

## MYUSAGE PREPAID SOFTWARE ACCESS AGREEMENT

This MyUsage Prepaid Software Access Agreement ("Agreement"), dated as of the Effective Date shown below, is entered into by and between Exceleron Software, LLC., a Texas corporation, with an address of 8144 Walnut Hill Lane, Suite 905, Dallas, TX 75231 ("Exceleron"), and Customer identified below. This Agreement consists of this cover page (the "Cover Page") and the terms and conditions on the attached Exhibits A and B.

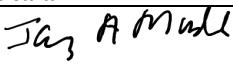
<b>Customer Name</b>	City of Ocala		
<b>Contact Name &amp; Title</b>	Tiffany Kimball, Contracting Officer		
<b>Street Address</b>	110 SE Watula Ave, 3 <sup>rd</sup> FL		
<b>City, State and ZIP</b>	Ocala, FL 34471		
<b>Telephone</b>	352-629-8366		
<b>Fax</b>			
<b>E-mail Address</b>	contracts@ocalafl.org		
<b>Effective Date</b>	Upon Exceleron's signature	<b>Initial Term</b>	September 1, 2020 to August 31, 2025

## FEES

<b>Configuration Fee</b>	\$ 0.00 due upon Customer's signature																										
<b>Notification and IVR Fees</b>	Customer shall pay the following charges for generating and sending and/or receiving notifications: \$.05 for each toll call    \$.04 for each text message Emails and push notifications are free																										
<b>Monthly Fees</b>	Customer shall pay the following monthly fees commencing on the Go Live Date and continuing during the term: \$0.20 per Participating Customer per day. (the "Fees").																										
	Commencing on the Go Live Date and continuing monthly thereafter during the Term, Customer shall pay the greater of the \$5,000 Monthly Minimum and the Fees for that month:																										
	<table border="1"> <thead> <tr> <th>Pricing Tier</th> <th>Number of Prepay Customers</th> <th>Monthly Minimum (the "Monthly Minimum Fees")</th> </tr> </thead> <tbody> <tr> <td>Tier 1</td> <td>1 to 2,000</td> <td>\$6.00 per month per customer</td> </tr> <tr> <td>Tier 2</td> <td>2,001 to 3,000</td> <td>\$5.00 per month per customer</td> </tr> <tr> <td>Tier 3</td> <td>3,001 to 4,000</td> <td>\$4.00 per month per customer</td> </tr> <tr> <td>Tier 4</td> <td>4,001 to 8,500</td> <td>\$3.00 per month per customer</td> </tr> <tr> <td>Tier 5</td> <td>8,501 to 12,500</td> <td>\$2.00 per month per customer</td> </tr> <tr> <td>Tier 6</td> <td>12,501 to 15,000</td> <td>\$1.75 per month per customer</td> </tr> <tr> <td>Tier 7</td> <td>15,001 +</td> <td>\$1.25 per month per customer</td> </tr> </tbody> </table>			Pricing Tier	Number of Prepay Customers	Monthly Minimum (the "Monthly Minimum Fees")	Tier 1	1 to 2,000	\$6.00 per month per customer	Tier 2	2,001 to 3,000	\$5.00 per month per customer	Tier 3	3,001 to 4,000	\$4.00 per month per customer	Tier 4	4,001 to 8,500	\$3.00 per month per customer	Tier 5	8,501 to 12,500	\$2.00 per month per customer	Tier 6	12,501 to 15,000	\$1.75 per month per customer	Tier 7	15,001 +	\$1.25 per month per customer
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<b>Payment</b>	The above fees and charges are payable as provided in the attached <u>Exhibit A</u> .																										

## SIGNATURES

In witness whereof, Exceleron and Customer have executed this Agreement by their duly authorized officers as of the Effective Date.

