

Solutions Agreement

This Solutions Agreement ("**Agreement**"), effective as of the last date shown on the signature square below (the "**Effective Date**"), is entered into between Superior, LLC, a Delaware Limited Liability Company ("**Company**") and City of Prescott ("**Customer**"), together with Company, the "**Parties**", and each, a "**Party**".

WHEREAS, Company licenses and provides access to software applications ("**Solutions**") for its customers and also provide maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and the Company desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the duly authorized signature of their representative herein, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CITY OF PRESCOTT	
201 S. Cortez Street Prescott, Arizona 86303 United States	
Authorized Signature:	
Title:	Date:
APPROVED AS TO FORM: By:	ATTESTATION: By:
Title:	Title:
SUPERION, LLC	
1000 Business Center Drive Lake Mary, FL 32726 United States	
By:	
Name:	
Title:	
Date:	

1. Solution: Public Administration

2. Term.

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for seven (7) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by the Company to Customer under this Agreement, Customer shall make payments to the Company pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.



- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through the Company's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that the Company has made at Customer's request to any Component System in accordance with a Company-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given the Company enough information to enable the Company to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under the Company's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Company-generated specification and documentation for such Custom Modification, and for which Defect Customer has given the Company enough information to enable the Company to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under the Company's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that the Company provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996,



"Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, restarts and reinstallations provided by Company.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Vendor Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of the Company.
- 4.21. **"Solution(s)"** means Component Systems, Documentation, Custom Modifications, Vendor Systems, development work and any and all other information, data, documents, materials, works, and other devices, methods, processes, hardware, software, technologies and inventions, including any plans deliverables, functional descriptions, requirements, or reports provided or used by the Company or Subcontractors in connection with Professional and/or Support Services rendered under this Agreement.
- 4.22. **"Vendor Systems"** means the information technology infrastructure used by or on behalf of the Company to deliver Solutions, including all software, hardware, databases, database management systems, electronic systems, and networks, whether operated directly by the Company or via third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customers in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to the Company.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, the Company hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, the Company hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. The Company shall deliver by (a) electronic delivery, by posting it on the Company's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Company's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time the Company provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.4. Documentation License. The Company hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.5.1. The Company has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
 - 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide the Company with such facilities, equipment and support as are reasonably necessary for the Company to perform its obligations herein, including if required, remote



access to Customer Systems. The Company is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or their failure to perform obligations under this Agreement.

- 5.7. **Exceptions.** The Company has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.7.2. any negligence, abuse, misapplication, or misuse of the Solutions other than by Vendor Personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by the Company;
 - 5.7.3. Customer's failure to install New Releases that the Company has previously made available to Customer that Company reasonably believes will solve an issue or allow an issue to be solved;
 - 5.7.4. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.7.5. any relocation of the Solutions other than by or with the aid of Vendor Personnel;
 - 5.7.6. any beta software, software that Company makes available for demonstration purposes, testing, temporary software modules, or software for which the Company does not receive a fee;
 - 5.7.7. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with the Company and the respective rights holders.
- 5.9. **Changes.** The Company reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Company's services to its customers, the competitive strength of or market for the Company's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Company issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. **Subcontractors.** The Company may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. **Security Measures.** The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) The Company may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce the Company's rights, including all Intellectual Property Rights, in and to the Solutions; (b) The Company may deny any individual access to and/or use of the Solutions if the Company, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) The Company may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;



- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or the Company's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Vendor Personnel with only such access to Customer's premises and Customer Systems as is necessary for the Company to perform Support Services; and (c) provide any cooperation the Company may reasonably request to enable them to exercise rights and perform obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. The Company is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions along with the destruction of any corrupted or exploited data related to the issue; and (b) notify the Company of any such actual or threatened activity as soon as is commercially reasonable.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Vendor Personnel are performing services at Customer's site, the Company will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to the Company in writing or in advance. Customer shall promptly reimburse the Company for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of the Company's performing Professional Services, Customer may, from time to time, provide the Company with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to the Company a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for the Company, the Company's Affiliates and the Company's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of the Company includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c)



was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. The Company will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. The Company will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of the Company in the Solutions and Documentation, and disclaim any liability or responsibility of the Company with respect to such Authorized Users.

11. Personal Data.

If the Company processes or otherwise has access to any personal data or personal information on Customer's behalf when performing the Company's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and the Company shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to the Company so that the Company may lawfully use, process



and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include the Company processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for the Company to provide the Solutions and perform its other obligations under this Agreement; and

- 11.3. The Company shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. The Company warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by the Company and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. The Company represents, warrants, and covenants to Customer that during the Term, the Company will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify the Company within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, the Company's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. The Company represents, warrants, and covenants to Customer that during the Term, the Company will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, THE COMPANY MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, THE COMPANY EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN VENDOR PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**



13. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to the Company: **Superion, LLC.**
 1000 Business Center Dr.
 Lake Mary, FL.
 Phone: 407-304-3235 email: info@centralsquare.com
 Attention: Contracts Department / General Counsel

If to Customer: **City of Prescott**
 201 S Cortez Street
 Prescott, AZ 86303
 Phone: 928-777-1346 email: service.desk@prescott-az.gov
 Attention: Nate Keegan IT Director

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Company Indemnification. The Company shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of the Company or with the Company's written approval in accordance with the Company's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of the Company; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Company Indemnitee.
- 15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by the Company resulting from any Action by a third party (other than an Affiliate of the Company) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of the Company in accordance with this Agreement;
 - 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.



15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party. By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment. By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Budgetary Appropriations. The Company acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to the Company that it has appropriated sufficient funds due to the Company under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify the Company as soon as commercially reasonable. If the Company and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay the Company any amounts owed for goods and services provided prior to termination of the Agreement.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to the Company's Confidential Information relating to the Solutions, and within thirty (30) days deliver to the Company, or at the Company's request destroy and erase the Company's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to the Company of any kind are immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, the Company shall within 60 days following such expiration or termination, deliver to Customer in the Company's standard format the then most recent version of Customer Data maintained by the Company, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), the Company will provide reasonable assistance. The Company and Customer will negotiate in good faith to establish the relative roles and responsibilities of the Company and Customer in effecting Deconversion, as well as the appropriate date for completion. The Company shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at the Company's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the Company's prior written consent, which consent the Company may



give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the Company's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. No Waiver. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

20. Arbitration of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

20.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Arizona excluding choice of law. Each party irrevocably (i) agrees that either the Yavapai County Superior Court, or the United States District Court of Arizona, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. **LIMITED LIABILITY OF THE COMPANY.** THE COMPANY'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO THE COMPANY IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL THE COMPANY, VENDOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT THE COMPANY, VENDOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.



23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT THE COMPANY HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

- 24. Third-Party Materials.** Customer is hereby advised that the Company provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. The Company is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that the Company is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes the Company to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 25. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Company letterhead issued by authorized Company representatives and signed by Customer shall constitute an amendment to this Agreement.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. The Company has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
- 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines
 - 29.4. Exhibit 4 – Insurance Requirements
 - 29.5. Exhibit 5 – Scope of Work



*Note: Subscription pricing normally accrues annual increases, however with an elongated seven year Term, Company will lock Customer's increases at a flat 3% per year during that Term.

PAYMENT TERMS:

ONE TIME FEES

- a. Superior Professional Services Fees are due as follows: Project Planning, Project Management, Consulting, Technical Services and Conversion are due on the Execution Date. Training Fees, Travel & Living expenses and all other Professional Services are due as incurred monthly.
- b. Third Party Professional Services Fees are due: 50% on Execution Date, and 50% due upon completion of services with invoice.

