

**AMENDMENT NO. 5
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SMART ENERGY SYSTEMS, INC.**

PREAMBLE

This Amendment No. 5 is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Smart Energy Systems, Inc., a Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC", dated December 22, 2018 (Agreement) for the purpose of having Contractor provide a cloud-hosted Customer Self-Service Portal;
- B. The Agreement was amended by Amendment No. 1, dated November 10, 2021, Amendment No. 2, dated June 30, 2023, Amendment No. 3, dated December 5, 2023, Amendment No. 4, dated January 9, 2025, and is again amended by this Amendment No. 5. The agreement as amended and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to extend the term through January 31, 2026 and, update compensation terms, and update exhibits.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. This Agreement as Amended, originally effective as of December 22, 2018, is hereby amended to apply retroactively from March 31, 2025 to January 31, 2026. The parties agree that all terms, conditions, rights, and obligations set forth in this Agreement as Amended shall be deemed to have been in continuous effect from March 31, 2025, ensuring uninterrupted application as if the Agreement as Amended had not expired. The parties acknowledge and agree that the retroactive application of this Agreement as Amended is intended to preserve the continuity of their contractual relationship and to avoid any legal or practical disruptions that may have arisen due to the expiration of the original Agreement.

2. Section 2 of the Agreement as Amended, entitled “Term of Agreement”, amended to read as follows:

A. Term. 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 commence on December 11, 2018 and terminate on January 31, 2026 (Initial Term), inclusive, subject to the provisions of Section 7 (Termination).

B. Option to Extend. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of the Agreement for one additional year for the period commencing February 1, 2026 through January 31, 2027 (“Option Period”) based on the same terms and conditions, subject to compensation adjustments as set forth in the Fourth Revised Exhibit B-1 and appropriation of funds. In the event City elects to extend the term for the Option period, City shall provide written notice to Contractor at least ninety (90) days prior to the end of the Initial Term.

3. Section 7.A of the Agreement as Amended, entitled “Termination for Convenience” is deleted in its entirety and replaced with the following”

A. Contractor acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement will constitute an obligation of future legislative bodies of the City to appropriate funds for the purposes of this Agreement. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. Despite the foregoing, City will pay Contractor for any Services performed in accordance with this Agreement up to the date of termination, according to the rates set forth in the Fourth Revised Exhibit B-1, entitled “Detailed Fee Schedule”.

4. First Revised Exhibit B of the Agreement as Amended, entitled “Schedule of Fees”, is hereby deleted in its entirety and replaced with the Second Revised Exhibit B, attached hereto and incorporated into this Amendment No. 5.
5. Third Revised Exhibit B-1 of the Agreement as Amended, entitled “Detailed Fee Schedule” is hereby deleted in its entirety and replaced with the Fourth Revised Exhibit B-1, attached hereto and incorporated into this Amendment No. 5.

Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 5, the provisions of this Amendment No. 5 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 5 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

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

"CITY"

SMART ENERGY SYSTEMS, INC
A Delaware corporation

Dated: _____

By (Signature): _____

Name: Harman Sandhu

Title: President

Principal Place of Business Address: 15495 Sand Canyon Ave., Suite 100
Irvine, CA 92618

Email Address: Harman.sandhu@sew.ai

Telephone: (909) 217-3344

Fax: (909) 614-7215

"CONTRACTOR"

SECOND REVISED EXHIBIT B SCHEDULE OF FEES

1. TOTAL MAXIMUM COMPENSATION

The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Six Hundred Fifty-Three Thousand Three Hundred Forty-Three Dollars (\$1,653,343)** during the Initial Term, subject to the appropriation of funds. Any additional products or services requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. SYSTEM INSTALLATION AND DATA INTEGRATION SERVICES

Contractor shall provide system installation and data integration services as outlined in Sections G – M of Exhibit A (Scope of Subscribed Services) for a fixed fee of \$124,350. Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms as detailed in Table B1, following acceptance of designated milestones. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

Table B1: System Installation and Data Integration Fee Breakdown/Payment Schedule

System Installation and Data Integration Services	Amount
Fee Breakdown	
SCM® - Customer Web Portal and Mobile Platform V7.0	\$49,500
Outage Module with Outage Notifications	\$8,500
SCM® - Enterprise Web Portal and Platform V2.4	\$17,500
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0
Hosting	\$0
Maintenance & Support	\$0
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$9,700
SMS Text Notifications	\$9,500
IVR Notifications	\$7,800
Smart Mobile Workforce – Service Module V5.1 (optional)	\$8,650
SCM® - Smart Home Module (optional)	\$13,200
Total	\$124,350
Payment Schedule	Amount
Milestone No. 1 (25%)	\$31,087.50
Milestone No. 2 (25%)	\$31,087.50
Milestone No. 3 (15%)	\$18,652.50
Milestone No. 4 (15%)	\$18,652.50
Milestone No. 5 (10%)	\$12,435.00
Milestone No. 6 (10%)	\$12,435.00
Total Payments	\$124,350.00

Amendment No. 5 to Agreement with Smart Energy Systems, Inc.
Fourth Revised Exhibit B-1

The additional amount of \$17,000 for travel expenses will be billed as expenses are incurred.

3. ANNUAL SOFTWARE SUBSCRIPTION SERVICES

The pro-rated subscription fees, of the amounts set forth in Table B1-A of the Fourth Revised Exhibit B-1, for the period commencing on that certain date which is the City's acceptance and sign-off of User Acceptance Testing (UAT), and ending on January 31, 2026, shall be due on the date of UAT sign-off.

