

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONALSERVICES AGREEMENT SOFTWARE NO. RFP 22-R00067/PH**

THIS Agreement made and entered into this _____ day of _____, 2024, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the "County" and Systems and Software, Inc., a Division of N. Harris Computer Corporation, duly authorized to conduct business in the State of Florida, hereinafter called the Professional or "Contractor" or (in the Schedules hereto) "S&S".

W I T N E S S E T H:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) seeking firms or individuals qualified Vendors of utility billing software with required capabilities contained within RFP 22-R00067/PH, Exhibit "A" (Scope of Work)", and

WHEREAS, based upon the County's assessment of Professional's proposal, the County selected the Contractor to provide the services as defined herein; and

WHEREAS, Professional represents that it has the experience and expertise to perform all services as set forth in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, and covenants set forth in this Agreement, County and Professional agree as follows:

SECTION 1. DEFINITIONS

- 1.1 **BOCC.** The Board of County Commissioners of Hernando County, Florida.
- 1.2 **County Administrator.** The Hernando County Administrator or its designee.
- 1.3 **Completion of Services.** That Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- 1.4 **Final Acceptance.** The date the Software has "gone live" and is in production use and the Customer has provided written Acceptance that the Software is performing in accordance with its published Documentation and the specifications of this Agreement. Within sixty (60) days of the Go Live date, Customer will create a list of defects which must be cured before Final Acceptance is given. Final Acceptance will not be withheld for minor and inconsequential errors or defects.
- 1.5 **Services.** All required installation, integration, programming, configuration, customization, and enhancements of the System, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the System, as further specified in Exhibit A.
- 1.6 **Software.** All proprietary or third-party software or other intellectual property, including the Documentation for same, provided or licensed to County or third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) listed in Exhibit A and any subsequent updates, upgrades, releases, or enhancements thereto developed or provided by Provider during the term of this Agreement.
- 1.7 **Statement of Work"** means the statement of work appended hereto as Exhibit "A", delineating, among other things, the Services that will be provided by S&S to Organization pursuant to this Agreement, as such schedule

may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

SECTION 2. SCOPE OF SERVICES

2.1 The Professional and the County mutually agree that Professional will furnish all implementation services and obligations related to and as described in the RFP No. R00117/PH (Exhibit A "Scope of Work") and Exhibit A, Schedule ISA-1 attached hereto.

2.2 Provide training.

- 2.2.1 Professional recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
- 2.2.2 Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
- 2.2.3 On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
- 2.2.4 Cancellation of any on-site Services by County is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. County will be billed for any non-recoverable direct costs incurred by Professional that result from a cancellation by County with fourteen (14) days or less of scheduled on-site Services. Additionally, County hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Professional's then current schedule permits. Professional is not responsible for any delay in County's project resulting from County's cancellation of Services. If upon Professional arrival, the County is not adequately prepared or has not completed the assigned tasks for such visit by Professional, then the County will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Professional. If additional Services are required because the County was not adequately prepared, Professional will provide a Change Order to the County for the additional Services.
- 2.2.5 For the full term of this Agreement Professional shall provide Support and Maintenance Services including any specific Support Services elected by County, as set forth in the Support and Maintenance Agreement, Schedule "B" hereto.

SECTION 3. TERM AND PERFORMANCE.

3.1 Term. Professional shall complete all Services required in this Agreement as indicated in Exhibit "A" and "B" ("Fee Schedules"), subsequent to the execution of this Contract, upon written notice from the Hernando County Administrator and/or its designee and shall be completed within Eighteen (18) months from the date of issuance of the Purchase Order and /or Notice to Proceed and end five (5) years after the date of issuance or as otherwise agreed in any SOW work between the parties.

- 3.1.1 Any schedule for deliverables or milestones, or amendments will be agreed upon by the parties in writing and attached hereto and incorporated herein by reference.

3.2 The contract and associated agreements may be unilaterally renewed by the County for five (5) additional one-year terms by sending notice of renewal to Contractor at least thirty (30) days prior to the expiration of the then-current term, contingent upon the County's acceptance of any provisions for adjustments of fees outlined in Schedules "B" and "C".

- 3.2.1 If any such renewal results in changes in the terms and conditions or increase in fees, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

3.3 Performance (Professional).

- 3.3.1 The Services shall be performed with the County's full co-operation, on the premises of the County or, as agreed to by both parties, at an alternative location. Professional agrees, while working on the County's premises, to observe the County's rules and policies relating to the security thereof, access to or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information. Professional agrees that when it is working on the County's premises, its personnel shall observe the County's administrative and ethics codes relating to the security, access or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information.
- 3.3.2 Professional shall respond expeditiously to any inquiries pertaining to this Agreement from the County.
- 3.3.3 As an independent consultant, County retains Professional on an independent contractor basis and not as an employee.
- 3.3.4 Professional agrees to work closely with County staff in the performance of Services and shall be available to County's staff, consultants, and other staff at all reasonable times.
- 3.3.5 The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Contract may request and be granted a conference.

3.4 Performance (County).

- 3.4.1 The County acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the County and its staff and agrees to act reasonably and co-operate fully with Professional to achieve the Completion of Services.
- 3.4.2 The County shall allow the use of online diagnostics on the Software supplied by Professional to County, if required by Professional during problem diagnosis. County shall provide to Professional, access to the Designated Computer System via the County's firewall to communications software (e.g., PC Anywhere, WebEx, Web Demo).
- 3.4.3 The County shall install all Updates within a reasonable period of time of County's notification of their availability. However, any fix or correction designated as "critical" by Professional shall be implemented by County within thirty (30) days of notification to the County by Professional of its availability.
- 3.4.4 The County shall notify Professional of suspected defects in any of the Software supplied by Professional. County shall provide, upon Professional request, additional data deemed necessary or desirable by Professional to reproduce the environment in which such defect occurred.
- 3.4.5 The County shall establish proper backup procedures necessary to replace critical County data in the event of loss or damage to such data from any cause. The County shall provide Professional with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

3.4.6 The County shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Professional's manuals and instructions. If the County's personnel are not properly trained as mutually determined by Professional and the County, The County agrees that such personnel will be trained by either Party within fifteen (15) days of determination. If the County desires Professional to perform the required training, then Professional shall be compensated in accordance with this Agreement.

3.5 Performance (County and Professional). The Parties shall appoint a project manager (the "Project Manager") who shall work closely together to facilitate the successful completion of the implementation process.

SECTION 4. ACCEPTANCE BY COUNTY

4.1 Acceptance of Software and deliverables are as set forth in Exhibit "A" hereto. The County's acceptance of Software and deliverables will not be unreasonably withheld.

4.2 The County will not accept the software until it has validated that Professional has met all requirements stated in the RFP.

4.3 All software must pass the test to have the County declare that the objectives of the test have been met, including the following: 1) Free from operational defects, 2) Compliant with all specifications and requirements, and 3) Delivered and accounted for, including all media, documentation, training, and support items.

4.4 In the event there are acts or omissions on the part of the County that result in delays to the Go-Live date Go-Live date, the Professional may request an extension of the contract time. Upon receipt of such a request, the County shall promptly review and grant to the Professional an extension of the Contract time, by "Letter of Time Extension", which shall not be unreasonably withheld, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

4.5 It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within to complete all services on the project. In the event there have been delays that would affect the Go-Live date, or project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

4.6 In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the Go-Live or project completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

4.7 If after testing a deliverable or the system and the deliverable or system does not function in accordance with Exhibit A, the County shall have the option, upon notice as described in section 9.2 below to:

- 4.7.1 Conditionally accept the deliverable at its then level of performance, or
- 4.7.2 Extend testing for such period as determined by the County; or
- 4.7.3 Accept those portions of the deliverable which pass the acceptance criteria and require the Contractor to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted, less any reasonable cost associated with the delay; or
- 4.7.4 After notice and opportunity to cure as stated in Section (9), terminate the Agreement in its entirety. Upon such a termination under this section, Contractor shall promptly return to County all moneys paid by County to the Contractor for the terminated Software and related Services, and County shall promptly return or destroy all copies of the terminated Software.
- 4.7.5 Pursue such remedies as may be available to the County at law or in equity.

SECTION 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Support and Maintenance Services shall be provided pursuant to the terms and conditions set forth in Schedule "B" attached hereto and incorporated herein by reference.

5.2 All Services and Support and Maintenance Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Professional may associate with Specialists, Sub-Professionals, Third-Party Hosts and/or other Professionals ("Sub-Professionals"), for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize Sub-Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Sub-Professionals' work and may not assign or transfer work under this Contract to other Sub-Professionals unless approved in writing. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization. It is specifically understood that Oracle and/or any other Hosting providers are not included in the definition of Specialists and/or Sub-Professionals.

SECTION 6. RIGHT TO OWNERSHIP

6.1 County Proprietary Rights. County owns all of its data in whatever format it is provided to County pursuant to this Agreement. Any customized work product whose ownership will be transferred to County will be specifically identified in an appropriate Statement of Work. All notes and/or reports prepared and delivered under this Agreement shall be considered works made for hire and shall become the property of the County upon expiration or termination of this Agreement. Any specifically developed works for the County will be as set forth in the SOW (Exhibit "A" hereto) or another Schedule hereto. No rights in ownership of Professional's software will vest in the County, as the Professional's Software is licensed not sold.

6.2 Professional's products are licensed, not sold. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) provided by Professional are the sole property of Professional. County shall not have any right, title, or interest to any such Software or copies thereof except as expressly provided in this Agreement and shall take all reasonable steps to secure and protect all Software consistent with maintenance of Professional's proprietary rights therein.

6.3 The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement or any license granted under this agreement.

SECTION 7. WARRANTY AND WARRANTY DISCLAIMER.

7.1 The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound and industry-standard practices and principles. Professional shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.

7.2 Professional represents and warrants to County that the system will:

7.2.1 Perform substantially as described in this Agreement and Exhibit A and B.

7.2.2 All software is to be free from defects in design, material, and workmanship, is capable of sustained performance in the operating environment.

7.2.3 Timely response and remediation of technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, Professional shall respond immediately to correct problems so that service is not disrupted.

7.3 The express warranties contained above are in lieu of all other representations, warranties and conditions, express

or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Professional does not represent or warrant, and the County acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome. Warranties for Licensed software, support and maintenance services, and hosting services are as set forth in Schedules "1", "2", and "3".

SECTION 8. COMPENSATION

8.1 The County agrees to pay the Professional compensation as detailed in Exhibit B attached hereto and made a part hereof. In no event shall the total fees payable under the Contract exceed the fee listed Exhibit B without the prior written consent of the County. Any increase or change in compensation shall be agreed upon in advance in writing by both parties.

8.2 Professional may submit invoices for deliverable(s) only after the deliverable(s) required to be completed for a Project Milestone payment have been completed and accepted in accordance with Exhibit B.

8.3 Prompt Payment. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.

8.4 The Organization shall reimburse Professional for its reasonable direct travel. Whenever travel costs are billed, the provisions of Section 112.061, Florida Statutes, (Current Edition) shall govern as to reimbursable costs, except to the extent, if any that Exhibit B expressly provides to the contrary.

8.5 Professional shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

8.6 Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable shall be by written amendment to the Agreement and signed by the parties.

8.7 All invoices should be paid via wire transfer or via check sent to the following address:

SYSTEMS & SOFTWARE, INC. 62130
Collections Center Drive
Chicago, IL 60693-0621

8.8 No changes to this Agreement, fees, or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County

SECTION 9. TERMINATION

9.1 If the County reasonably determines that the performance of the Professional or Sub-Professional is not satisfactory; the County shall have the option of:

9.1.1 Terminating the Contract based on any breach that is not cured within thirty (30) days after written notice identifying the breach. If Professional fails to cure the default within the time specified, the County may terminate the Agreement immediately by giving Professional a written notice thereof, in addition to reserves all rights and remedies it may have in equity or under law due to such breach.

9.1.2 The County reserves the right to immediately suspend, cancel, or terminate the Contract without penalty in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Contract. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

9.1.3 The County also reserves the right to immediately terminate or cancel this Contract in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

9.2 This agreement may also be terminated for convenience. If the County requires termination of the Contract for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination, which shall be not less than ninety (90) days after the date of such written notice and specify the state of work at which time the Agreement is to be terminated. The Professional shall be entitled to receive payment of all work satisfactorily performed hereunder and expensed incurred through the date of termination.

9.3 In the event the County fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Professional has under this Agreement or otherwise, Professional shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

9.4 The parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Professional to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the parties and a material obligation of Provider under this Agreement.

9.5 Upon termination, or expiration of this agreement, any of the County's Data, including any reports, and other documents prepared by Professional and associated with this contract, whether finished or unfinished, shall become the property of the County. Professional shall not destroy, overwrite, erase or otherwise prevent access by County to County's Data until ten (10) business days after County delivers to Professional written confirmation that Professional has successfully delivered to County a complete, reliable and usable electronic copy of its Data and County has successfully transferred its Data to a new cloud provider or host provider. No less than ten (10) business days, but no more than thirty (30) days, after County delivers said confirmation, Professional shall permanently destroy the Data in its systems, including but not limited to its or Sub-Professionals' or third-party host's servers, backup tapes and drives, etc. ("Systems"). Within five (5) business days of such destruction, Professional shall deliver to County a sworn destruction certificate confirming destruction.

SECTION 10. HEADINGS AND INTERPRETATION

10.1 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 11 REQUIRED INSURANCE

11.1 The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

11.2 Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

11.3 The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 12. CONFLICTS

12.1 The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

12.1.1 For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13. PUBLICITY

13.1 Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph seven (7) hereof, such data or information is the property of the County. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 14. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

14.1 The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes (Current Edition) as it relates to work performed under this Contract, which standards are hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 15. INDEMNIFICATION

15.1 To the fullest extent permitted by Florida law but subject to the Limitation of Liability hereinafter Professional covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

15.2 Limitation of Liability

15.2.1 Notwithstanding anything in this Agreement to the contrary, Contractor shall have no liability pursuant to this Agreement for any damages or Defects to the System caused, directly or indirectly, by County modifications to the System, that are implemented without the prior written consent of Contractor.

15.2.2 The liability of Contractor to County for damages suffered by County arising out of or in connection with this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to a sum up to the total fees, as set out in Exhibit B of this Agreement. The foregoing limitation does not apply to claims arising from the gross negligence or willful misconduct of the Professional. 15.2.3 In no event shall either Party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the Parties have advance notice of the possibility of such damage.

15.3 The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing contained in this Agreement or Exhibits will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this Agreement or Exhibits will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

SECTION 16. NOTICES

16.1 All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address, and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 17. RIGHT TO AUDIT

17.1 Professional will keep adequate records and supporting documents applicable to this Contract. Hernando County reserves the privilege of auditing. Said records and documentation will be retained by the Professional for a minimum of five (5) years from the date of final payment on this Contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during normal business hours, during the period of this Contract and a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (Current Edition), Consultant/Firm shall comply with the Florida Public Records' laws as outlined in the attached RFP.

17.2 Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under this Contract.

SECTION 18. COMPLIANCE WITH STATE AND FEDERAL LAW

18.1 The Professional shall comply with all material federal, state, and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

SECTION 19. GOVERNING LAW

19.1 Unless otherwise required by law, this Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. In any litigation arising from this agreement, the parties shall bear their own costs and attorneys' fees.

SECTION 20. E-VERIFY.

20.1 Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement).

20.2 Accordingly, Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

20.3 A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County. Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

20.3.1 The County's Purchasing Contracts Department at (352) 754-4020: and

20.3.2 ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

20.4 In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate. Contractor/Consultant/Professional is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

- 20.4.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 20.4.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
- 20.4.3. Establish a written hiring and employment eligibility verification policy.
- 20.4.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 20.4.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
- 20.4.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 20.4.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 20.4.8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
- 20.4.9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 20.4.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

- 20.4.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 20.4.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 21. Force Majeure.

21.1 If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing, unless prohibited by the severity of the event of force majeure, and resume performance hereunder whenever and to the full extent such causes are removed. However, if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

SECTION 22. WAIVER OF RULE OF CONSTRUCTION

22.1 This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

SECTION 23. SEVERABILITY

23.1 In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

SECTION 24. NO WAIVER.

24.1 The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

SECTION 25. COUNTERPARTS

25.1 This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 26. REPRESENTATION OF AUTHORITY

26.1 Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority. Professional represents that it is an entity authorized to transact business in the State of Florida.

SECTION 27. MODIFICATION OF CONTRACT

27.1 Before any additions or deletions to the work described in Exhibit "A" or Exhibit "B", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary changes and shall enter into a

supplemental written agreement covering such modifications and the compensation, if any, to be paid therefor no modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

SECTION 28. ASSIGNMENT

28.1 The Contractor may not assign this Agreement to any other corporation, partnership or individual without the express written consent of the County. A change of control of Contractor or a transfer by Contractor for purposes of financing shall not constitute an assignment hereunder.

SECTION 29. ORDER OF PRECEDENCE, EXHIBITS AND SCHEDULES

29.1 Each of the following Exhibits, and Schedules are appended hereto and incorporated herein by reference. In the event of any ambiguity or inconsistency, or conflict between the terms of this Agreement and any Exhibit or Schedule, the order of precedence will be as follows:

- 1) The Agreement, including RFP 21-R000117/PH Utility Billing Software
- 2) Exhibit "A" Scope of Work
- 3) Exhibit "B" Fee Schedule
- 4) Remaining Schedules to this Agreement; provided, however, that each Schedule shall take precedence as to the subject matter thereof if its terms conflict with those in this Agreement.
 - a. Software License Agreement Schedule
 - b. Schedule "B": Maintenance and Support Agreement
 - c. Schedule "C": Hosting Services Agreement

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)


BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

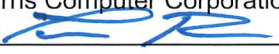
Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

_____ Date: _____
Elizabeth Narverud, Chairperson

Approved as to Form
and Legal Sufficiency

By: Victoria Anderson
County Attorney's Office

Witness 
CHAD Boode

Systems and Software, Inc., a Division of N.
Harris Computer Corporation
By:  Date: March 19, 2024

Printed Name and Title of Professional
TODD RICHARDSON CFO



Exhibit A

Hernando County CIS Implementation

Statement of Work

Document Version 2.0

Change Record

Version	Change Description	Author	Date
1.0	Initial Draft	John Knight	May-05-2023
2.0	Updates	Bubba Darling	June-04-2023

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0 OVERVIEW

Systems and Software, Inc., a Vermont Corporation (“S&S”), is pleased to present this Statement of Work (SOW) to Hernando County (HC). This SOW is only valid as an attachment to the signed Implementation Service Agreement between S&S and HC.

This SOW defines the S&S enQuesta Customer Information System (CIS) that will be implemented to replace the Legacy System currently in use as well as the associated technical services and implementation services. The responsibilities of both HC and S&S throughout the duration of the Project are also detailed.

S&S and HC agree to cooperatively manage the cost, schedule, and scope of the project.

0.0 DEFINITIONS

Refer to Appendix A – Definitions.

0.1 PROJECT BACKGROUND

The Hernando County Utilities Department currently serves over 66,000 utility customers as a provider of water and wastewater treatment (sewer) services. Accordingly, the utility billing software needs to be dynamic enough to adjust to experienced and anticipated growth patterns. The current utility software bills for water and wastewater (sewer), interim assessments, septage disposal, bulk water, temporary water (construction) and billable damages. Each are itemized as separate categories (service codes) for financial accounting and operational reports, including identification of accounts as residential or commercial. Additionally, our geographic service area is designated into municipalities, subdivisions or small regional areas for ease of distributing work orders and focus for water conservation efforts. Account numbers established are alpha numerical nomenclature to distinguish what area/subdivision the service address is located.

The Hernando County Utilities Department billing division is responsible for a myriad of monthly utility billing functions, such as billing preparation of statements, review of cycle reads, and payment processing. Customer service, meter reading, meter installations and replacements are additional facets/divisions of the Utilities Department that will be most impacted by a change of utility billing software. The billing division bills 4 cycles each month for an average of 16,500 meter readings per cycle. Meters are read via radio-transmitted reads. Each cycle contains approximately 35-45 routes with no more than 1000 meter reads in any of the routes. Our meters are read by Neptune N_Sight software. Readings are subsequently reviewed for anomalies, such as high consumption and zero consumption, as well as other analytics. Our customer service division is responsible for establishing new accounts, closing existing accounts and providing information to callers from the Customer Information System (CIS) pertaining to the customer's account, consumption, usage patterns, as well as to confirm customer profile information and assist with various utilities questions. InvoiceCloud provides Electronic Bill Payment and Presentment (EBPP), Cathedral Corporation is currently our print and mail vendor, and Bill 2Pay provides processing for our mailed payments. Work order management is via Lucity, a product of Central Square. Hernando County Utilities' current billing software is CommunityPlus, also a product of Central Square, and our Clerk of the Court currently utilizes a financial software product of Central Square's, eFinancePlus.

0.2 PROJECT DRIVERS

THIS SECTION IS RESERVED FOR DRIVERS TO BE DETERMINED BY HC.

1 PROJECT SCOPE

1.0 SOFTWARE MODULES SCOPE

The following software will be provided by S&S as part of this Statement of Work.

Application/System Name	Capabilities
enQuesta	Account Management Document Designer Utility Billing Job Scheduler Rate Management Financial Management POS Management Credit & Collections Device Management Workflow Scheduling New Service Work Queue Security & Auditing Administrator’s Portal Reporting
Customer Self Service Module(s)	S&S’s base Capricorn web self-service solution.

Application/System Name	Capabilities
enQuesta Analytics Software	Provides HC with the ability to generate ad hoc reports and dashboards.

Any enQuesta modules that are not listed above are considered out of scope for this project.

1.1 SOFTWARE MODIFICATION SCOPE DETAIL

S&S' response to the HC RFP (Request for Proposal) did not identify any software modifications. If HC identifies certain modifications during the Project, S&S will work closely with HC to evaluate and scope those modifications, which will be addressed through a Change Order.