<b>Exceleron Software, LLC</b>	<b>Customer: City of Ocala</b>
Signature: 	Signature: 
Name (printed): Jeffrey A. Severs	Name (printed): Jay A. Musleh
Title: COO	Title: City Council President
Date: 10 / 05 / 2020	Date: September 1, 2020

Approved as to form and legality:



Robert W. Batsel, Jr.

Doc ID: 959ede77a50871e48248380e094197ff7f9f4ba

**EXHIBIT A**  
**TERMS AND CONDITIONS**

**1. Definitions**

**“Confidential Information”** means the MyUsage Prepaid Software, documentation, information, data, drawings, specifications, and any other information supplied by one party to the other and which should reasonably be considered confidential. Confidential Information will not include information that is publicly available, becomes publicly available through no fault of the other party, is already in the other party’s possession without a confidentiality obligation, is obtained by the other party from a third party without restrictions on disclosure, or is independently developed by the other party without reference to the Confidential Information.

**“Customer Data”** means all data and information (whether or not Confidential Information) entered into the System by Customer.

**“Effective Date”** is defined on the Cover Page.

**“Go Live Date”** means the first day that the MyUsage Prepaid Software is used by Customer for productive use (e.g. first time Company Data is entered into the system by the Customer).

**“Initial Term”** is defined on the Cover Page.

**“MyUsage Prepaid Software”** or **“Software”** means that certain Exceleron software called MyUsage Prepaid or Prepaid Account Management System.

**“Participating Customers”** means a customer of the Customer who participates in the Customer’s alternative prepaid program.

**“System”** means Exceleron’s computer systems that are used to host the MyUsage Prepaid Software.

**2. MyUsage Prepaid Software Access**

2.1 Exceleron hereby grants to Customer a non-exclusive, nontransferable, non-sublicensable license to use the MyUsage Prepaid Software through the System during the Term (as defined below) solely for Customer’s internal business purpose related to prepaid electricity service.

2.2 Customer must: (a) provide for its own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make such connection to the Internet, including a computer, modem and specified browser and plug-in software.

2.3 Exceleron will retain sole and exclusive ownership of all right, title and interest in and to the MyUsage Prepaid Software and System and all copies thereof.

2.4 Customer Data shall be and remain the property of Customer. Upon Customer’s request, or upon the termination

or expiration of this Agreement, such Customer Data shall be promptly returned to Customer by Exceleron in a form then maintained by Exceleron or, if Customer so elects, shall be destroyed.

**3. Service Level and Support**

3.1 Exceleron will use commercially reasonable efforts to make the System available for Customer’s access between the hours of 5:00 a.m. and 2:00 a.m. Central Time, seven (7) days a week (“**Operating Hours**”). Except in the case of emergencies, Exceleron will provide Customer with at least twenty-four (24) hours prior notice of downtime required during Operating Hours and will use commercially reasonable efforts to accommodate Customer’s schedule for such downtime.

3.2 The MyUsage Prepaid Software and System will operate in material conformance to the specifications set forth in Exhibit B. As Customer’s sole and exclusive remedy, Exceleron will use commercially reasonable efforts to fix any non-conformities. Customer agrees that Exceleron may, in its reasonable commercial judgment, amend Exhibit B from time to time to further detail the MyUsage Prepaid Software and System. Amendments to Exhibit B are effective upon Customer’s receipt of the revised Exhibit B. However, if: (a) the amendment would materially and adversely affect Customer, (b) Customer provides Exceleron with a written notice describing its objection to the amendment in reasonable detail within five (5) business days of the effective date of the amendment, and (c) Exceleron does not agree to waive the amendment as to Customer within five (5) business days of Customer’s notice, then Customer may terminate this Agreement without liability.

3.3 Exceleron will provide Customer with those error corrections and modifications to the MyUsage Prepaid Software that Exceleron provides without cost to its other customers that access the MyUsage Prepaid Software through the System.

3.4 Exceleron will provide telephone call-back support during Exceleron’s normal business hours to permit Customer to report problems and seek reasonable assistance in the use of the MyUsage Prepaid Software.