4. TRANSACTION-BASED FEES

- 4.1. Any changes in volume over and above the assumptions may result in additional fees and require revisions to the Total Maximum Compensation.

Table B3: Transaction-Based Fees	
Description	Amount
Year 1	//////
Year 2 (End of UAT +12 months)	\$250,000
Year 3 (Anniversary of end of UAT date)	\$250,000
Year 4 (second Anniversary of end of UAT date)	\$250,000
Total	\$750,000

- 4.2. Contractor will invoice the City on a monthly basis in arrears as set forth in Fourth Revised Exhibit B-1.

5. RENEWAL PERIOD COMPENSATION

- 5.1. In the event City exercises its option to extend the term of the Agreement for the Option Period, all fees set forth in the Fourth Revised Exhibit B-1 shall automatically increase by five percent (5%). The unit prices listed in Fourth Revised Exhibit B-1 serve as the baseline for the recurring fees to be charged during any Option Periods.
- 5.2. Upon commencement of the Option Period, Contractor will submit an invoice for the annual subscription fees in a format approved by the City and subject to verification and approval by the City. City will pay Contractor within thirty (30) days of receipt of Contractor's invoice.

6. ADDITIONAL SERVICES AND SOFTWARE PRODUCTS

- 6.1. The City may, from time to time, request in writing that Contractor perform a service or provide additional software products to ensure the system continues to meet the City's requirements. Upon Contractor's receipt of City's request, Contractor shall promptly provide City with a written quote. Upon City's written approval of the quote, Contractor shall perform such services or provide the additional software product.
- 6.2. Notwithstanding the foregoing, Contractor shall not perform any additional services and/or provide additional products requested by the City that would exceed the Total Maximum Compensation.

FOURTH REVISED EXHIBIT B-1 DETAILED FEE SCHEDULE

This Exhibit provides the fee rates that Contractor may charge the City for services and products with regard to the use of the software and/or services provided. The City may modify this Exhibit to add/delete services and products as may be required. Such changes shall require no modification of the Agreement of the Total Maximum Compensation is not exceeded.

The unit prices set forth in the tables below shall be fixed for the Initial Term of the Agreement.

In the event the rates charge by Contractor's third-party provider for any pass-through fees exceed the increase in the CPI (Consumer Price Index - West Region, as published by the U.S. Bureau of Labor after the Initial Term, Contractor may pass through such increase to the City. All price increases that exceed the increase in the CPI must be supported by documentation from the third-party provider or a formal cost justification letter from Contractor.

Table B1-A – Annual Software Subscription Fee		
Description of Software / Service	Price	Notes
SCM® - Customer Web Portal and Mobile Platform V10.0	\$115,716	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
Outage Module with Outage Notifications	\$20,404	For 86,000 Meter Accounts, Includes Following Modules: My Account, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® - Enterprise Web Portal and Platform V2.4	\$31,533	For 125 Names Users, Includes Following Modules: My Portfolio, Usage, Billing, Notifications, Connect Me, Compare, Efficiency, Service
SCM® Utility Customer Service Portal (utility-facing admin/customer service portal)	\$0	For 70 Utility Employee Users - Includes Following Modules: Dashboard, Customer Engagement Analytics, Administration, CSR Workbench
Hosting	\$0	Hosting for two years' worth of data
Maintenance & Support	\$0	Includes Support and Software Updates
Smart iQ Analytics – Meter Data Analytics Version 1.9	\$38,488	For 86,000 Meter Accounts, Includes Following Modules: Customers & Segments, Leakage Analytics, High Usage Analytics, Program Management, Violation Management

Table B1-A – Annual Software Subscription Fee		
Description of Software / Service	Price	Notes
SMS Text Notifications	\$420	Annual fee for Text Notification
IVR Dialer System	\$5,900	Annual Fee for IVR Notifications
Random Short Code	16,000	Provides Random Short Code to Send Out SMS Text Messages (Required by Carriers). Optional Vanity Short Code Available at \$22,800 Annual
IVR Toll Free Number	\$299	Annual Fee to provides Toll Free Number for Outbound / Inbound Calls
Options:		
Smart Mobile Workforce – Service Module V5.1	\$10,000	For 10 Utility Field Workers, Includes Following Modules: Service
SCM® - Smart Home Module	\$12,000	For 86,000Meter Accounts, Allows Utility Customers to Monitor/Maintain Smart Home Devices on Web Portal and Mobile
Web Portal CSR Co browsing / Live Chat (assumes 20 agents)	\$10,000	\$500 is Annual Amount Per Agent (Equals \$25 Per Month Per Agent)
SCM Language Pack	\$19,000	Provides Additional Language Support on Web Portal and Mobile for One Additional Language (In Addition to English)
We Smart Basic Chatbot	\$39,000	AI, natural language processing, machine learning-based responses. Pre-programmable responses.
We Smart Advanced Chatbot	\$59,000	WeSmart Basic + Customer Account specific automated interactions with SCM Billing, Usage, Outage, and Service modules.
Meter Tiers		Blended Fee Per Meter
0-100,000		\$2.66
100,001-150,000 (10% discount from prior bucket)		\$2.39
150,001-200,000 (10% discount from prior bucket)		\$2.15

Table B1-B Monthly/Usage/Transaction-Based Fee Schedule		
Service	Type	Unit Fee
SMS Text Notifications (Inbound)	per message	\$0.003
SMS Text Notifications (Outbound)	per message	\$0.008
IVR Toll Free (Inbound)	per minute	\$0.030
IVR Toll Free (Outbound)	per minute	\$0.020
Up to 1,000,000 Emails Per Month	base fee	\$875.000
24 Hour IVR - English and Spanish	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above
Text-and-Pay	////	Setup Fee Waived Per Minute Fee Waived Convenience Fee Listed Above