RECURRING FEES

- c. The Annual Subscription Fees are due: on the Execution Date, and annually thereafter on the anniversary of the Execution Date.

ANCILLARY FEES

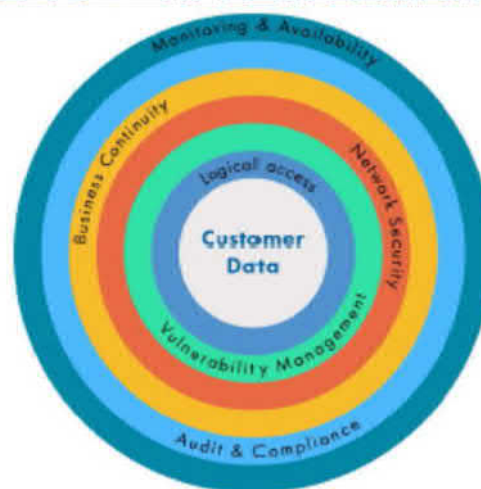
- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- f. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.



EXHIBIT 2 Support Standards

1. Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% (“Availability Target”). (“**Service Period**”) means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. The Company will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing in twelve (12) month increments, each a (“**Support Term**”), the Company shall provide ongoing Support Services described herein, subject to and conditioned on sustained payment of Fees and compliance with all terms and conditions of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer (“**Service Availability**”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at the Company’s hosted environment. The Company has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override the Company’s measurements for the purposes of calculating Service



Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by the Company and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on the Company's systems.

2.4. **Calculation.** Service Availability for a given month shall be calculated using the following calculation:

- 2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
- 2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.
- 2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. **Remedy.** If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by the Company, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. The Company's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The Company will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

- 3.1. The Company shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.
- 3.2. "In-network" is defined as any point between which the data packet enters the Solutions environment and subsequently departs the Solutions environment. Any point of communications outside of the Solutions protected network environment shall be deemed as "out-of-network." The Company is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

- 4.1. **Solutions maintenance and upgrades.** The Company will provide all hosted systems and network maintenance as deemed appropriate and necessary by the Company. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 4.2. **Hardware maintenance and upgrades.** Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.
- 4.3. **Emergency maintenance.** Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The Company will attempt to notify the Customer promptly, however if no contact can be made, Company management may deem it necessary to move forward with emergency maintenance.

5. **Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent



to low depending on the impact to the Customer. The Company will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	Response within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	Response within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	Response within 4 hours of the issue being reported	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	Response within 24 hours of the issue being reported.	95%

5.1. Measurement. The Company shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery**. The Company provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, the Company will provide the ability to connect to the appropriate data center using software provided by the Company. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions**. The Company shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing the Company from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where the Company has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution**. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, the Company provides a continuous resolution effort until the issue is resolved.

9. **Service Requests**. Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, the Company will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments**. The Company will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.



Responsibility Summary Matrix

Description	Company Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Company's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by the Company. It will reside at Customer's location but is, and shall remain the property of the Company.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by the Company. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from the Company or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. The Company retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from the Company as a separate billable service.



16. Telephone Support & Support Portal

- 16.1. Hours. The Company shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). The Company shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to the Company reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist the Company in its efforts to diagnose, reproduce and correct the error. This support shall be provided by the Company at Customer location(s) if and when the Company and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of the Company, then Customer shall pay for the Company's investigation and related services at the Company's standard professional services rates. Customer must provide the Company with such facilities, equipment and support as are reasonably necessary for the Company to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by the Company to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever the Company determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Company support representative has been directly contacted by Customer either by phone, email, in person, or through the Company's online support portal, and b) when the Company's support representative assigns a case number and conveys that case number to the Customer.



EXHIBIT 3

Travel Expense Guidelines

It is the policy of the Company to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the company in delivering goods, products and support to our Customers. If travel is required, the Company uses a corporate travel agent and who prioritizes efficiency and discounts when making arrangements. At all times the Company will adhere to the following when incurring travel expenses:

AIR TRAVEL –the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, the Company can provide travel itineraries as the receipt for airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, reimbursement will follow the current IRS approved mileage rate for all local trips.

LODGING –The Company will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more the Company employees sharing a car in which case the use of a full size car is authorized. Gas is reimbursable, pre-paid gas purchases are not authorized, and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. The Company shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Company's auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle). Airport taxi or mileage for the employee's personal vehicle are reimbursable if necessary. Upon request, receipts for taxi, shuttle, uber or similar will be submitted to Customer.

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard Per Diem, subject to change due to cost of living.



EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for the Company or around the Company's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.





CENTRALSQUARE

TECHNOLOGIES

STATEMENT OF WORK

CITY OF PRESCOTT, Arizona

COMMUNITY DEVELOPMENT

Version 1

Statement of Work

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1.0 Executive Summary

Introduction

This document is the Statement of Work (SOW) for the implementation of Community Development software and related services solely related to the software expressly identified in the Order (the "Agreement") for the City of Prescott, Arizona (The "Customer"). CentralSquare Technologies ("CentralSquare") will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the CentralSquare Community Development software. The SOW is an attachment incorporated as part of the Agreement signed by CentralSquare and the Customer. All actions directed herein shall be performed in accordance with the Agreement.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Project Assumptions

CentralSquare is implementing a Commercially Available Off-the-Shelf solution.

Any specific customizations are defined in the Agreement; and, customizations will necessitate separate requirements documentation (to be developed post contract execution).

Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.

Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Control and Change Request Process as described herein.

The proposed project services include project management, installation, implementation, training, consulting, and other services work necessary to complete the project as described in this SOW and representing a best good faith estimate based on knowledge at time of the Agreement. For each CentralSquare services task, CentralSquare will assign a team member to provide the services, using up to the proposed total hours to complete the task. The Change Control and Change Request Process, as described within this SOW, accommodates any need for additional services to complete a services task. This may include reallocating services, or providing an additional number of services hours, as determined and mutually agreed upon by the Customer and CentralSquare.

The Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan. The Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project. The Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

The Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.



Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.

The Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.

Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

CentralSquare is not responsible for quality of Customer's legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

Customer will make resources available to assist as needed to fulfill the responsibilities herein.



2. Scope Overview

The purpose of this project is install CentralSquare's Community Development applications with a Commercially Available Off-the-Shelf software to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the Community Development application. The project scope is comprised of the software and services identified in the Agreement and further described throughout this SOW. Anything not specifically designated in the SOW should be considered out of scope and not part of this project.

2.1 Software Scope

CentralSquare shall provide maintenance service, technical support, and software updates. Covered software does not include hardware, hardware vendor operating systems and/or other system software, "Customer" developed software, or third-party software that is not part of this agreement.

CentralSquare will provide to the Customer a Community Development software to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following outlines the software modules included as part of the Agreement.

Enterprise Modules Included	Modules Not Included
<input checked="" type="checkbox"/> PermitTRAK	<input checked="" type="checkbox"/> VoiceTRAK IVR
<input checked="" type="checkbox"/> Projects and Planning	<input checked="" type="checkbox"/> Bluebeam
<input checked="" type="checkbox"/> Code Compliance	
<input checked="" type="checkbox"/> Licensing	
<input checked="" type="checkbox"/> Land Management (includes Basic GIS)	
<input checked="" type="checkbox"/> Entity Management	
<input checked="" type="checkbox"/> Citizen Response Management	
<input checked="" type="checkbox"/> Basic Analytics	
<input checked="" type="checkbox"/> Citizen Engagement	
<input checked="" type="checkbox"/> Mobiles	
<input checked="" type="checkbox"/> Fusion	
<input checked="" type="checkbox"/> Advanced GIS	
<input checked="" type="checkbox"/> AnalyticsNOW (Cognos)	
<input checked="" type="checkbox"/> Licensed users – 92	



2.2 Services Scope

CentralSquare will provide the following Services relating to the Community Development software installation.