1.2 INTERFACE SCOPE DETAIL

The following interfaces have been scoped and included as part of the project deliverables. Any work or changes needed to the 3rd party system (a system that is currently in place and enQuesta will be integrating to) or a HC network or hardware component is the responsibility of HC or that 3rd party system vendor via HC.

Interface Name	Vendor	Type of Interface (Flat/API/Table View)	One-Way or Two-Way
Financial	eFinance Plus	Flat files (GL and AP)	One-way (No check # coming back to CIS)
Payments	InvoiceCloud	API	Two Way
Bill Print	InfoSend	TBD	TBD

Work Mgmt	Lucity	TBD	TBD
Remittance	Catalis	Flat file	One Way
Metavante	Metavante	Flat file	One Way
Outbound Dialing	New System	Batch?	Two Way
Screen Pop	New System	API	Two Way
Meter Reading	Neptune	Batch files	Two Way

1.3 CAPRICORN SCOPE

The scope of this project is to provide HC with standard Capricorn functionality, as follows:

- The presentation experience will accommodate the current version of most common browsers and is responsive to screen size on the most common devices.
- Customer Portal Discovery Sessions. S&S will work with HC to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.
- Install and configure Customer Portal for Utilities software, specific to HC requirements with rich web presentment of "My Account" information to residential and commercial customers of HC, including graphical display features, historical account view, and customer comparison analytics. The presentation experience accommodates the current version of most common browsers and uses responsive design for optimal viewing on a variety of computer devices (desktop, notebook, tablet, smart phone).
- Customer Portal CIS Integration: Provide real-time data integration with enQuesta CIS utilized by HC using web service APIs. CIS integration will provide usage, billing and payment history and customer account analytics.

- Payment Integration: Online Payment processing via SSO integration with the payment processing portal.
- E-Bill Integration: Configuration of e-bill presentment to provide HC customers with an online view of their current and historical bills (limited to what is being converted). Bills will be presented in PDF format and served using the same method as is configured for enQuesta. If ebill enrollment is not provided by the Payment Integration, this will include the ability for users to opt in/out of ebill/paperless.
- Customer Portal CSR Support: Interface for HC Customer Service Representatives (CSRs) to assist customers during the online experience. CSRs will have various administrative options to assist customers reset passwords, secret question management and other profile management tasks.
- Customer Portal Site Account Management: An Account Management system that provides customer profile management, including customer self-registration, contact and access management, and single login for multiple accounts.
- Customer Portal Site Administration: Administration facility for the HC staff to easily customize and manage utility customer portal corporate branding, messaging and content.
- Customer Portal CSR Training: Provide training for HC CSRs on the CSR facility to assist customers during the online experience.
- Customer Portal Administrator Training: Provide training for HC staff on site administration, to easily customize and manage corporate branding, messaging and content.

Optional Scope – Customer Self Service

- Self Service Forms to be delivered:
 - Address change
 - Move Forms Request
 - Name Change Request
 - Seasonal Restart
 - Installment Payment Arrangement

enQuest Link (optional) EnQuesta work flows associated with going external to the field to be executed by the enQuesta link solution generally fall into one of the 8 listed base completion flows below. All external work flows have the flexibility to be configured to perform a number of additional functions as a result of completion such as a Misc Charge being associated to an account as a result of a complete work flow.

The following are the enQuestaLink base workflows:

- 1 Investigation – This base flow incorporates work flows used to capture meter readings. These types of Work flows relate to devices associated to the infrastructure associated to capturing usage and the resolution that may generate additional work flows such as future dated revisits, adjustments to accounts, Letters, door tags, Etc.
- 2 Install - These types of work flows related to installing new device(s) at an existing or New service at a premise.
- 3 Remove - These types of work flows are associated to the removal of devices associated to an existing service at a premise.
- 4 Exchange – These work flows remove and install 1 or multiple devices (Meter, Register Radio) at a service on the premise.
- 5 Turn On - These work flows are associated to capturing a reading and turning on the service (examples are Turn on payment received, Turn on repairs complete, Seasonal turn turn off)
- 6 Turn Off - These work flows are associated to capturing a reading and turning off the service (examples are Turn off for non payment, Turn off for repairs, Seasonal turn turn off)
- 7 Test – This base work flow allows enQuesta work flows to populate device test information to be stored associate to the device.

Moves – The enQuesta workflows that are associated to finaling off an existing customer and capturing the start read for the new customer moving in. (Examples of work flows are Move out /Move In, Move in, Move Out Vacant.

1.4 BILL PRINTING SERVICES

Bill printing services to include the following:

- Bill to be created in PDF form from enQuesta. This will be transmitted (by HC) to the bill print site, and the bill will be printed and sorted for USPS maximum savings.
- Format of bill to be a two-sided bill, with the back pre-printed (no merge fields)
- Estimated costs based on approximately 70,000 bills to be printed per month, and approximately up to 5,000 letters and notices per month.
- Bill print colors will have 2 different options in the pricing. 2 Colors each for the front and back of the bill, and an option for 4 colors for the front of the bill, and 1 color for the backside of the bill. (If more colors are required there are additional options)
- Bill print to include up to 6 different invisible codes for Multipage bills, pull bills, etc..
- Bill print services to include Standard 8.5" x 11" Paper stock
- Bill print services to include Double window outgoing #10 envelope
- Bill print services to include Single window return #9 envelope.

1.5 DATA CONVERSION SCOPE

The purpose of this section of the SOW is to define the scope of data to be converted as part of the implementation. Additionally, a high-level description of the conversion process is given. The information below will be incorporated in the Data Conversion Plan that will be developed during, and used for, the Project.

Data Sources

The legacy CIS system is Community Plus.

Data to be Converted

The following information will be converted.

- Service streets (geographical street names as related to service areas)
- Metering devices (meters and related reading components)
- In-stock meters/registers and related devices that are also inventoried (meters/registers and devices (e.g., ERTs) held in inventory)
- Balance table (all outstanding account balances, converted as receivable only, by date [if directly available from the source system]) organized by enQuesta application
- Premises (all data associated with service addresses)
- Customer accounts –
 - For accounts that bill for utility services at a location in the service area (i.e., likely all or most of HC's accounts), there are three categories of accounts to consider: 1) active accounts, 2) accounts with collectible money and 3) inactive accounts without collectible money. S&S will convert all accounts in categories 1 and 2 regardless of account start date (i.e., number of years to look back). Accounts in categories 1 and 2 include all active accounts, all active and inactive accounts with an AR balance, inactive/write-off accounts for which you can provide write-off balance totals, and all accounts with held deposits. S&S will convert accounts in category 3, but only those that have been inactivated in the past three (3) years. Accounts in category 3 include inactivated accounts, inactive/write-off accounts without write-off balance total information, and demolished accounts.

- Customer Payment Methods for converted accounts
- Write-offs organized by service (e.g., , water, sewer, , ,) (if available directly from the legacy database)
- Payment History for converted accounts - three (3) years. Note - converted as simple line items in billing history
- Pending (amounts asked for, but not yet paid), Active (paid) Deposits and Refunded/Applied Deposits
- Personal information (all customer-related account data for converted accounts)
- Contact information (subset of personal information relating to contact address and phone numbers)

- Customer Notes for converted accounts (converted individually by date [if available], each note must tie to a premise, customer or account number.)
- Consumption history for converted accounts – ten (10) years
- Billing history for converted accounts – three (3) years. Includes payment and adjustment amounts, cleared financial transactions such as charges, credits, payments, fees, and billing charges grouped together as skeletal bills. Also includes breakdown by service and previous balances (assuming Legacy System can provide data by service). Converted billing history will not have sufficient detail to support automated rebill functionality in enQuesta, therefore manual adjustments will be necessary until enQuesta history is established.
 - Note that S&S cannot guarantee that the billing history can be converted with enough accuracy to support detailed reporting. It is recommended that any critical financial reports be generated from the existing Legacy System at or before Go-live.
- Services (service information relating to meters, unmetered and flat rates)
- Service order history for converted accounts – three (3) years (only summary data - date, event description, etc.)
- Closed/inactive payment arrangements – three (3) years, one entry for each payment arrangement that includes the payment arrangement closed date and total amount to be paid.
- Documents – document files (such as PDFs, word and excel documents, images) that are linked to accounts, customers and premises can be converted, assuming the total size of the binary files can be accommodated by the storage space scoped for the production database server.

Data Not Being Converted

The following information will not be converted but will be entered by HC after the final conversion. All other data not specifically mentioned will not be converted without a Change Order.

- Open/active arrears payment arrangements (e.g., one-time promise to pay and recurring arrears installment agreements)

- Inactive budgets
- Meter History
- All outstanding/pending service orders
 - Future-dated accounts (future account open date, also known as Pending accounts)
 - Future-dated finals (future account close date) – will be converted as active accounts and an enQuesta move out/in work order will be created manually.
- Deduct Meter Relationships
- Premises and accounts will not be combined as part of this conversion. Examples of this would include taking multiple accounts and merging them into one account, e.g., one account that holds the main water service and another account that holds the irrigation service (both accounts map to the same customer and premise).
- Credit History for converted accounts – three (3) years, events affecting customer creditworthiness (NSFs, collection notices, shutoffs, broken payment arrangements, etc.).

Overview of Conversion Process

HC is responsible for extracting legacy data into a series of CSVs that can be loaded into enQuesta staging tables for each conversion, and S&S is responsible for loading the CSVs into the enQuesta staging tables and converting the data from the staging tables to the enQuesta data structure. Extracting data using this method (as opposed to converting directly from the legacy data structure) is required so that S&S can execute conversions using an established, repeatable process. This process not only accurately converts data, but also provides HC with standard data cleansing and balancing reports. The enQuesta CSV and staging table format will be explained in the data mapping and extraction activities of this SOW and the project. Please see Appendix J for a diagram that illustrates the conversion process in further detail. HC is responsible for steps 1 and 2A in the diagram, while S&S is responsible for steps 2B and 3. S&S provides a data cleansing tool for HC to use to ensure the extract CSVs are in the correct format (step 2A) before sending them to S&S to load into the staging tables (step 2B).

1.6 INFRASTRUCTURE SCOPE

1.6.1 S&S BASE AND TOTAL SOLUTION ENVIRONMENTS

As part of a standard engagement, the following servers and environments are in scope. The following four (4) enQuesta environments comprise the S&S Base Solution.

- Production
 - Permanent environment to be used as the master environment for configuration, User Acceptance Training (UAT) and Simulation (mock go-live) during the implementation. At go-live this becomes the live production environment.
- Train
 - Permanent environment to be used for customer functional and integration testing. Also used for core team and end-user training and as staging area for code deployment to Production during the implementation. At go-live, this becomes the utility's test environment for code or configuration changes and continues as the staging area for code deployment.
- Test
 - Permanent environment to be used for S&S development and testing and staging for code deployment to Train during the implementation and post go-live.
- Conversion (temporary)
 - Temporary environment to be used for the duration of implementation and post-go-live (will be disabled after transition to support) for conversion testing and timings.

1.6.2 TECHNICAL SPECIFICATIONS – SERVERS

For an S&S-hosted infrastructure solution, S&S is primarily responsible for installation and networking of the hardware required for the project. See sections 2.6.3 and 3.3.4 for additional detail on responsibility and ownership (S&S vs. HC) for project infrastructure installation tasks.

1.6.3 TECHNICAL SPECIFICATIONS – NETWORK

Network contention, i.e., users competing for network resources measured as Ethernet or IP packet collisions, can have an appreciable negative impact on the S&S Total Solution performance. Therefore, HC will supply and maintain a high-performing and scalable network infrastructure, as specified in the requirements below, between HC end users' access to the data center. HC will monitor network traffic, collisions, errors, latency, and load and provide network statistics to verify that the network performs within the following tolerance and is not the cause of poor system performance.

Minimum Network Requirements

- Maximum network packet loss of < 1% over a 1-hour period
- Minimum 1Gbps network connection (server to server)
- Maximum Internet network connection utilization of 70%
- Average network latency (HC to server) < 60ms over a 1-hour period

Additionally, to maintain the highest uptime possible, Systems & Software requires that all hosted clients maintain two IPsec tunnels to the hosting environment. One tunnel should be hosted on a connection through a secondary ISP and a secondary firewall if possible. Outages caused by an ISP outage or client network issue are not considered downtime for any SLA.

1.6.4 TECHNICAL SPECIFICATIONS – CLIENT WORKSTATIONS

The following specifications are required for users who run enQuesta. Support for enQuesta issues experienced by users will only be provided for machines with each requirement satisfied.

Minimum Workstation Requirements (Desktop or Laptop)

Operating System	Windows 10 (22H2), MS Office 365 or 2019
-------------------------	---

Processor	10th Generation Intel Core i7 Processor or equivalent
-----------	---

RAM	8GB minimum, 16GB+ recommended
Screen Resolution	1080p (1920 x 1080) Resolution
Disk	100 MB (free)
LAN Speed	100 Mbps
Browser	Microsoft Edge
PDF Viewer	Adobe Acrobat Reader (latest version at the time of installation)

1.6.5 ENQUESTA API SECURITY ARCHITECTURE REQUIREMENTS

The following API security architecture enhancements are required with the delivery and implementation of the enQuesta Total Solution.

Web Application Firewall (WAF) - S&S will install a Web Application Firewall (WAF) to prevent any vulnerable requests that would damage the application. See Figure 1 below for a full application network diagram and Figure 2 for a zoom-in of the Internal Zone to identify WAF.

HC Responsibility – HC shall inform their real-time API vendors that they must point to enQuesta endpoint URLs. S&S can provide sample endpoint URLs.

Enterprise Service Bus (ESB) – S&S will install an ESB that will expose enQuesta APIs using ESB Proxy service. This will enforce authentication in one of two ways for each API:

- Basic HTTP authentication with a username and password, only for integrations behind a firewall.
- B2B SSL certificate (allows authentication only between parties with valid certificate)

- S&S generates certificate and provides to vendor (note that this is separate from enQuesta application SSL certificate described below.)

See Figure 1 below for the full application network diagram and Figure 2 for a zoom-in of the Internal Zone to identify ESB.

HC shall work with each of their real-time API vendors to have each vendor choose Basic HTTP authentication or B2B certificate.

Figure 1

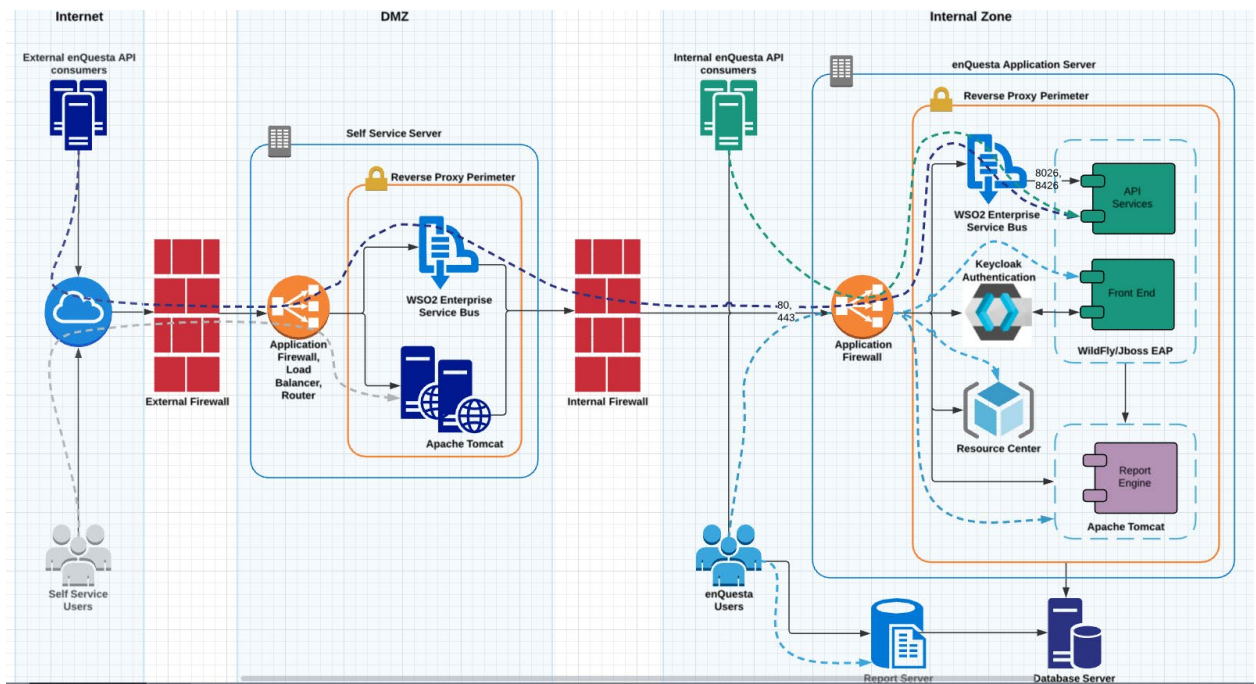
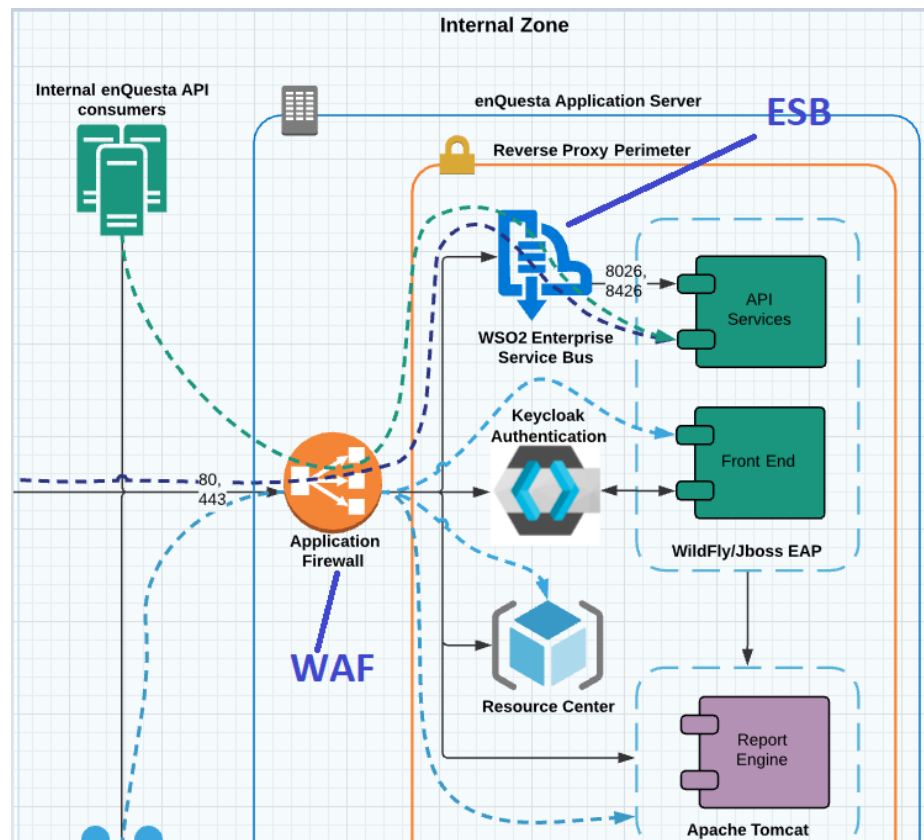


Figure 2



SSL Certificate (for enQuesta application servers, separate from B2B SSL certificate for API vendors) – S&S will install an SSL certificate on enQuesta application servers (Prod, Train, Test, etc.) and disable HTTP access.

HC shall choose one of the following options for installation:

- 1.1. Preferred S&S option - S&S to install wildcard enquesta.io certificate.
- 1.2. HC to provide SSL certificate with their own domain.

FTP Security Configuration - Incoming FTP traffic is not allowed to enQuesta application servers, however, outgoing FTP traffic is allowed to put or get files from vendors for batch interfaces.

