

Aazly Services Agreement

WHEN YOU CLICK A BOX INDICATING ACCEPTANCE OF THIS AGREEMENT OR WHEN YOU EXECUTE AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU, THE ENTITY ENTERING THIS AGREEMENT (“CLIENT”), AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ACCEPT THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

This Aazly Services Agreement (“Agreement”) is a binding agreement between Aazly, Inc. (“Aazly”) and the Client identified in an order document that references this Agreement (“Order Form”) or the Client who accepts the terms of this Agreement via click-through acceptance. Client agrees that the terms of this Agreement will govern Client’s use of the Services (as defined in Section 1).

This Agreement includes two parts: (1) this Agreement, and (2) the Service Level Agreement (“SLA”), each available at www.aazly.com/legal.

1. Services.

1.1 Aazly Services. Aazly provides a software-as-a-service platform that allows Client — a water, irrigation, or other utility district or similar entity — to manage utility billing, service accounts, and related customer account functions, and to make such functionality available to Client’s ratepayers and customers (“Customers”) (collectively, the “Services”). The Services may consist of the following elements, as identified in an Order Form:

a. Platform. Aazly’s proprietary software-as-a-service platform, including the software, features, functionality, hosting, and related components made available to Client to manage service accounts, process billing, and provide Customers with access to their accounts (the “Platform”);

b. Website. If Client purchases website services, Aazly will provide hosting and maintenance of a Client-branded website, as specified in the applicable Order Form; and

c. Support. Aazly may provide support in connection with Client’s use of the Services, as described in Section 4 below.

1.2 Client Account Creation; Users. To access and use the Services, Client must create an account (“Account”). Client will provide information about individuals who are authorized to access and use the Platform on behalf of Client (“Authorized Users”). Client may also enable Customers to register for and access the Platform to view or pay bills. Client determines the type of information collected from Customers and the purpose for which it is collected and used. Client is responsible for the acts and omissions of its Authorized Users and Customers, including any breach of this Agreement.

1.3 Intellectual Property; Licenses and Ownership.

a. Aazly’s Platform and License. Aazly grants to Client, for the Term (as defined in Section 5.1), a revocable, non-exclusive, non-transferable, limited license to access and use the Platform solely to manage Client’s service accounts and Customers, subject to the restrictions and limitations set forth in this Agreement.

b. Client Data. As between Client and Aazly, Client owns all right, title and interest in and to the Client Data. “Client Data” means the billing, account, and Customer information submitted by or on behalf of Client to the Platform. Client hereby grants Aazly a worldwide, non-exclusive, non-sublicensable, royalty-free license to use, reproduce, store, transmit, and process Client Data solely to provide the Services. Except as necessary to provide the Services (including through the Payment Processor described in Section 2) or in de-identified, aggregated form as described in Section 1.3(e), Aazly will not sell or share Client Data with third parties for those third parties’ own purposes. Following termination or expiration of this Agreement, upon Client’s written request, Aazly will make commercially reasonable efforts to make Client Data available to Client.

c. Aazly's Intellectual Property. As between Aazly and Client, Aazly owns and retains all right, title, and interest in and to the Services, the Platform, and all underlying software, source code, technology, infrastructure, and know-how, and all improvements, modifications, and derivative works thereof (collectively, "Intellectual Property"). Except for the limited license granted herein, nothing in this Agreement transfers to Client any right in or to the Intellectual Property.

d. Feedback. Any feedback, comments, or suggestions Client provides regarding the performance, functionality, or operation of the Services ("Feedback") will be the sole and exclusive property of Aazly. Client hereby irrevocably assigns to Aazly all right, title, and interest in and to such Feedback.

e. Aggregated Data. Aazly may collect, use, and retain data derived from Client's and Customers' use of the Services in de-identified or aggregated form for Aazly's own business purposes, including improving, securing, and marketing the Services. Aazly owns all right, title, and interest in and to such aggregated or de-identified data.

2. Payment Processing.

The Services may facilitate the collection of payments from Customers through Stripe or another third-party payment processor designated by Aazly ("Payment Processor"). Aazly does not itself store, process, or transmit any credit card, bank account, or other payment card information; all such payment data is collected and handled directly by the Payment Processor, which maintains its own applicable compliance certifications (including, where applicable, the Payment Card Industry Data Security Standard). All payment processing is performed by the Payment Processor. The Payment Processor is not offered, controlled, or provided by Aazly. Aazly does not control, and is not responsible or liable for, how the Payment Processor transmits, accesses, processes, stores, uses, or provides data, or for any updates, modifications, outages, delivery failures, corruption of data, loss of data, or discontinuance of service by the Payment Processor. Aazly expressly disclaims all liability related to or arising from the Payment Processor, including Client's or any Customer's use thereof. Client's and Customers' use of the Payment Processor is subject to the Payment Processor's own terms and conditions, and Client is solely responsible for ensuring Client's and its Customers' compliance with those terms.