Table B1-C: Transaction Fees

Mass Market Persona			
<input checked="" type="checkbox"/> Cards (Credit/Debit - Visa, MasterCard, Discover, Amex, Apple Pay, Google Pay)			
Customer / Transaction Type	Fee per Transaction	Transaction Limits	Fee Model
Residential	Autopay - 1.69%	Minimum: \$5 Maximum: \$7,500	Convenience Fee (paid by payee at processing)
	Pre-Login/One-time - 1.99%	Minimum: \$5 Maximum: \$7,500	
Commercial [including Silicon Valley Power ("SVP")]	2.89%	Minimum: \$5 Maximum: \$100,000 (Maximum only applies to Mass Market accounts, not Enterprise (SVP))	
<input checked="" type="checkbox"/> ACH / eCheck			
Customer / Transaction Type	Fee per Transaction	Transaction Limits	Fee Model
Residential	\$0.50 per transaction	Minimum: \$5 Maximum: \$7,500,	Convenience Fee (paid by payee at processing)
Commercial	Payments up to \$25,000.00: \$0.50 per transaction	Minimum: \$5 Maximum: \$25,000	
	Payments exceeding \$25,000.00: \$0.50 per transaction + 0.15% of payment amount*	Maximum: \$100,000	
Silicon Valley Power	\$0.50 per transaction + 0.15% of payment amount	\$10,000,000	
Other Fees and Terms			
<ul style="list-style-type: none">• Chargebacks: \$4.95 per chargeback (applicable to Cards above)• Returned ACH/Check – \$1.00 per Return• One time and AutoPay – ACH and Card are available for One Time and AutoPay.• Terms Apply: Standard card and bank terms apply.• Maximum of 2 transactions for an account in twenty-four (24) hours. Maximum of 5 transactions for an account in month.• Any changes to these rules by City shall require a Change Request.			

For transaction fees in Table B1-C, Contractor may increase any and all fees related to payment services one time (at any time) each 12-month period upon 30 days written notice to City; provided that, such increase shall not exceed the higher of (i) 5% or (ii) the percentage change in the Consumer Price Index, West Region, as published by the U.S. Bureau of Labor.

Table B1-D Live Agent Services			
Description of Services	Monthly Fees	Invoice Timing	Notes
Agent Assisted Payments	Tier 1: \$4,000 per month (includes 3,000 operator minutes) \$1.50 per minute over 3,000 operator minutes	Monthly *Invoicing of monthly fees for Agent Assisted Payments shall commence upon go live of the solution.	Training and implementation included.
	Tier 2: \$5,750 per month (includes 4,500 operator minutes) \$1.50 per minute over 4,500 operator minutes		
	Tier 3: \$7,550 per month (includes 6,000 operator minutes) \$1.50 per minute over 6,000 operator minutes		

City hereby purchases from Provider and Provider hereby sells to City those certain POS devices identified in the table below, pursuant to the Point of Sale Device Terms and Conditions attached hereto.

Table B1-E Point of Sale Devices		
Device Type	Number of Devices	Fee / Device
QuickSale Q2 Ethernet or Wi-Fi No Battery Countertop (Receipt Printer In-Built; Email /Text Receipts)	2	\$700 The first two devices, as contemplated by this Table B1-E, shall be provided free of charge. Any additional devices may be purchased at the price set forth above.

City hereby purchases from Provider and Provider hereby sells to City those certain technical live support services identified in the table below, pursuant to the Terms and Conditions for Technical Live Support Plan attached hereto.

Table B1-F Technical Live Support		
Description	Term	Fees (USD)
This service provides City and its end users with access to SEW's Technical Contact Center during City's normal business hours where SEW's technical support agents will manage frontline technical inquiries directly related to SEW's Platform as described in the Terms and Conditions for Technical Live Support Plan.	Effective Date of Amendment No. 5 through January 31, 2026	Subscription Fee of \$5,900 per month (Includes 750 minutes per month) WAIVED One-time Setup Fee of \$5,900 WAIVED

Appendix A

Point of Sale Device Purchase Terms and Conditions

In addition to and without limiting any other terms and conditions set forth in the Agreement for Services between the City of Santa Clara, California, a Chartered municipal corporation (Customer) and Smart Energy Systems, LLC, dated December 22, 2018, as amended ("Agreement"), these Point of Sale Device Purchase Terms and Conditions (these "Terms and Conditions") shall govern the purchase and sale of the Point of Sale Devices ("POS Devices") identified in table B1-E of Exhibit B-1. Any capitalized terms and conditions not specifically defined herein shall have the meaning ascribed to them as defined elsewhere in the Agreement.