3.5 Exceleron will not be in default of this Agreement, or be liable in any way, to the extent the System is unavailable wholly or partly due to: (i) Customer’s failure to perform its obligations under this Agreement that affects the performance of the System; (ii) force majeure events set forth in Section 12.9; (iii) the performance of Customer’s third party telecommunications network provider(s); (iv) changes made at the request of Customer; (v) unforeseen capacity increases based on changes in Customer’s business processes for which

Exceleron has not received at least thirty (30) days prior written notice from Customer; or (vi) Customer's software or hardware.

#### 4. Other Services

4.1 Exceleron will provide Customer with two (2) business days of training on the use and operation of the System. The class will be held in Dallas, Texas at a mutually agreed upon date and time or at Customer's site provided Customer reimburses Exceleron for its reasonable travel expenses. Training will be "train the trainer" training and may accommodate up to three (3) individuals. Any additional training will be performed according to mutually agreed terms and conditions.

#### 5. Fees and Payment Procedures

5.1 Customer shall pay Exceleron the fees in accordance with the fee structure set forth on the Cover Page and as otherwise provided in this Agreement. All amounts will be due and payable within twenty (20) days after the date of invoice. Any amounts owing that are not paid when due will accrue interest from the due date at the rate of eighteen percent (18%), or the maximum rate permitted by law, whichever is less.

5.2 All amounts shown in this Agreement are in United States dollars and are net of all sales, use, property and related taxes. Customer shall be responsible for all taxes arising out of or related to this Agreement (except for taxes based upon the net income of Exceleron), regardless of whether Exceleron bills Customer for such taxes.

5.3 In the event that Customer has not timely paid fees due under this Agreement or Customer is otherwise in breach of this Agreement, Customer acknowledges that Exceleron may suspend or deny Customer's access to the MyUsage Prepaid Software and System.

#### 6. Term and Termination

6.1 This Agreement will take effect on the Effective Date and, unless terminated earlier as provided in this Section 6, will remain in force during the Initial Term. Following the Initial Term, unless terminated earlier as provided in this Section 6, this Agreement will automatically continue for successive annual periods (each a "**Renewal Term**"; collectively with the Initial Term, the "**Term**").

6.2 Termination for City's Convenience. City shall require the right under any Agreement in its sole discretion to cancel or suspend, in whole or in part, the Services. In the event of any such termination under an Agreement, City shall commit to pay Exceleron for the normal and reasonable expenses incurred by Exceleron in the performance of Services prior to receipt of the Notice of Termination, but City shall not be liable for any changes or expenses incurred by Exceleron subsequent to the Notice of Termination, except for the amounts set forth in Section 6.7. No amount shall be allowed for anticipated profit on unperformed Services.

6.3 Either party may terminate this Agreement at the end of the Initial Term or a Renewal Term by providing the other party with at least (30) days written notice prior to the date of termination. Notwithstanding the foregoing, Celeron may not reject Customer's request to renew up to two (two) one-year Renewal Terms.

6.4 A party may terminate this Agreement upon written notice to the other party if such other party breaches a material term, condition or provision of this Agreement unless the breach, if capable of being cured, is cured within thirty (30) days (ten (10) days for non-payment) after the non-breaching party gives the breaching party written notice of such breach.

6.5 A party may terminate this Agreement upon written notice to the other party if such other party (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

6.6 Notwithstanding Section 6.3, Exceleron may terminate this Agreement immediately upon Customer's breach of the license restrictions in Section 2.1.

6.7 Upon termination for any reason, Customer will immediately cease all use of and access to the MyUsage Prepaid Software and System and will pay all amounts due and/or payable through the date of termination. The parties recognize that the harm caused by a breach of this Agreement is incapable or difficult of estimation. Accordingly, in the event of termination of this Agreement by Exceleron pursuant to Sections 6.2, 6.3, 6.4, 6.5, or 6.6 those Monthly Minimum Fees that would otherwise become due under this Agreement during the remaining Term will be accelerated and become immediately due and payable. The parties agree that such amounts are a reasonable forecast of the amount necessary to render just compensation. Nothing in this provision is intended to entitle Exceleron to collect unearned interest or to receive an interest rate greater than the rate allowed by law.