Summary of Tasks and Deliverables

Task No.	Description	Deliverables
1	Project Management	<ul style="list-style-type: none">• Integrated Project Schedule• Status Reports• Communication Plan• Risk Management Plan• Issue Tracking Report• Test Plan• Training Plan
2	Kick Off	<ul style="list-style-type: none">• Agenda and Minutes• Baseline Schedule
3	Workflow Discovery	<ul style="list-style-type: none">• Workflow Discovery Agenda• Workflow Analysis Report• As needed, Custom Modification Requirements
4	Installation and Configuration	<ul style="list-style-type: none">• Hardware Installation/Configuration• Software Installation• Network Configuration Documentation• Database Architecture Document• User Guide• Admin Guide
5	Data Conversion	<ul style="list-style-type: none">• Conversion Requirements Documentation• Converted Data Migration Report
6	Quality Assurance Testing	<ul style="list-style-type: none">• Testing Checklist• System Integration Testing Results Report
7	Training	<ul style="list-style-type: none">• Training User Guide• Training Materials• Training Outlines• Quick Reference Guides
8	Mock Go Live	<ul style="list-style-type: none">• Go Live Cutover Plan, Draft• Readiness Checklist
9	Go Live and Go Live Support	<ul style="list-style-type: none">• Go Live Cutover Plan, Final• Issue Log
10	Transition to Product Support	<ul style="list-style-type: none">• Project Closeout Review with Support Team and Customer Service Team



Task 1: Project Management

Implementation Methodology

The implementation, conducted by a cross-functional team of consultants from several departments within CentralSquare Professional Services led by the assigned Project Manager, follow a five-phase approach.

The high-level phases include:

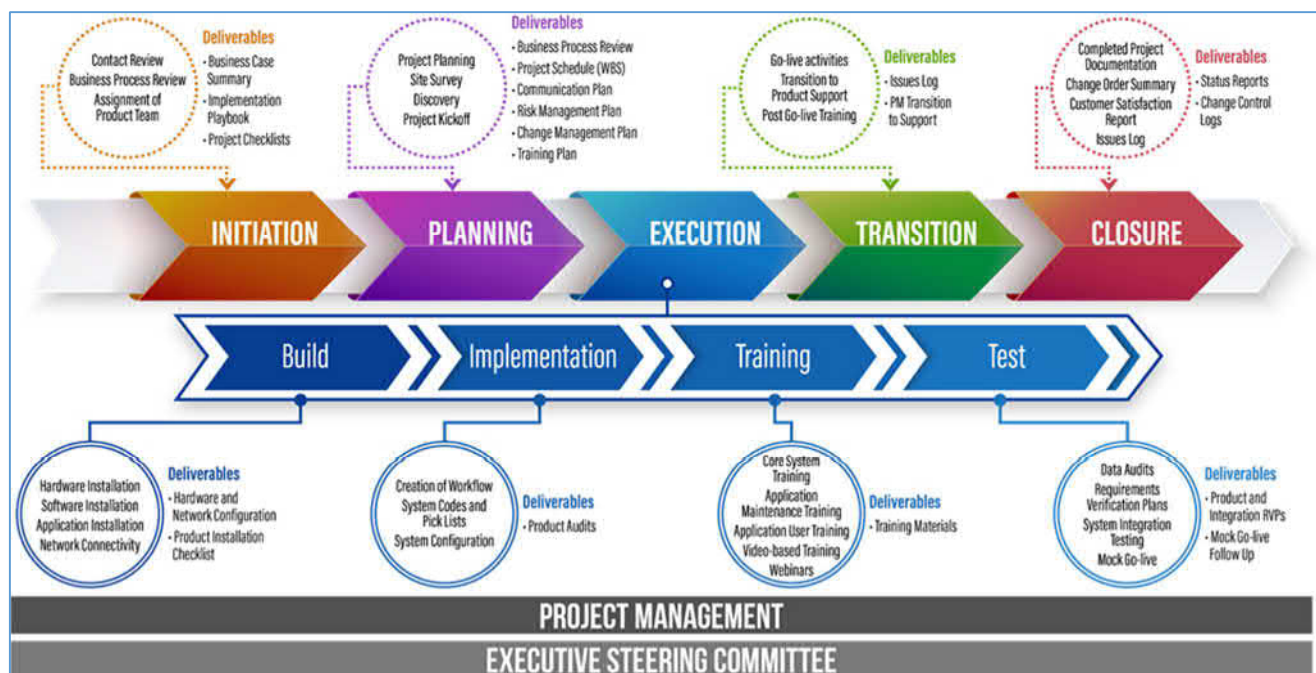
Initiation – internal knowledge transfer, due diligence (e.g., contract review with Customer).

Planning – determination of required work, effort, and timelines. Key milestones during this phase include review of the executed contract with the project team, presentation and review of the project plan, review of requirements documentation, and development of a communication plan to establish frequency of project status meetings and reports. Specific project dates will be mutually determined upon execution of the contract and will be maintained in the Project Schedule.

Execution – active phase of implementation including core services related to four primary areas: installation, implementation, testing, and training. This phase may also contain any data conversion requirement and customizations to CentralSquare’s applications.

Transition – includes both the Go Live activities that transition Customer from their old system to their new system and the initial knowledge transfer of the Customer’s information to CentralSquare Support Staff.

Closure – verification of deliverables and complete the transition of Customer to CentralSquare Product Support and the CentralSquare Customer Success Manager.





Project Governance

The following provides an overview of roles and responsibilities for both the Customer and CentralSquare. CentralSquare's recommendations, listed below, have been formulated from experience with hundreds of implementations through various organizations. Final responsibilities and team members are identified during the Planning Phase of the implementation. It is very important to the success of the project to elect personnel with decision making authority to these various roles and boards that will remain with the project until its completion.

Duties and Responsibilities of Customer

Customer will provide all information necessary for CentralSquare to establish the software's configuration, including but not limited to:

- Current valuation and fee structures;
- Current Permit, Project, and Case type designations and categories;
- Examples of all current reports used by the Customer relating to business process management;
- Any exceptions to the typical business processes, or any special lifecycle requirements.

The Customer will ensure and provide staff who will be trained in use of CentralSquare software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to CentralSquare necessary to complete the project, including, but not limited to:

- Data obtained from Customer's present system to be incorporated into the new CentralSquare software
- Information relative to desired letters/reports to be incorporated into the CentralSquare software.

Should substantial changes occur that affect the negotiated project timeline, CentralSquare will provide the Customer with a Change Order for additional services to extend the project timeline.

CentralSquare requests that the following facilities be available for the entire lifecycle of the project.

- The Customer will provide an adequate workspace for each onsite CentralSquare consultant, with access to a desktop workstation (connected to the City's network so that the consultants will be able to test the application using the City's architecture), network, and close proximity to the Customer Project Team. Adequate breakout and conference space will also be provided.
- When CentralSquare is onsite, the Customer Project Team should ideally be located near the CentralSquare project members to facilitate good communication and coordination amongst the team members.
- Customer to provide classroom space, workstations (laptop or PC), and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then CentralSquare can provide onsite laptop labs for an additional cost.



Project Staffing

The following list provides an overview of committees and positions for CentralSquare and the Customer. Final responsibilities and team members are identified during the Planning phase of the project.

Customer Staffing

The functions described below do not necessarily require multiple members but should be considered crucial to an on time and on budget delivery of the project.