1. Purchase and Sale. Smart Energy Systems, LLC, dba Smart Energy Water ("Provider") hereby sells to Customer, and Customer hereby purchased from Provider, the POS Devices pursuant to these Terms and Conditions. All sales are final, and Customer shall have no right of return any POS Devices except those which are timely and properly rejected pursuant to Section 4. In the event Customer issues a purchase order or other similar instrument in connection with the Agreement or the purchase of the POS Devices, any additional terms and conditions in Customer's purchase order or similar instrument which conflict with, vary or add to the terms and conditions of these Terms and conditions shall be of no force and effect.
2. Shipping. Any shipping dates provided by Provider are approximate and subject to supplier's availability and Provider's prompt receipt from Customer of all necessary shipping information and required payments. Shipping shall be made F.O.B. (supplier's point of shipment). Provider may, in its sole discretion and without liability, make partial shipments of POS Devices. In addition to the purchase prices identified in the table B1-E of EXHIBIT B-1, Customer shall pay directly or reimburse Provider all for any and all shipping-related costs, including, but not limited to, duties, taxes and fees of any nature ("Ancillary Costs").
3. Payment Terms. If not otherwise specified in the Agreement, any all invoices shall be paid within thirty (30) days of receipt. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. Amounts payable to Provider amounts are not subject to reduction by setoff or offset. All payments to Provider shall be made in United States Dollars pursuant to Provider's written instructions. Without limiting any of Provider's rights or remedies available to it under these Terms and Conditions or otherwise at law, Provider reserves the right to suspend shipments of goods if Customer fails to make a payment within thirty (30) days of the applicable due date. Provider may also terminate Customer's Agreement upon written notice in the event Customer fails to make a payment within sixty (60) days of the applicable due date.
4. Inspection and Installation. Customer shall have five (5) days from delivery to inspect the POS Devices. Customer shall be deemed to have accepted the POS Devices for all intents and purposes unless it notifies Provider in writing of any Nonconforming Devices (as defined herein) within such time period and furnishes any supporting documentation required by Provider. "Nonconforming Devices" means only (i) POS Devices that are different from those identified in table B1-E of EXHIBIT B-1 or (ii) POS Devices' label or packaging incorrectly identifies its contents or devices that have an obvious defect, missing parts, and/or other issue. If Customer timely and properly notifies Provider of any Nonconforming Devices, Provider shall, in its sole discretion either (i) replace such Nonconforming Device with conforming POS Devices, or (ii) credit or refund the price for such Nonconforming Device, together with shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship the Nonconforming Devices to the location specified by Provider. If Provider elects to replace Nonconforming Device, Provider shall, after receiving Customer's shipment of Nonconforming Devices, ship to Customer at Provider's expense, the replacement devices. At the conclusion of the inspection period, title to any delivered POS Devices which are not timely and properly rejected as Nonconforming Devices shall immediately pass to Customer.
5. Activation. Upon acceptance of the POS Devices as contemplated by Section 4 above, Customer represents and warrants that: (i) it has received and accepts the POS Devices; (ii) the POS Devices and/or Software (as defined herein) (for example, the menu) was satisfactorily programmed; (iii) the POS Devices is in good working order; and (iv) the POS Devices was tested and is capable of performing Processing Services (as defined herein).
6. Safe Operation. Customer agrees to only operate the POS Devices in a manner consistent with any and all operating procedures set forth in the operator's manual and other written documentation accompanying or relating to the POS Devices. Customer shall not remove or modify any safety device or warning sign installed on or attached to any item of POS Device.
7. General Use and Restrictions. Customer agrees to only use the POS Devices only for their intended purpose and follow Provider's instructions regarding the use and maintenance of the POS Devices. Customer shall notify Provider immediately upon a POS Devices or Software bug, issue, or failure. "Software" means the software programs installed on or made available through use of the POS Devices. Customer shall not sell, assign, transfer, or lease the POS Devices and agrees not to remove, conceal or alter any markings, tags or plates attached to the POS Devices.

8. Taxes. Customer shall be solely responsible for all sales, use, GST, HST, VAT, excise, stamp, documentary, value added, and ad valorem taxes, license and registration fees, assessments, fines, penalties, and similar charges imposed on the ownership, possession, or use of the POS Devices by any state, local, or federal governmental or regulatory authority and shall issue, where required and requested, a valid tax exemption certificate to Provider. Customer will reimburse Provider for any of these taxes that Provider pays or advances on behalf of Customer.
9. Customer Security. Customer shall at all times remain in compliance with the applicable requirements of Payment Card Industry Data Security Standard ("PCI DSS"), including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Customer's sole cost and expense. Customer shall be solely responsible for storing and backing up Customer's data stored on the POS Devices. Provider shall have no liability to Customer for loss or destruction of Customer's data. Provider, through its payment processing affiliate, shall comply with all applicable PCI DSS requirements.
10. Certain Specifics. Customer shall be solely responsible for (i) maintaining virus protection, security, and firewall protection for all its systems, data, and overall network access, and (ii) except as set forth herein, all risk of loss, theft, damage, destruction or breach of the POS Devices from any cause whatsoever after taking possession of the POS Devices. Customer acknowledges that security and access to any POS Devices and Software located on its premises is solely the Customer's responsibility and agrees to notify Provider immediately if POS Devices is lost, destroyed, stolen, taken by any other person, or breached.
11. Certain Waivers. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST PROVIDER TO THE EXTENT ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS AND SECURITY PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO CUSTOMER'S POS DEVICES OR SOFTWARE.
12. Limited Warranty. The POS Devices are covered by the terms of Provider's Standard Parts Only Warranty attached hereto as Exhibit "A" ("Limited Warranty"). Except for the foregoing Limited Warranty, Provider makes no warranties of any kind (express or implied). THE FOREGOING WARRANTY EXPRESSLY EXCLUDES ANY POS DEVICE OR SOFTWARE WHICH HAS BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE, OR AS A RESULT OF SERVICE OR MODIFICATION BY ANYONE OTHER THAN PROVIDER OR ITS AGENT. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE POS DEVICES OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CUSTOMER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE POS DEVICES AND SOFTWARE. IN NO EVENT WILL PROVIDER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES, CAUSES OF ACTION ARISING OUT OF THESE TERMS AND CONDITIONS, OR THE PROVISION OR USE OF THE POS DEVICES, INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM OR SOFTWARE. PROVIDER DOES NOT GUARANTEE THAT THE POS DEVICES OR SOFTWARE WILL SATISFY CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. THE POS DEVICES, SOFTWARE, AND PROCESSING SERVICES ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WILL BE WITH THE CUSTOMER. CUSTOMER WAIVES ANY CLAIMS HEREUNDER AGAINST PROVIDER ARISING FROM CUSTOMER'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR FROM A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR CUSTOMER'S SYSTEMS OR DATA, OR FROM ANY UNAUTHORIZED ACCESS TO CUSTOMER'S SYSTEMS. PROVIDER FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS FROM CUSTOMER'S DECISION TO USE A PARTICULAR INTERNET SERVICE PROVIDER OR CUSTOMER'S ABILITY TO CONNECT TO THE INTERNET. CUSTOMER ACKNOWLEDGES THAT ITS ABILITY TO ACCESS DATA, RECEIVE REMOTE TECHNICAL SUPPORT, AND OPERATE THE POS DEVICES, MAY BE AFFECTED BY PROBLEMS WITH CUSTOMER'S INTERNET CONNECTIVITY. ANY SUCH PROBLEMS ARE OUTSIDE OF PROVIDER'S CONTROL. CUSTOMER WAIVES ANY CLAIMS IT MAY HAVE AGAINST PROVIDER DUE TO CUSTOMER'S INABILITY TO ACCESS DATA OR CONNECT TO THE INTERNET WHICH IS BASED ON OR ARISING OUT OF ANY OF THE FOREGOING REASONS.
13. Additional Exclusions. In addition and without limiting anything herein, the Limited Warranty expressly excludes any damage to the POS Devices which are the result of any of the following: accident or misuse, damage resulting from smashed or cracked units or screens, extraneous materials (e.g., hair, dust, soil) in the interior of a POS Device, contact with liquids, missing unit covers, fire damage, dents and broken plastic on ports or other visible damage, defects cause by any undue external influence (e.g. temperature, dropping

