

Order No. 1
(SaaS Solution & Services – Renewal)

This Order No. 1 dated December 1, 2025 (the “**Order**”) is issued pursuant to and governed by the Master Agreement dated December 1, 2025 (the “**Agreement**”) entered into by and between The City of Greenfield (“**Customer**”) and Brillion Inc. (f/k/a Apogee Interactive, Inc.) (“**Brillion**”). Customer is entering into this Order for the benefit of Greenfield Power and Light, a department of The City of Greenfield. All capitalized terms used herein, but not defined herein, shall have the meaning ascribed to them in the Agreement. If there is any conflict of terms between the Agreement and this Order the terms of this Order shall govern solely with respect to the SaaS Solution (and Software) detailed herein.

1. **Background & Summary.** Brillion Inc. (f/k/a Apogee Interactive, Inc.) is the legal assignee of, and successor-in-interest to, certain assets of Automated Energy, Inc. (“**AEI**”). Pursuant to a contract between Customer and AEI, Customer subscribed to receive the SaaS Solution (and Software) and Support Services detailed below. Pursuant to this Order, Customer hereby renews such subscription from Brillion (as the legal assignee of AEI) to receive the SaaS Solution (and Software) and Support Services as detailed herein.

SaaS Solution & Support Services	Term	Fees
SaaS Solution as detailed in <u>Schedule A</u> to this Order, including the Load Profiler software (the “ Software ”) for monitoring up to thirty five (35) AMI Meters.	Dec. 1, 2025 to Nov. 31, 2026	\$20,500 (the “ SaaS Fee ”).
Standard Support Services as detailed in <u>Schedule B</u> to this Order.		Included in SaaS Fee.

2. **SaaS Solution, Services, and Fees.**

(a) **SaaS Solution.** The SaaS Fee owed by Customer for the continued delivery by Brillion to Customer of the SaaS Solution and Software is set forth above in Section 1 of this Order. In consideration of Customer’s payment of the SaaS Fee and for the duration of the Subscription Term (defined below), Brillion will continue to deliver to Customer the “**SaaS Solution**” detailed in Schedule A to this Order for the Software detailed in Section 1 above.

(b) **Support Services.** In consideration of Customer’s payment of the SaaS Fee and for the duration of the Subscription Term (defined below), Brillion will continue to provide to Customer the “**Support Services**” detailed in Schedule B to this Order for the Software detailed in Section 1 above.

(c) **Subscription Term.** The initial term of Brillion’s continued delivery of the SaaS Solution will commence on December 1, 2025 and extend through November 30, 2026 (the “**Subscription Term**”).

3. **Expansion Option.** At Customer’s sole and absolute discretion and as further detailed in this Section 3 of the Order, during the Subscription Term, Customer may expand or increase the licensed capacity of the SaaS Solution by increasing the number of AMI Meters that are authorized to be monitored. To effect such expansion, Customer shall deliver to Brillion written notice of its election to increase the licensed number of AMI Meters. Within thirty (30) days of receipt of such notice, Brillion will (i) begin implementing the expanded capacity and (ii) deliver to Customer an invoice for any applicable fees. Such fees shall be pro-rated as applicable and will be added to the SaaS Fee and invoiced in accordance with Section 4(a) below as applicable.

Number of AMI Meters	SaaS Fee
Up to 25 Meters	\$15,000 annually
Up to 50 Meters	\$27,500 annually
Up to 100 Meters	\$50,000 annually
Up to 250 Meters	\$100,000 annually
Over 250 Meters	Custom Quote

4. **Payment Terms.**

(a) **Invoicing.** Brillion will invoice Customer for the applicable fees in accordance with the following schedule:

Invoice Date	Amount	Purpose of Fee
On or after the final signature below.	\$20,500	Payment for the SaaS Fee.

(b) Payment Terms. In accordance with Section 5.4 of the Agreement, Customer shall pay all such Fees within thirty (30) days from the date of Brillion's invoice.

(c) Customer Invoicing Details.

(i) Customer's Accounts Payable contact & email address:

Name: Jane Webb

email address: jane.webb@greenfieldin.gov

(ii) Brillion will deliver Customer invoices to the following email address: jane.webb@greenfieldin.gov

(iii) Does Customer require and will issue a Purchase Order?: YES. X NO.

If "YES", then Customer will deliver such Purchase Order to Brillion at: accountsreceivable@brillion.ai.

Customer Purchasing Department email address: _____

(iv) Brillion's ACH information regarding invoices related to this Order:

Wells Fargo Bank (420 Montgomery Street, San Francisco, CA 94104)

Account number: 3506833601

Account type: CHECKING

ACH routing number: 061000227

Wire routing number: 121000248

SWIFT/BIC code: WFBIUS6S

(v) Customer's designated contact regarding issues related to any invoices (and, as applicable, purchase orders) related to this Order:

Name: Jane Webb

email address: jane.webb@greenfieldin.gov

ACCEPTED:

Brillion Inc. (f/k/a Apogee Interactive, Inc.)