Project Sponsor: The Customer's Project Sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project, and communicating the project's overall importance to their organization. The Project Sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but may not participate in day-to-day activities. The Project Sponsor will empower the Executive Steering Committee to make critical business decisions for the organization and participate in the Change Control Board. Smaller organizations may consider these roles to be interchangeable and designate one person to lead.

- **Executive Steering Committee:** The Executive Steering Committee (Committee) will understand, support, and communicate the cultural change necessary for the project and foster an appreciation of the value of an integrated system throughout the organization. The Committee oversees the Project Team and the project aiding when necessary to resolve issues and mitigate risk. Through participation in regular meetings, the Committee will remain updated on all project status, decisions, and milestone achievements. It is imperative for this Committee to provide support to the Project Team by communicating its importance throughout the organization from leadership to end users. The Committee is responsible for ensuring the project has appropriate resources, providing strategic direction to the Project Team, and making timely decisions on critical project or policy issues.
- **Change Control Board:** Change is inevitable in any project. The purpose of a Change Control Board is to ensure change is managed in a timely manner to minimize risk related to schedule and budget constraints. During the planning phase of the project, the Project Managers will set a cadence for the Change Control Board to discuss requested change, determine need, assess impact, and provide guidance to the Project Team. Agendas will follow a standard outline to include status of previously approved changes, introduction and discussion of new requests, and discussion related to risk of ongoing change as it relates to the timeline and budget of the project.

Project Manager: The customer will be responsible for providing a Project Manager who will coordinate team members and the overall implementation schedule. Through coordination with the CentralSquare Project Manager, the Customer Project Manager will be responsible for reporting to the Customer Steering Committee and/or Project Sponsor the status of the project and providing the Customer's change management communications and coaching. The Customer Project Manager will also be the primary point of contact for the organization in relation to this project and will coordinate all onsite CentralSquare activities with the CentralSquare Project Manager.

Project Team - Functional Application Owners: Project Team members will be the functional application owners (FAO) for each area in the system. The Project Team members should be equipped with detailed subject matter expertise and must be empowered to make appropriate business process and configuration decisions in their respective areas. The Project Team is tasked with participating in project tasks related to their functional areas described in this SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Project Team will be responsible for and



empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Customer Project Manager and Executive Steering Committee.

CentralSquare Staffing

Executive Sponsor: The CentralSquare Executive Sponsor is to provide support to CentralSquare Project Managers in reporting project progress to the Executive Steering Committee as necessary. The CentralSquare Executive Sponsor will approve and sign off on any material changes to project scope and/or staffing changes.

Project Manager: CentralSquare is providing an experienced Project Manager to this project. The Project Manager will remotely assist in facilitating activities. The CentralSquare Project Manager will coordinate between all CentralSquare departments as well as provide CentralSquare staff in accordance with the agreed upon project plan. If there is an issue that could delay the project, the CentralSquare Project Manager will immediately notify the Customer Project Manager and Project Sponsor/Steering Committee. The CentralSquare Project Manager will provide the status, tracking, and procedures for issue resolution. The CentralSquare Project Manager will also serve as the point person for all project issues and is the first escalation point.

The CentralSquare Project Manager will also perform the following tasks:

- Monitor and report progress on CentralSquare's responsibilities.
- Oversee the software installation completion.
- Oversee the fulfillment of Go Live dates as agreed upon in the project schedule.
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare regular status notes and lead project calls/meetings.

Functional Leads (Consultants, Developers, and Technical resources): The CentralSquare Functional Leads include subject matter experts, commonly referred to as "SMEs", from the various departments including training and installation for the products defined in the Agreement. The CentralSquare Functional Leads will work with the Customer Project Team to assist in the design and configuration of the Community Development system for optimal long-term use.

Leading the Community Development software configuration will be the CentralSquare Functional Leads with assistance from the Customer's Project Team. The CentralSquare Functional Leads will check that the software operates after configuration as outlined in its documentation. The CentralSquare Functional Leads will provide training on security and workflow as well as assist with set up according to this SOW.

CentralSquare Functional Leads will also perform the following tasks:

- Assist with the resolution of issues.
- Train the Customer Project Team during the provisioning of the purchased solution.
- Provides and assists with data conversion guides according to Customer specifications and this SOW.
- Create and deliver interface programs according to Customer specification and this SOW.
- Create and deliver reports according to Customer specification and this SOW.



Communication

Project Status Cadence Meetings

Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting

In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

- The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.
- The Issues Log, updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreements by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

CentralSquare

Escalation to CentralSquare management is as follows:

Name and Role	Phone	Email
Project Manager		TBD
Michele Leaf, Manager, Project Management Office	530-879-5126	Michele.Leaf@CentralSquare.com
Michael DiOrio, Sr. Director Services	617-999-3471	Michael.DiOrio@CentralSquare.com
Aydin Asli, VP, Professional Services	604-340-1720	Aydin.Asli@CentralSquare.com

Customer

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.



Change Requests and Changes to this Statement of Work

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.



Task 2: Kick Off

The Kick-Off Meeting starts the planning phase of the project. The purpose of the Project Kick-Off Meeting is to engage in a high-level discussion of the implementation goals, approach, schedule, team member responsibilities, and Customer requirements. The Project Teams (both CentralSquare and Customer) will meet to review the contract, project requirements, final SOW, and other information to begin planning out the project.

The agenda and materials require collaboration with the Customer Project Team. The meetings typically include:

- Introductions of CentralSquare and Customer Project Team members; roles and responsibilities.
- Review of contract, deliverables, and objectives.
- High-level overview of licensed products purchased by the Customer.
- Review of key project management practices.
- Review of the SOW, to include roles and responsibilities for each entity.
- Workflow and Technical Discovery.
- Review of the training courses included.
- Discussion on specific scheduling requirements and constraints.
- Review of the draft project schedule and key deliverables.

Project Schedule

During the planning phase of the project, after collaboration with the Customer Project Manager at the Kick-Off meeting, the CentralSquare Project Manager will provide an integrated Project Schedule using a format preferred by the Customer (i.e., Microsoft Excel, PDF, MS Project, etc.). The document will include all the tasks identified herein, additional summary project activities, deliverables, and other milestones of the project.

A fully integrated Project Schedule provides the Project Teams with a clear path to Go Live including critical path items. Identifying all critical path dependencies will allow the Project Teams to perform critical path analysis several times over the course of the project providing information to executives on the true status and progress of the project.

This schedule once reviewed and updated with feedback by the Customer Project Manager, will become the official baseline for the project. All changes will be executed according to the mutually agreed upon change control process and will be reported by the CentralSquare Project Manager at the regularly scheduled project status meetings.

The planning phase is considered complete when the baselined project schedule is agreed upon by all parties.

Roles and Responsibilities

CentralSquare:

- Provide project oversight and management of CentralSquare personnel (e.g., Consulting Manager, Training Team Lead).
- Provide a meeting agenda in advance and minutes/action items list after the meeting.
- Prepare a draft Project Schedule with milestones and potential services dates to discuss at the Kick-Off Meeting.

CentralSquare personnel participating in this task:

- Project Manager
- Functional Leads (as needed)

**Customer:**

- Participation at the Kick-Off Meeting by the Customer Project Manager, Project Team/FAOs, and other key personnel (as determined by Customer).
- Reserve appropriate meeting facility and publicize to internal team.
- Active participation is required for successful planning and discovery.

Assumptions:

- Both CentralSquare and Customer will assign Project Manager's with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. CentralSquare has include remote Project Manager (RPM) hours to cover a 6-month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with CentralSquare's Project Manager.
- Customer is responsible for completing the go-live checklist no less than 30 days before Go Live to ensure full testing has occurred and the customer organization is ready for go live.