- the device), defects cause by use contrary to the operating documentation, and/or defects caused by use of the POS Device in combination with any third party software or device.
14. Covered Support and Maintenance. In the event Customer becomes aware of an issue potentially covered by the Limited Warranty, Customer shall initiate a support ticket pursuant to Provider's then-current Standard Support Plan (a copy of which is available upon request). Once a ticket is created, Provider will remotely investigate, and if the matter is covered by the Limited Warranty (a "Covered Matter"), commence resolving the Covered Matter. Customer agrees to provide any reasonable assistance and otherwise comply with Provider's reasonable instructions, including, but not limited to, shipping the POS Devices to designated locations for repair and/or replacement. Provider agrees to use its commercially-reasonable efforts to comply with the Service Level Agreements set forth in the Standard Support Plan.
 15. Uncovered Support and Maintenance. If damage or defects to the POS Devices are not covered by the Limited Warranty and Provider agrees to perform any maintenance, additional fees for the processing, repair, or replacement of the POS Devices shall apply.
 16. Financing Statement. Customer authorizes Provider to file Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the POS Devices for so long as any amounts are due by Customer to Provider. Customer shall not file any corrective or termination statements or partial releases with respect to any such filings or recordings filed by Provider in connection with the POS Devices except (i) if Provider fails to file a corrective or termination statement or release on request from Customer after the expiration of the term or earlier termination or (ii) with Provider's consent.
 17. Provider's Termination Rights. In addition to and without limiting Provider's other rights, Provider may, without notice, suspend or terminate (a) Customer's access to the Processing Services or (b) terminate the Agreement for any of the following reasons: (i) material breach of the Agreement or these Terms and Conditions; (ii) unlawful or unauthorized use of the POS Devices or Processing Services; (iii) unauthorized modification of the POS Devices or installation of unauthorized third-party software; (iv) failure or refusal to pay fees or charges on time; and/or (v) insolvency or bankruptcy. Provider may, in its sole discretion, withhold Customer's funds derived from use of the Processing Services in order to satisfy all fees and charges incurred under the Agreement.
 18. Effect of Termination. In the event the Agreement is terminated, regardless of cause, Provider may withhold and discontinue the disbursement for all transactions in the process of being collected and deposited. Customer shall return all Provider property, forms, or equipment. All obligations for transactions prior to termination (including payment for chargebacks) survive termination. Provider shall not be liable to Customer for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Provider will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Provider.
 19. Limitation of Liability. PROVIDER AND PROVIDER'S AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE TO CUSTOMER OR CUSTOMER'S OWNERS, PARTNERS, SHAREHOLDERS, AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, OR ASSIGNS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER OR INADEQUATE TAXES CHARGED), OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY ARISING OUT OF THESE TERMS AND CONDITIONS, OR CUSTOMER'S USE (OR INABILITY TO USE) THE POS DEVICES OR SOFTWARE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL CUSTOMER BE ENTITLED TO RECOVER OR COLLECT ANY DAMAGES IN EXCESS OF THE FEES PAID TO PROVIDER DURING THAT CERTAIN THREE (3)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF CUSTOMER'S CLAIM OF INJURY OR DAMAGE. IN NO EVENT SHALL PROVIDER OR PROVIDER'S AFFILIATES (INCLUDING PARENTS, SUBSIDIARIES, AND OTHER RELATED ENTITIES), SUCCESSORS, OR ASSIGNS, BE RESPONSIBLE FOR ANY LIABILITY OR DAMAGE INCURRED AS A RESULT OF DOWNTIME OF THE POS DEVICES OR SOFTWARE.
 20. Offset and Attorney's Fees. Provider shall have the right to recoup, offset, and/or deduct any outstanding or uncollected amounts owed to Customer against any amounts Provider would otherwise be required to pay to Customer. If any action at law or in equity is necessary to enforce the terms of these Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.
 21. Third Party Services. The Processing Services may contain links or otherwise utilize Third Party Services (as defined herein). "Third Party Services" means services, products, or application provided by any person or entity other than Provider. Customer shall be responsible for reviewing and understanding any terms and conditions associated with the Third Party Services.
 22. Exclusivity. Provider shall be Customer's exclusive provider of the Processing Services during the term identified in the Agreement. "Processing Services" means Provider's credit, debit, electronic payment, and