S&S assumes that HC currently connects to legacy servers via FTP to transfer upload and download files for batch interfaces. These file transfer processes clearly need to remain in place

to support the function of ongoing Utility business, however, any existing transfer methods that make use of incoming FTP connections must be replaced with one of the following:

- enQuesta manual file upload via enQuesta application (instead of FTP client or .bat script)
- enQuesta manual file download via enQuesta application (instead of FTP client or .bat script)
- enQuesta Job Scheduler file upload
- enQuesta Job Scheduler file download
- LFTP (ftp/scp/sftp)/cron (S&S to help configure)
- (wget/curl)/cron (S&S to help configure)

2 IMPLEMENTATION METHODOLOGY FOR SCOPE DELIVERY

2.0 IMPLEMENTATION METHODOLOGY OVERVIEW

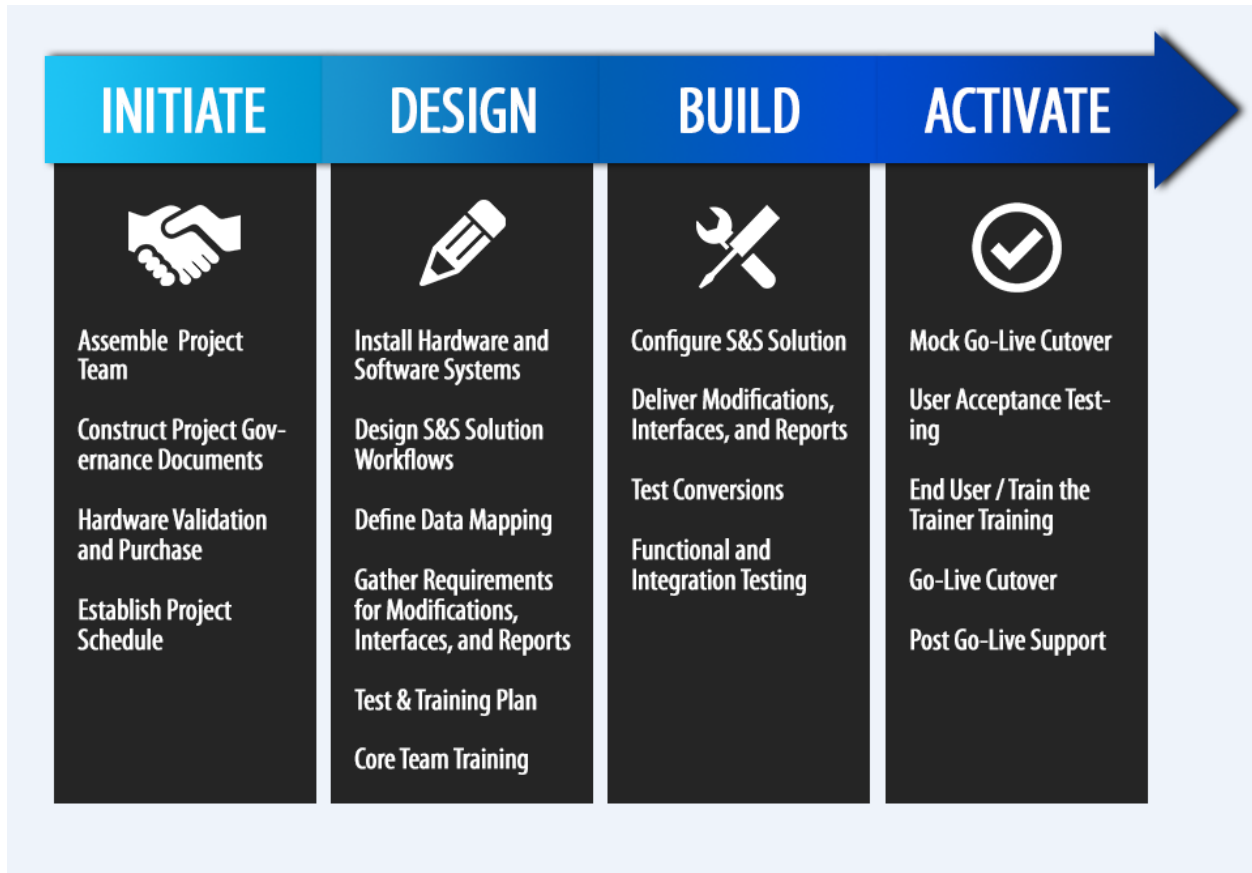
S&S' Implementation Methodology, using industry best practices, provides a structured approach as well as detailed guidance regarding the roles required to perform the activities.

S&S will provide leadership in executing the Project based on their experience and best practices. An S&S Project Manager will be assigned and will be pro-active in their management style and in working with the HC Project Manager. The S&S Project Manager and HC Project Manager ("Project Management team") will communicate directly with each other and make the final Project management decisions together.

The S&S and HC Project Managers will be responsible for all Project activities, schedules, and staffing of those activities for their organization. The HC Project Manager will be responsible for ensuring the HC Core Team is available for the assignments as needed. The HC Project Manager will also manage all Project administrative duties associated with the HC Core Team.

HC and S&S Project Managers are jointly responsible for the day-to-day planning of Project activities. The purpose of this reporting structure is to centralize and streamline all Project-related decision-making activities.

The S&S Implementation Methodology organizes the approach into four high-level phases that comprise the implementation lifecycle. There will be a section for each phase below that details the activity, S&S and HC responsibilities, entry and exit criteria and related deliverables:



2.1 DELIVERABLE REVIEW AND ACCEPTANCE

2.1.1 COMMUNICATION OF PROJECT DELIVERABLE & PROJECT MILESTONE DELIVERY

The status of Project Deliverables, including Project Milestones, will be maintained in the agreed-upon Project tracking tools (SharePoint, Clarizen, JIRA, SpiraTest). As each deliverable or milestone is completed, the status will be updated to note that the deliverable is ready for the other party, typically HC, to review.

The resource who creates the deliverable or milestone will also be required to contact the other party (via email or phone) to schedule a walkthrough to review the deliverable. In the case of document deliverables or milestones, the resource who creates the deliverable will ensure that

the other party has access to the deliverable or milestone and will allow up to five (5) business days for review prior to the walkthrough. The Project Management team can change this timeframe.

If multiple complex deliverables or milestones are delivered at the same time, the Project Managers will agree if additional review time will be added.

There may be several iterations of reviews as a deliverable is being prepared. For example, S&S and HC should review an early draft of a deliverable to ensure both parties agree to the general direction taken by the preparer of the deliverable.

At the conclusion of the formal final deliverable walkthrough, the acceptance process and timeframe begin.

2.1.2 PROJECT DELIVERABLE ACCEPTANCE PROCESS

The acceptance procedure for all Project Deliverables will be as follows:

S&S will work with HC personnel to gather input and review draft deliverables as they are developed. HC personnel involved with a deliverable will be HC team members or persons authorized to approve a specific deliverable.

When a deliverable is complete, S&S will conduct a detailed walkthrough of the deliverable with the HC team members that are appropriate to the deliverable length and complexity. HC may choose to waive this walkthrough. The intent of this walkthrough is to confirm that the deliverable is correct and complete. Walkthroughs can consist of document reviews, design reviews, presentation reviews, program demos, or other activities to confirm that the deliverable is ready for HC acceptance.

After the walkthrough with HC, HC will have up to five (5) business days (or a mutually agreeable timeframe) to accept the deliverable. The Acceptance Form should be physically signed and archived with the project documentation in the project tracking tool. If signed acceptance is not received before the time allowed lapses, then acceptance will be deemed to have occurred. See Appendix E for a sample Deliverable Acceptance Form.

If HC is not able to approve a deliverable, HC will provide S&S with a description of what the deficiencies of the deliverable are via the defect-tracking tool. If required, the parties will meet to discuss the deficiency of the deliverable in detail. S&S will then provide a plan to remedy the deficiencies and this process will start again.

2.1.3 PROJECT MILESTONE ACCEPTANCE PROCESS

The acceptance procedure for all Project Milestones will be as follows:

When a Milestone is complete, S&S will conduct a detailed walkthrough of the milestone with the HC team members that are appropriate to the milestone length and complexity. HC may choose to waive this walkthrough. The intent of this walkthrough is to confirm that the milestone is correct and complete. Walkthroughs can consist of document reviews, design reviews, presentation reviews, program demos, or other activities to confirm that the milestone is ready for HC acceptance.

After the walkthrough with HC, HC will have up to five (5) business days (or a mutually agreeable timeframe) to accept the milestone. The Acceptance Form should be physically signed and archived with the project documentation in the project tracking tool. If signed acceptance is not received before the time allowed lapses, then acceptance will be deemed to have occurred. See Appendix F for a sample Milestone Acceptance Form.

If HC is not able to approve a milestone, HC will provide S&S with a description of what the deficiencies of the milestone are, via the defect-tracking tool. If required, the parties will meet to discuss the deficiency of the milestone in detail. S&S will then provide a plan to remedy the deficiencies and this process will start again.

2.2 INITIATE PHASE

2.2.1 ACTIVITY – INITIAL PROJECT MANAGEMENT OFFICE LAUNCH

Description

S&S will hold a Sales to Professional Services Tollgate meeting with the appointed S&S Project Manager ("PM"). In this meeting, Sales will tollgate or transition all the project contract documents, project contacts, and any required processes for the contract execution to the S&S Project Manager. The S&S PM will then schedule a Project Launch meeting with the HC Project Management team to jointly review the next steps for project initiation.

Topics covered in the launch meeting may include:

- the Organization of the Joint Project Team
- Project Team Contact List establishment
- dates and times for Project Kickoff meeting

S&S Responsibilities

S&S PM will contact the HC PM and set Project Launch meeting, providing agenda and contract documents. S&S PM will review all project contract documents.

HC Responsibilities

HC will review and approve all contract documents.

Entry Criteria

Contract has been signed.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Project Launch meeting conducted.

2.2.2 ACTIVITY – ASSEMBLE PROJECT TEAM

Description

Both HC and S&S will assign staff per "Key Role" tables below representing the project team resources that will be responsible for this Project. S&S will provide to Client the names of key persons that are not identified below no later than thirty days prior to their start on their aspects of the S&S Project start.

2.2.2.1 PROJECT MANAGERS

Both HC and S&S will assign PMs for the duration of this project, including the post Go-Live period, as defined in this SOW. Each PM shall have decision-making authority and be the central point-of-contact within their respective organization. S&S Project Management activities will be carried out both onsite and remotely.

2.2.2.2 EXECUTIVE SPONSORS

S&S will assign an Executive Sponsor for the duration of this project. HC will also need to assign an Executive Sponsor. This ensures the needs of all parties are met. Executive Sponsors shall interact and/or meet on a mutually agreed-upon basis and may engage on any type of issue.

2.2.2.3 PROJECT TEAM

Both S&S and HC will be responsible for assigning a Project Team of qualified resources to cover all aspects of the project, including but not limited to Project Management, Subject Matter Experts (SMEs), and Technical Experts. Qualified Resources are those with expert knowledge of the Legacy or current environment, understand HC's business objectives and reasons for acquiring a new CIS Solution, and think outside the box. Successful team members will be champions of change and will enable the adoption of the new CIS Solution.

Within the Project Team, a sub-set of staff will be designated as the (functional) Core Team. If Core Team exceeds ten members, then Training is impacted, sections are affected, and a change order may be required.

Areas of expertise include:

- Project Management
- IT (Hardware, Network, Peripheral Devices)
- Conversion / Legacy Data
- Training
- Business Processes / Functional SMEs
- Interfaces (both technical and functional experts)
- Testing
- Reporting

By project kickoff, there must be a named resource (note some roles may be occupied by the same single resource, e.g., customer SME roles) for each of the key roles described below.

Key S&S Roles

Resource Role	Resource Role Description
Executive Sponsor	Assures organizational support for project success and provides executive oversight and guidance to the S&S project team. The Project Manager reports to this person. Participates in the Monthly Steering Committee Meetings.
Project Manager	The Project Manager will be responsible for managing the implementation of enQuesta. The Project Manager will work closely with the Client's Project Manager to ensure that the project is completed on time.
Conversion Lead	The Conversion Lead works closely with the Project Manager and is accountable for all (and responsible for most) conversion-related activities, including legacy data analysis, data mapping, conversion programming and unit testing, data validation and executing conversions during testing, simulation, and go-live phases of the project.
Business Lead	The Business Lead works closely with the Project Manager and is accountable for the design, configuration, testing and simulation and go-live support of the enQuesta system. While the Implementation Consultants are responsible for individual areas of the software/utility business (e.g., billing, collections, service orders, cashiering, etc.), the Business Lead is primarily responsible for ensuring all the areas integrate successfully and making decisions that have a significant impact on the design, configuration, testing and simulation and go-live project phases. Typically, the Business Lead is also responsible for an area of the software/utility business as well (e.g., billing or collections).

Resource Role	Resource Role Description
Implementation Consultants	Implementation Consultants are responsible for the BPA, configuration, testing and simulation/go-live support associated with a specific area of the software/utility business
Interface Analyst(s)	As specific Interfaces are required, developers from different Modules and Products will be used to design and implement the interfaces.
Infrastructure (IT) Analyst	The Infrastructure Analyst is responsible for the installation, configuration and maintenance of the hardware and network connectivity tools (e.g., VPN (Virtual Private Network)) associated with the various enQuesta environments.
Development Point of Contact (POC)	The Development POC works closely with the Project Manager to help manage the design, programming, testing and deployment schedule for modifications and interfaces.
Report Analyst	The Report Analyst is accountable and responsible for ad-hoc reporting analysis, design, development, unit testing and training delivery.

Key HC Roles

Resource Role	Resource Role Description
Executive Sponsor	<ul style="list-style-type: none"> • Secures spending authority and resources for the project. • Acts as a vocal and visible champion, legitimizes the project's goals and objectives • Keeps abreast of major project activities • Provides support for the Project Manager
Project Manager	<ul style="list-style-type: none"> • Day-to-day management of the project and project teams. • Day-to-day management of the vendor(s). • Lead risk assessments and manage the identification and tracking processes. • Oversight/update of the project risk/issue/defect logs and make recommendations as needed. • Manage the project contracts to ensure vendor compliance. • Oversee, track, inspect, and manage the vendor project deliverables. • Present monthly reports to the Steering Committee. • Provide monthly project improvement recommendations.
Conversion Lead	<ul style="list-style-type: none"> • Is accountable for all client conversion related activities, including legacy data analysis, data extract and data mapping. • Works with the client project team on data validation • Manages and executes these responsibilities through various stages of the project.
Testing Lead	<ul style="list-style-type: none"> • Creates and manages the testing schedule. • Oversees the execution of the test cases, test procedures, and the test plan. • Reviews and triages incidents to ensure they are valid, properly documented and prioritized. • Provides a weekly report on the status of the testing schedule and the incidents.

Resource Role	Resource Role Description
Billing Subject Matter Expert (SME)	Subject Matter Experts in specific functional areas including Billing, Payments, Credit, Collections, Customer Service, Meter Management, Meter Reading, Field Operations, New Service/Permitting and Accounting The SMEs will be responsible for: <ul style="list-style-type: none"> • Test case design processes. • Test case execution processes. • Support training of other staff in the functional area. • Assist with tracking all software defects. • Report testing progress to the Team Leader.
Infrastructure (IT) Analyst	<ul style="list-style-type: none"> • Assist with design and build of project infrastructure. • Building of VPN access points. • Administer and troubleshoot all network related issues. • Assist with testing.
Interface Analyst(s)	<ul style="list-style-type: none"> • Assist with architecture design. • Develop, configure and implement client-side interfaces. • Assist with interface testing.
Report Writer(s)	<ul style="list-style-type: none"> • Design and implement ad hoc reports and dashboards. • Administer ad hoc reports security.

S&S Responsibilities

S&S will assign staff to S&S project team roles as described above.

HC Responsibilities

HC will assign staff to HC project team roles as described above.

Entry Criteria

N/A

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Completion of project team role assignments and added to Project Charter.

2.2.3 ACTIVITY – CONSTRUCT INITIAL PROJECT DOCUMENTS

Description

S&S will develop the following documents with HC: Project Charter, Project Management Plan (PMP), Communication Plan, and Change Control Plan (to define the change order request and approval process). These documents will establish project drivers and goals as well as establish the workflows for how the S&S and HC project teams communicate, evaluate and report risks, and process change controls for out-of-scope items.

Co-responsibility

The Project Management Office will work together to complete this document.

Entry Criteria

Project Launch meeting.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Approved Project Charter, Project Management Plan (PMP), Communication Plan, and Change Control Plan.

2.2.4 ACTIVITY – ESTABLISH PROJECT INFRASTRUCTURE (HOSTED)

The server and environment specifications are defined at contract signing so that establishing the project infrastructure can start as soon as the contract is signed to allow S&S to establish the S&S

Base Solution starting at the time of project kick off. See below for a breakout of the responsibilities (S&S, Shared or HC) of the high-level project infrastructure installation tasks.

S&S & Client Responsibilities

Implementation Setup Task	Hosted on S&S Cloud
Design and Provision Network	S&S
Setup Support Tunnel	S&S
Setup Customer Tunnel	Shared
Provision Servers	S&S
Install operating system	S&S
Configure firewall	S&S
Register the operating system	S&S
Configure provisioning users	S&S
Configure remote access	S&S
Setup Printers	Shared – S&S will set up first 5, HC will be responsible for setting up the remaining printers.
Setup backups	S&S

Maintenance & Support	S&S Cloud
Software Patches	S&S

Operating System	S&S
Monitoring	S&S

Entry Criteria

Initiation of the Hosted Client Infrastructure Form.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completion of the Hosted Client Infrastructure Form.

Project Infrastructure (hosted environment at S&S’s facilities) is in place and has been verified.

2.2.5 ACTIVITY – INSTALL S&S BASE SOLUTION

Description

S&S will install the baseline product (out of the box installation) of enQuesta on HC’s Production, Conversion, Train and Test environments, conduct the appropriate testing to demonstrate (using test or sample data) that the software and associated databases (excluding any functions requiring an interface or additional configuration beyond that provided by the standard install) are properly installed, configured, set up, operational and ready for Project use.

Production, Conversion, Train and Test environments with the baseline enQuesta software installed is referred to (and defined as the) S&S Base Solution. There are separate activities for creating additional software environments, such as those for ad-hoc reporting, customer self-service portal and mobile work force management.

The S&S Base Solution environments will not contain HC-specific data or configuration at the time of this activity. There are subsequent activities for marking the completion of data conversions and HC-specific configuration.

Entry Criteria

Project Infrastructure in place and verified.

S&S Responsibilities

Install Production, Conversion, Train and Test environments on Project Infrastructure.

HC Responsibilities

Ensure project infrastructure is in place as per HC responsibilities detailed in section 2.6.3.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

The enQuesta Production, Conversion, Train and Test environments have been successfully installed in the Project Infrastructure and verified. Since none of the environments will have customer data at this point in the Project, verification will be achieved with a brief Web conference to demonstrate login and a handful of key configuration tables.

2.2.6 ACTIVITY – PROJECT KICK-OFF MEETING

Description

A Project kick-off meeting will be held with the entire Project Team, including all identified full-time and part-time Project team members and the Project Steering Committee. HC Project Management and S&S Project Management will jointly provide an orientation overview using material based on the Project Charter.

Topics covered in the kickoff meeting may include:

- The Organization of the Joint Project Team
- The Reporting Structure and High-Level Communication Plan
- Project Timeline, Plan overview
- Resources, roles and responsibilities
- Key Project Milestones
- Project Charter
- Release of the Business Process Analysis (BPA) Questionnaire to HC
- Release of request for Current State Artifacts to HC

S&S Responsibilities

S&S will propose a kickoff agenda and conduct a Project Governance Workshop during the kickoff week with all Core Team members to explain how the Project Team members will work together as defined in this Project Statement of Work. A presentation document will be developed to facilitate the session.

HC Responsibilities

HC will ensure all members of the core team and executive sponsors are available to participate in the Kickoff.

HC will reserve a conference room for each workshop that can accommodate both S&S and HC Project teams (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

Entry Criteria

Project team assembled, project documents drafted and reviewed. Project Launch meeting conducted.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Kick-off Meeting conducted.

2.2.7 ACTIVITY – DEVELOP INITIAL PROJECT WORK SCHEDULE

Description

S&S, with HC's assistance, will develop a detailed Project Schedule. This is the Project Schedule that is revised and approved by HC and represents the starting point for the Project. Both parties will staff and provide resources to meet the schedule. This schedule will outline all tasks to complete the overall Project and have resources from S&S and HC assigned and properly allocated based on resource availability. Future deliverables, such as functional specifications, technical specifications, code development, system test and training execution will be further detailed as the Project progresses since the information needed is not completely available during the initiation project phase. Work activities planned for the next (rolling) sixty days will be detailed as accurately as possible. Monthly maintenance of the schedule is addressed as part of the recurring Project Management deliverable.

During the first two months of the Project, based on a mutually agreed upon start date, S&S will create an initial Project Schedule. During this time, S&S will develop the schedule, conduct a detailed review, and update the schedule with the HC Project Manager. Once HC approves the initial schedule, it will be saved as the baseline schedule upon which future updates will be made.

The Schedule Components section below describes the required features of the Project Schedule. The Project Schedule will be very accurate for the upcoming months (approximately 60 days), with less detail after that time. The schedule will, however, map the entire Project. Future tasks

will simply be at a higher level until it is closer to the time to execute them. All deliverables for the entire Project will be listed in the Project Schedule, along with their respective due dates.

2.2.7.1 TASKS

All work required to complete the Project deliverables will be reflected as tasks in the Project Schedule. There will not be a separate document listing additional work not reflected in the Project Schedule. The Project Schedule will include both S&S and HC tasks.

The schedule will have tasks defined in enough detail so that a team member can clearly understand his or her assignments by week. Task durations will be estimated independently and will reflect the best estimate available for the time required to complete the task. Dependencies among tasks will be based on the logical progression of work.

2.2.7.2 RESOURCES

The Project Schedule will contain a master resource list of all team members that are contributing significant work to the Project. Generic resources will not be used except in those portions of the schedule yet to be elaborated. For non-dedicated employees (HC staff not allocated to the project full-time), it is acceptable to assign work using job titles or roles. All parties recognize that the specific resources that may perform a task may change later in the Project as required details are developed. All parties acknowledge that resource availability is essential to achieving the Project plan, and that failure to make resources available could impair the Project Schedule leading to a change order.

2.2.7.3 RESOURCE ASSIGNMENTS AND RESOURCE LEVELING

Tasks assigned to more than one resource should be avoided, except in the case of group meetings or similar activities.

Resources will not be staffed over their availability. If any team member is over-allocated, the S&S PM will adjust the schedule to level the work of that resource in the Project Schedule.

S&S Responsibilities

The S&S PM will be responsible for all Project activities, schedules and staffing of those activities for their organization. The S&S PM will lead the effort to gather the activities to add to the project schedule as the project progresses and maintain the Work in Progress schedule.

HC Responsibilities

The HC PM will be responsible for all Project activities, schedules, and staffing of those activities for their organization. The HC PM will be responsible for ensuring the HC Core Team is available for the needed assignments. The HC PM will also manage all Project administrative duties associated with the HC Core Team.

HC and S&S PMs are jointly responsible for the day-to-day planning of Project activities. The purpose of this reporting structure is to centralize and streamline all Project-related decision-making activities.

Entry Criteria

Project contract signing and Launch Meeting.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Initial Project Schedule is completed.

The Project Schedule will be updated throughout the Project with additional details and completion information. If there is an approved scope change, the Project Schedule will be updated to reflect that change, and a new baseline will be set.