Task 3: Workflow & Technical Discovery

The Workflow and Technical Discovery task will assist CentralSquare staff in recommending configuration options during the provisioning of the Community Development applications and serve as a roadmap for the application configuration to be completed throughout the project implementation. The CentralSquare Project Team will schedule a Workflow and Technical Discovery workshop early in the initial stages of the project to identify potential gaps or operational procedural changes needing to be addressed.

Prior to conducting the workshop, CentralSquare project staff may request key documents, such as organizational charts, current documentation of processes as they may exist, and policy/procedures manuals. Making this information available will allow CentralSquare Functional Leads to become familiar with the Customer providing opportunities for more insightful questions around processes. The Customer Project Manager will coordinate with Customer Project Team (and other staff as necessary) to assist in gathering and distributing these requested documents.

This workshop will be structured to provide the Customer's Project Team with an overview of the CentralSquare Community Development system, review preparations for upcoming project tasks, identify required data necessary to provision the new system, and review project roles and responsibilities. CentralSquare Functional Leads will conduct an overview demonstration of the integrated components of the new system, focusing on system logic and information flow throughout applications; and, will engage in discussions on Customer's current workflows, desired functionality, and requirements. During the workflow assessment, the CentralSquare Functional Leads will meet with the Customer's FAOs and identified key personnel in various areas of operations to review current outputs, documents regarding Customer policies, and gather any additional information around current procedures.

The specific agenda and schedule for the workshop will be agreed to by both the CentralSquare and Customer Project Managers. The workshop will, at a minimum, begin with a general session involving the entire Customer Project Team, as well as breakout sessions with key City personnel from specific work areas.

CentralSquare will document all findings during the workshop into a Workflow Discovery Report.

CentralSquare will summarize the operations processes reviewed and provide recommendations for process improvement as necessary. Recommendations will focus on application configuration options consistent with CentralSquare best practices based on experience with customers with similar business practices and implementing systems of comparable size and complexity. Taking advantage of the process improvement recommendations by CentralSquare will allow the Customer to take full advantage of all functionality within the Community Development applications as purchased under the Agreement.

Roles and Responsibilities

CentralSquare:

- In collaboration with the Customer's Project Manager, create and review the workshop schedule and agenda for the discovery to confirm process areas, identify participants for various meetings and observation sessions, and set the timeline for presentation of the final recommendations.
- Validate the hardware architecture for the solution.
- Assess and review Customer's current workflow processes in key areas to identify opportunities afforded by the CentralSquare system for process improvements or for process changes necessitated by the transition to the CentralSquare system.
- Document recommendations for application configuration and usage in each key area of operations assessed in a Workflow Discovery Report.
- Present the results of the Workflow Discovery Report to the Customer's Project Team. Incorporate Customer feedback (questions, requests for edits) provided in writing, following the verbal presentation of



the recommendations. Provide a revised Workflow Discovery Report within ten (10) business days of receipt of written Customer feedback.

- Conduct internal knowledge transfer within the CentralSquare Project Team to ensure that all consultants and trainers are aware of and prepared to implement the recommended application configurations.

CentralSquare Roles participating in this task:

- Project Manager
- Functional Leads

Customer:

- Cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery. Identify appropriate Customer personnel to attend each scheduled meeting, interview, or observation and communicate expectations to the personnel identified.
- Provide Department requested documents within required timeframe. If a document is not available, provide alternative document/information source as a substitute.
- Ensure that identified Customer personnel attend all scheduled meetings, interviews, and observations. If scheduling adjustments become necessary during the discovery process, discuss these needs with the CentralSquare Project Manager.
- Review recommendations in the Workflow Discovery Report and attend the scheduled presentation of the findings. Submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.



Task 4: Configuration and Installation

Configuration

CentralSquare will be responsible for configuring the Community Development applications, while the Customer will be responsible for coordinating any third-party vendors and developing any documentation required for system testing. All communication between the Customer and CentralSquare in this stage is anticipated to be done remotely. The CentralSquare Project Manager will be the Customer's primary contact with other CentralSquare resources utilized as-needed.

Roles and Responsibilities

CentralSquare:

- Perform agreed-upon configuration / data conversion.
- Coordinate additional information from Customer as needed.
- Lead weekly status calls with Customer.
- Maintain shared project plan.

Customer:

- Coordinate configuration / development of any third-party vendors.
- Develop standard operating procedure (SOP) documentation.
- Develop testing and training plan.
- Participate in weekly status calls.

CentralSquare Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Installation	Initial Installation of CentralSquare's Community Development software	<ul style="list-style-type: none"> • Hardware Set Up • Completed Pre-Install Checklist • Attend Discovery Call 	<ul style="list-style-type: none"> • Pre-Install Checklist • Discovery Call • Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	<ul style="list-style-type: none"> • Validate Account 	<ul style="list-style-type: none"> • Create Test Account

Assumptions

- CentralSquare will provide the Community Development software and install it on a local server. Software installation will be done one (1) time.
- Customer will be charged for any moving and/or reinstallation of the software.
- Customer is responsible for the procurement and installation of hardware based upon CentralSquare's Recommended Hardware Specifications.



- Superior will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added to the Quote by mutual written agreement at CentralSquare's prevailing rates.
- Initial installation of Community Development is completed into one (1) pre-production environment. All configuration, training, and testing is completed in this environment. Prior to end user training a "testing" environment is created and the data from Pre-Production is copied over. This second environment called "test" is used to train end users and as a sand box for users to learn. Prior to final go live the Pre-Production environment is cleared out of data and the "final conversion" from production is completed. Pre-Production is now considered "production."

Roles and Responsibilities

CentralSquare:

- Load files and perform initial configuration of all licensed CentralSquare applications, including base and add-on modules, and interfaces to third-party applications. Configuration includes activating appropriate modules, table set up, and selection of mandatory configuration settings based on combination of CentralSquare applications purchased.
- Set up test environment as mirror copy of the production environment.
- Conduct knowledge transfer of installation/set up procedures to Customer IT staff and/or other designated personnel responsible for set up and maintenance of end-user computers (4-6 people maximum).
- Conduct a test to verify that CentralSquare applications have been installed and configured successfully, operating properly, and are ready to begin the implementation and configuration process. Note: Not all CentralSquare components may be ready at this point, for a full test, but a reasonable effort ensures CentralSquare components are ready for the next step in the process. CentralSquare installation services will ensure that all needed components are prepared and ready prior to conducting subsequent activities for the specific application area according to the agreed upon Project Schedule.
- Provide Customer with installation instructions to complete the remaining installation/access procedures on the rest of the Customer workstations and mobile equipment.

CentralSquare Roles participating in this task:

- Project Manager
- Technical Consultant

Customer:

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.
- Provide access to City's servers (including third-party) as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation and migration tasks.
- Attend knowledge transfer sessions focusing on how to prepare workstations or mobile computers to run CentralSquare applications.

Interfaces

Interface development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for interface development work to/from existing legacy systems. CentralSquare will be responsible for interface development work to/from the Community Development system.



CentralSquare will provide necessary assistance with interface setup, testing, and implementation to verify communications and basic functionality. Third-party vendors are responsible for writing triggers extracting data from the CentralSquare database and exporting it to another location for import into their external system. CentralSquare agrees to answer any database/interface questions that may arise and cooperate with third-party vendors to complete interfaces as necessary.