- gift card processing services whether or not processed through the POS Devices. Customer shall not use credit, debit, electronic payment, or gift card processing services from any other provider except Provider.
23. Software Updates. Provider may, in its sole discretion update or require updates to the Software. Provider shall maintain consistent with the user guides and other similar documentation, the base line functionality of the Software.
24. General. Sections 7 through 13, 18 through 20, and 24 of these Terms and Conditions, as well as any other provision that, in order to give proper effect to its intent, shall survive expiration or termination of the Agreement. All rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Notwithstanding the previous sentence, the parties intend that Customer's rights under with respect to Sections 4 and 12 are Customer's exclusive remedies in connection therewith. In the event of an express conflict between these Terms and Conditions and terms and conditions elsewhere in the Agreement or other agreement between the parties with respect to the subject matter hereof, these Terms and Conditions shall control.

APPENDIX B

STANDARD PARTS-ONLY WARRANTY

LIMITED PARTS-ONLY WARRANTY

Subject to the exclusions from coverage set forth in the Terms and Conditions above and those set forth hereinbelow, Provider warrants that (i) except for the battery, the terminal of a POS Device shall be free from any defects in materials or workmanship in accordance with the Provider's or its supplier's published specifications, if any, for a period of eighteen (18) months from delivery and (ii) the battery of the POS Device shall be free from any defects in materials or workmanship in accordance with the Provider's or its supplier's published specifications, if any, for a period of six (6) months from delivery (as applicable, the "Warranty Period").

If, during the Warranty Period, a POS Device becomes defective in a manner inconsistent with the above limited warranty, Provider will, upon written notice of the defect received during the Warranty Period, either repair or replace, at Provider's election, the defective POS Device. Provider's sole obligation under this Warranty shall be to repair or replace the non-conforming products. The Warranty covers both parts and factory labor necessary to repair the defective POS Device but does not include any on-site labor costs related to diagnosis, removal, replacement, installation or repair of the defective POS Device or reinstalling the repaired or replacement POS Device.

If a replacement is not commercially practicable or cannot be provided timely, then Provider may choose, in its sole discretion, to provide a credit for the materially defective POS Device. The value of the credit shall be the replacement value of such product. A product will be considered to have a material defect or to be materially defective only if such product, when properly installed and under normal usage conditions, is unable to perform the payment processing services due to a flaw in workmanship, within the applicable Warranty Period, and is returned.

POS Devices that are found by Provider to be out-of-warranty or otherwise ineligible for warranty service will be returned, repaired or replaced at Provider's standard fees.

Customer acknowledges that replacement parts or POS Devices provided by Provider under the Warranty may be remanufactured or reconditioned parts or POS Devices or, if the exact POS Device is no longer available, a POS Device with substantially similar functionality may be provided. Any replacement parts or POS Devices so furnished will be warranted for the remainder of the original Warranty Period or ninety days from the date of delivery of such replacement parts or POS Device, whichever is later.

The Warranty on the POS Devices shall not apply to defects or service repairs resulting from the following:

- (i) Improper site preparation or maintenance, improper installation, cosmetic damage such as scratches and dents, or normal aging.
- (ii) Abuse, vandalism, damage or other problems caused by accidents, misuse or negligence (including but not limited to physical damage from being struck), or use of the POS Device in a way other than as specified in the applicable Provider documentation.
- (iii) Installation, alteration, disassembly, modification or relocation of the POS Device that was not approved in writing by Provider or performed by Provider.
- (iv) Use of the POS Device with software, interfacing, parts or supplies not supplied by Provider.
- (v) Damage as a result of extreme power surge, extreme electromagnetic field or any acts of nature.
- (vi) Any other causes beyond the control of Provider.

NO AGENT OF PROVIDER IS AUTHORIZED TO ALTER OR EXTEND THE WARRANTY OBLIGATIONS OF PROVIDER. THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

In order to submit a claim under this Warranty, customer must contact Provider to receive a Return Material Authorization ("RMA") number. Provider will arrange for a replacement part to be shipped to Customer and will provide a return label for returning the original product. If Customer fails to return the original product within ten (10) days of receipt of the replacement unit, Customer shall be charged the then-current price for the replacement unit.

Appendix C

Terms and Conditions for Technical Live Support Plan

In addition to and without limiting any other terms and conditions set forth in the Agreement for Services between the City of Santa Clara, California and Smart Energy Systems, LLC", dated December 22, 2018, as amended ("Agreement"), these Terms and Conditions for Technical Live Support Plan (these "Terms and Conditions") shall govern the purchase and sale of the technical live support services identified in table B1-F of Exhibit B-1. Any capitalized terms and conditions not specifically defined herein shall have the meaning ascribed to them as defined elsewhere in the Agreement.