2.2.8 ACTIVITY – ESTABLISH PROJECT TRACKING TOOLS

Description

This activity is to confirm the Project Tracking Tools have been established and configured to provide a consistent method for the Project Management team to report monthly metrics. HC and S&S will agree on the project metrics, but at a minimum, the following types of items will be measured based on the current status: 1) Work Tasks Active, Late, Early, 2) Defects, 3) Issues, 4) Risks, 5) Custom Modification Development (all items not in the initially delivered system), 6) Business Process Documents, 7) Interface and Portal Specifications, 8) Test Scripts Development, 9) Test Script Execution, 10) Training Material, 11) Training Course Execution, 12) Change Orders, and any other metrics that are applicable to the management of the project.

Co-responsibility

The person responsible for the tracking item must maintain the tracking information. The status of all tracking items must be updated by a mutually agreed upon day as the Project Management team will execute reports and review the data in their weekly meeting.

Entry Criteria

N/A

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

S&S-provided Project Tracking Tools are usable by Project team members and training has been provided.

2.2.9 ACTIVITY – ESTABLISH PROJECT MANAGEMENT REPORTING

Description

S&S, with assistance from HC, is responsible for the development of the status reporting process for the Project. There are weekly and monthly actions and reports required for this activity and associated deliverables.

1. Project Management Meetings – each week (or as established with the Project Management team) there will be a meeting to include the Project Management team. Project status will be reviewed and the next week's priorities will be established.
2. Project Team Meetings – each week, each PM will conduct group and/or individual meetings with respective team members to review their work assignments and gather information regarding the overall Project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching.
3. Status Reports – weekly/bi-weekly report that documents prior accomplishments, upcoming activities, past due activities, key action, decisions, and issues with estimated completion dates, and project risks.
4. Project Schedule Updates – The monthly deliverable encompasses updated tasks, percent complete and milestone completions, including resource updates and timeframe updates.
5. Steering Committee Presentation – a series of PowerPoint slides, as described in the Steering Committee Presentation section below, presented monthly, or as otherwise determined, to the Steering Committee in order to communicate the current Project status and forecast.

The frequency, leader and attendees are identified in the table below.

Frequency	Item	Responsible	Attend / Contribute	Optional/As Needed	Notes
Weekly	Team Meeting	S&S PM	S&S Project Team		Status report (Appendix C) to be used
Weekly	Team Meeting	HC PM	HC Project Team		

Frequency	Item	Responsible	Attend / Contribute	Optional/As Needed	Notes
Weekly	Status Report	S&S PM	S&S Project Team		Sample Status Report template included as Appendix C
Weekly	Status Report	HC PM	HC Project Team		
Monthly/prior to Steering Committee meeting	Updated Project Schedule	S&S PM	HC PM	S&S and HC Team Leads	
Monthly	Executive Sponsor Meeting	S&S PM HC PM	S&S PM, HC PM, S&S Exec Sponsor, HC Exec Sponsor		Presentation delivered jointly by Project Management Office
Monthly	Steering Committee Presentation	HC PM	S&S PM		Sample Meeting Agenda template included as Appendix H

Entry Criteria

N/A

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Delivery of scheduled status reporting documents.

2.3 DESIGN PHASE

2.3.1 ACTIVITY – PREPARE FOR DISCOVERY WORKSHOPS

Description

S&S divides the analysis part of the implementation into two major phases: Discovery and Business Process Analysis (BPA).

Discovery focuses on gathering and reviewing information on current and desired utility business practices, pain points, rules and requirements.

BPA focuses on presenting (and customizing where necessary) enQuesta best practice workflows using the information obtained from Discovery.

Discovery focuses on understanding the current, "as-is" processes and their benefits and failings, while BPA focuses on the future, "to-be" processes ensuring project requirements are satisfied. There are onsite workshops for both Discovery and BPA. Data conversion planning, mapping and extraction exercises occur concurrently with Discovery and BPA.

Discovery entails mostly a one-way flow of information from HC to S&S so that S&S can prepare the best practice enQuesta workflows and follow-up questions for the subsequent BPA workshops. S&S provides a list of Current State artifacts (e.g., list of rates, tariffs, GL chart of accounts, collections timeline, etc.) and a questionnaire for HC to fill out. An enQuesta demonstration environment is also created on the S&S internal network to assist with the explanation of concepts during the BPA workshops.

S&S Responsibilities

S&S will define the agenda and schedule for the Discovery Workshops.

S&S will provide a questionnaire and list of Current State artifacts.

HC Responsibilities

HC will provide information in the form of answers to the questionnaire prepared by S&S and delivery of the Current State artifacts requested by S&S; delivery of this information will occur not more than three (3) business days after the S&S request is made.

Entry Criteria

BPA Questionnaire and request for Current State artifacts from S&S.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Discovery Workshops scheduled and preparation completed.

BPA Questionnaire answers and Current State artifacts provided to S&S.

2.3.2 ACTIVITY – CONDUCT DISCOVERY WORKSHOPS

Description

The purpose of this activity is to review current and desired utility business practices, pain points, rules and requirements in a discussion and interview format with the HC Core Team, using the completed BPA Questionnaire and Current State artifacts prepared in advance.

The overall intent of these sessions is to provide S&S with a general understanding of the scope of processes that need to be implemented and uncover any potential customizations to best practice workflows in order to prepare for the subsequent BPA Workshops. This proposal includes up to eight (8) business days of support for Discovery.

S&S Responsibilities

S&S will provide business process experts who will clarify responses to the BPA questionnaire and ask follow-up questions re: the Current State artifacts and business requirements.

HC Responsibilities

HC will provide business process experts to participate in the Discovery Workshops that have sufficient knowledge and expertise to answer questions regarding the BPA Questionnaire, Current State Artifacts and requirements. If some information is not available during the workshop, HC responses will be received not more than three (3) business days after the S&S requests are made.

Entry Criteria

Discovery Workshops scheduled and preparation complete.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completion of scheduled Discovery Workshops as confirmed by attendance sign-in sheets.

2.3.3 ACTIVITY – DATA CONVERSION PLAN

Description

S&S, with HC's participation, will develop the Conversion Plan, which will define the approach and strategy for migrating the Legacy Systems' data into the new S&S enQuesta Solution. The Conversion Plan defines processes and tools that govern data mapping, data cleansing, technical design, development and testing. The document will contain a roadmap of current data repositories included in the Project conversion landscape. It will define the amount of historical data that will be converted and define procedures that will be used to validate the conversion's success and to identify data cleansing opportunities.

The Conversion Plan will address the following topics.

- The process by which HC will provide legacy data to S&S in enQuesta staging table format.
- The process by which S&S will convert data from the staging tables to the enQuesta data structure.

- What data will be converted systematically.
- What data will be converted manually (examples include open work orders, open cash payments and payment plans).
- How much and what type of historical data will be converted (three years of history is included within this SOW).
- Proposed number of, and timeline for, test conversions.
- The conversion balancing process and the data elements that will be used to verify that a conversion run is successful.
- How data will be validated by both S&S and HC in the first and subsequent conversions.
- The process by which HC will conduct data cleansing in the Legacy System using reports generated by the S&S conversion process.
- How conversion related issues will be tracked and resolved once identified.

S&S Responsibilities

Provide first draft of, and finalize edits for, the Conversion Plan.

HC Responsibilities

Review, provide suggested edits and approve the Conversion Plan.

Entry Criteria

Identification of data sources.

Review of data scope section of SOW.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Approved Conversion Plan.

2.3.4 ACTIVITY – DATA MAPPING

Description

This activity represents the activity of defining the data mappings between the legacy tables and the staging tables. Required target system data not contained in the legacy system will be identified and the method for resolving gaps will be formulated.

S&S is responsible for educating HC on the staging table format and rules for populating from legacy data for each data extract and conversion iteration. Joint sessions will be held to review the enQuesta staging tables and fields to provide both technical and business functional information so that HC is able to map the relevant legacy tables and fields to staging tables and fields.

HC will then start and eventually complete a Data Mapping document that serves as a conversion technical requirements document to track the target staging table destination for each relevant and in-scope legacy table and field combination. (See Appendix K for a list of the staging tables and examples of the format and field definitions of two staging tables.) This document typically takes the form of an excel spreadsheet with tabs for each relevant legacy table and rows for each field/column to be converted within a table.

This document provides HC with a blueprint for designing a repeatable legacy data extraction process suitable for extracting the CSV files that will then be loaded into the staging tables. The Data Mapping document may be amended as configuration evolves and results are received from various testing phases.

S&S Responsibilities

Provide data mapping template and offer assistance from Conversion Lead and implementation team on how to complete it.

HC Responsibilities

Complete data mapping spread sheet and provide knowledgeable legacy data and business process SMEs who can make decisions regarding data conversion and to-be process workflows.

Entry Criteria

Conversion Plan document started.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Completed (initial) Conversion Data Mapping document.

2.3.5 ACTIVITY – DEVELOP LEGACY DATA EXTRACTION PROCESS

Description

The execution of a conversion iteration can be broken into two parts: part 1 is extracting legacy data to a series of CSVs, and part 2 is loading the CSVs into enQuesta staging tables and converting the data from the staging tables to the target enQuesta database structure. HC is responsible for part 1 and S&S is responsible for part 2. This activity encompasses part 1.

HC is responsible for developing a repeatable, consistent and efficient process to extract the relevant legacy data defined in the data mapping specification document to a series of CSVs whose formats mirror the enQuesta staging tables. Repeatability, consistency and efficiency are critical given that the process will be used for a go-live conversion that occurs in a relatively short period of time (i.e., Go-Live weekend). This process also required populating an internal legacy test system at the point in time of the extract for post-conversion data validation and reconciliation activities.

S&S will assist in developing this process and will offer tools and process recommendations to streamline it. The primary tool that S&S provides is a series of data cleansing scripts that can be

run on the legacy data CSV extracts. These scripts produce reports on data records that do not pass validation and would be rejected during the staging table upload. HC_needs to review and cleanse this data in the legacy system. Additionally, S&S will work with HC_to define the criteria for a successful data extract to the enQuesta staging tables. There is a minimum set of standards required for data elements and completeness of records. Test extracts will be conducted and cleansed to refine the extract process before the first usable extract is produced for the first test conversion iteration.

S&S Responsibilities

Provide support to HC's data conversion staff re: practices and procedures for extracting legacy data into extract CSV files.

Provide data cleansing tool and training on how to use it.

HC Responsibilities

Create efficient and repeatable legacy data extraction scripts and processes.

Cleanse data in Legacy System, or add data translation logic to extract scripts, where necessary.

Produce legacy data extract scripts that extract data into CSV files with a high level of cleanliness (percent of good vs. rejected records to be agreed upon during project).

Identify legacy test system and process for populating system with legacy data extract with each conversion iteration.

Entry Criteria

Approved Data Conversion Plan.

Data Mapping Document.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Extraction scripts and process for repeatable extract from Legacy System is complete.

Plan in place to address data cleansing items.

2.3.6 ACTIVITY – PREPARE FOR BUSINESS PROCESS ANALYSIS WORKSHOPS

Description

The purpose of this activity is to prepare the HC Core Team for the upcoming BPA Workshops. To this end, S&S personnel will deliver Core Team BPA Orientation Training consisting of three (3) business days of classroom training for up to ten (10) HC Core Team members.

The purpose of this training is to provide a high-level overview of enQuesta functionality and business workflows to provide HC with a context to better understand the subsequent BPA Workshop demonstrations. HC will make decisions during the BPA Workshop sessions more confidently and effectively as a result of this initial training and familiarization with enQuesta.

Additionally, S&S will work with HC to create a plan for onsite BPA workshops that will take place after BPA Orientation Training.

S&S Responsibilities

Deliver Core Team BPA Orientation Training.

Create plan for onsite BPA workshops.

HC Responsibilities

HC will provide a training room with at least ten (10) HC desktops to support the Project training activities. Training materials will be provided in softcopy. HC has the right to use the training materials for internal HC purposes.

Entry Criteria

Discovery Workshops conducted.

S&S Base Solution installed.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

BPA Workshops scheduled and Core Team BPA Orientation Training completed.

2.3.7 ACTIVITY – CONDUCT BUSINESS PROCESS ANALYSIS WORKSHOPS

Description

Information related to current and desired HC business practices and functional requirements that were learned during Discovery will be leveraged to design the enQuesta system, including how it will be configured to execute HC-specific workflows. In general, the approach for designing the new HC-specific system during these workshops will be to use standard, or best practice, enQuesta workflows to improve the efficiency and quality of business processes whenever possible and ensure functional requirements are satisfied.

In these workshops, HC and S&S will:

- confirm all the assumptions made by both HC and S&S.
- demonstrate recommended enQuesta workflows and alternative ways of meeting the requirements, particularly taking advantage of the system's flexibility via application configuration.
- demonstrate and make decisions on how to populate key product configuration tables that drive enQuesta functionality.
- identify gaps between HC desired workflows and enQuesta best practice workflows. S&S and HC will try to resolve gaps with either enQuesta best practices or a workaround that does not require an additional modification or interface. If this is not possible, a Change Order will be issued to conduct the analysis and write the Business Requirements

Document (BRD) required for the additional modification or interface. Once the Change Order is approved, the analysis will be conducted in the modification and interface analysis sessions (see section below for more details).

- conduct any follow-up Data Mapping sessions for those topics that tie closely to business process (e.g., active codes, certain meter attributes, customer billing/penalty/collections rates, etc.).
- address any follow-up questions from Discovery and review functional requirements.
- document all decisions and designs of business processes in the BPA documents referenced below.
- formalize the concurrence HC approval process.

S&S will lead these workshops. At the start of each session, S&S will demonstrate business processes and configuration in enQuesta, so that HC may understand and make decisions on how enQuesta will be used to execute HC-specific workflows.

During the workshops, S&S will suggest process alternatives (if available). The goal is to maximize the use of the best practice enQuesta workflows while addressing the objectives of HC and avoiding custom development wherever reasonable. Configuration and data mapping decisions will be made, as well as modification, interface and further functional requirements analysis.

S&S will design solutions with the following guidelines.

- Accommodate the desired state of the business rather than directly mapping to current practices.
- Optimize process efficiency by reducing process cycle time.
- Use best practice system features, functions, and reports whenever possible.
- Utilize workarounds employing baseline functionality rather than designing custom solutions that increase Project scope.

- As appropriate, S&S will mutually communicate solutions to all constituent groups directly and indirectly affected by decisions made.

When multiple options are available, HC will choose the option that supports company goals or broad business areas rather than the option which satisfies the needs of a single department or user.

S&S Responsibilities

Devote up to five (5) business days to present standard or best practice enQuesta workflows and configuration to enable HC to choose processes and configuration to use for testing and go-live.

Document decisions to be outlined in Business Process Analysis (BPA) documents.

HC Responsibilities

HC will provide business process experts with sufficient knowledge and expertise to complete their tasks. The HC experts will be available as needed throughout workshop and configuration activities and will be given the authority to make decisions related to their area of expertise. HC Current State artifacts previously prepared will be available to help support the workshops as appropriate.

HC will maintain and submit completed attendance sign-in sheets after the BPA workshop sessions.

Entry Criteria

HC will reserve a conference room for each workshop that can accommodate both S&S and HC Project teams (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

Completion of Core Team BPA Orientation Training.

BPA Workshops scheduled.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completion of scheduled Business Process Analysis Workshops as confirmed by attendance sign-in sheets.

2.3.8 ACTIVITY – DEVELOP BUSINESS PROCESS ANALYSIS DOCUMENTS

Description

Following the completion of the Business Process Analysis workshops, S&S will generate Business Process Analysis documents to capture all mutually agreed decisions made during the sessions.

The BPA documentation includes business processes by each functional area (e.g., billing, collections, cashiering, service orders, etc.). They will contain the following elements: assumptions, definitions, business rules, detailed enQuesta process flow steps (with screen shots where necessary), configuration and other decisions and process flow diagrams when needed. This documentation will serve as a foundation for the creation of custom test cases, training materials and other user guides that HC chooses to create.

During the BPA effort, a mutually agreed upon Change Order may be issued as required to reflect any of the following changes:

- new requirements added that are not identified within the Implementation Service Agreement, including all of its Schedules, Attachments, and incorporated documents.
- existing requirements that are identified within the Implementation Service Agreement, including all of its Schedules, Attachments, and incorporated documents, and mutually deemed to be unnecessary.

S&S Responsibilities

Create and edit Business Process Analysis (BPA) documents.

Participate in document review.

HC Responsibilities

Review and edit Business Process Analysis (BPA) documents.

Participate in document review.

HC will create business use cases based on the information gathered during this phase.

Entry Criteria

Beginning of Business Process Analysis Workshops.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Approved Business Process Analysis documents.

2.3.9 ACTIVITY – CONDUCT MODIFICATION AND INTERFACE ANALYSIS WORKSHOPS

Description

After the BPA workshops, if required, S&S will conduct analysis workshops for:

- modifications, interfaces and portals identified in the SOW.
- gaps identified during the BPA workshops for which a change order is required to proceed with further analysis.

The workshops will be conducted onsite or via Web conference calls, depending on the complexity of the topics. S&S will determine if onsite travel or Web conference calls are needed.

S&S and HC will make a final attempt to meet the need for the identified modifications, interfaces, portals and gaps items with a work around or best practice workflow. If a work around or best practice workflow is not possible or sufficient, S&S will gather the business, functional

and technical requirements for each modification, interfaces, portal and gap. These requirements will be documented in Business Requirements Documents (BRDs) in the following section.

S&S Responsibilities

S&S will lead workshops and ensure appropriate business and technical experts have sufficient knowledge of the topics covered by the identified modifications, interfaces and gaps are present.

HC Responsibilities

HC will provide business process and technical experts with sufficient knowledge of the topics covered by the identified modifications, interfaces and gaps.

HC experts will schedule third-party vendors to participate in interface workshop sessions and ensure all necessary parties are present.

HC will maintain and submit completed attendance sign-in sheets after the BPA workshop sessions.

Entry Criteria

HC will reserve a conference room for each workshop that can accommodate both S&S and HC Project teams (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

BPA Workshops completed.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completion of scheduled Modification and Interface Analysis Workshops as confirmed by attendance sign-in sheets.

2.3.10 ACTIVITY – DEVELOP BUSINESS REQUIREMENTS DOCUMENTS

Description

During this activity, S&S will develop Business Requirements Documents (BRDs) for the Modified Objects, Interfaces and Portals as defined in the Business Process Analysis documents. The functional specifications will be based upon the information obtained during the Modification and Interface Analysis workshops. Minor modifications may not require a BRD. It will be at S&S's discretion to decide which modifications will require BRDs. Material modifications or enhancements may result in a Change Order.

The BRDs will contain assumptions, detailed requirements, functional design/approach, interface specifications where appropriate and test scenario descriptions. Actual Test Case(s) for the functionality represented in each BRD will not be provided to HC. S&S will work with HC to develop test cases where necessary.

S&S Responsibilities

Create and edit Business Requirements (BRD) documents.

HC Responsibilities

Review and edit Business Requirements (BRD) documents.

Entry Criteria

Completion of Modification and Interface Analysis workshops.

Deliverables

Please see Appendix B Project Deliverables.

Completion Criteria

Approved Business Requirements (BRD) documents.

2.3.11 ACTIVITY – INSTALL ADDITIONAL SOFTWARE ENVIRONMENTS

Description

S&S will install the additional software environments detailed in the S&S Responsibilities section below, conduct the appropriate testing to demonstrate that the software and associated databases (excluding any functions requiring an interface or additional configuration beyond that provided by the standard install) are properly installed, configured, set up, operational and ready for Project use.

Note that one environment can suffice for enQuesta Analytics Production and Test, since each report has the ability to point to enQuesta Production, Train and Test at the individual report level.

The four enQuesta software environments (enQuesta Production, Conversion, Train and Test) and the additional software environments detailed in the S&S Responsibilities section below are defined as the S&S Total Solution.

Entry Criteria

Project Infrastructure for the additional software environments is in place and verified.

S&S Responsibilities

Install the following additional software environments on Project Infrastructure:

- Capricorn Production
- Capricorn Test
- enQuesta Analytics Production/Test

HC Responsibilities

Ensure project infrastructure is in place as per HC responsibilities detailed in section 2.6.3.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Certification that the additional software environments have been successfully installed in the Project Infrastructure and demonstrated. The demonstration will be a brief Web conference to show basic functionality.

2.3.12 ACTIVITY – DEVELOP TRAINING PLAN

Description

This activity develops a training approach that outlines learning goals and objectives for major target audiences for both Core Team and Train the Trainer training. The approach is outlined in the Training Plan, which includes:

- proposed curricula for each group of end users.
- proposed high level schedule.
- training materials.
- roles and responsibilities.
- facility requirements.

The User Training Matrix, which is initiated at Project Kick-off, issued to map courses to users and document enQuesta related detail for users (e.g., security level). The User Training Matrix provides information on training schedule requirements to be used later in the project to set the End User training schedule.

S&S Responsibilities

Create and edit Training Plan.

HC Responsibilities

Review and edit Training Plan.

Entry Criteria

Initiated User Training Matrix.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Approved Training Plan.

2.3.13 ACTIVITY – CONDUCT CORE TEAM FUNCTIONAL TRAINING

Description

The purpose of this training is to provide the Core Team with detailed instruction on HC-specific enQuesta workflows (determined and set during Business Process Analysis (BPA)) in each functional area to allow HC staff to write and execute test scripts and begin practicing their new business process workflows in enQuesta.

Functional Training will consist of ten (10) business days of core functionality instruction, which will be delivered by S&S personnel. The training system will be configured by S&S to emulate HC-specific workflows determined in the BPA phase of the Project.

If on-site training is desired, HC will provide a training room with at least ten (10) desktops to support the Project training activities for up to ten (10) class participants and one trainer. Standard training materials will be provided in a PDF softcopy. HC has the right to use the training materials for all users for internal purposes. HC is solely responsible for customizing the standard training materials for HC-specific workflows. The training materials must be prepared and ready for use prior to End User Training in accordance with the Project Schedule. HC is responsible for printing all training materials for training participants. S&S can provide training for additional participants for additional cost.