When CentralSquare is engaged to create an interface program for the following process will be followed:

Task	CentralSquare Role	Customer Role
Validate Interface Scope.	Provide input on scope and advise Customer on best practices related to interfaces	Provide input
Discovery between the Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead task	Participate in discovery and make decisions
Specifications are created by the Interface Developer and sent to the Customer.	Create specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications.	Revise specifications as necessary	Review specifications
Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide subject matter expert to answer questions if necessary
Customer staff tests results and reports any discrepancies.	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to CentralSquare
Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation. Above steps are repeated until accepted.	Revise interfaced report as necessary	None
Customer signs off on specification.	None	Provide Sign Off

Roles and Responsibilities

CentralSquare:

- Where a CentralSquare relationship exists, work directly with CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.
- Install all interfaces required for Go Live prior to System Integration Testing.
- Training for FAO on functionality of each interface as installed and configured.
- Provide Interface Control Documents to Customer upon request.
- Where interfaces are custom, CentralSquare will work with the third-party consultants to receive a detailed statement of work around each custom item.

Customer:

- Act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.



- Provide detailed schema, protocol, query specifications, as needed, and as available per interface.
- Ensure design decisions are made conclusively and in a timely fashion.
- Provide a Customer point of contact for each interface who is knowledgeable of the workflow and data requirements.
- Responsible for validating all data transferred into Community Development and data transferred from Community Development to another application.
- Provide FAO that is/are familiar with existing data structures in the legacy system to assist with the interface process.
- Provide expertise in third-party data, data mapping, and data validation.
- Review and provide feedback on all custom interface SOWs within ten (10) business days of delivery.
- Review and provide written feedback on Interface Control Documents within ten (10) business days of delivery.

Assumptions:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware or third-party system software costs which may be required for the development of the interfaces described. The Customer is responsible for any necessary communications with third-party vendors if necessary to accomplish the Interface scope.
- Additional requests and changes to the scope of the below interfaces will require a change order and may incur additional charges. Changes include any additional requirements including building integration via API and/or Web Services.

The Interfaces identified in the Agreement are as further described below. The interfaces included in this SOW were identified by CentralSquare during initial discovery. During the project, further discussion and discovery will take place and the Customer may request that modifications to the interface services scope be performed by CentralSquare. If the interface scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order which will describe changes in scope of services and payment of fees due for such modified hours/pricing. If the scope change is the result of adding and deleting interfaces, then CentralSquare will determine the net effect of the change before initiating a Change Order request. All Change Orders associated with interfaces will be based on the agreed upon hourly rate per Exhibit 1.

The following are the known interfaces are included as part of the Community Development implementation:

- Laserfiche
- Selectron IVR
- Credit Card Online Payment Gateway API
- Bluebeam
- GIS ESRI ArcGIS Server



Task 5: Data Conversion

Legacy data conversions are a very labor-intensive process that will require open communications between the CentralSquare and Customer data conversion teams.

The following data from the Customer's legacy system has been identified as data needing to be converted to Community Development and is included in the services identified in the Agreement. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by CentralSquare. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

CentralSquare has included conversion services and pricing in the Agreement for the conversion services outlined below.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. CentralSquare does not guarantee the quality of the source data received but makes reasonable effort to convert all data in the original source that it is provided.

Applies to: Land data from a single source, historical data from the Customer's legacy system(s).

- Assessor / GIS Connect
- Legacy Data – Accela Automation
- License Track – Tyler MUNIS

Requirements and Notes:

- For GeoData/GIS Conversions:
 - Customer understands that Community Development integration relies on the agency's source data format remaining constant once conversion instructions are provided by the customer. Any change to the Community Development GIS/GeoTRAK integration that is due to data format changes will be subject to a Change Order.
 - Customer to provide CentralSquare all tables and files that are necessary for historical data conversion.
 - Customer to provide all necessary files and data to CentralSquare within thirty (30) days of project commencement date.
 - Customer to sign off on Data Conversion Data Mapping Specification provided by CentralSquare.
 - While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
 - Modifying translation logic for data sources that are included in this document;
 - Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
- Major changes will incur an additional cost. Major changes include:



- Requirements to convert additional data sources;
 - Modifications to structure of data sources, including field names or data types;
 - Changes requested after the deadline for issue submission;
 - Fundamental changes to conversion methodology as determined by CentralSquare.
- Customer will thoroughly test data converted by CentralSquare after each delivery and report issues within the timeframes agreed in the Project Schedule. In the event, unplanned data conversion activities are required, then CentralSquare and Customer will mutually agree on an appropriate change in project cost.

Data Conversion Approach

Data conversion development is the joint responsibility of the Customer and CentralSquare. Customer will be responsible for extracting data from their legacy system(s). CentralSquare will be responsible for importing the data conversion files received from the Customer into Community Development using standard imports (where available) or conversion programs.

When CentralSquare is engaged to write a data conversion via a conversion program, the process flows as outlined:

Task	CentralSquare Role	Customer Role
Validate conversion scope.	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
Discovery call between the Customer and the Data Conversion Specialist assigned to write the data conversion program. During call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in Discovery and make decisions
Provide to CentralSquare all tables and files that are necessary for historical data conversion.	Provide FTP or other agreed upon secure method for transfer of data	Provide data
Specifications are created by the Data Conversion Specialist and sent to the Customer.	Develop specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications.	Revise specifications as necessary	Review specifications and provide feedback
Complete data conversion checklists. Customer and CentralSquare will compile separate checklists that will be compared at data delivery	Complete data conversion checklists and compare to Customer checklist	Provide data from Legacy system in CentralSquare required formats, and complete data conversion checklist
Deliver data and data conversion checklists for testing. Walk the customer staff through testing data conversion	Deliver data and completed data conversion checklist	None



Task	CentralSquare Role	Customer Role
Tests results and reports any discrepancies.	Supports the Customer testing converted data	Test and validate data
CentralSquare Data Conversion Specialist adjusts conversion program and delivers data. Above steps are repeated until accepted.	Adjust Conversion Program	None
Customer signs off on completion	None	Sign Off

Roles and Responsibilities

CentralSquare:

- CentralSquare will assign a designated CentralSquare conversion team to analyze Customer legacy data.
- CentralSquare will arrange an analysis meeting with Customer Project Team representatives to review the conversion options and to confirm both the environment and module data to be converted.
- CentralSquare will develop conversion programs specific to the modules requested by Customer. CentralSquare will work closely with Customer staff throughout the process to find any data that is not clearly identified in the legacy system.
- CentralSquare will perform a maximum of three data uploads. If additional iterations are requested by the Customer, then each iteration will be billable at the standard hourly rate outlined in the Agreement. It is important for Customer representatives to thoroughly review and fully document discrepancies to avoid the need for additional conversion iterations and subsequent additional costs.
- CentralSquare will reconvert the module data with code table translations provided by Customer staff and upload the data to the Customer's Community Development server.
- CentralSquare will perform an internal audit of the converted module data to identify any application related issues. CentralSquare will make final corrections to items identified in the audit and on Customer's final punch list.
- CentralSquare will extract the final legacy data for the scheduled Go Live.

CentralSquare Roles participating in this task:

- Project Manager
- Data Conversion Consultant

Customer:

- Customer will be responsible for providing CentralSquare with legacy source data in any of the four following data formats: SQL database, Microsoft Access database, Microsoft Excel spreadsheet, delimited text file, etc. A final legacy system data extraction will need to occur immediately prior to the Go Live date and provided to CentralSquare.
- Customer staff will provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and CentralSquare's database. If sufficient documentation is not available, Customer will need to provide screenshots of the legacy system to assist in mapping data elements to the CentralSquare database.
- The Customer is responsible for validating all data once it is converted into Community Development.
- Customer will provide FAO that are familiar with existing data structures in the legacy system to assist with the conversion process, clean all data, and extract data from legacy to comply with CentralSquare file layouts.
- The Customer resources will provide the resources to assist with legacy data, data mapping, and data validation.