#### 7. Disclaimer of Warranties

7.1 EXCELERON MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE MYUSAGE PREPAID SOFTWARE, THE SYSTEM OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. EXCELERON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

## 8. Limitation of Liability

8.1 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1, AND 10, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 AND BREACHES OF SECTIONS 2.1, 5.1, AND 10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO EXCELERON UNDER THIS AGREEMENT FOR THE MONTH IN WHICH THE CAUSE OF ACTION AROSE, PROVIDED HOWEVER, THE LIMITATION ON DAMAGES EXPRESSED IN THE PRECEDING SENTENCE SHALL NOT APPLY TO DAMAGES CAUSED BY THE WILLFUL OR WANTON CONDUCT OF THE PARTY CREATING THE DAMAGES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## 9. Indemnification

9.1 Exceleron will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer that the MyUsage Prepaid Software as used through the System infringes any patent, copyright, trade secret or other proprietary right of any third party. Customer shall give such assistance and information as Exceleron may reasonably require to oppose such claims. Exceleron shall have no obligation for any claims arising out of a combination or use of the MyUsage Prepaid Software as used through the System with non-Exceleron programs, products or data, if such combination or use is the cause of the alleged infringement.

9.2 In the event a third party claim of infringement is threatened or occurs, Customer will immediately notify Exceleron. Exceleron may, in its sole discretion, alter or replace the MyUsage Prepaid Software or System with a non-infringing functionally equivalent system. If Exceleron determines that none of these alternatives is reasonably

available, Exceleron may terminate this Agreement and refund to Customer any Fees paid in advance for the time following termination.

9.3 Customer acknowledges that (i) Customer has the sole discretion whether to provide electricity service to its customers, (ii) Customer has the sole discretion and authority to disconnect electricity service, and (iii) Customer shall not rely upon Exceleron to determine whether to connect or disconnect electricity service. Accordingly, CUSTOMER WILL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD EXCELERON HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES AND DAMAGES, INCLUDING DEATH, RELATED TO OR ARISING OUT OF AN ALLEGATION BROUGHT AGAINST EXCELERON ARISING OUT OF OR RELATED TO THE MYUSAGE PREPAID SOFTWARE, THE SYSTEM OR THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY CLAIMS AS A RESULT OF A BREACH BY CUSTOMER OF THIS AGREEMENT OR ANY OTHER AGREEMENTS AND ANY CLAIMS BY CUSTOMER'S CUSTOMERS WITH RESPECT TO CUSTOMER'S ELECTRIC SERVICE PROVIDER OBLIGATIONS), REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF EXCELERON EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF EXCELERON. Exceleron shall give such assistance and information as Customer may reasonably require to oppose such claims.

9.4 At Customer's request, Exceleron may record certain customer support calls for quality assurance purposes. Customer is solely responsible for complying with all legal and regulatory requirements related to the recording such calls, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with recording such calls. Customer will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's recording of customer support calls.

9.5 At Customer's request and subject to any regulatory restrictions, Exceleron will display Customer's name on the "caller id" display for Customer's Participating Customers. Customer is solely responsible for complying with all legal and regulatory requirements related to the display of the caller id, including but not limited to obtaining any necessary waivers or providing customers with the appropriate notifications. In addition, Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with the display of Customer's name on "caller id". Customer will, at its expense, defend, indemnify and hold Exceleron harmless from and against all claims, losses, fines and damages brought against Exceleron arising out of or related to Exceleron's display of Customer's name on caller id.

