

STATEMENT OF SERVICE

This Statement of Service is submitted by irth Solutions LLC ("IRTH") to City of Columbus ("Subscriber") pursuant to, and incorporates by reference the terms and conditions of, that Master Services Agreement ("Agreement") entered into between IRTH and Subscriber dated March 1, 2015 ("Master Services Agreement"). Subscriber and IRTH have read the Master Services Agreement and acknowledge that the terms of the Master Services Agreement are incorporated by reference to this Statement of Service, and agree to be bound by the Master Services Agreement. Capitalized terms used but not defined herein shall have those meanings ascribed to them in the Master Services Agreement. The effective date of this Statement of Service ("Service Effective Date") is March 1, 2015. Subscriber contracts for the following specific term, services and costs:

- 1. SERVICES. UtiliSphere™ Tier I
 - 25 Users
 - 140,000 Tickets
 - 200 GB Attachments
 - 1 Activity Included in UtS-Tier II
- 2. FEES. \$35,300.00 †

Description	Qty	Unit Price	Periods	Total
UtiliSphere-Tier I - Users	25	\$21.00	12	\$6,300.00
UtiliSphere Tickets	140,000	\$0.15	1	\$21,000.00
Attachments – per GB	200	\$40.00	1	\$8,000.00

- 3. TERM. Term. This Agreement shall begin as of the Effective Date and shall continue through February 29, 2016 ("initial term"). This Agreement may be renewed by written modification for five additional successive 1 year terms (the initial term and renewals thereof are collectively referred to herein as the "Term") upon Subscriber's written notification to IRTH not less than 60 days prior to the expiration of the Term. Renewal of this Agreement is subject to the authorization of Columbus City Council and the certification by the City Auditor of the availability of funds for such purpose.
- **4. AUTHORIZED USERS.** The Services may only be accessed by <u>25</u> Authorized Users. Unless otherwise approved by IRTH in writing, the Services may not be shared with or used by anyone else and the total number of Authorized Users accessing the Services shall not exceed the number specified herein.
- 5. ENTIRE AGREEMENT; CONFLICT. This Statement of Service constitutes the entire agreement between the Parties and supersedes any all prior or contemporaneous written or oral agreements between the Parties with respect to the Services described herein. If this Statement of Service and the Agreement conflict, the Agreement will control. If there is no conflict between this Statement and the Agreement, this Statement will be deemed supplemental to the Agreement.

All terms and conditions of this Statement of Service are agreed to by:

IRTH:	SUBSCRIBER:
IRTH SOLUTIONS LLC	CITY OF COLUMBUS
By: G. Brent Bishop President & CEO	By:

[†] Services are billed and paid annually. Upgrade subscriptions contracted in mid-term will be pro-rated to be coterminous with service renewals. *Ticket overages up to 10% will not be charged.

FOR INTERNAL USE ONLY					
Effective Da	te Customer ID	Contract #	SoS#		
March 1, 2015	48				