1. **Service.** The Technical Live Support (Service) to be provided by Provider consists of handling and resolving inbound customer service inquiries directly related to Provider's platform (as further described in Section 11 below) which are routed via Customer's network platform to Provider's Technical Support Contact Center ("Technical Calls"). The provision of the foregoing shall be referred to as the "Services." Any and all technical support matters not expressly included in the scope of the Services shall be reported, addressed, and governed pursuant to Provider's Product Support Desk ticketing system to be resolved according to the service level agreements and terms and conditions of Provider's Standard Support Plan.
2. **Commencement and Call Routing.** The Service commences with Go-Live (as contemplated in Customer's statement of work) when end users have access to the end user portal and continues for the duration of the subscription to the Service. Provider will establish a direct call number for Technical Contact Center support which shall be integrated into the Customer's call center workflow.
3. **Hours and Staffing.** Provider shall provide all live agent support necessary to perform the Services during Customer's normal business hours. Provider shall be solely responsible for hiring, managing, and compensating all agents in its Technical Support Center. The Services are provided in English only.
4. **Charges for Services.** Usage of Services is measured and billed in 30-second increments and all call times are rounded up to the next 30-second increment, so that, for example, if a call is 110 seconds long, it will be billed as 120 seconds.
5. **Monitoring.** Without prior notice to Customer, Provider shall have the right to monitor and record the Technical Calls to the extent permitted by law.
6. **DISCLAIMER OF WARRANTIES.** PROVIDER MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY MANNER WHATSOEVER IN CONNECTION WITH THE SERVICES OR RELATING TO THE AVAILABILITY, QUALITY, RELIABILITY, SUITABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **Certain Limitations.** The Services are subject to transmission limitations caused by failures in third party telephone, satellite, internet, and/or wireless carriers, scheduled or emergency maintenance, and/or other factors out of Provider's direct control. Customer agrees that Provider shall not be liable for any disruptions in connection with the foregoing and is not required to notify Customer of any of the foregoing.
8. **Class Action Waiver.** Customer waives for itself and on behalf of its end users, any right to commence or participate in any class action lawsuit against Provider and where applicable, agrees to opt out of any class action proceeding against the Provider.
9. **Privacy Policy.** Provider will handle any Personal Information (as defined in the SEW Technical Contact Center Privacy Policy) in a manner consistent with the then-current policy (a copy of which is attached hereto). Customer for itself and on behalf of its end users, hereby agrees that Provider may use Personal Information to (i) perform the Services; (ii) internally improve Provider's products and services; and/or (iii) create aggregated and/or anonymized data therefrom.
10. **Feedback.** Customer for itself and its end users hereby grants Provider a perpetual, irrevocable, unrestricted, worldwide, royalty-free right and license, to use, exploit, and/or commercialize any Feedback (as defined herein) in any way. "Feedback" means any suggestions, comments for enhancement or functionality or any other feedback regarding Provider's products or services.
11. **Technical Calls.** The Service provides first-line technical support including interactions with Customer's end users and customer service representatives as further described in Section 11.1.
- 11.1. The scope of the Service is limited to the calls for technical issues related to Provider's applications and shall not include the customer service related to an end user's utility service account. For avoidance of doubt, the Technical Calls include, but are not limited to questions regarding:
 - Registration assistance (no copy/paste functionality)
 - Login issues
 - Basic browser assistance, changing browsers, autofill issues, locating the portal
 - Password issues, password resets
 - Username issues and changes
 - Account activation issues, resending activation emails, correcting incorrect email addresses preventing activation email to be delivered
 - Portal Navigation
 - How to pay a bill pre-login and post login
 - Add and Delete Payment Method
 - Setup Guest User accounts
 - Enroll in Auto Pay
 - Provide information on all registration page icons including explaining FAQs
 - Contact Us and Connect Me instructions
 - Navigate Usage and Compare modules and set Usage Notifications
 - Directions to navigate to Services forms (Move In/Move Out)
 - Changing the language from English to Spanish and from Spanish to English

- Customer questions on how to Sign up for E-Bills and signing up for Notification preferences
 - Mobile app questions, including downloading the app, verifying app version, functionality of the app including all the above.
- 11.2. Technical Calls do not include software incident and problem management and/or utility customer service requests related to account management including but not limited to
 - Queries about bill details, amounts, penalties, and due dates
 - Rates and Fees
 - Explanation or queries related to usage and comparisons.
 - Meter read dates and meter reads
 - Any data displayed except username, password, security questions, E-bill election, notification preferences
 - Turn Offs for non-payment
 - Service restoration requests
 - Maintenance or repair requests
 - Conservation and utility program related queries
 - Customer service complaints
 - Map or location information
 - Any collections activity
 - Delinquency related issues or any payment arrangements or agreements
 - Moves questions (Move In/Move Out, Tenant questions, Owner questions)
 - Questions about service address, mailing address, forwarding address or previous customer address.
 - Questions about phone numbers or any other customer contact information
 - Questions about utility programs, education, tips, conservation, or any other utility services
 - Any changes to customer information on accounts
- 11.3. Software support issues that require advanced technical and system administration responsibilities, application log access, database access, or other code-related troubleshooting shall be escalated and reported to Provider's Product Support Desk ticketing system to be resolved according to the service level agreements in Provider's Standard Support Plan based on criticality and impact.
- 12. **Exclusions.** For the avoidance of doubt, Technical Calls do not include any instances contemplated by Section 7 of Provider's Standard Support Plan and Provider shall have no obligation provide technical support under these terms and conditions and/or the Standard Support Plan for such instances.

Appendix D

SEW TECHNICAL CONTACT CENTER PRIVACY POLICY

Last Updated: August 2023

Provider takes the privacy of its customers and its customers' end users ("User", "you" and "yours") seriously. This policy outlines Provider's policies on the privacy of Personal Information (as defined herein) that Provider may collect via the internet and/or during the delivery of the Services. Capitalized terms but specifically not defined herein shall have the meaning ascribed to them in the applicable agreement, order form, and/or terms and conditions.