S&S Responsibilities

Prepare and deliver Core Team training. Deliver standard training materials.

HC Responsibilities

Provide a training room with properly configured workstations (see Training Plan) that can accommodate both S&S and HC Project teams. See assumption in section 5.1 for additional details.

Schedule resources to attend training. Any HC resources that will attend Train-the-Trainer training and/or have responsibility for training HC End Users must attend Core Team training.

Ensure all Core Team members can attend Core Team training (training for any absent members will be trained by HC Core Team).

Entry Criteria

Approved Business Process Analysis documents.

Initial Configuration.

Test data conversion in place.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Core Team Functional Training completed.

2.3.14 ACTIVITY – REPORTING

Description

S&S provides hundreds of operational reports within enQuesta, as well as reporting access to the Strategic Data Substrate (SDS).

S&S provides dozens of operational reports within enQuesta. S&S will provide up to three (3) business days of training on how and when to leverage the content of these reports.

S&S will provide documentation and up to 80 hours of support and training on how to leverage the power of the Strategic Data Substrate (SDS).

S&S Responsibilities

Provide training and support for existing enQuesta reports

Deliver training on how to leverage SDS

HC Responsibilities

Discern applicability of existing reports

Attend training

Entry Criteria

Completion of Business Process Analysis workshops

Deliverables

Please see Appendix B Project Deliverables

Completion Criteria

Training is delivered

2.3.15 ACTIVITY – DEVELOP TESTING PLAN

Description

This Testing Plan document defines the overall testing approach for the Project. This document will identify, at a high level, all phases of testing, along with goals, timeframes, proposed resources, testing environment, and materials for each phase. Incident reporting, tracking and

resolution process will also be included. This document is a roadmap for planned testing phases, including its relationship to other Project activities.

This Testing Plan will not include detailed testing schedules, which will be developed later in the Project for each area of testing to be performed. Both parties acknowledge the timely and effective completion of testing activities is essential for project progress, and further acknowledge that failure to execute the Testing Plan may lead to project delay and additional costs.

S&S Responsibilities

Create and edit Testing Plan document.

HC Responsibilities

Review and edit Testing Plan document.

Evaluate resources required to complete testing; ensure their availability to complete testing; and reflect the resources and their availability in the Testing Plan

Entry Criteria

Completion of Business Process Analysis Workshops.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Approved Testing Plan document.

2.3.16 ACTIVITY – DEVELOP FUNCTIONAL TEST SCHEDULE

Description

The purpose of this activity is for HC to develop a Functional Test Schedule that will identify the elements necessary to complete Functional Testing successfully. The goal of Functional Testing is to confirm that the delivered Solution performs as specified in the approved Business Process Analysis documents. The following scope items will be completed prior to the start of first phase Functional Testing:

- enQuesta workflows with HC-specific configuration
- Converted Data

Functional testing focuses primarily on ensuring the inputs, screen flow and outputs function as expected for individual processes (versus combining individual processes into batches or groups that more closely resemble the schedule of HC's daily workflow – see Integration Test Plan below).

The Functional Test Schedule should include:

- all test scripts that will be executed.
- assignments for all participants, including calendar, time commitments
- order in which the test scripts need to be executed.
- regression testing timeframes.

S&S Responsibilities

Offer guidance and support in developing Functional Test Schedule.

HC Responsibilities

Create Functional Test Schedule.

Ensure all testing resources have been trained in the S&S Total Solution in their area of expertise and that they are available to execute test cases during the relevant test phase(s). Testing resources must have attended Core Team training, otherwise HC is responsible for training testing resources.

Entry Criteria

Approved Testing Plan document.

Approved Business Process Analysis documents.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completed Functional Test Schedule, including named resources and schedules.

2.3.17 ACTIVITY – DEVELOP FUNCTIONAL TEST SCRIPTS

Description

The purpose of this activity is to develop the testing materials to be used in Functional Testing.

HC will lead the development of the Functional Test Scripts with S&S support. S&S will provide a starter kit of standard test scripts in an online testing tool (SpiraTest) and instruct HC on how to edit, delete and create new test scripts in a SpiraTest training workshop. The standard test scripts provided by S&S are not meant to be exhaustive, and new test scripts may need to be created based on HC's preference and custom and HC-specific functionality. HC will customize the standard test scripts using the BPA workshops, BPA documents, enQuesta training materials and Core Team training as inputs. HC is responsible for mapping any functional requirements to test cases as part of the functional test script creation process. S&S standard test scripts are proprietary and confidential work products, shared with HC subject to confidentiality provisions, and may not be shared with or distributed to any other party.

HC will provide the test scripts to S&S for review; however, HC is solely responsible for their accuracy and sufficiency. Utilities comparable in size and complexity typically create in the range

of 500-700 test cases (note this is an estimate for discussion and planning purposes – the actual count may be greater/lesser depending on requirements and level of granularity desired). See Appendix I for an example of a variety of simple to complex test cases.

S&S Responsibilities

Provide standard test scripts.

Provide SpiraTest training workshop.

Offer guidance and support in developing Functional Test Scripts.

HC Responsibilities

Attend SpiraTest training workshop.

Create Functional Test Scripts that reflect any core business processes (without integrations) that will be required to be executed in the enQuesta solution.

Entry Criteria

Completion of Core Team Functional Training and BPA documents.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Completed Functional Test Scripts.

2.3.18 ACTIVITY – CONDUCT ENQUESTA ADMINISTRATOR TRAINING

Description

The purpose of this training is to provide the HC Core Team members responsible for the administration of the enQuesta system with detailed instructions on security, user configuration,

document administration, process scheduling administration, and general printer set up and administration.

enQuesta Administrator Training will consist of three (3) business days of classroom training. For up to ten (10) participants and one trainer, which will be delivered by S&S personnel. The training system will be configured by S&S with our standard training administration configuration.

HC will provide a training room with at least ten (10) desktops to support the Project training activities for up to ten (10) class participants and one trainer. Training materials will be provided in a PDF softcopy. HC has the right to use the training materials for all users for internal purposes. S&S does not customize the standard training materials for HC-specific workflows. HC- is responsible for printing all training materials for training participants. S&S can provide training for additional participants for additional cost.

S&S Responsibilities

Prepare and deliver three (3) business days of enQuesta Administrator training onsite to up to ten (10) participants and one trainer.

Deliver standard training materials softcopy.

HC Responsibilities

Provide a training room with properly configured workstations (see Training Plan) that can accommodate both S&S and HC Project teams (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

Schedule resources to attend training.

Ensure all Core Team members can attend training (any absent members will be trained by HC Core Team).

Entry Criteria

Approved Business Process Analysis documents.

Initial Configuration.

Test data conversion in place.

User Training Matrix completed with all users identified.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Core Team enQuesta Administrator Training completed.

2.3.19 ACTIVITY – DEVELOP INTEGRATION TEST SCHEDULE

Description

The purpose of this activity is for HC to develop an Integration Test Schedule that will identify the elements necessary to successfully complete Integration Testing. The goal of Integration Testing is to confirm that the delivered Solution performs as specified in the Business Process Analysis and Business Requirement Documents (for modifications and interfaces). The following scope items will be completed prior to the start of the first phase of Integration Testing.

- enQuesta workflows with HC-specific configuration
- Modifications
- Automated batch processing (Job Scheduler)
- Interfaces
- Portals
- Ad-hoc Reports
- Converted Data

The primary differences between Functional and Integration testing are that Integration testing will:

- include testing of modifications, interfaces, portals and ad-hoc reports.

- be organized so that test scripts are executed in batches that closely match the schedule of HC's daily workflow.
- put more emphasis on daily balancing activities using standard enQuesta and ad-hoc reports.

The Integration Test Schedule should include:

- all test scripts that will be executed.
- assignments for all participants, including calendar, time commitments
- the order in which the test scripts need to be executed.
- coordination of interdependent testing activities.
- coordination of third-party vendor participation in testing activities.
- regression testing timeframes.

Both Parties acknowledge that timely and accurate testing is essential to maintaining the Project Schedule. Failure to execute the Testing Plan as designed may require a change order for additional support time.

S&S Responsibilities

Offer guidance and support in developing the Integration Test Schedule.

HC Responsibilities

Create Integration Test Schedule.

Entry Criteria

Approved Testing Plan document.

Approved Business Process Analysis documents.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Successful Execution of the Integration Test Schedule.

2.3.20 ACTIVITY – DEVELOP INTEGRATION TEST MATERIALS

Description

The purpose of this activity is to define the details to be used in Integration Testing.

HC will develop the specific Integration Test Scripts addressing the processes described in the Integration Test Schedule. Functional Test Scripts should be leveraged and grouped together, and additional scripts will be created for the additional scope items. As stated in the functional test script development section, the standard test scripts provided by S&S are not meant to be exhaustive for either functional or integration testing, and new test scripts may need to be created based on HC's preference and custom and HC-specific functionality. S&S standard test scripts are proprietary and confidential work products, shared with HC subject to confidentiality provisions, and may not be shared with or distributed to any other party.

S&S will provide support and advice for developing test scripts. HC will provide the test scripts to S&S for review. HC is solely responsible for their accuracy and sufficiency.

The detailed testing schedule will be finalized from the proposed schedule in the Integration Test Plan.

S&S Responsibilities

Offer guidance and support in developing Integration Test Scripts.

HC Responsibilities

Create Integration Test Scripts

Entry Criteria

Creation of the Functional Test Scripts.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Timely and successful completion of Integration Test Scripts.

2.4 BUILD PHASE

2.4.1 ACTIVITY – DEVELOP INITIAL CONFIGURATION

Description

The purpose of this activity is to enter configuration settings into, and perform initial configuration testing of, the S&S Total Solution (with the exception of the enQuesta Analytics environment, since “configuration” of this environment is represented in the ad-hoc report development section). Configuration will be driven by decisions documented during the Business Process Analysis and Data Mapping workshops. Baseline configuration for enQuesta standard workflows will be loaded into the enQuesta Production environment as a starter kit to make this activity more efficient.

The initial configuration of the S&S Total Solution will be developed in conjunction with HC. S&S will lead and manage the configuration activities, with participation and support by HC functional and technical teams. Configurations will be developed hand in hand with HC to facilitate knowledge transfer. Specifically, HC will be responsible for creating and maintaining billing rates, customer letters, system security and GL codes, as these are the areas that require the most ongoing maintenance. S&S will configure other, more static settings. Note that there are some parts of configuration that are finalized in subsequent activities of the project: security, automated batch processing (Job Scheduler), letters, etc.

The configuration settings will be confirmed by a combination of inspection and use of the S&S Total Solution.

S&S Responsibilities

Configuration of enQuesta tables.

Instruct HC on configuring billing rates, customer letters, system security and GL codes tables (during Core Team training and ad-hoc one-on-one sessions).

HC Responsibilities

Configuration of billing rates, customer letters, system security and GL codes tables.

Entry Criteria

Installation of the enQuesta Production environment.

Completion of the Business Process Analysis workshops.

Approval of the Business Process Analysis documents.

Completion of the Data Mapping document.

Deliverables

Please see Appendix B Project Deliverables.

Completion Criteria

Completion of the initial configuration in HC's production environment.

2.4.2 ACTIVITY – EXECUTE CONVERSION TESTS

Description

S&S will execute three (3) conversions prior to Simulation. The first conversion may or may not include history or other complex items, given the state of the legacy data extraction process at the time the first conversion is needed. It is used to build and test the legacy data extract and conversion process through the reconciliation activities. The second and third conversion are for Functional and Integration testing, respectively, and should include all data elements that are relevant and necessary for Go-Live.

As described above, HC is responsible for the data extraction and cleansing process. S&S will import the extract CSVs to the staging tables and execute a conversion from the staging tables to the target enQuesta system. At each conversion iteration, S&S will provide HC with a package of reports that includes data elements that need review or failed to be converted. In addition, counts of converted data elements are provided and used to balance the conversion data with the counts from the legacy data extract. The count statistics will be entered into a Conversion Reconciliation spread sheet and provided to HC to enter the legacy data count statistics. It is a joint S&S and HC responsibility to balance each conversion using the statistics in the Conversion Reconciliation spread sheet.

Balancing activities include verifying legacy counts match enQuesta counts, researching and documenting the reasons for any differences and devising a plan for any items requiring post-conversion actions. See Appendix L for in-scope reconciliation/balancing categories. Any balancing categories requested outside of those on this list are out of scope for this project and will need to be added via the change order process.

In addition to the high-level data balancing and reconciliation of counts and statistics, HC will perform account-by-account data validation for each conversion iteration using an established set of representative accounts from the Legacy System.

S&S will conduct a bill parallel, or automated bill-to-bill comparison, for a given set of cycles for each conversion iteration. S&S will present the results and work with HC to determine an action plan for rate configuration, software defect resolution and data cleansing items to resolve any billing differences between the legacy and enQuesta system.

S&S Responsibilities

Load legacy data extract CSVs into staging tables.

Convert data from staging tables to enQuesta target system.

Provide Conversion Reconciliation template and staging table and enQuesta target system statistics for each conversion iteration.

Provide bill parallel results.

Work with HC to determine bill parallel action plan.

Work with HC to reconcile the Conversion Reconciliation spread sheet.

HC Responsibilities

Extract data to CSVs (whose format mirrors the staging table format).

Cleanse data in Legacy System when necessary.

Provide legacy data statistics for conversion reconciliation template for each conversion iteration.

Work with S&S to determine bill parallel action plan.

Work with S&S to reconcile the Conversion Reconciliation spread sheet.

Entry Criteria

Acceptance of the Data Conversion Plan and Data Mapping Specifications Document.

Legacy data extraction process and S&S conversion programming complete.

Deliverables

Please see the references for this section in Appendix B – Project Deliverables.

Completion Criteria

Legacy data extracted to staging tables and converted to enQuesta target system.

Conversion balanced using Conversion Reconciliation spread sheet.

2.4.3 ACTIVITY – DEVELOP INTERFACE PROGRAMS

Description

The purpose of this activity is to code and unit test Interface Programs. The Interface Programs will be based upon specifications provided by HC. S&S has a standard API for interface programs; this proposal includes one hundred fifty (150) hours of interface development required for HC's unique Interface Programs.

The deliverable will be the completed code for each Interface Object (Programs that require data interchanges with third-party applications).

S&S will unit test and resolve any incidents that pertain to the S&S side of Interfaces.

HC will coordinate and manage all 3rd party vendor involvement including contracting for required changes, obtaining required resources and scheduling per project schedule in order to meet established project timelines.

HC will develop, unit test and resolve any incidents that pertain to the HC side of Interfaces.

HC will test and resolve all incidents that pertain to third-party interfaces.

HC will test Interfaces during Integration and User Acceptance Testing (UAT).

S&S Responsibilities

Develop, unit test and deliver code for the S&S side each Interface identified in the Interface Pricing Detail section of this Statement of Work.

HC Responsibilities

Test third-party interfaces.

Develop, unit test and resolve any incidents that pertain to the HC side of Interfaces. HC is solely responsible for coordinating the development and testing of any third-party interfaces with those third parties.

Entry Criteria

Completion of specifications for Interfaces.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Operational interface programming for the S&S side of each Interface identified in the Interface Pricing Detail section of this Statement of Work.

2.4.4 ACTIVITY – DEVELOP MODIFIED OBJECTS

Description

The purpose of this activity is to develop and unit test all Modifications to the S&S Total Solution to satisfy the functions specified in the final approved Business Process Analysis documents, Business Requirements Documents (BRD's) and Functional Specifications.

S&S will develop the Modified Objects. These Modified Objects will be built as defined in HC-approved BRD specifications.

All modified objects will be moved to the core S&S Total Solution, and therefore all modifications roll forward in all future upgrades.

HC will test Modifications in Integration and User Acceptance Testing (UAT).

S&S Responsibilities

Develop and deliver code for each Modification identified in the Modification Pricing Detail section of this Statement of Work.

HC Responsibilities

N/A.

Entry Criteria

Completion of specifications for Modifications.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

All Operational modification programming for each modification identified in the Modification Pricing Detail section of this Statement of Work.

2.4.5 ACTIVITY – DEVELOP AD-HOC REPORTS

Description

The purpose of this activity is to develop and unit test the ad-hoc reports which HC is responsible for writing.

The deliverable is the completed code delivered to the ad-hoc reporting portal.

HC will provide updated Report Specifications as needed to support the maintenance of reports in the future for the reports for which HC is responsible.

S&S Responsibilities

S&S will support the development and design by HC of ad hoc reports.

HC Responsibilities

HC will develop, unit test and deliver the reports for which HC is responsible.

Entry Criteria

Approval of ad-hoc Report Specifications.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Delivery of design support by S&S; creation of ad-hoc reports by HC

2.4.6 ACTIVITY – DESIGN AND CONFIGURE APPLICATION SECURITY

Description

The purpose of this activity is to train HC to configure enQuesta system security for the Production environment.

There are two main parts to establishing enQuesta system security:

- establish the appropriate groups (which drive the access rights to enQuesta system workflows and programs)
- associate the HC users to each group

Two spreadsheets will be used to manage the group and user configuration. The Security Profile Log defines the properties and access rights for each group, and the User (Training) Matrix defines all enQuesta users and their group(s) for each enQuesta user, among other key operator configuration. S&S will review and instruct HC on how to use these spreadsheets.

HC is responsible for establishing the groups, and their associated workflow/program access rights, in the Security Profile Log.

After the Security Profile Log is complete with HC-specific groups, S&S will conduct enQuesta security training to enable HC to configure their groups, and associate users to each group, in the enQuesta Production system. Groups can be configured and updated by importing the Security

Profile Log spread sheet into the enQuesta system. Associating users to groups in the enQuesta system is a manual configuration task.

The enQuesta security training is separate from Core Team and End User training. Both the enQuesta security training and the configuration of the enQuesta security groups and users must be completed before the start of Simulation.

S&S Responsibilities

Conduct enQuesta security workshop and training.

Provide templates for Security Profile Log and User (Training) Matrix.

HC Responsibilities

Complete and maintain the Security Profile Log and User (Training) Matrix.

Configure enQuesta system security for all groups and users in the enQuesta Production system.

Entry Criteria

Business Process Analysis (BPA) documentation.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

HC-specific groups and users are configured in the enQuesta Production system.

2.4.7 ACTIVITY – EXECUTE FUNCTIONAL TESTING SCRIPTS

Description

In order to effectively manage testing schedules, HC shall identify a Testing Lead. This role will own reporting on test progress, triage of all incidents, and assignment of test scripts to HC resources.

HC will lead the execution of the Functional Testing Scripts using the Functional Test Plan as a guide. HC Testing Lead shall monitor and manage the status (pass/fail/not run) of each Test Script. HC Testing Lead will QA/verify that the HC Core team is properly executing and documenting the test cases. The test case statuses are logged in SpiraTest, an online test management tool, by HC testing resources. Issues will be clearly documented and triaged by HC Testing Lead first before being submitted to the appropriate S&S Project team member. HC Testing Lead shall update SpiraTest daily during the testing phases, so that the Project teams are aware of the incidents and testing progress.

Each issue will be logged, and priority given to it based on mutual agreement by both parties. Issues are submitted and managed via SpiraTest so that they are associated to the proper Test Script(s).

Issues will resolve into the following: training, unable to recreate, configuration, data conversion, out-of-scope or software defect. Software defects will be worked by S&S development and fixes are deployed in controlled code deployments during Functional Testing or as needed and mutually agreed to by S&S and HC.

Functional testing will occur in the Train environment by HC. S&S will stage code fix deployments internally and then in Test for S&S verification before deploying to Train for HC re-testing and verification. Code fix deployments will be delivered to the Production environment once tested and verified in Train.

Both Parties acknowledge that timely and effective execution of the Functional Test Plan is essential to achieving the Project Plan. Failure to execute may lead to additional testing support charges and a change order.

S&S Responsibilities

Assist in logging and categorizing issues.

Resolve software defects, configuration and conversion issues and deploy fixes as per Completion Criteria below.

HC Responsibilities

Assign Testing Lead

Timely and effective execution of Functional Test Scripts documented in SpiraTest.

Log and triage issues before submitting to S&S.

Re-test defects, configuration and conversion issues within five (5) business days.

Entry Criteria

Train and Test environments deployed.

Creation of Functional Test Scripts by HC.

Creation of Functional Test Schedule by HC.

Initial Configuration complete.

Test Conversion in place in Train and Test.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Timely and complete execution of all Functional Testing Scripts.

S&S will correct all Priority 0 defects and HC Testing Lead will confirm the associated test cases have been successfully re-tested prior to the start of Integration Testing. Priority 1 defects will be reviewed and either corrected by S&S and confirmed as successfully re-tested by HC Testing Lead or they will be documented in a remediation plan as mutually agreed to by S&S and HC's Testing Lead and Project Manager.

2.4.8 ACTIVITY – EXECUTE INTEGRATION TESTING

Description

HC Testing Lead will lead the execution of the Integration Testing Scripts using the Integration Test Plan as a guide. HC Testing Lead shall monitor and manage the status (pass/fail/not run) of each Test Script. The test case statuses are logged in SpiraTest, an online test management tool, by HC testing resources. Issues will be clearly documented and triaged by HC Testing Lead first, before being submitted to the appropriate S&S Project team member. HC Testing Lead shall update SpiraTest daily during the testing phases, so that the Project teams are aware of the incidents and testing progress.

Issues will resolve into the following: training, unable to recreate, configuration, data conversion, out-of-scope or a software defect. Software defects will be worked by S&S development and fixes are deployed in controlled code deployments during Integration Testing as needed mutually agreed to by S&S and HC.

Integration testing will occur in the Train environment by HC. S&S will stage code fix deployments internally and then in Test for S&S verification first before deploying to Train for HC re-testing and verification. Code fix deployments will be delivered to the Production environment once tested and verified in Train.

In addition to the Test Scripts executed in the Functional Testing activity, Integration Testing includes testing for:

- interfaces defined in scope and documented in approved Business Requirements Documents (BRDs).
- ad-hoc Reports automated batch processing (Job Scheduler).
- portals.