9.6 Telephone Consumer Protection Act (“TCPA”). Customer is responsible for notifying Exceleron of any legal or regulatory requirements associated with Customer’s compliance with the TCPA. Customer acknowledges that Exceleron is a “common carrier” for purposes of the TCPA and its sole obligation is to comply with the TCPA-related instructions provided by Customer. Customer will provide Exceleron with “opt out” language to be included in all communications to Customer consumers (e.g., voicemails, e-mails and text messages) generated by the MyUsage Prepaid Software (“TCPA Opt Out Language”). Exceleron will, at its expense, defend, indemnify and hold Customer harmless from and against all claims, losses and damages related to or arising out of an allegation brought against Customer because the MyUsage Prepaid Software generated a communication(s) without the TCPA Opt Out Language or Exceleron failed to comply with Customer’s written instructions for TCPA compliance. Customer shall give such assistance and information as Exceleron may reasonably require to oppose such claims.

## 10. Confidential Information

10.1 Each party (“**Receiving Party**”) acknowledges that the other party’s (“**Disclosing Party**”) Confidential Information constitutes valuable trade secrets and the Receiving Party agrees that it shall use the Disclosing Party’s Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party’s prior written consent. The Receiving Party agrees to use the same efforts, but not less than commercially reasonable efforts, to protect the Disclosing Party’s Confidential Information from unauthorized use and disclosure as the Receiving Party takes with respect to its own similar confidential information. The Receiving Party may disclose the Disclosing Party’s Confidential Information if required to be disclosed by order of a court or other governmental entity, provided that the Receiving Party promptly notifies the Disclosing Party and assists the Disclosing Party in resisting or limiting such disclosure.

10.2 Exceleron may list Customer’s name in Exceleron’s materials and may otherwise inform third parties that Customer is a customer that uses the MyUsage Prepaid Software and System.

10.3 In the event of actual or threatened breach of the provisions of Section 10.1, the Disclosing Party may have no adequate remedy at law and will be entitled to seek immediate and injunctive and other equitable relief.

## 11. Assignment

11.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, without providing prior written notice to Exceleron. For purposes of this Agreement, a transaction such as a merger, consolidation, reorganization, change of control, stock sale or

exchange, sale of any substantial portion of Customer’s assets or similar transaction will be deemed to be an assignment. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

## 12. Miscellaneous

12.1 Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight courier, in each case properly posted and fully prepaid to the appropriate address set forth herein. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight courier service.

12.2 Any waiver of the provisions of this Agreement or of a party’s rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be deemed to be a waiver of such party’s rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party’s right to take subsequent action.

12.3 If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.4 This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to said subject matter.

12.5 This Agreement is for the sole benefit of Exceleron and Customer and their permitted assigns and nothing herein expressed or implied will give or be construed to give to any person, other than Exceleron and Customer and such assigns, any legal or equitable rights hereunder.

12.6 This Agreement may not be amended, except by a writing signed by both parties.

12.7 No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.8 This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

12.9 Except for the obligations to make payments hereunder, each party shall be relieved of the obligations hereunder to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, civil disorder, communications failures, failures of third parties, fire, flood, explosion, labor disputes or strikes or any acts or orders of any governmental authority, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

12.10 The provisions of Sections 1, 2.3, 2.4, 5, 6.6, 8, 9, 10, and 12 will survive termination of this Agreement.

12.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its choice of laws provisions. Exclusive venue for any dispute between the parties arising out of or related to this Agreement shall be with the state or federal courts in Marion County, Florida. Each party consents to the jurisdiction of such courts in any dispute arising out of or related to this Agreement.

12.12 Exceleron acknowledges that the City of Ocala is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize City business is considered public record, unless exempted, or deemed confidential by law or the Florida Constitution. ("City Business Records") Any City Business Records provided to or generated by Exceleron coincident with

performing Services under this Agreement must be kept and maintained in accordance with the Public Records Law. Any such City Business Records held by Exceleron must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of the City's records custodian, Exceleron shall provide City a copy of the requested City Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law. Exceleron shall ensure that City Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Exceleron does not transfer the records to City. Upon completion of the Agreement, Exceleron may transfer, at no cost to the City, all City Business Records in possession of Exceleron or keep and maintain City Business Records required by City to perform the services or work.