- The Customer will be responsible to get the legacy data “conversion ready”, meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that CentralSquare can read for import purposes (Excel spreadsheet, for example).
- Customer staff will review the converted data and provide CentralSquare with detailed, written feedback within one week of the delivery of a converted data set, or as mutually agreed by CentralSquare and Customer. This process will continue for several iterations. Customer will provide CentralSquare with a final punch list of module discrepancies.

Integration Scope

The Integrations with Community Development identified in the Agreement are as further described below. During the project, further discussion and discovery will take place and the Customer may request that CentralSquare perform modifications to the integration services scope. If the integration scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order, which will describe changes in scope of work and payment of fees due for such modified hours/pricing.

Applies to: Deliver batch export to Customer’s financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the Community Development system into the Customer’s financial system. A sample export routine with instructions must be provided to CentralSquare within thirty (30) days of contract execution.

Applies to: Financial data from a single source.

- Finance Batch to GL - Tyler MUNIS

Requirements and Notes:

- CentralSquare is not responsible for the applicable third-party software, third-party hardware, third-party system software or third-party services costs which may be required for the configuration of the interfaces described or any additional costs that the third-party might require for the integration to be successful.
- Customer is responsible for any necessary communications with third-party vendors, if necessary, to accomplish the Interface scope in this SOW. CentralSquare is not responsible for delays caused by third-party readiness.

Forms and Reporting Scope

CentralSquare will provide services as outlined in the agreement for custom forms and reports modifications.

Deliverable: Provide sample reports from the Community Development library, along with the following standard libraries:

- Permit Library includes a standard Permit Form, Certificate of Occupancy, Receipt, Invoice, and Inspection Results Letter.
- Enforcement Library includes two (2) standard Violation Letters.
- Plan Corrections Library includes a standard Plan Correction Notice and a standard Planning Commission Staff Report.



Requirements and Notes:

- Custom forms/reports specifications must be identified and signed off no later than the initiation of the Testing Phase of project, or as defined by the agreed project plan.
- Customer to provide information regarding fee formulas, usage, permit and project forms.
- Customer Sign off on forms/reports specification provided by CentralSquare:
- While minor changes to specifications are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the format and content is correct to the best of Customer's knowledge. Minor changes include:
 - Modifying form/report logic for data sources that are included in the specification;
- Major changes may incur an additional cost as defined by CentralSquare. Major changes include but are not limited to:
 - Requirements to reformat the report after it has already been delivered;
 - Modifications to the structure of content being displayed;
 - Changes requested after the deadline for issue submission;
 - Fundamental changes report format/content as determined by CentralSquare.
- Customer will use one of CentralSquare's standard formats. If CentralSquare standard format does not meet requirements, the Customer can have a custom form created at additional expense.
- Customer will provide written specifications and or current samples for all reports CentralSquare has agreed to develop.

Reports Approach

When CentralSquare is engaged to write reports CentralSquare and the Customer will use the following approach.

Task	CentralSquare Role	Customer Role
Create Scoping Document.	Advise Customer on best practices related to reports	Define initial report and requirements
Discovery between Customer and the Project Manager. Specifics of the report are detailed so that both parties have a full understanding.	Participate in Discovery and make decisions	Document specifications
Specifications or current report samples are created by the Customer and sent to CentralSquare.	Develop specifications and send to Customer for review	Provide input and answer questions if necessary
CentralSquare and Customer review and sign specifications.	Review specifications and provide feedback	Revise specifications as necessary
CentralSquare Report Writer creates report and delivers to the Customer.	Create report	Provide subject matter experts to answer questions if necessary
Customer staff tests results and reports any discrepancies.	Answer any questions from Customer as testing is executed	Review, test report, and provide feedback to CentralSquare
CentralSquare Report Writer adjusts reports based on the Customer feedback and re-delivers. Above steps are repeated until accepted.	Revise Report (if necessary)	None
Customer signs off on specification.	None	Provide Sign Off



Forms Creation Approach

When CentralSquare is engaged to develop custom forms, CentralSquare and the Customer will use the following approach.

Task	CentralSquare Role	Customer Role
Validate Forms Scope.	Advise Customer on best practices related to forms	Define initial forms and requirements
Discovery between Customer and the Project Manager. Specifics of the Workflow are detailed so that both parties have a full understanding.	Document forms specifications	Participate in meetings and make decisions
Specifications are created by the Project Manager and sent to Customer.	Develop specifications and delivery to Customer	Provide input and answer questions if necessary
Customer reviews and signs specifications.	Revise specifications as necessary	Review and provide feedback on specifications
CentralSquare Form Developer creates forms and delivers to the Customer.	Create forms	Provide subject matter experts to answer questions if necessary
Customer staff tests results and reports any discrepancies.	Answer any questions from Customer as testing is executed	Test forms
CentralSquare Form Developer adjusts forms based on Customer feedback and re-delivers. Above steps are repeated until accepted.	Adjust forms based on Customer feedback	None
Customer signs off on specification.	None	Provide Sign Off



Task 6: Quality Assurance Testing

From a project management perspective, quality assurance focuses on satisfaction with deliverable services. The CentralSquare Project Manager will work closely with the Customer Project Manager to ensure deliverables align with descriptions in the SOW. We expect feedback on delivery services to be shared at regular status meetings. A written acknowledgement at the end of each delivery verifies your satisfaction.

To ensure quality in delivery, CentralSquare provides services for the validation tasks outlined below. These tasks around verifying the application is function as designed, and as expected by the Customer, will provide the confidence the users need to ensure acceptance.

This stage of the project will begin with a CentralSquare Training Consultant coming onsite to perform FAO training with Customer staff. The Customer will then begin its testing process, notifying CentralSquare as issues / questions arise. There will be remote communication between the Customer and CentralSquare regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. CentralSquare will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other third-party systems (if any). The Customer will be responsible for communicating issues / resolution with all relevant vendors. However, it is imperative that the Customer lead and perform the actual testing processes to validate the results and confirm the system meets your business requirements.

Testing Types

The basic types of testing include:

- **System Testing** – performed in tandem with the installation process to ensure the system is operating effectively in your environment.
- **Integration Testing** – completed by end users after System Testing to ensure the configuration is properly operating.
- **User Verification Testing** – completed after Integration Testing prior to Go Live.

Roles and Responsibilities

CentralSquare

- CentralSquare Project Team will work with the Customer to schedule the appropriate validation tasks above.
- CentralSquare Project Manager will own communication with the Customer Project Manager around resolution delivery for all items.
 - User training for FAO Testing.
 - Assist Customer with questions / issues on as-needed basis.
 - Provide issue tracking portal for team member visibility to issues/status/resolution.
 - Provide iterative configuration / data conversion deliveries based on testing feedback.
 - Lead weekly status calls with Customer.
 - Maintain shared project plan.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule validation tasks.
- Customer application owners will participate in testing activities.
 - Provide key staff availability and appropriate facilities for training and testing.
 - Execute all phases of testing plan, including third-party integration.



- Provide constructive, detailed feedback to CentralSquare based on testing results.
- Coordinate issues / resolution to third-party vendors.
- Amend training plan / SOPs as needed.
- Participate in weekly status calls.
- Participate in system administration and report writing training.
- Power Users attend and participate in end-user training sessions.



Task 7: Training

CentralSquare will train both the Customer FAOs and end users as part of this project. During the planning phase, the CentralSquare Project Manager and the Customer Project Manager will develop a Training Plan in accordance with the scoped hours as provided by the Agreement.

Requirements and Notes:

- Onsite means at Customer's facilities.
- Remote means from CentralSquare facilities.
- Completed workbook must be received by CentralSquare prior to the start of the configuration phase.
- Class size is limited to eight (8) to twelve (12) students, during hands-on sessions.