For the testing of Interfaces, HC and S&S are mutually responsible for providing data from interfacing applications in a format required for testing.

Both Parties acknowledge that timely and effective execution of the Integration Test Plan is essential to achieving the Project Plan. Failure to execute may lead to additional testing support charges and a change order.

S&S Responsibilities

Assist in logging and categorizing issues.

Resolve software defects, configuration and conversion issues and deploy fixes as per Completion Criteria below.

HC Responsibilities

Assign Testing Lead.

Timely and effective execution of Integration Test Scripts documented in SpiraTest.

Log and triage issues before submitting to S&S.

Re-test defects, configuration and conversion issues within five (5) business days or it's deemed passed.

Entry Criteria

Modified objects, Interfaces, reports and portals deployed to Test and Train.

Creation of Integration Test Scripts by HC.

Creation of Integration Test Schedule by HC.

Configuration re-work as a result from Functional Testing complete.

Test Conversion in place in Train and Test.

No open Priority 0 or Priority 1 issues from Functional Testing unless HC and S&S mutually agree to proceed.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Source and object code for modified objects, Interfaces, and reports have been delivered and approved by HC, and Integration Test Scripts have been executed. S&S will correct all Priority 0 defects and HC Testing Lead will confirm the associated test cases have been successfully re-

tested prior to the start of the User Acceptance Testing. Priority 1 defects will be reviewed and either corrected by S&S and confirmed as successfully re-tested by HC Testing Lead or they will be documented in a remediation plan as mutually agreed to by S&S and HC's Testing Lead and Project Manager.

2.5 ACTIVATE PHASE

2.5.1 ACTIVITY – PREPARATION FOR SIMULATION

Description

The purpose of Simulation is twofold:

- A Mock Go-live cutover from the Legacy System to the S&S Total Solution will be executed, which will include:
 - the legacy data extract and conversion is completed over a weekend to practice the conversion tasks in the time window allotted for Go-live.
 - conversion balancing, the bill parallel and manual entry of any data needed to complete the conversion process is practiced in the time window allotted for Go-live.
- User Acceptance Testing (UAT) will be completed in the weeks following the Mock Go-live cutover. UAT:
 - includes testing of the enQuesta production system according to a test plan devised by HC. The UAT test plan typically comprises "Day in the Life" enQuesta workflows in that for a set period of time HC will run the daily utility processes (e.g., processing payments, readings, bill cycles, calculate reminder notices, enter adjustments, etc.) in the enQuesta Production system each day until all of the agreed business critical workflows, modifications, interfaces, reports and portals

have been successfully tested. The UAT schedule can mirror daily business operations, but it is not meant to be a parallel test where all transactions in the Legacy System are also entered into the enQuesta Production system. A statistically significant sample size of daily Legacy data transactions can be set aside to be input into the enQuesta Production system.

- Duration is two (2) business weeks.

S&S and HC will jointly create a Mock go-live cutover schedule. HC is responsible for creating the UAT schedule.

The Mock go-live cutover schedule will include:

- a checklist that includes for each task the timing, schedule, and role responsible. All roles and responsibilities and the resources assigned to those roles will be defined along with individual contact information.
- built in Go / No Go decision points, and HC and S&S staff members who are responsible for participating in each of the decisions.
- third party vendor tasks and contact information. Note that HC is responsible for organizing third party vendors to support activities that will include hours outside of normal business hours.
- requirements and procedures for rolling back to the Legacy System in the event that the Go-live is unsuccessful.

The UAT schedule will include:

- the enQuesta workflows, modifications, interfaces, reports and portals that need to be executed on a daily basis.
- any system balancing activities that need to be executed on a daily basis.
- user assignments and timeframes for all activities.
- issue triage procedures with issues being addressed by HC Testing Lead first, before sending to S&S.

S&S Responsibilities

Create Mock Go-live cutover schedule with HC.

Assist HC with UAT schedule.

HC Responsibilities

Create Mock Go-live cutover schedule with S&S.

Create UAT schedule.

Schedule conference room(s) that can accommodate HC Mock go-live cutover and UAT staff activities (if activity is scheduled to be on-site).

Schedule conference room for S&S Project team (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

Schedule internal staff and third-party vendors to participate in Mock Go-live cutover and UAT (according to the schedules).

Entry Criteria

Timely and successful completion of both Functional Testing and Integration Testing.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Timely and successful completion of Mock Go-live cutover and UAT schedule.

2.5.2 ACTIVITY – EXECUTION OF SIMULATION

Description

S&S will execute the Mock Go-live cutover over the weekend identified in the Project Schedule. This activity may be onsite at the HC business/operations location as defined in Project Plan)

Balancing, reconciliation, manual data entry tasks and smoke testing will occur as part of the Mock Go-live cutover schedule. A Go / No Go for Go-live decision will be emulated as well.

Starting the first week after the Mock Go-live cutover, HC Testing Lead will lead the HC testing resources to commence UAT, which will last for two (2) business weeks. S&S can be onsite to support this phase, if agreed to by both parties in the project Plan. Daily meetings will be held between S&S and HC Project teams to assess progress and adjust the schedule as needed.

As the Mock Go-live cutover progresses and completes, updates will be made to the Mock go-live cutover schedule. This updated document will become the draft Go-live cutover schedule.

S&S Responsibilities

Execute assigned tasks Mock Go-live cutover.

Update Mock Go-live cutover schedule based on results.

Support HC UAT.

HC Responsibilities

Execute assigned tasks in the Mock Go-live cutover schedule.

Execute UAT.

Triage and provide first line of support for UAT issues.

Provide conference room(s) that can accommodate HC Mock go-live cutover and UAT staff activities (if the activity is scheduled for on-site).

Provide conference room for S&S Project team (if the activity is scheduled for on-site). See assumption in section 5.1 for additional details.

Schedule internal staff and third-party vendors to participate in Mock Go-live cutover and UAT (according to the schedules).

Entry Criteria

Mock Go-live cutover and UAT schedule completed.

Security configuration complete.

Resources and conference rooms scheduled as per the Mock Go-live cutover and UAT schedules.

Access to HC business/operations location is secured for S&S staff during normal, and outside, business hours.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Successful execution of Mock Go-live cutover and UAT.

2.5.3 ACTIVITY – DELIVER TRAIN THE TRAINER TRAINING

Description

This activity addresses the execution of the Train the Trainer training activities as defined in the approved Training Plan. S&S will deliver the Train the Trainer training to prepare HC to deliver End User training.

Train the Trainer training will consist of four (4) business days), which will be delivered by S&S personnel.

Train the Trainer training is aimed at instructing HC training resources on how to deliver classes to end users effectively using the S&S Total Solution software, training exercises and materials provided by S&S. The HC Train the Trainer resources must have attended Core Team training and be comfortable with the S&S Base Solution. The Train the Trainer training focuses on the fundamentals of delivering a successful training course versus in-depth workflow instruction.

HC will provide a training room (if activity is scheduled to be on-site) with a sufficient number of desktops to support the training activities for one S&S trainer and up to ten (10) HC training resources. Training materials will be provided in a PDF softcopy. HC has the right to use the

training materials for all users for internal purposes. S&S does not customize the standard training materials for HC-specific workflows.

S&S Responsibilities

Prepare and deliver four (4) business days of Train the Trainer training (may be onsite at HC location).

Deliver standard training materials.

HC Responsibilities

Provide a training room with properly configured workstations (see Training Plan) that can accommodate both S&S and HC staff (if activity is scheduled for on-site). See assumption in section 5.1 for additional details.

Schedule resources to attend training.

HC Train the Trainer resources are responsible for the successful training of all HC end users.

Entry Criteria

Training Invitations issued to Train the Trainer attendees.

Train the Trainer trainees have participated in the Core Team Training sessions.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

All scheduled Train the Trainer resources have been trained.

2.5.4 ACTIVITY – PERFORMANCE TESTING

Description

The purpose of this activity is to generate activity on the enQuesta Production environment to ensure adequate performance in executing business-critical workflows and batch processes. Activity will be generated both manually and with automated tools to simulate the expected daily load on the S&S Total Solution. The expected daily load should include individual transactions (e.g., navigating accounts in inquiry), batch processes (e.g., billing a set of cycles) and running reports.

HC will create a Performance Test schedule to specify timeframes and assigned resources for the daily load activities.

The Performance Test is typically executed during UAT.

S&S Responsibilities

Monitor application, database, hardware and network performance associated with enQuesta Production.

Consult with HC regarding tunings needed to optimize performance for application, database, hardware or network.

HC Responsibilities

Assign HC Performance Testing Lead

Create Performance Test plan.

Execute Performance Test plan.

Monitor application, database, hardware and network performance associated with enQuesta Production.

Perform application, database, hardware or network tunings needed to optimize performance.

Entry Criteria

Integration Testing is complete.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Mutually agreed-to performance tunings made.

2.5.5 ACTIVITY – PREPARATION FOR GO-LIVE CUTOVER

Description

The purpose of this activity is to plan for the initiation of the use of the S&S Total Solution in day-to-day operations of HC and for the cessation of use of the current Legacy System.

A Go-live cutover schedule will be created, which will include:

- the Go-live cutover tasks to be executed over Go-live weekend.
- a checklist that includes for each task the timing, schedule, and role responsible. All roles and responsibilities and the resources assigned to those roles will be defined along with individual contact information.
- built in Go / No Go decision points, and HC and S&S staff members who are responsible for participating in each of the decisions.
- third party vendor tasks and contact information. Note that HC is responsible for organizing third party vendors to support activities that will include hours outside of normal business hours.
- requirements and procedures for rolling back to the Legacy System in the event that the Go-live is unsuccessful.
- the targeted schedule for business operations to be performed in enQuesta at least for the first two (2) weeks, including weekends, e.g., when to send out the first bills from enQuesta (after a bill print review) and generally what each functional area would like to accomplish the first two weeks in order to satisfy business operational requirements.

- Collection notices and/or disconnects are suspended during Go-live and for a period of time after Go-live (outlined in this Go-live plan) to ensure all processes are running as expected and allow both HC and its customer to adjust to the new S&S Total Solution.
- issue triage procedures with issues being addressed by HC staff first before sending to S&S.

A Project Close document will be created jointly by S&S and HC that will detail the issues that need to be resolved for Project close. This document, also referred to as a Punch List, will contain the agreed upon priority 0 and 1 defects that need to be resolved before a) go-live and b) project close (end of post go-live). Remaining in-scope deliverables that need to be implemented or issues that need to be resolved will also be added to this document.

Issues and defects reported after go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

S&S Responsibilities

Create Go-live cutover schedule.

Work with HC to create Project Close document.

HC Responsibilities

Assist with creation of Go-live cutover schedule.

Work with S&S to create Project Close document.

Schedule conference room(s) that can accommodate HC Go-live staff activities.

Schedule conference room for S&S Project team. See assumption in section 5.1 for additional details.

Schedule internal staff and third-party vendors to participate in Go-live activities (according to the schedules), especially where tasks outside of normal business hours are required.

Entry Criteria

Mock Go-live cutover and UAT complete.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Go-live cutover schedule is complete.

Project Close document is complete.

2.5.6 ACTIVITY – EXECUTION OF GO-LIVE CUTOVER

Description

The purpose of this activity is to initiate use of the S&S Total Solution in day-to-day operations of HC and to cease use of the current Legacy System.

The Go-live conversion and tasks included in the Go-live cutover schedule will be implemented, executed and completed by both HC and S&S, as assigned in the Go-live schedule, including each of the Go / No Go decision points.

During this activity, all components of the S&S Total Solution will be migrated to the Production Environment supported by the agreed-upon tools and procedures. Network and other environment settings will be updated to activate communication between various Production environments.

The Legacy System will cease to be used for day-to-day operations but may continue to operate for reference or research purposes as deemed necessary by HC. The ongoing support and maintenance of the Legacy System will continue to be the responsibility of HC following Go-live.

S&S will support Go-live activities for two (2) weeks. S&S resources may be on-site as mutually agreed to by both Parties.

S&S Responsibilities

Execute tasks according to Go-live cutover schedule.

Triage and log issues reported during Go-live.

HC Responsibilities

Execute tasks according to Go-live cutover schedule.

Triage and provide first line of support for end user issues, using the Must-Gather details outlined in the Support Guidelines.

Provide conference room(s) that can accommodate HC Go-live staff activities.

Provide conference room for S&S Project team (if activity is scheduled to be on-site). See assumption in section 5.1 for additional details.

Schedule internal staff and third-party vendors to participate in Go-live activities (according to the schedules), especially where tasks outside of normal business hours are required.

Entry Criteria

Timely and successful completion of End User Training.

Timely and successful completion of Go-live cutover schedule.

Timely and successful completion of Performance Testing.

Agreed upon priority 0 and 1 defects listed as required for go-live in the Project Close document are resolved.

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

Deliverable acceptance form authorizing Go-Live is reviewed and approved by HC Project Manager.

The Go-Live cutover has been completed timely and successfully completed. The S&S Total Solution is in use in day-to-day operations. All components of the S&S Total Solution, related third-party applications, and related application databases are migrated to the Production Environment.

2.5.7 ACTIVITY - POST-GO-LIVE SUPPORT

Description

The purpose of this activity is for S&S to assist HC in the resolution of all material, non-cosmetic functional and technical issues, concerns, and errors, jointly referred to as "issues" or "defects", related to the operations of the S&S Total Solution.

S&S shall provide three (3) calendar months of project team support following the Go-Live date.

HC Trainers, Testing Lead and Core Team members will provide the first line of support to End Users and attempt to resolve issues using the training materials, S&S Total Solution documentation, and the design documents. Issues related to the S&S Total Solution that cannot be resolved will be escalated to S&S for support along with the detailed information required for S&S to troubleshoot. Issue reporting shall include "Must-Gather" details as defined in the Support Guidelines.

The ongoing production operation for the S&S Total Solution will be the responsibility of HC following the Go-Live date with the support of S&S. S&S will correct or offer solutions for all material, non-cosmetic defects associated with S&S delivered configuration, enhancements, interfaces, scripts, cases and portals, reported by HC during the initial three (3) months of production system operation, excluding baseline defects. S&S is not responsible for defects associated with S&S delivered configuration, enhancements, interfaces, scripts, cases and portals that have been changed by HC without S&S's written approval.

During this period, S&S and HC will provide a monthly assessment report of the operations and issues of the S&S Total Solution, including progress on the items identified in the Project Close document. Approximately 8 weeks prior to project close, the project Managers will jointly agree to the list of remaining project items which must be complete prior to project close. If there are

software defects which require a new point release to be taken, project close will not be held up while HC determines the best time period to accept a new point release.

Issues and defects reported during post go-live will be addressed and resolved according to their priority Support guidelines and cannot be added to the Project Close document.

S&S Responsibilities

Support Post Go-live activities.

Assist in logging and categorizing issues.

Resolve issues identified in the Project Close document.

Work with HC to create monthly assessment reports.

HC Responsibilities

Operation of the S&S Total Solution.

Log and triage issues before submitting to S&S, using the Must-Gather details contained in the Support Guidelines.

Re-test defects, configuration and conversion issues.

Resolve issues identified in the Project Close document.

Work with S&S to create monthly assessment reports.

Entry Criteria

Go-Live

Deliverables

Please see the reference for this section in Appendix B – Project Deliverables.

Completion Criteria

All post go-live monthly assessment reports submitted.

Agreed upon priority 0 and 1 defects, and any remaining issues listed as required for post go-live in the Project Close document are resolved.

3 PROJECT PRICING

See Implementation Service Agreement Schedule "ISA-2 – Milestone Criteria and Payment Schedule".

3.0 CHANGE ORDER RATES

Additional services will be made available at the then-applicable hourly rate which is published annually in the Support Guidelines.

3.1 PAYMENT MILESTONES

Please refer to Implementation Service Agreement Schedule ISA-2 – Fee Structure and Payment Schedule.

4 PROJECT ASSUMPTIONS

Certain assumptions were made when determining the level of effort required to perform the services included in this Statement of Work. These assumptions fall into the areas described below.

4.0 GENERAL

- HC recognizes that competing internal initiatives may be a risk and a challenge to the Project Team and the implementation. HC will be responsible for ensuring that the appropriate actions are taken to avoid any impact to the Project Schedule, staffing, and costs due to any competing projects. Both Parties acknowledge that timely and effective execution of each phase is essential to achieving the Project Plan. Failure to execute may lead to additional support charges and a change order.
- Go-Live is projected to occur twelve (12) months after project initiation. If HC extends the Project dates for their own purpose, or requests work beyond the scope as specified in this Statement of Work, S&S may request a Change Order in accordance with the Implementation Service Agreement and this Statement of Work.

- Two conference rooms need to be made available for onsite Project activities:
 - Conference room for joint HC and S&S meetings and workshop. This conference room must be large enough to accommodate both the S&S and HC Project teams.
 - Conference room for S&S Project team. S&S requires a conference room for internal S&S meetings and daily work for the duration of the project.

Both conference rooms must have power sources, high-speed wireless internet connection, a telephone, a whiteboard, and a networked printer that S&S staff can access. The joint conference room must have a projector.

4.1 PROJECT STRUCTURE

- HC will have a PM to oversee all components of this Project. S&S will also have a PM assigned.
- The HC PM will have the help of the HC Testing Lead and HC Core Team throughout the Project. The HC Core Team will have members from all functional areas and will help with the coordination of their respective areas of expertise. The HC Core Team will be involved in decision making for the Project.
- HC will have a Steering Committee that will be comprised of key HC executives and Project stakeholders. The HC PM and the S&S PM will present a joint report to the Steering Committee regarding the status of the Project.
- S&S's Executive Sponsor will participate in Steering Committee meetings via conference call unless both HC and S&S agree to an alternative arrangement.

4.2 STAFFING

- S&S has proposed a plan that generally does not require weekend work or overtime to complete this Project; however, both HC and S&S acknowledge that modest amounts of overtime work may be required at critical points to maintain the Project Schedule. It is expected that Simulation and Go-Live will require weekend work.
- HC will staff the Project with qualified resources that are familiar with HC's business processes and practices. These resources must possess the necessary competencies, capabilities, and dedication to complete project activities accurately and on time.

- HC will empower the Core Team to make decisions related to configuration and business processes, recognizing that as the solution is tested, adjustments to the solution set-up may be required.
- S&S staff may be on-site periodically for the Project duration. S&S's typical travel schedule will enable each S&S staff member to be on-site at the HC location Monday afternoons by 2:00 PM EST and remain locally through Thursday. During high activity phases of the project, on-site presence may include after-hours, all-day Monday, all day Friday, and some weekends. HC will ensure that the S&S staff will have access to their working environments during these off times.
- Go-Live Support work may be performed by a combination of on-site and off-site personnel as deemed appropriate by the Project Management team. HC will provide remote access for S&S staff members working off-site as needed.
- HC will notify S&S of any third-party engagements brought on by HC that could impact or compete with resources for this Project.
- S&S will consider any third parties engaged by HC to support aspects of the Project to be part of HC's team.

4.3 PROJECT MANAGEMENT

- S&S is responsible for managing the Project along with the HC PM. S&S has been retained to lead HC through the implementation process based on their experience and this Statement of Work.
- S&S is responsible for maintaining a Change Order Log to track proposed, executed and rejected Change Orders on the Project. See Appendix D for a sample Change Control Log.
- S&S is responsible for maintaining the Project Schedule. S&S will directly update the Schedule for all S&S resources/tasks. The HC PM will update the S&S Project Manager on any HC tasks, which will allow the S&S Project Manager to update the Schedule. All Project documents will be maintained in electronic versions. All final version documents will be clearly marked as the "Final" version. Both Parties acknowledge that timely and effective execution of each project phase is essential to achieving the Project Plan. Failure to execute may lead to additional support charges and a change order.

APPENDIX A – DEFINITIONS

Throughout this Statement of Work, the following words and expressions shall have the definitions set forth below. Terms that are not expressly defined below or elsewhere in this Statement of Work shall have the meanings ascribed to them in the Implementation Service Agreement.

Term	Definition
Batch Processes (Job Scheduler)	Consists of enQuesta batch processes that can be driven by Job Scheduler, specifically: Billing Processes (meter reading, billing validation, pre-billing exception process, calculation, e-bill calculation, bill printing), Back Office Processes (general ledger, trial balance) and Collection Processes (notices, delinquencies, penalties, credit fund transfers, installments or promise to pay, shut-offs).
Bill Parallel	Process of comparing bills generated from the Legacy system and the new S&S system to compare mass volumes of rates and charges.
Change Order process	The process used throughout the Project for requesting, reviewing, scoping and approving changes in the Scope of Work.
Code Deployment	Any object or code delivered from S&S to the Customer environment, or code moved from one Customer environment to another.
Configuration	Process of performing table updates and algorithm changes to the system in order to have the system perform such that the Customer's specific user requirements are met. Configuration does not require programmatic software changes.

Term	Definition
Core Team	The Core Team consists of part- and full-time functional and technical resources identified by the Customer for this Project.
Data Mapping	The process of assigning legacy system data elements to target system data elements.
Deliverable	Project component that can be a tangible or intangible and is produced or provided as part of the project to support the completion of the Project.
Functional Test	Functional Testing entails testing individual enQuesta workflows to ensure each workflow functions as designed with specific configuration and conversion data. Each workflow is tested independently before testing in the context and sequencing of the Customer's defined work schedule.
Interface	Passing of data between two separate and distinct systems.
Integration Test	Integration testing entails testing enQuesta workflows, modifications and interfaces with multi-step processes, from start to finish in the context and sequencing of the Customer's defined work schedule. This testing will take place with Customer specific configuration and conversion data.
Legacy system	Reference to the current Customer system that is being replaced.
Modification or Modified Object	Custom code that is inserted into the standard enQuesta code. All modifications developed for the Customer will be rolled into the base. In this document Modified Object is used as a synonym for Modification.