3. Client Obligations; Security.

3.1 Client is responsible for the Client Data, including the accuracy, quality, and legality of the Client Data and the means by which Client created, collected, or acquired the Client Data. Client represents and warrants that the Client Data will not (a) infringe any third-party right, including rights in patent, trademark, copyright, or trade secret, or (b) breach any right of any third party, including any right existing under applicable data protection or utility regulation law. Client represents and warrants that it will comply with all applicable local, state, and federal laws, rules, and regulations in connection with its access and use of the Services, including those related to data privacy, utility billing, and consumer protection.

3.2 Client agrees not to: (a) use any robot, spider, scraper, or other automated tool to search, access, acquire, copy, or monitor any portion of the Services; (b) attempt to decipher, decompile, disassemble, or reverse-engineer, or otherwise attempt to discover the source code of, any software comprising or making up any part of the Services; (c) attempt to probe, scan, or test the vulnerability of the Services or any related system or network, or breach, impair, or circumvent any security or authentication measure protecting the Services; (d) resell, sublicense, timeshare, or otherwise share the Services or data extracted from the Services without Aazly's prior written consent; or (e) access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purpose.

3.3 Security; Data Breach Responsibility. Aazly will maintain reasonable administrative, technical, and physical safeguards designed to protect Client Data against unauthorized access, use, or disclosure. As between Client and Aazly: (a) Aazly is responsible for any data breach or unauthorized access to Client Data arising from Aazly's own infrastructure, application, or security controls, and will notify Client without undue delay after confirming any such breach; and (b) Client is responsible for any data breach or unauthorized access resulting from the compromise of an Authorized User's or Customer's credentials, including through phishing, social engineering, or other means directed at Client's personnel or Customers,

or from Client's failure to safeguard access to the Services, and Aazly will have no liability for any such breach.

4. Support.

Aazly will use reasonable efforts to respond to support requests submitted by Client within two (2) business days. Support requests must include a reasonably detailed description of the issue. Aazly does not currently offer tiered, severity-based, or guaranteed response-time support levels; this Section may be updated by Aazly from time to time as its support offerings develop.

5. Term & Termination.

5.1 Term. This Agreement begins on the Effective Date and remains in effect for the term specified in the applicable Order Form (the "Initial Term"). The Initial Term will automatically renew for successive terms of the same length unless Aazly or Client provides the other party with written notice of non-renewal at least 30 days prior to the end of the Initial Term or the applicable renewal term, or either party terminates this Agreement under Section 5.2 or 5.3. The Initial Term plus any renewal term(s) are, collectively, the "Term."

5.2 Termination for Breach. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party's written notice thereof. Aazly may suspend or discontinue the Services in the event of a breach of this Agreement by Client.

5.3 Termination for Bankruptcy. This Agreement will terminate immediately, upon written notice, if (a) either party is declared insolvent or adjudged bankrupt by a court of competent jurisdiction, or (b) a petition for bankruptcy or reorganization or an arrangement with creditors is filed by or against that party and is not dismissed within 60 days.

5.4 Effect of Termination. Upon any termination or expiration of this Agreement: (a) all rights and licenses to access the Services will immediately terminate; (b) Client will pay any Fees due and payable; and (c) upon request, each party will return to the other or delete the Confidential Information of the other party.

5.5 No Refunds. Unless otherwise agreed by the parties in a written amendment referencing this Agreement or in the Order Form, the Fees paid or payable are non-cancellable and non-refundable.

5.6 Survival. Any provisions that by their sense and context are intended to survive termination or expiration will survive, including Sections 3, 6, 7, 8, 9, 10, 11, and 12.

6. Fees & Payment.

6.1 Client will pay the fees for the Services ("Fees") as set forth in the applicable Order Form, including the amount, billing frequency, and payment terms, each as defined in the Order Form.

6.2 Additional Service Accounts. If Client requests additional service accounts during the Term, Aazly will bill such additional accounts as additional Fees at Aazly's then-current per-account rate, beginning on the date the accounts are added. The quantity of service accounts specified in an Order Form is fixed for the Term and is not adjusted or reconciled at renewal or otherwise, except by execution of a new or amended Order Form.

