blacksburg, VA 24060

8/28/2014
Date

Client Billing/Invoicing Information:

_____	Billing Contact
_____	Primary Email Address
_____	Secondary Email Address
_____	Client Billing Address (if hard copy invoices also desired)

Stacy R. Warkof
Asst. City Attorney
8/25/14