If Exceleron receives a public records request for any City Business Records, Exceleron shall notify the City's Records Custodian in writing by email or US Mail at the following email address and provide City a copy of the request: Custodian of Records c/o City of Ocala, 110 SE Watula Ave., Ocala, FL 34471 Email: [clerk@ocalafl.org](mailto:clerk@ocalafl.org)

If Exceleron transfers all City Business Records to City upon completion of the Contract, Exceleron shall destroy any duplicate City Business Records that are exempt or confidential and exempt from public records disclosure requirements. If Exceleron keeps and maintains City Business Records upon completion of the Contract, Exceleron shall meet all applicable requirements for maintaining public records.

**Exhibit B**  
**Specifications and Functionality**

## **I. Introduction**

### **A. Purpose**

This Exhibit defines specific functional and performance requirements of the MyUsage Prepaid Software (also referred to as "MyUsage" herein). Any capitalized terms not defined in this Exhibit B shall have the meaning set forth in the Agreement.

### **B. Scope**

MyUsage is a web-based system that provides customers with the necessary tools to offer their customers a prepaid alternative to traditional billing options. Participating Customers will have the ability to prepay for electricity, monitor their consumption, credit balance and receive notification of pending disconnections. Payments will be posted to the System as they are made available by Customer. Daily usage charges are calculated based on rates established and maintained by Customer. During the enrollment process, Participating Customers will provide the Customer with contact information to be used during the notification process.

## **II. General Description**

### **A. Product Functions**

Accounts will be created in MyUsage as Participating Customers are enrolled in Customer's prepaid program. An initial payment (as determined by the Customer) will be posted to the account and displayed as service credits. Usage is monitored daily and the calculated cost for such usage is deducted from the Participating Customer's current balance. Participating Customers can keep abreast of their balance through receipt of notifications for which they select the method and frequency during account creation. An order is created to disconnect the service when the service credit balance reaches zero. If a payment is received prior to the actual disconnection being completed, the order is automatically cancelled in MyUsage; therefore, disconnection can be avoided provided the cooperative utilizes the "Order Status" feature of MyUsage as opposed to a disconnection process outside of MyUsage. If the customer has already been disconnected, a reconnect order will be generated. Additional fees or charges will also be applied when applicable such as disconnect charges or reconnect charges. Participating Customers will have 7/24 access to their account via the internet or an IVR.

### **B. User Capabilities and Objectives**

1. Create new prepaid accounts
2. Post payments to accounts and display updated account balance
3. Determine unused credit and estimated number of days of unused service
4. Perform account maintenance (update contact information, address changes etc.)
5. Access pending disconnect and reconnect orders and view their status
6. Insert notes or events on accounts unless business practice dictates insertion of notes or events into CIS only

## **III. Functional Requirements**

### **A. Create a new account**

1. **Description:** Customer's customer service representative, hereafter referred to as a CSR, will enter a new customer's name, address, location information and meter information into MyUsage to establish a new account. Participating Customer account information may already exist in current billing system. If access and connectivity is possible, this information will be pre-populated.

### **B. Process a payment**

1. **Description:** Payments posted to Customer's billing system will be collected on a scheduled interval and posted to MyUsage electronically if access and connectivity to the cooperative's billing system is possible. The CSR also has the ability to post customer payments to MyUsage account. This may be accomplished manually and/or automatically depending upon the cooperative's payment processing vendor(s) and available integration. Payments posted in MyUsage will be reported to Customer's CIS system.

### **C. Account Maintenance**

1. **Description:**
  - a. The CSR is able to access a Participating Customer's record in MyUsage in a timely manner and answer questions relative to information contained in MyUsage.
  - b. Participating Customer information is organized for quick access.
  - c. The account information page allows the CSR to change specific customer information (i.e. billing information, contact information etc.).
  - d. Billing and payment information, agent location information, order history and current order statuses are available to the CSR for the desired Participating Customer.