ACCEPTED:

The City of Greenfield

Signed by:

Jon Ezrine

82CBBDA0CF21442...
AUTHORIZED REPRESENTATIVE

Jon Ezrine, CEO

NAME & TITLE PRINTED

12/15/2025

DATE _____

AUTHORIZED REPRESENTATIVE

NAME & TITLE PRINTED

DATE _____

SCHEDULE A **(SaaS Schedule)**

In accordance with the Agreement and the Order, Brillion will deliver to Customer the SaaS Solution detailed below in this Schedule A (the “**SaaS Schedule**”) for the Subscription Term set forth in the Order.

1. SaaS Solution – Overview. The “**SaaS Solution**” consists of (a) Customer access to the Software detailed in Section 1 of the Order and which such Software and Customer Data will reside in Brillion’s secure hosting environment (the “**SaaS Environment**”) and (b) the related maintenance and support services and service levels detailed in this SaaS Schedule.

The SaaS Environment is located, and all Customer Data is stored, in data centers located in separate geographical regions of the United States of America (USA). So long as the SaaS Environment and Customer Data remains hosted within the USA, Brillion is authorized to relocate SaaS Environments to a different data center.

Furthermore, regarding the SaaS Environment in which Customer Data will reside, Brillion engages a qualified third party to conduct an annual SSAE 18 audit of and penetration testing on such SaaS Environment. In lieu of authorizing Customer to conduct its own audit or penetration testing of the subject SaaS Environment (but subject to a requirement under applicable law for Customer to have such audit conducted) Brillion will make available to Customer (via the following URL: <https://trustcenter.brillion.ai>) a copy of Brillion’s latest SOC 2 report (that includes annual penetration testing details). Customer may review Brillion’s security policies at via this same URL. Brillion will respond to additional information security questionnaires so long as such questionnaires are (1) submitted to Brillion not more than once per twelve (12) month time period and (2) limited to using either the SIG Lite or CAIQ format.

2. SaaS Environment.

a. **Hardware and Software.** Brillion will provide the hosting infrastructure and related software within the SaaS Environment necessary to operate the SaaS Solution and access the Software.

b. **Connectivity.** Brillion will provide access to the SaaS Environment via secure means only.

c. **User Access.** At Customer’s election, access to the SaaS Environment will be via either (i) SSO or (ii) user-credential authentication. Customer may change named users at its discretion.

3. SaaS Environment – Access / Scheduled Downtime.

a. **Access.** Customer may access the SaaS Environment twenty-four (24) hours per day, seven (7) days per week subject to the Scheduled Downtime (defined in Section 3(b) below).

b. **Scheduled Downtime.** Brillion may periodically restrict access to the SaaS Environment for system maintenance and such “Scheduled Downtime” includes the following maintenance windows: (i) the Standard Maintenance Windows detailed below; (ii) maintenance outside of the Standard Maintenance Windows and for which Brillion will provide at least forty-eight (48) hours’ written notice to Customer of such restriction of access; and (iii) unscheduled, emergency maintenance and for which Brillion will use commercially reasonable efforts to provide at least two (2) hours prior notification to Customer of such restriction of access.

Standard Maintenance Windows

- Saturday, 5:00am to 9:00am [Eastern Time].
- Sunday, 5:00am to 9:00am [Eastern Time].

4. Maintenance & Support. Brillion’s delivery of the SaaS Solution and related Software includes, at no additional charge, delivery of updates, fixes, and modifications of the same when generally made available to all other Brillion customers. The Support Services that Brillion will deliver to Customer are detailed in Schedule B to this Order.

SCHEDULE B **(Support Services)**

This Schedule B (the "**Schedule**") details the Support Services that Brillion will deliver to Customer and shall be incorporated an and made a part of the Order. For the avoidance of doubt, Brillion will not deliver support services directly to an End User of Customer.

Support Description. Brillion will provide support to Customer through the Brillion support portal, telephone and email ("**Support**") as defined in the Service Availability – Initial Contact and Response section below.

Service Availability – Initial Contact and Response

Request for Support. Authorized Users will make Support requests by submitting a request via Brillion's customer support web portal support@brillion.ai

Coverage parameters specific to the services covered in this Schedule are as follows:

- Support Community: Monitored 6:00 A.M. to 8:00 P.M. Monday – Friday, Eastern Time Zone.
 - Service Requests received outside of office hours will be collected; no action, however, can be guaranteed until the next business day.
- Brillion shall not offer support on the following days; inquiries received during these holidays will be addressed on the next business day.

Day or Date	Official Name
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
Friday after Thanksgiving	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas

Standard Support

- Answer "How-to" questions on using the system
- Access to knowledge base and relevant documentation
- Address bugs and defects on work delivered by Brillion
- User access request and new user support
- Troubleshoot integrations owned and maintained by Brillion, including renewal of certificates and tokens
- Troubleshoot third-party tools provided by Brillion
- Software release training & specifications