Term	Definition
Priority 0 (Showstopper)	<p>A reported issue is only considered a Showstopper when the utility cannot continue with their daily processes or get through large groups of test cases until the issue is resolved. There is no work around.</p> <ul style="list-style-type: none"> • Daily Process has been halted by a critical error • Application and/or Database Server is down • Capricorn is down • enQuesta Reporting Center (ERC) is down • Job Scheduler Failures
Priority 1 (High)	<p>Business critical issue, but not preventing all users from getting their work done. A work around exists to continue with daily processes. Examples:</p> <ul style="list-style-type: none"> • Discrepancy in collections run sheet • Processing credit refunds • HandHeld Upload/Download • Deposits • System errors that have workarounds • Calculation errors impacting a small number of records
Priority 2 (Medium)	<p>The issue has a work around that can be used until the issue is resolved. Examples:</p> <ul style="list-style-type: none"> • A particular work order cannot be updated • Document Designer template changes • Work Queues
Priority 3 (Low)	<p>The issue is cosmetic or requested functionality that will be considered for a future version. (Ex. Columns displayed on a particular screen.)</p>

Term	Definition
S&S Total Solution	The term used to describe the entirety of the system being delivered by S&S, including the S&S Base solution and also supporting software that is in scope, such as enQuesta Analytics and Capricorn Customer Self-service portal.
S&S Base Solution	The term used to describe the enQuesta Production, Conversion, Train, Test and Disaster Recovery environments.
Test Conversion – Partial	A Test Conversion Partial refers to an extract and conversion of a subset of the legacy data, such as converting customer accounts and metered/billed services, but not associated history or financial information (e.g., AR, deposits and Write-offs). This is used or planned for in the Project Schedule as a precursor test step to the first conversion if both S&S and HC determine its necessity as a method of proving out the extract process before the first full conversion.
Test Conversion – Full	A Test Conversion – Full is an execution of the conversion processes and programs for the entire legacy data set, including customer accounts, metered/billed services, customer AR, deposits and write-offs and customer billing, consumption and service order history.
Test Script	Describes what steps and actions are required to test a particular feature or function as well as the expected results.

APPENDIX B – PROJECT DELIVERABLES

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
0	n/a	n/a	Contract Signing	Contract is signed	n/a	n/a
1	Initiate	3.3.1 Activity – Initial Project Management Office Launch	Project Launch	There will be a meeting to launch the project with the Project Managers from both teams. Topics covered may include: organization of the joint project team, establish Project Team Contact List, dates and times for the Project Kickoff Meeting, templates to be used for project documentation. Agenda and meeting notes will be deliverable criteria.	Co-responsibility	MS Word
2	Initiate	3.3.2 Activity – Assemble Project Team	Assemble Project Team	S&S and HC will each assign staff to the project team resource roles as described in the scope of work.	Co-responsibility	MS-Word
3	Initiate	3.3.3 Activity – Construct Initial Project Documents	Initial Project Documents	Documents include: a. Project Charter b. Project Management Plan (PMP) c. Communication plan d. Change Control Plan	Co-responsibility	MS-Word
4	Initiate	3.3.4 Activity – Establish Project Infrastructure	Hosted Client Infrastructure Form	The Hosted Client Infrastructure Form includes a check list for provisioning the servers for S&S and HC along with each environment's networking specifications.	S&S	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
5	Design	3.3.5 Activity – Install S&S Base Solution	Installed Production, Conversion, Train and Test Environments	This deliverable document confirms S&S has installed the Production, Conversion, Train and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready for Project use.	S&S	MS-Word (confirms completion)
6	Initiate	3.3.6 Activity – Project Kick-off Meeting	Project Kick-off Meeting	This session will have the intent to educate stakeholders about the overall approach to the project. HC Project Management and S&S Project Management jointly provide this orientation overview using material based on the Project Charter.	Co-responsibility	MS-PowerPoint
7	Initiate	3.3.7 Activity – Develop Initial Project Work Schedule	Approved Initial Project Schedule	The initial Project Schedule is drafted by S&S and is revised and approved by S&S and HC. It represents the starting point for the project. The schedule will outline all tasks to complete the overall project. Future deliverables will be updated with additional details later in the project as those details are more clearly defined.	S&S	MS Project
8	Initiate	3.3.8 Activity – Establish Project Tracking Tools	Installed Project Tracking Tools Verification	The Project Tracking Tools have been installed and configured for project management requirements.	S&S	HC Project Team

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
						access provided.
9	Initiate	3.3.9 Activity – Establish Project Management Reporting	Project Management Reporting (Month 1 to Month 12)	<ol style="list-style-type: none"> 1. Project Management Meetings – Each week (or as established with the PM team) there will be a project management meeting to include all Team Leads. Project status will be reviewed, and the next week’s priorities will be established. 2. Project Team Meetings - weekly, each Project Manager will conduct group and/or individual meetings with respective team members to review their work assignments so as to gather information regarding the overall Project status, to identify obstacles to successful completion of tasks, and to provide needed assistance and coaching. 3. Status Reports – weekly (or as established with the PM team) status report which documents prior accomplishments, upcoming activities, past due activities, key 	S&S	MS Word and/or MS PowerPoint

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				<p>actions, decisions, and issues with estimated completion dates, and project risks.</p> <p>4. Project Schedule: The monthly deliverable encompasses updated tasks, percent complete and milestone completions, including resource updates and timeframe updates.</p> <p>5. Monthly Steering Committee Meeting and Presentation</p>		
10	Design	3.4.1 Activity – Prepare for Discovery Workshops	Completed BPA Questionnaire	<p>HC will provide answers to the BPA questionnaire prior to Discovery and BPA. This includes standard utility and configuration questions in each functional area. This will be used to prepare for the sessions and guide the sessions more efficiently.</p>	HC	MS-Word and/or MS-Excel
11	Design	3.4.1 Activity – Prepare for Discovery Workshops	Current State artifacts	<p>HC will provide S&S with a set of current system artifacts which will serve as a basis for Discovery, BPA and configuration. Examples of artifacts requested include list of legacy rates, GL mapping, service order list, letters, formal written policies and tariffs, etc.</p>	HC	MS-Word and/or MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
12	Design	3.4.1 Activity – Prepare for Discovery Workshops	Discovery Workshop Agenda & Schedule	S&S will provide HC with an agenda and schedule detailing topics covered and timeframes, as well as resources required, for the Discovery Workshops.	S&S	MS-Word
13	Design	3.4.2 Activity – Conduct Discovery Workshops	Completed Discovery Workshops	Discovery Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)
14	Design	3.4.3 Activity – Data Conversion Plan	Approved Conversion Plan	The Approved Conversion Plan defines processes and tools that govern data mapping, data cleansing, technical design, development and testing. The document will contain a roadmap of current data repositories included in the Project conversion landscape. It will define the amount of historical data that will be converted, and procedures that will be used to validate the conversion success and to identify data conversion problems.	S&S	MS-Word
15	Design	3.4.4 Activity – Data Mapping	Completed (initial) Data Mapping Document	This document defines the data mappings between the legacy tables and the staging tables, as well as required target system data that are missing from a legacy and the method for resolving the data gaps. The data mapping document will also include a high-level description of custom data manipulation needed. Each field for all	HC	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				applicable Legacy System tables will be mapped to the target staging tables and fields.		
16	Design	3.4.5 Activity – Develop Legacy Data Extraction Process	Completed Extraction Process and Data Cleansing Plan.	HC is responsible for developing a repeatable, consistent and efficient process to extract the relevant legacy data defined in the data mapping specification document to a series of CSVs whose formats mirror the enQuesta staging tables.	HC	MS-Word
17	Design	3.4.6 Activity – Prepare for Business Process Analysis Workshops	Completed Core Team Orientation: BPA Workshop Training	Orientation training session conducted by S&S to prepare the HC Core Team for the Business Process Analysis Workshops.	S&S	Confirmed by training session sign-in sheets
18	Design	3.4.6 Activity – Prepare for Business Process Analysis Workshops	BPA Workshops Agenda & Schedule	Agendas for each workshop will be provided to HC. The agenda will contain meeting topics and expected durations. HC will use this agenda to determine attendees and provide a list of attendees to S&S to be included in this agenda document.	S&S	MS-Word and/or MS-Excel
19	Design	3.4.7 Activity – Conduct Business Process Analysis Workshops	Completed Business Process Analysis Workshops	BPA Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
20	Design	3.4.8 Activity – Develop Business Process Analysis Documents	Approved BPA Documents	Approved Business Process Analysis documents outlining all components to be included in the Project going forward.	S&S	MS Word
21	Design	3.4.9 Activity – Conduct Modification & Interface Analysis Workshops	Completed Modification & Interface Analysis Workshops	Modification & Interface Analysis Workshops completed as confirmed by attendance sign-in sheets.	S&S	MS-Word (confirms completion)
22	Design	3.4.10 Activity – Develop Business Requirements Document	Business Requirements Document (Functional Specifications for Modifications, Interfaces and Portals)	S&S will develop Functional Design Specifications for the Modified Objects and Interfaces. These specifications will be based upon the information obtained during the Business Process Analysis workshops and supplemented with information provided by HC staff during this activity. The Interface Specifications will, at a minimum, contain Interface Name, General Description, Data Fields and Definitions needed for the Interface, Triggers when applicable, High Level Error Handling guidelines.	S&S	MS-Word
23	Design	3.4.11 Activity – Install Additional Software Environments	Installed Capricorn Production and Test Environments	This deliverable document confirms S&S has installed Capricorn Production and Test environments and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set	S&S	MS-Word (confirms completion)

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				up, operational and ready for Project use.		
24	Design	3.4.11 Activity – Install Additional Software Environments	Installed enQuesta Analytics Production / Test Environment	This deliverable document confirms S&S has installed the enQuesta Analytics Production/Test environment and conducted the appropriate testing to demonstrate and document that the software and associated databases were properly installed, configured, set up, operational and ready for Project use.	S&S	MS-Word (confirms completion)
25	Design	3.4.12 Activity – Develop Training Plan	Approved Training Plan	Approved Training Plan consisting of a training approach that outlines learning goals and objectives for major target audiences.	S&S	MS-Word
26	Design	3.4.13 Activity – Conduct Core Team Functional Training	Completed Core Team Functional Training	Ten business days of functional training conducted by S&S, and confirmed by training session sign-in sheets, to educate the HC Core Team on enQuesta functionality to prepare for writing and executing test scripts and begin practicing their new business process workflows in enQuesta.	S&S	Confirmed by training session sign-in sheets
27	Design	3.4.14 Activity – Reporting	Training	S&S provides extensive reports within enQuesta, as well as reporting access to the SDS. Activities will include providing insight	S&S	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				into existing reports and on how to access the SDS.		
28	Design	3.4.15 Activity – Develop Testing Plan	Approved Testing Plan	Approved Testing Plan providing a roadmap for planned testing phases including relationship to other Project activities.	S&S	MS Word
29	Design	3.4.16 Activity – Develop Functional Test Schedule	Functional Test Schedule	Detailed schedule for all testing activities for the Functional Test phases. This schedule will identify assignments to individual responsible team members.	HC	MS-Excel
30	Design	3.4.17 Activity – Develop Functional Test Scripts	Standard Test Scripts	S&S will provide standard functional test scripts.	S&S	SpiraTest
31	Design	3.4.17 Activity – Develop Functional Test Scripts	Completed Functional Test Scripts	Using the template, samples, support and limited assistance provided by S&S, HC will create functional test scripts, organized by business process, for review by S&S. Note: This is required prior to the start of Functional Testing	HC	SpiraTest
32	Design	3.4.18 Activity – Conduct enQuesta Administrator Training	Completed enQuesta Administrator Training	enQuesta Administrator training conducted by S&S and confirmed by training session sign-in sheets.	S&S	Confirmed by training session sign-in sheets
33	Design	3.4.19 Activity – Develop Integration Test Schedule	Integration Test Schedule	Detailed schedule for all testing activities for the Integration Test phases. This schedule will identify	HC	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				assignments to individual responsible team members.		
34	Design	3.4.20 Activity – Develop Integration Test Materials	Completed Integration Test Materials	With support and limited assistance from S&S, HC will create integration test scripts, for each developed object (modifications, interfaces, portals, reports, conversion routines), for review by S&S.	HC	SpiraTest
35	Build	3.5.1 Activity – Develop Initial Configuration	Configured The Solution: Initial Configuration	Configuration will be driven by decisions documented during the Business Process Analysis workshop. S&S will lead and manage the configuration activities, with participation and support by HC functional and technical teams. The configurations will be developed hand in hand with HC to facilitate knowledge transfer.	S&S	System Configuration
36	Build	3.5.2 Activity – Execute Conversion Tests	Conversion #1 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy extract.	S&S	MS Excel
37	Build	3.5.2 Activity – Execute Conversion Tests	Conversion #2 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data	S&S	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				elements and counts of converted data for balancing against the legacy extract.		
38	Build	3.5.2 Activity – Execute Conversion Tests	Conversion #3 executed	Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickout data elements and counts of converted data for balancing against the legacy extract.	S&S	MS-Excel
39	Build	3.5.3 Activity – Develop Interface Programs	S&S system Interface source and executable code (Completed Code for each Interface Object - S&S Side of Interface)	S&S will deliver completed code for the S&S responsible Interface Objects deemed within scope of the project. The program/executable code for each development object has been developed, successfully unit tested and delivered based on functional and technical specifications.	S&S	Code
40	Build	3.5.3 Activity – Develop Interface Programs	HC system Interface source and executable code (Completed Code for each Interface Object - HC Side of Interface)	HC will deliver completed code for Interface Objects engaging (non-S&S) third party applications deemed within scope of the project (Programs that require to send/receive data interchanges with third party applications and the system). The program/executable code for each development object has been developed, successfully unit tested and delivered based on	HC	Code

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
				functional and technical specifications.		
41	Build	3.5.4 Activity – Develop Modified Objects	The Solution Modified Objects and executable code (Completed Code for each Modified Object)	Delivery of completed code for each Modified Object as defined in the approved specifications. The program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications	S&S	Object and executable code
42	Build	3.5.5 Activity – Develop Ad-Hoc Reports	Completed Code for each Modified Report Object	Delivery of completed code for each Report Object. The program/executable code for each development object, has been successfully unit tested and delivered based on the Report Specifications. This deliverable will function in accordance with associated Specification Documentation.	HC	Object and executable code
43	Build	3.5.6 Activity – Design and Configure Application Security	User Training Matrix	Matrix will identify all users and their roles and security groups.	HC	MS-Excel
44	Build	3.5.6 Activity – Design and Configure Application Security	Security Profile Log	The log will identify all security groups including levels of access for specific application services. The information is used to configure Security within the application.	HC	MS-Excel

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
45	Build	3.5.7 Activity – Execute Functional Test Scripts	Functional Test Execution	This deliverable confirms that functional testing has been completed successfully.	Co-Responsible	Testing Complete
46	Build	3.5.8 Activity – Execute Integration Testing	Integration Test Execution	This deliverable confirms that integration testing has been completed successfully.	Co-Responsible	Testing Complete
47	Activate	3.6.1 Activity – Preparation for Simulation	Mock Go-live cutover Schedule	This plan is created prior to Simulation. Includes tasks, assigned resources and timeframes for Mock Go-live conversion legacy data extract, conversion and balancing.	S&S	MS-Word and/or MS-Excel
48	Activate	3.6.1 Activity – Preparation for Simulation	UAT Schedule	This plan is created prior to Simulation. Includes tasks, assigned resources and daily schedule for executing UAT activities.	HC	MS-Word and/or MS-Excel
49	Activate	3.6.1 Activity – Preparation for Simulation	Mock Go-live Conversion Executed	Approved successful "Mock" Cutover execution of conversion processes and programs for the entire data set to be converted.	S&S w/ HC Support	MS-Excel
50	Activate	3.6.2 Activity – Execution of Simulation	UAT Execution	This deliverable confirms that UAT has been completed successfully.	HC w/ S&S Support	MS-Word and/or MS-Excel
51	Activate	3.6.3 Activity – Deliver Train-the-trainer Training	Completed Train-the-trainer Delivery	Completion of Train-the-trainer Delivery conducted by S&S and confirmed by training session sign-in sheets.	S&S	Confirmed by training session sign-in sheets

Del #	Phase	Section Reference	Deliverable	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
52	Activate	3.6.4 Activity – Performance Testing	Execute Performance Test Plan	Complete mutually agreed to application, database, hardware and/or network tunings needed to optimize performance within enQuesta Production environment.	Co-Responsible	MS-Word and/or MS-Excel
53	Activate	3.6.5 Activity – Preparation for Go-live Cutover	Completed Project Close document	Completion of list of 0 and 1 defects to be resolved for go-live and post go-live, deliverables that need to be implemented and issues to be resolved for project close.	Co-Responsible	MS-Word
54	Activate	3.6.6 Activity – Execution of Go-live Cutover	S&S Total Solution Go Live	The Go-Live Cutover has been completed successfully. The S&S Total Solution is in use in day-to-day operations. All components of the S&S Total Solution, related third party applications, and related application databases are migrated to the Production Environment	HC	Deliverable Acceptance Form
55	Activate	3.6.7 Activity – Post-Go-live Support	Post Go-live Support	S&S completes three (3) calendar months of post-implementation support following the Go-Live date. A monthly assessment report will be created to report progress on items identified in the Project Close document.	Co-Responsible	MS-Word

APPENDIX C - WEEKLY STATUS REPORT SAMPLE

<Project Title>		PM:	Overall Status G	Report Date:
Project Summary				
Project Status	Scope G	Budget G	Schedule G	
Key Accomplishments:		Risks and Issues:		
Deliverables and Milestones:		Upcoming Activities:		
<i>name</i>	<i>due dt</i>	<i>status</i>		
Additional Comments:				

APPENDIX D – CHANGE ORDER LOG

CO#	Description	Status	Status Date	Notes
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

APPENDIX E - DELIVERABLE ACCEPTANCE FORM

Presented By		Delivered To	
Deliverable #			
Deliverable Description/ Acceptance Criteria			
Deliverable Due Date		Submitted	
Completion Date		Approval Date	

The above work product has been submitted as completed, reviewed and approved by the PMO Team. Signed Approval of this document indicates verification that the work described has been completed, meets the objectives of the Project and has successfully met the criteria of the deliverable as described above.

Signed: _____
Hernando County Project Manager:

Date: _____

Signed: _____
S&S Project Manager:

Date: _____

APPENDIX F – MILESTONE ACCEPTANCE FORM

Presented By		Delivered To	
Milestone #		Phase	
Milestone Description			
Completed Date		Submitted	

Signed Approval of this document indicates successful completion and approval of the Deliverables associated to this Milestone and the components of the Milestone description. Signed Approval indicates approval for payment of this Payment Milestone. The completed work has been submitted and requires a response within five (5) business days. If the time allowed lapses without an approving signature, the completed work is considered approved, the milestone invoice will be issued, and any modifications will be addressed through the Change Order process.

Signed: _____ Date: _____
 Hernando County Executive Sponsor:

Signed: _____ Date: _____
 Hernando County Project Manager:

Signed: _____ Date: _____
 S&S Executive Sponsor:

Signed: _____ Date: _____
S&S Project Manager:

APPENDIX G – MEETING MINUTES TEMPLATE

MEETING TITLE

[Click to select date]
 [Time]
 [Location]

Meeting called by: _____ Type of meeting: _____
 Facilitator: _____ Note taker: _____
 Timekeeper: _____
 Attendees: _____

AGENDA ITEMS

Topic	Presenter	Time allotted
✓		
✓		
✓		
✓		
✓		
✓		

DISCUSSIONS

Resources: _____
 Conversation: _____

 Resources: _____
 Conversation: _____

ACTION ITEMS	ASSIGNED TO	STATUS	DUE DATE

APPENDIX H – STEERING COMMITTEE MEETING AGENDA

The agenda for the monthly Steering Committee will substantially conform to the agenda below. Adjustments to this agenda will be made, as the Project Management team deems appropriate.