- e. Additional functionality such as payment processing, notes or events and agent lookups are also available features of MyUsage.

**D. Acquisition of Usage Data**

- 1. **Description:** Usage data will be acquired from the Customer's AMR database. Access to client side application to query the desired data and transmit such data to the MyUsage application is required.

**E. Calculate Usage Debits**

- 1. **Description:** Usage charges will be calculated nightly as new usage is received and inserted into MyUsage to debit the Participating Customer's balance.

- 2. **Monitoring:** Each meter will be monitored to ensure that a usage record is received and processed each night. Accounts for which usage was not received will be displayed in an Exceptions Report.

**F. PCA (Power Charge Adjustment) True-up**

- 1. **Description:** The PCA, which is used by the rating engine, will initially be entered as an estimate and subsequently updated by Customer. Upon the actual PCA being made available, the appropriate adjustment(s) and/or change(s) will be made. (This portion is applicable only to those Customers utilizing PCA.)

**G. Calculate taxes**

- 1. **Description:** Applicable taxes will be calculated and applied to the Participating Customer's account.

**H. Web Service Interface to Disconnect/Reconnect**

- 1. **Description:** Provide a process that will interface with remote disconnect/reconnect collars if available.

- a. A disconnection order will be generated based upon Participating Customer's account no longer being in good standing as defined by Customer. Disconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the disconnection method utilized by Customer, disconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Customer.

- b. A reconnection order will be generated based upon sufficient payment being applied to Participating Customer's account to bring account into good standing as established by the cooperative. Reconnect orders may be viewed through a dynamic orders list which provides easy access to individual accounts. Depending upon the reconnection method utilized by the cooperative, reconnections may occur automatically or manually. If an automatic process is desired, this setting must be controlled by and deployed by Customer

**I. Create Notification Events**

- 1. **Description:** A list of Participating Customers to be notified will be generated based on defined criteria. This list will be used by the notification process to communicate with the Participating Customer based upon the Participating Customer's selection of method and frequency or based upon the cooperative's mandate of specific notification types and/or frequency.

**J. Notification Server**

- 1. **Description:** The MyUsage notification server permits Participating Customers to receive selected notifications in the form designated and at the time designated. Notification settings can be accessed both through MyUsage and MyUsage Prepaid.com by CSRs and Participating Customers. Such notifications also trigger events on individual accounts for tracking purposes. Notification methods available include Interactive Voice Response (IVR), SMS text message, pager and email.

**K. IVR Inbound Member Services**

- 1. **Description:** Participating Customers will have the ability to call an access number to obtain information pertaining to their usage and current balance. The ability to make a payment via the IVR will also be provided.

**L. Online Bill View (MyUsage Prepaid.com)**

- 1. **Description:** Participating Customers will have access to usage information to include current and limited historical. Payment processing will also be permitted through online bill view (MyUsage Prepaid.com).

**IV. Interface Requirements****A. User Interface**

- 1. GUI - User Service representatives access MyUsage with a web browser. No additional software is required on the user's workstation.

- a. All MyUsage functions are accessible via the Main Menu. Access requires a valid user name and password and levels of access are restricted by various permission levels.

- b. Navigation is accomplished using standard links and drop down boxes.

**B. Interactive Agent (IA)**

- 1. Exceleron will make the Interactive Agent available to the cooperative via ftp.

2. Customer will ensure that the IA is properly installed on a computer that has uninterrupted internet access.
3. Customer will ensure that the appropriate access to both the CIS and AMR database is provided including a read only user-id and password and that all necessary network connections are available.

C. MyUsage.com

1. Exceleron will provide all Participating Customers internet access to MyUsage.com.
2. Access to MyUsage.com requires a user name and password that is established during account setup in MyUsage.
3. Customer will have the ability to disable individual account access via the MyUsage interface.

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