6.3 If Client disputes any Fees, Client must notify Aazly within 30 days of the date of the applicable invoice. Invoices not disputed within that period will be deemed accepted by Client. Aazly may charge a late fee of 1.5% per month, or the maximum rate permitted by applicable law, whichever is less, on any Fees not paid when due, and may suspend Client's access to the Services if Client fails to pay Fees when due.

6.4 If any amount due by Client under this Agreement is 30 or more days overdue, Aazly may, without limiting any other rights or remedies available to Aazly, accelerate Client's Fee obligations such that all Fees become immediately due and payable, and may suspend the Services until such amounts are paid in full.

6.5 Fee Increases. Aazly may increase the Fees for any renewal term. Aazly will communicate any proposed increase in writing at least 60 days before the applicable renewal term begins. Any such increase will not exceed the greater of (a) the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. city average), as published by the U.S. Bureau of Labor Statistics, over the trailing 12 months, or (b) five percent (5%).

7. Taxes.

All Fees payable by Client are exclusive of taxes or similar assessments. Client is responsible for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable hereunder, other than taxes imposed on Aazly's income.

8. Confidentiality.

8.1 "Confidential Information" means (a) the non-public information of either party, including trade secrets, product plans, present or future developments, customers, designs, costs, prices, finances, marketing plans, business opportunities, software, personnel, research, development, or know-how, (b) any information designated by either party as "confidential" or "proprietary," (c) the terms of this Agreement, and (d) non-public Client Data. "Confidential Information" does not include information that: (i) is in, or enters, the public domain through no breach of this Agreement by the receiving party; (ii) the receiving party lawfully receives from a third party without restriction on use or disclosure; (iii) the receiving party knew prior to receiving it from the disclosing party; or (iv) the receiving party develops independently without reference to the Confidential Information.

8.2 Each party agrees that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement, and will use at least a reasonable degree of care to protect the confidentiality of the other party's Confidential Information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted, gives reasonable notice to the disclosing party; or (ii) to its agents, representatives, subcontractors, or service providers who have a need to know such information and are bound by confidentiality obligations at least as restrictive as those in this Agreement.

9. Aazly Representations and Warranty Disclaimer.

9.1 Aazly represents and warrants that it has the right and authority to enter into this Agreement and that performance of its obligations will not breach or conflict with any other agreement to which Aazly is a party.

9.2. WARRANTY DISCLAIMER; NO GUARANTEE. EXCEPT AS SET FORTH ABOVE, AAZLY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES, INCLUDING ANY INFORMATION OR MATERIALS PROVIDED OR MADE AVAILABLE BY AAZLY. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." AAZLY HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AAZLY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE OR ERROR-FREE. AAZLY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC

COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF AAZLY. THE SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING ANY APPLICATION IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE.

10. Indemnification.

10.1 Client Indemnification. Client will defend, indemnify, and hold harmless Aazly, its officers, directors, employees, and agents, from and against all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to Client Data, Client's or its Customers' use of the Services, or Client's breach of Section 3 or Section 8 of this Agreement. Aazly will (a) provide Client with prompt written notice upon becoming aware of any such claim, except that Client will not be relieved of its indemnification obligation unless it is actually prejudiced by Aazly's failure to provide such notice; (b) allow Client sole and exclusive control over the defense and settlement of any such claim, provided that Client will not enter into any settlement requiring an admission of liability by, or imposing any obligation on, Aazly (other than an obligation to stop using the Services subject to the claim) without Aazly's prior written consent; and (c) if requested by Client, and at Client's expense, reasonably cooperate with the defense of the claim.

10.2 Aazly Indemnification. Aazly will defend, indemnify, and hold Client harmless from third-party claims arising from a claim that the Platform infringes any United States patent, trademark, or copyright; provided that Client (a) provides Aazly with prompt written notice of any such claim, (b) allows Aazly sole and exclusive control over the defense and settlement of the claim, and (c) reasonably cooperates with Aazly in the defense of the claim. Aazly will not be liable for any claim arising from: (i) custom developments, content, or functionality provided to Client; (ii) any modification of the Services by Client or a third party; (iii) the combination of the Services with technology not provided by Aazly; or (iv) Client's failure to use an updated or modified version of the Services made available by Aazly. Except as set forth in Section 11.1(b), this Section 10.2 states Client's sole remedy, and Aazly's sole obligation, with respect to claims of infringement.

