

## STATEMENT OF WORK

## Tele-Works, Inc.

SOW No. 8020

Date: August 13, 2013

## CONTACT INFORMATION

Agency: Round Rock, TX

Contact: Irma Mendoza

Phone: (512) 218-5465

Account Manager: John Schott

Phone: (540) 953-2631 x470

**Summary Description: Hosted utilityworks™ Utility Bill Payment IVR (Transaction Pricing)**

## DESCRIPTION OF PRODUCTS AND SERVICES

This Statement of Work (SOW) describes the functionality and features of products and services for Round Rock, TX (the "Agency") and the integration to its Incode Utility Billing installation.

**Hosted utilityworks IVR**

The *utilityworks* IVR application will integrate with the Agency's Incode Utility Billing database via an Incode Web Services Application Program Interface (API). The API must be installed on a Web server within the Agency's data center and connected to the Agency's Database. The Web services API must be accessible to Tele-Works hosted platform through the Internet. Tele-Works will also install middleware software to work with the API as well as providing reporting and administrative configuration on the Agency Web server. The Agency will be responsible for obtaining the API and coordinating its installation and maintenance.

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

*Utilityworks* allows users to make a payment on their account by credit card or check and receive a *utilityworks*-generated confirmation number. The Agency will be provided with a log of all payments accessible through a Web-based administration tool. The Agency will be responsible for obtaining and maintaining a Tele-Works approved Internet payment gateway to facilitate real-time authorizations for credit cards and to facilitate the processing of check payments (current approved gateways are CSI, Authorize.NET, or PayFlow PRO). Internet payment gateways natively supported by *utilityworks* are CSI, Authorize.NET, or PayFlow PRO. Other approved payment gateways can be supported for an additional setup fee.

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

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

## TERMS AND CONDITIONS

**Full Agreement.** This SOW constitutes the full agreement and contract between the parties per the terms and conditions contained herein.

**Contract Commitment / Termination.** By agreeing to the terms of this SOW, the Agency is making a 48-month commitment ("Commitment Period") to use the Tele-Works hosted services as they are defined in this SOW. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event of such termination, Customer's entire financial obligation to Tele-Works shall be for then accrued payments due.

**Pricing / Payment Terms.** The Agency will pay the fees listed in this SOW as follows. Tele-Works Terms are NET 30.

- Tele-Works will invoice the Customer monthly for all approved payments made through the IVR system at the price of \$1.50 per approved payment.

**General.** Agency shall be solely responsible for, and Tele-Works is not liable for Agency's failure in, (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Tele-Works Hosted Platform and Hosted Subscriber Services in accordance with the documentation provided by Tele-Works and all applicable protocols and requirements of the Tele-Works Hosted Platform and (b) providing any connections necessary to communicate with the Tele-Works Hosted Platform. *Alertworks* e-mail broadcasts requires relaying (secured) through the Agency's SMTP server.

**Support for Hosted Subscriber Services:** “Hosted Subscriber Services” shall mean IVR and web services where Tele-Works delivers the application and functionality as a service from Tele-Works’ web or IVR hosting centers. During the Term, Tele-Works shall be responsible for providing support to Agency with regard to the Hosted Subscriber Services according to Tele-Works prevailing Product and Services Support Policy. Agency shall be responsible for providing support to its end users with regard to the Hosted Subscriber Services. Tele-Works reserves the right to discontinue provision of support and maintenance on Products and Services according to the termination clause in this Agreement.

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

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

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

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

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

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

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

_____	_____	_____	_____
Agency Signature	Date	Tele-Works Signature	Date
_____		PO Box M	
_____		Blacksburg, VA 24063	
_____			
_____			
Agency Billing Address			