Roles and Responsibilities

CentralSquare:

- Provide experienced Training Consultant(s) to conduct training.
- Define training schedule (start and end times, breaks) for each class/series with the Customer Project Manager.
- Assist Customer in identifying appropriate training participants and in confirming the sequencing of training classes for all licensed solutions and applications.
- Conduct conference call with the Customer one to two weeks prior to training (for each new class or series of identical classes) to review Customer preparation steps and verify readiness for training.
- Provide electronic access to CentralSquare training information for all courses.
- Follow-up internally and with the Customer on any issues or action items arising during training.

CentralSquare Roles participating in this task:

- Project Manager
- Training Consultants for each Core Product

Customer:

- Identify and schedule appropriate personnel to attend training.
- With the exception of an emergency, attend training without interruption or distractions (e.g., use of mobile devices unrelated to the training).
- Customer will provide the necessary classrooms, facilities, materials, copies of documentation, network, Wi-Fi and/or lines to data terminals, personal computers and PC operating system software, and related equipment to support training classes. This includes one full-functioning workstation per student, one full-functioning workstation for the instructor, an LCD, a projection screen, a whiteboard, and connectivity to the server.
- Ensure that Customer personnel to receive train-the-trainer training have the prerequisite skill sets, operations knowledge base, and dedicated time to complete follow up tasks after the completion of the training.



Training Approach and Knowledge Transfer

FAO Training: CentralSquare will conduct training for the FAO. The following areas are the types of training CentralSquare will conduct with the Customer's FAO.

Training Descriptions	Descriptions
Modules Overview	CentralSquare staff will provide the Customer an overview and understanding of all modules in Community Development which are part of this SOW.
Community Development Navigation Training	Basic navigation on the user interface in Community Development.
Security Training	CentralSquare will train the Customer on all aspects of how to set up and use the security components in Community Development. Customer is responsible for overall Security set up and configuration after training.
Community Development Module Configuration and Unit Testing	CentralSquare completes the set-up of Community Development and does initial testing.
Process Training	Once Community Development is set up, data is converted, and the Customer FAO has been trained the Customer will fully test. CentralSquare will train the FAO on how to create and process records using the Community Development software. This will prepare the team to conduct testing and to start getting prepared for end user training.
End-User Training	CentralSquare will train end-users assigned by the Customer. Training will be in a classroom environment and formally completed after testing is completed and before Go Live.



Task 8: Mock Go Live Support

Once the solution is online in a pre-production environment CentralSquare will facilitate a Mock Go Live shortly after training begins. The intent of the Mock Go Live is walk through the Go Live plan and task list to ensure Customer is ready for the move into production. The inclusion of end users with Go Live tasks during this process is critical to ensuring readiness.

Should issue arise during the Mock Go Live, the Project Managers document, track, and prioritize for timely resolution. All issues will be classified in the same manner as the previous testing tasks.

Roles and Responsibilities

CentralSquare

- CentralSquare Project Manager will work with the Customer Project Manager to schedule planning meeting for the Mock Go Live event.
- CentralSquare Project Manager will provide a written Post Mock Go Live Report of all functional testing. Any items that fail testing will be discussed with Customer and prioritized for resolution.
- CentralSquare Project Manager will own communication with the Customer around resolution delivery for all items.

Customer

- Customer Project Manager will work with CentralSquare Project Manager to schedule the Mock Go Live event.
- Customer Project Manager provides accommodations for the Mock Go Live event, as these are hands-on activities with the Customer, devices for testing applications must be provided by the Customer.
- Customer will make end users of the system available for Mock Go Live activities.
- Customer Project Manager will provide feedback on Post Mock Go Live Report within 10 business days from receipt.



Task 9: Go Live Support

This stage of the project involves using the system in production. The Customer and CentralSquare will agree upon a Go Live week during which the Customer will cease use of the legacy system and will begin using Community Development for production use. Immediately prior to Go Live, CentralSquare and the Customer will perform final data conversion from legacy system(s) into Community Development. During data conversion, the Customer understands that services on legacy software may need to be suspended or operations be continued in an alternative manner.

The Customer will begin production use of Community Development with CentralSquare staff onsite for support. Although other CentralSquare team members will be involved with support tasks and the resolution of issues, the CentralSquare Project Manager will continue to be the Customer's main point of contact throughout Go Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the CentralSquare Consultant roughly forty-five (45) days after Go Live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer's goals.

Customer has contracted with CentralSquare to provide onsite Go Live support services. The Go Live strategy is to take the customer live with all products at the same time. These services provide Go Live coverage for eight (8) hours per day for up to two (2) days for multiple personnel, during normal business operations. CentralSquare and Customer Project Managers will mutually agree on a plan that provides assistance and support to Customer system users within the scope of the Go Live services contained within this Agreement.

Roles and Responsibilities

CentralSquare:

- Review Customer Go Live preparation plan with schedule and checklist with the Customer Project Manager and team at four and two weeks prior to the date.
- Complete technical preparations the week prior to Go Live, including deleting all test data from the production environment and copying the final Go Live configuration to the training environment.
- Meet with Customer Project Team and Go Live resources to discuss schedule of events and final customer preparations.
- Outline an issue reporting procedure for CentralSquare and Customer staff during cutover activities. Maintain a log of all outstanding issues and identify each of their priorities and responsible party assignments.
- Escalate any issues requiring immediate resolution, add non-critical issues to a punch list managed by the CentralSquare Project Manager and resolved by the CentralSquare implementation team.

CentralSquare Roles participating in this task:

- Project Manager (remote or onsite)
- Community Development Training Consultant (onsite)
- Community Development Data Conversion Consultant (onsite)
- Community Development GIS Consultant (remote)

Customer:

- Complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.
- Meet with CentralSquare Project Team the day prior to Go Live to discuss schedule and final preparations.
- Customer Project Manager provide support and assistance throughout Go Live event.
- Customer FAO/SME's to provide first line support during Go Live activities with the support of CentralSquare Project Team.
- Bring any application or hardware issues to the attention of the CentralSquare Project Team for prioritization and resolution according to the issue reporting procedures outlined in the cutover plan.



Task 10: Transition to Product Support

After Go Live, CentralSquare transitions responsibility for assistance to Product Support. The CentralSquare Project Manager and the appropriate Product Support Manager hold an introductory call to introduce Support guidelines and personnel to members of the Customer Project Team and/or other key agency personnel who will be authorized contacts for CentralSquare Product Support. The CentralSquare Project Manager and implementation team continue to own responsibility for tracking and resolving any implementation related issues identified prior to or at Go Live, providing continuity to assure timely closure of any implementation related issues.

Transition from the CentralSquare Project Management Team to support is a formalized process that engages the CentralSquare Services and Support teams and the Customer. The Customer is involved in the transition of agreed upon open items, acknowledgment of their priority, and delineation of owner prior to Go Live. Implementation items will stay with the Project Management Team and all product-related issues will transition to CentralSquare Support. The following tasks are an important part of this formal process where the CentralSquare Services and Support teams along with the Customer will execute a Go Live approval no later than two weeks prior to Go Live.

Go Live approval document will include:

- All project deliverables that have been completed (line item, per contract) with attached proof of deliveries for each item.
- All project deliverables associated with the quote/project that remain to be completed (line items, per contract).
- All open support issues by item number, with intended resolution and timeframe per item.
- Next Phase functionality that has not been contracted for (via change Agreement or new project). This specifically acknowledges ideas that have been generated but are not part of the current scope of work.
- The Customer is responsible for acknowledging receipt of a complete list of remaining work and known defects; acceptance of completed data conversion or identifies specific issues; and, acceptance of all funded and custom software with acknowledgement the system is production ready.