11. Remedies and Limitation of Liability.

11.1. Remedies.

a. In the event of a breach of the performance warranty under Section 9.1, or a breach of the SLA, Aazly will use commercially reasonable efforts to provide Client with an error correction or work-around that corrects the reported non-conformity. The foregoing remedy is Client's sole and exclusive remedy for such a breach.

b. If the Services become subject to a claim of infringement, Aazly may, in its sole discretion, either (i) procure for Client the right to continue using the Services, (ii) modify the Services so that they are non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible in Aazly's reasonable opinion, terminate the applicable Service upon 30 days' prior written notice to Client.

11.2. Limitation of Liability.

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING FROM OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AAZLY WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO CLIENT'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE, OR LOCAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

b. EXCEPT WITH RESPECT TO SECTION 10.1 (CLIENT INDEMNIFICATION) OR SECTION 10.2 (AAZLY INDEMNIFICATION), OR THE FEES PAYABLE BY CLIENT, EACH PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM IN WHICH ANY ACTION IS BROUGHT, WILL NOT EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY AAZLY FROM CLIENT FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INCIDENT FROM WHICH THE DAMAGES AROSE.

c. WITH RESPECT TO SECTION 10.1 (CLIENT INDEMNIFICATION) OR SECTION 10.2 (AAZLY INDEMNIFICATION), EACH PARTY'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED \$1,000,000.

d. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES WILL BE AGGREGATED TO DETERMINE WHETHER A LIMIT HAS BEEN REACHED.

12. General Terms.

12.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, except that either party may assign this Agreement without the other's consent in connection with an internal restructuring, transfer to a subsidiary, merger, reorganization, acquisition, consolidation, or sale of all or substantially all of its stock or assets. Any other attempted assignment will be null and void. This Agreement will bind and benefit the parties' respective successors and permitted assigns.

12.2 Force Majeure. A party's failure to perform, or omission in performing, any obligation under this Agreement will not be a breach of this Agreement, nor create any liability, if such failure or omission arises from any cause beyond that party's reasonable control, including acts of God, acts or omissions of any governmental entity, fire, storm, flood, earthquake, accident, war, riot, strikes and lockouts, or utility or telecommunication failures, so long as the affected party uses reasonable efforts to resume performance.

12.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New Castle County, Delaware, and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

12.4 Relationship of the Parties. The parties are independent contractors as to each other, and neither party has power or authority to assume or create any obligation on behalf of the other. This Agreement does not create or imply any partnership, agency, or joint venture.

12.5 Notices. Any legal notice under this Agreement must be in writing and delivered by personal delivery, express courier, certified or registered mail (postage prepaid, return receipt requested), or email. Notices are effective upon personal delivery, one (1) business day after deposit with an express courier, five (5) business days after deposit in the mail, or when receipt is acknowledged in the case of email to Aazly. Notices to Client will be sent to the address set forth on the Order Form or such other address as Client may specify in writing. Notices to Aazly will be sent to: Aazly, Inc., Attention: Legal, 1535 SW Davenport Street, Portland, OR 97201, or by email to legal@azly.com.

12.6 Publicity. The parties may use the other party's name or trademark(s) in advertising, sales promotion, press releases, and other publicity materials, in a truthful and non-derogatory manner, unless a party specifies in writing that it does not consent to such use. Aazly may disclose that Client is a customer of Aazly.

12.7 Severability; Waiver. If a court of competent jurisdiction finds any provision of this Agreement unenforceable, that provision will be enforced to the maximum extent permissible to effect the parties' intent, and the remainder of the Agreement will remain in full force and effect. Failure of either party to

insist on strict performance of any provision will not be deemed a waiver of any right or remedy, or of any subsequent default.

12.8 Entire Agreement; Electronic Signatures. This Agreement, together with the SLA, any Order Form, and any amendments referencing this Agreement, is the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. Aazly expressly rejects any terms contained in Client's purchase order documents or other communications, and such terms form no part of this Agreement. The parties agree that electronic signatures, and Client's click-through acceptance of this Agreement or any amendment, give rise to a valid and enforceable agreement.

12.9 Amendment. Aazly may amend this Agreement by posting a revised version at www.aazly.com/legal or presenting it to Authorized Users at the Services log-in prompt. Client is responsible for periodically checking for amendments. Client accepts a revised version by (a) click-through acceptance at the Services log-in prompt, (b) executing an Order Form incorporating the revised version, or (c) continuing to use the Services for 30 days following the earliest notice of the revised version.

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