As used in this Privacy Policy, "Personal Information" means information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, such as:

- Identifiers (e.g., name, address, telephone number, email address, username);
- Sensitive personal information (e.g., government identification number; racial or ethnic origin; religious beliefs; health information; contents of messages when Provider is not the recipient);
- Protected classification information (e.g., race, citizenship, marital status, medical condition, sex, sexual orientation, veteran or military status);
- Biometric information (e.g., voice, keystrokes, behavioral or biological characteristics);
- Internet or other similar activity (e.g., browsing history, content interactions);
- Employment-related information (e.g., current or past employment);
- Non-public educational information, including information protected under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99);
- Commercial information (e.g., products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies); and
- Inferences drawn from Personal Information to create a profile about preferences, characteristics, trends, predispositions, behavior, attitudes, intelligence, and aptitudes.

Personal Information does not include (i) publicly available information; (ii) aggregate information, meaning data about a group or category of services or users from which individual identities and other Personal Information has been removed; or (iii) deidentified information that cannot be easily linked back to the individual. Provider may collect Personal Information (a) in connection with the provision of the Services; (b) with Customer's and/or an end user's consent; (c) if Provider has a legitimate interest in doing so; and/or (d) as authorized or required by law. Personal Information as used herein includes Personal Data as defined by applicable law. Provider collects Personal Information from the following and other sources:

1. Consumers. Provider may interact with Users who call, text, message, or communicate with Provider and may collect and use Personal Information from Users via phone, text, chat, text-to-chat, email, SMS, MMS, or other channels as needed to provide the Services.
2. Customers. Provider may collect and use Personal Information when submitted via the mobile application, customer portal, or other software, such as account profile information and any Personal Information included in communications with Provider related to your subscription and/or Provider's products and/or services. Note that you are solely responsible for ensuring you are authorized to share Personal Information with Provider for any purpose. Provider reserves the right to refuse your instructions to collect or process Personal Information about another individual without their consent or in a manner or for a purpose that Provider determines violates others' privacy or publicity rights, and such instructions may result in termination of Services. Provider is not responsible for the privacy practices of you or any third party.
3. Inquiries. If you contact Provider as a potential new User or for any other reason, Provider may collect Personal Information from you to respond to your inquiry if you request information about Provider's products and services, through an online form, via chat, by text, email, or by phone. Where state law allows, if you participate in a phone call with a member of Provider's team, such call may be recorded. Provider engages in call recording for quality monitoring, and training, to improve its services, and for other internal business purposes. If you are in a state that requires notification, you will be notified if your call is being recorded. By staying on the line after receiving the notification, you consent to the call recording. If you do not consent to call recording, you may end the call or ask not to be recorded.

SECURITY

When you submit sensitive information on the Platform, your information is protected both online and offline. If Provider asks you to enter information, such as a credit card number and/or a social security number, that information is encrypted using SSL. While on a secure page, the lock icon on the bottom of Web browsers such as Microsoft Internet Explorer becomes locked, as opposed to unlocked, or open, when you are just "surfing."

While Provider uses SSL encryption to protect sensitive information online, it also protect your information offline. All of your information, not just the sensitive information mentioned above, is restricted in Provider's offices. Only employees who need the

information to perform a specific job (for example, billing staff or a customer service representative) are granted access to Personal Information. Provider's employees are kept up-to-date on security and privacy practices.

WEB SERVER LOG FILES

Provider may use IP addresses to analyze trends, administer the Platform, track Users' movements, and gather broad demographic information for aggregate use. IP addresses are not linked to Personal Information.

SHARING

We may disclose Personal Information for a business purpose to:

- **Affiliates.** Provider works closely with its affiliated companies ("Affiliates") to identify mutual or shared customers and offer enhanced, integrated, or co-branded services. If you use an integrated Affiliate service with Provider's products and/or services, Provider may disclose Personal Information to the applicable Affiliates. For example, Provider may share Personal Information for customer support purposes, marketing, or technical operations.
- **Service Providers.** Vendors that provide Provider with services ("Service Providers") may receive Personal Information to perform their contractual obligations to Provider. Service Providers include but are not limited to telecom providers, marketing companies, IT service providers, billing processors, and email and data hosting providers. For example, Provider may share identifiers to register your phone number or SMS campaign with its' telecom provider, subject to their terms and conditions. Provider requires all Service Providers to maintain confidentiality standards that are commercially reasonable to ensure the security of your Personal Information. The type of information that Provider provides to a Service Provider will depend on the service that they provide to Provider.
- **Law Enforcement and Other Governmental Agencies.** Additionally, if, in Provider's sole discretion, then it may disclose Personal Information to law enforcement.
- **Other Third Parties.** As permitted by applicable law, Provider may disclose Personal Information collected to other third parties, for example: (i) if Provider goes through a business transition (e.g., merger, acquisition, or sale of a portion of Provider's assets); (ii) to comply with a legal requirement or a court order; (iii) when Provider believes it is appropriate in order to take action regarding illegal activities or prevent fraud or harm to any person; (iv) to exercise or defend Provider's legal claims; or (v) for any other reason with your consent.
- **Aggregated and Deidentified Information.** Provider reserves the right to share aggregated, anonymized, or deidentified information for marketing, advertising, research or other purposes, without restriction.
- **Provider shall comply with applicable State and Federal laws, including but not limited to, consumer privacy, and data privacy laws, rules, and regulations, as they now exist or may hereafter be amended or changed.**

CHANGES

Provider may change this policy at any time and without notice. Please check Provider's website to ensure you have the most recent version of this policy.