APPENDIX I – EXAMPLE TEST SCRIPTS

Inquiry Test Case (Simple)

Test Case: Fast Fact - ACH [TC:074226]

Name: Fast Fact - ACH

- Overview
- Req. Coverage
- Test Runs
- Releases
- Incidents
- Attachments
- History

Details

Author*: Linda Darling
 Owner: Linda Darling
 Priority: 1 - Critical
 Active*: Yes
 Department: -- Please Select --
 Enhancement (PE) #:
 Ready to Execute?: -- Please Select --
 Regression Test:

Est. Dur.: hours
 Creation Date: 1/11/2018 5:06:33 PM
 Execution Status: Passed
 Last Executed: 1/18/2018 2:54:26 PM
 Functional Area: -- Please Select --
 Enhancement Y/N:
 Test Day:
 Tester: -- Please Select --

Description

Test Steps

> [Insert Step](#) | [Insert Link](#) | [Delete](#) | [Copy](#) | [Refresh](#) | -- Show/hide columns -- | [Edit Parameters](#)

<input type="checkbox"/>	@	Step #	Description	Expected Result	Sample Data	Execution Status	ID	Edit
<input type="checkbox"/>		Step 1	Open Inquiry. Click on the clear screen button	Inquiry screen is cleared of any account that was present		Passed	TS331494	Edit
<input type="checkbox"/>		Step 2	Enter an Account # in Inquiry where the Customer pays their utility bill by ACH.	Account information displays in Inquiry with a Fast Fact ACH .	1-1119.301	Passed	TS331495	Edit
<input type="checkbox"/>		Step 3	Click on the ACH link under FAST FACTS	The ACH Information screen displays details for the Customer's banking information.		Passed	TS331496	Edit
<input type="checkbox"/>		Step 4	For the Customer ACH Information - verify the link matches the information on the ACH record.	The ACH Information displays with the information of the record selected.		Passed	TS331500	Edit
<input type="checkbox"/>		Step 5	Click on the BACK Button or CANCEL Button to exit the ACH Information..	Returned to Inquiry		Passed	TS331499	Edit

Putting a Customer on a Budget Plan (More Complex)

Test Case: Standard Budget - EL on budget/not GA [TC:028077]

Name: Standard Budget - EL on budget/not GA

Overview	Req. Coverage #	Test Runs #	Releases #	Incidents #	Attachments	History #
Details						
Author*:	Alycia McAlpine	Est. Dur.:	hours			
Owner:	Alycia McAlpine	Creation Date:	8/28/2014 12:45:05 PM			
Priority:	-- None --	Execution Status:	Passed			
Active*:	Yes	Last Executed:	4/5/2017 2:43:24 PM			
Department:	Customer Service	Functional Area*:	Customer Service			
Enhancement (PE) #:		Enhancement Y/N:	<input type="checkbox"/>			
Ready to Execute?:	-- Please Select --	Test Day:				
Regression Test:	<input type="checkbox"/>	Tester:	Eduardo Bacha			
Change Order:		Company:	NHG			



























Description

Test Steps

Insert Step Insert Link Delete Copy Refresh -- Show/Hide columns -- Edit Parameters								
<input type="checkbox"/>	@	Step #	Description	Expected Result	Sample Data	Execution Status	ID	Edit
<input type="checkbox"/>		Step 1	Open account in inquiry and view suggested budget amount.	The amount for each application should equal 12 months of consumption history using the effective rate to the nearest \$5 value.		Passed	TS084377	Edit
<input type="checkbox"/>		Step 2	Suggested budget amount will display for electric application.	Correct electric budget amount will display per above calculation.		Passed	TS084379	Edit
<input type="checkbox"/>		Step 3	Select work order BL Budget Add.	Budget screen displays in Add mode with a default budget amount calculated.	There may be a separate EL-Only budget work order to select.	Passed	TS084380	Edit
<input type="checkbox"/>		Step 4	For the electric application you add the value from the suggested budget amount and leave the adder blank. Click Submit.	Work order menu screen appears.		Passed	TS084381	Edit
<input type="checkbox"/>		Step 5	In the Work Order Option menu screen, click Back to return to Inquiry Portal.	View Inquiry Portal.		Passed	TS084382	Edit
<input type="checkbox"/>		Step 6	Work order update runs automatically.	Closes work order.		Passed	TS101717	Edit
<input type="checkbox"/>		Step 7	In the Inquiry Portal will be able to view that the Suggested Budget Fast Fact has been replaced with the Budget Fast Fact.	By clicking on Budget fast fact will be able to review the new budget agreement on the Budget Plan Maintenance screen.		Passed	TS084383	Edit
<input type="checkbox"/>		Step 8	Bill run will process automatically.	Automatically runs at night.		Passed	TS101718	Edit
<input type="checkbox"/>		Step 9	Customer's next bill will accurately reflect the budget amount for the electric service only.	Bill print correctly prints the electric budget amount but not the amount for gas since that was not set up for the budget.		Passed	TS084384	Edit

Billing Accounts by Cycle (Most Complex)

More complex test cases are grouped together to test a larger process, like processing nightly billing. The following is an example of some of the test cases associated with this process and the detail within one of them.

 Batch Billing / Edit Process (45)
 Allow for batch processing - batch job
 Allow for batch processing - a step within a batch...
 Allow for batch processing - a program
 Allow for batch processing - a group of events
 Online inquire and updating during batch processin...
 Ability to respond to severe batch errors
 Ability to roll back postings that were done in er...
 Roll back or restart a process that halted due to ...
 System to provide detailed error messages on batch...
 On-screen bill calculation for complete route
 On-screen scheduling of billing cycles
 On-screen initiation of billing cycles when criter...
 On-screen ability to change billing cycles / route...
 On-screen ability to hold billing cycles/routes
 Ability to bill multiple cycles on the same day
 Provides for services to be billed on a user-defin...
 Ability to override system default billing date
 Provide for billing once all criteria has been me...
 Provide for billing once all criteria has been me...
 Ability to bill out of cycle for a customer who se...
 Ability to generate bills for accounts uploaded af...
 Ensure bills are not generated if there is a readi...
 Test bill process prior to posting
 Process a portion of bill run
 Display number of bills to be printed
 Display number of bills remaining to print
 Display number of bills actually printed
 Allow restarting of bill print run
 Pause then restart a bill print run

Test Case: Readings Criteria On-line Edit [TC:066562]

Name: Readings Criteria On-line Edit

- Overview
- Req. Coverage
- Test Runs *
- Releases
- Incidents *
- Attachments
- History *

▼ Details

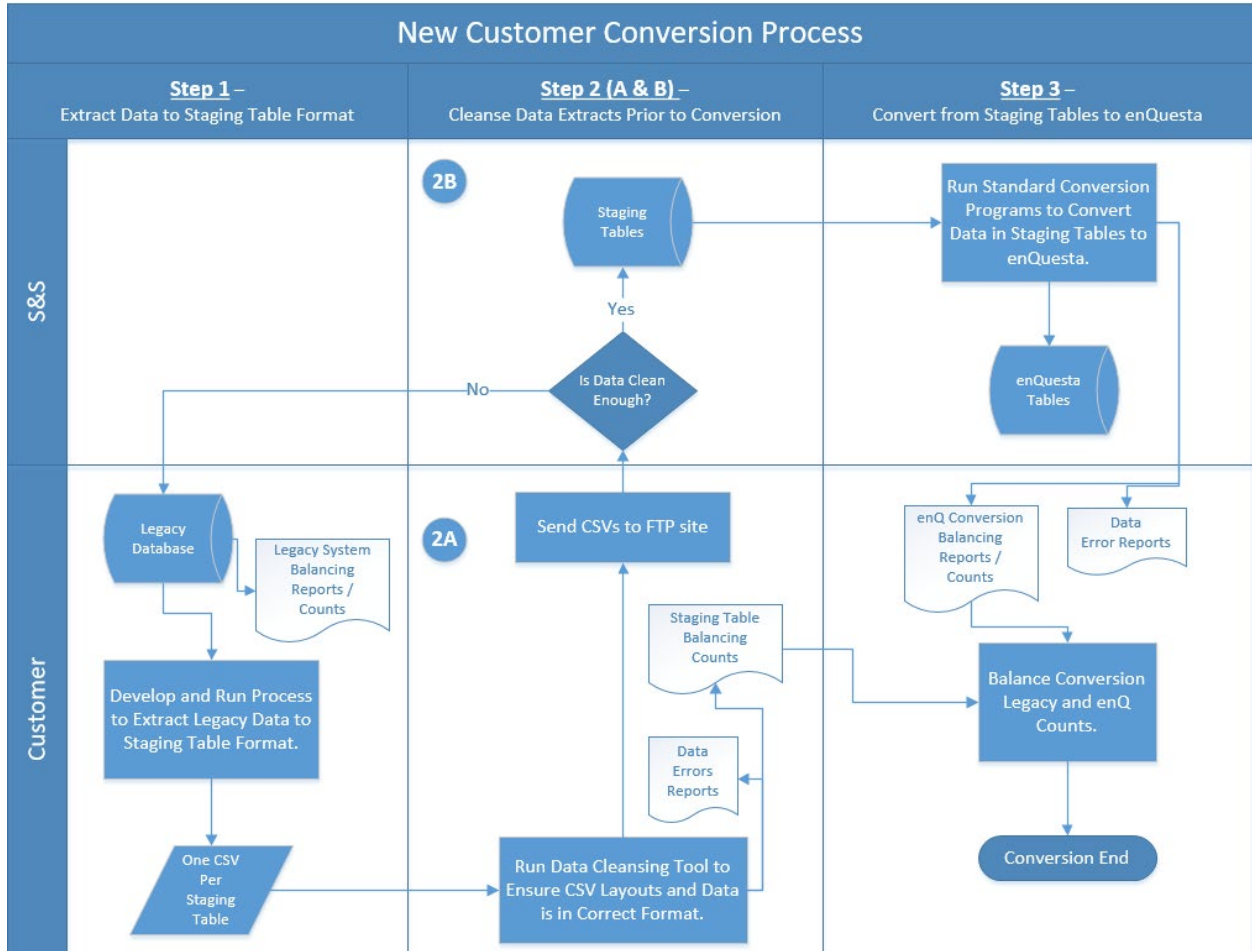
Author*: <input type="text" value="Linda Darling"/>	Est. Dur.: <input type="text" value=""/> hours
Owner: <input type="text" value="Richard Rasmussen"/>	Creation Date: 11/28/2017 3:12:48 PM
Priority: <input type="text" value="1 - Critical"/>	Execution Status: Failed
Active*: <input type="text" value="Yes"/>	Last Executed: 2/16/2018 5:01:23 PM
Department: <input type="text" value="Billing"/>	Functional Area: <input type="text" value="Billing"/>
Enhancement (PE) #: <input type="text" value=""/>	Enhancement Y/N: <input type="checkbox"/>
Ready to Execute?: <input type="text" value="Yes"/>	Test Day: <input type="text" value="2/2/2018"/>
Regression Test: <input type="checkbox"/>	Tester: <input type="text" value="--- Please Select ---"/>

► Description

▼ Test Steps

	@	Step #	Description	Expected Result	Sample Data	Execution Status	ID	Edit
<input type="checkbox"/>		Step 1	Pre-Billing Reading Edit Select Y for new edit			Passed	TS274654	Edit
<input type="checkbox"/>		Step 2	Enter values in the Billing Reading Edit Screen			Passed	TS273646	Edit
<input type="checkbox"/>		Step 3	Calculate the reading edit for Cycle 1	Screen should populate with accounts that require reading edits.		Passed	TS274655	Edit
<input type="checkbox"/>		Step 4	Enter data for accounts with "No Read".		01-2394.300	Failed	TS274656	Edit
<input type="checkbox"/>		Step 5	End editing session and update changes			Not Run	TS274659	Edit
<input type="checkbox"/>		Step 6	Check the updated accounts in inquiry to see if the reading has been added.			Not Run	TS274661	Edit
<input type="checkbox"/>		Step 7	Pre-Billing Reading Edit Select "N" for new edit	List of edits in-process will appear. Select one to complete the edit.		Not Run	TS274662	Edit
<input type="checkbox"/>		Step 8	Pre-Billing Reading Edit Select "D" to delete an existing edit Repeat this to get the list of existing edits again to confirm that the reading edit has been deleted.	List of existing edits will appear. Select one to delete.		Not Run	TS274663	Edit

APPENDIX J – CONVERSION PROCESS



APPENDIX K – EXAMPLE STAGING TABLES

List of Staging Tables

Populate Conversion Group A first, B second, C third and D last

Table	Purpose	Conversion Group	CSV file name
Streets	Unique Service Location Street Names	A	STAGE_STREETS.csv
Billing Cycles	List of Billing Cycles	A	STAGE_CYCLE.csv
Reading Routes	List of Meter Reading Routes	A	STAGE_ROUTE.csv
Towns-Zips-Counties	Service Location Towns and Counties	A	STAGE_TOWNS.csv
Customer ACH Banks	Bank Clearing House Info	A	STAGE_ACH_BANK.csv
Device Info	Meters and Remote Reading Devices Connected at Locations or in Inventory	A	STAGE_DEVICE.csv
Premise Info	Individual Service Location Information	A	STAGE_PREMISE.csv
Cust Info	Individual Customer Information	A	STAGE_CUST_INFO.csv
SSN_License	Social Security and Driver's License Numbers	A	STAGE_SSN_LICENSE.csv
Mailing Addresses	Individual Customer Mailing Address Information	A	STAGE_MAIL_ADDR.csv
Phones	Individual Customer Phones	A	STAGE_PHONE.csv
Emails	Individual Customer Email Information	A	STAGE_EMAIL.csv
Billing Acct	Individual Account Information	A	STAGE_BILLING_ACCT.csv
Summary Billing Accounts	Master / Sub Account Information	A	STAGE_MASTER_SUB.csv
Secondary Parties	Other Customers tied to Accounts	A	STAGE_SECONDARY_PARTY.csv
Report Codes	Special Indicators for Accounts	A	STAGE_REPORT_CODES.csv

Customer ACH Info	Bank Clearing House Information for Accounts	B	STAGE_CUST_ACH.csv
Metered Svcs	Account Services that are Measured with a Meter	B	STAGE_METERED_SVCS.csv
Flat Svcs	Flat Rate Services	B	STAGE_FLAT_SVCS.csv
Unbilled Readings	Meter Readings awaiting Billing	B	STAGE_UNBILLED_READINGS.csv
Table	Purpose	Conversion Group	CSV file name
Customer Notes	Written Communications tied to an Account, Customer or Location	B	STAGE_CUST_NOTES.csv
Write Off Balances	Monies tied to Written Off Accounts	B	STAGE_WRITE_OFFS.csv
AR Balances	Monies tied to any Accounts (not Written Off)	B	STAGE_AR_BALANCES.csv
Deposits	Deposit Monies tied to Accounts	B	STAGE_DEPOSITS.csv
Consumption History	Consumption History for Metered Services	C	STAGE_CONSUMPTION_HIST.csv
Transactional History	Billing History for Accounts	C	STAGE_TRANSACTIONAL_HIST.csv
Service Order History	Work Order History	C	STAGE_SERVICE_ORDER_HIST.csv
Optional Tables			
Subdivisions	Subdivision list for premise table.	D	STAGE_SUBDIV.csv
Budgets	Information for Accounts on Budget Plans	D	STAGE_BUDGET.csv
Landlord Agreements	Customers responsible for a Location when Unoccupied	D	STAGE_LANDLORD.csv
IDB Accounts	Special Interdepartmental Accounts	D	STAGE_IDB.csv
Collection Agency	Accounts sent to Collection Agencies	D	STAGE_COLLECTION.csv
Credit History	Events and Monies that determine a Customer's Credit Rating	D	STAGE_CREDIT_HISTORY.csv
Backflow	Information on Backflow Devices and Inspections	D	STAGE_BACKFLOW.csv
Payment Plan History	History of Closed or Broken Payment Plans	D	STAGE_PAY_PLAN_HISTORY.csv

Bill Transactions	Billing charge information for bill parallel	D	STAGE_BILL_TRANS.csv
Loans	Information on Customer Loans	D	STAGE_LOANS.csv
Notice History	History of Notices sent to the Customer	D	STAGE_NOTICE_HIST.csv
Pollution Billing	Special Billing for Pollution Generators	D	STAGE_POLLUTION.csv
Demand-Ratchet	Electrical Penalty Information for Demand Billing	D	STAGE_DEMAND_RATCHET.csv
Degree Days	Electric or Gas Factors used to determine consumption	D	STAGE_DEGREE_DAYS.csv
Tax Exemptions	Accounts with special Tax Exemptions	D	STAGE_TAX_EXEMPT.csv
Therm Factors	Gas Factors used to determine consumption	D	STAGE_THERM_FACTORS.csv
Bankruptcy	Accounts that have gone Bankrupt	D	STAGE_BANKRUPTCY.csv
Table	Purpose	Conversion Group	CSV file name
Liens	Claims on Property generated from non-payments	D	STAGE_LIENS.csv
Documents	Discuss with Systems & Software	D	STAGE_DOCUMENTS.csv
Misc AR Acct	Customer accounts for non-service location-based charges	D	STAGE_MISC_AR.csv
Misc AR Open	Open invoices for Misc AR	D	STAGE_MISC_AR_OPEN.csv
Misc AR Trans Hist	Transactional history for Misc AR	D	STAGE_MISC_AR_TRANS.csv

Customer information staging table format

	A	B	C	D	E	F
Field	Type	Max Size	Required?	Valid Values/Format	Notes	
Customer number	Numeric	8	Y			
Full Name	Alpha	50	Y		For Organization, or for Person where first/last names are not split out	
First name	Alpha	25	N		For Person only	
Middle name	Alpha	25	N		For Person only	
Last name	Alpha	50	N		For Person only	
Name Title	Alpha	5	N	MR, MRS, MISS, DR, REV, PROF, PR, MX	For Person only	
Name Suffix	Alpha	5	N	ESQ, JR, SR, III	For Person only	
DBA	Alpha	35	N		Doing Business As (Business Name) 0-Person (with split out first/middle/last names) 1-Organization (Business)	
Cust type	Numeric	1	Y	0, 1, 2	2-Person with non-split name (first/last names not split out in data)	
SSN/TIN Indicator	Numeric	1	N	1, 2	1 = SSN, 2 = TIN	
SSN or TIN	Numeric	9	N			
Drivers License	Alpha	16	N			
Drivers License State	Alpha	2	N	2-digit State Abbreviation		
Drivers License Exp Year	Year	4	N	Year YYYY		
Mother's Maiden Name	Alpha	15	N			
Employment Name	Alpha	35	N			
Employment Phone	Numeric	10	N			
Employment Phone Ext	Numeric	5	N			
Other ID Type 1	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document	
Other ID Value 1	Alpha	15	N			
Other ID Type 2	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document	
Other ID Value 2	Alpha	15	N			
Other ID Type 3	Numeric	2	N	1-99	Other ID Types are configurable in enQuesta, please define types in data mapping document	
Other ID Value 3	Alpha	15	N			
Created Date	Date	8	N	Date CCYYMMDD	Date record was created	
Update Date	Date	8	N	Date CCYYMMDD	Date record was last updated	
The absence of Active Code is intentional. Customer records in enQuesta do not have "Active" codes, rather it is the billing account that maintains Active/Inactive/Final/Etc. status.						

Billing account staging table format (partial example)

	A	B	C	D	E	F
1	Field	Type	Max Size	Required?	Valid Values/Format	Notes
2	Account Number	Alpha	15	N		New Account Number will be created in enQuesta regardless of whether legacy system has an explicit account number for th combination of a customer at a location. EnQuesta has an "old account number" field; if no legacy account number is provided, the enQuesta "old account number" will become the concatenation of the legacy customer ID + premise ID.
3	Customer Number	Numeric	8	Y		Must exist in "Cust Info" Data - Account Holder
4	Location ID	Alpha	15	Y		Must exist in "Premise Info" Data - Service Address
5	Active Code	Numeric	1	Y	0-Active 1-Final (Pending) 2-Inactive 4-Written Off	Active: Normal ongoing with regular billing charges Final Pending: Ready for final bill (with final reading, for metered service account) Inactive: Finalled, no new regular billing charges Written Off: Terminated and outstanding balance no longer part of A/R
6	Status Code	Numeric	1	Y	0-Normal 1-Shut Off (Non Payment) 3-Bankrupt 10-Seasonal 11-Collections	Normal: Normal ongoing with regular billing charges Shut Off for Non Payment: Metered service has been shut off/locked for delinquency; may still be an active account Bankrupt: Customer has declared bankruptcy and part or all of outstanding balance is protected; usually, but not necessarily, an inactive account Seasonal: Usually, but not necessarily, an active account; metered and other services suspend billing for part of the year, each year Collections: Inactive account with outstanding balances sent to a third party Collection Agency
7	Penalty Code	Numeric	1	Y	0-99	0 = Exempt from Penalty; 1-99 are Penalty Rates to be configured in enQuesta, see data mapping document.
8	Tax Code	Numeric	1	Y	0 - Taxable 1 - Non-Taxable	Required even if utility charges no taxes
9	Tax Type	Numeric	1	Y	0 - Residential 1 - Commercial 2 - Municipal/Govt 3 - Industrial	Valid Values here are a minimum example; more values can be set up as warranted, see data mapping document
10	Open Date	Date	8	Y	Date CCYYMMDD	Account opening date
11	SIC Code	Numeric	6	N	Valid SIC Codes	If using, utility must provide their SIC Code table (in a tabular format)
12	Bunch Code	Alpha	2	N		Used for grouping printed bills together for mailing
13	Number of Dwelling Units	Numeric	4	N	1-9999	For multi-unit residences, can be used as billing multiplier and/or informational purposes. To be discussed in BPA. If not known or provided, will default to 1

APPENDIX L – CONVERSION RECONCILIATION SPREADSHEET

	Legacy Counts (from Customer)	Legacy Counts (After S&S Import to Staging)	Difference	enQuesta Counts (after final conversion step)	Difference	Explanation of Differences
STAGE_STREETS.csv						
STAGE_CYCLE.csv						
STAGE_ROUTE.csv						
STAGE_TOWNS.csv						
STAGE_DEVICE.csv						
in service meters						
in service other device 1 (ERT)						
in service other device 2 (MXU)						
STAGE_PREMISE.csv						
w/ accounts						
w/o accounts						
STAGE_CUST_INFO.csv						
STAGE_MAIL_ADDR.csv						
STAGE_PHONE.csv						
STAGE_EMAIL.csv						
STAGE_BILLING_ACCT.csv						
active accounts						
final accounts						

new (pending) accounts						
inactive accounts						
vacant accounts						
STAGE_MASTER_SUB.csv						
STAGE_SECONDARY_PARTY.csv						
STAGE_REPORT_CODES.csv						
STAGE_METERED_SVCS.csv						
active electric						
active water						
measured sewer						
active gas						
STAGE_FLAT_SVCS.csv						
active electric						
	Legacy Counts (from Customer)	Legacy Counts (After S&S Import to Staging)	Difference	enQuesta Counts (after final conversion step)	Difference	Explanation of Differences
active rentals						
active water						
active sewer						
active gas						
active refuse						
active drainage						
STAGE_UNBILLED_READINGS.csv						
STAGE_CUST_NOTES.csv						
STAGE_WRITE_OFFS.csv						
electric						
rentals						
water						
sewer						
gas						
refuse						

drainage						
no service identified						
STAGE_AR_BALANCES.csv						
electric						
rentals						
water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_DEPOSITS.csv						
STAGE_SUBDIV.csv						

	Legacy Totals (from Customer)	Legacy Totals (After S&S Import to Staging)	Difference	enQuesta Totals (after final conversion step)	Difference	Explanation of Differences
STAGE_WRITE_OFFS.csv						
electric						
rentals						
water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_AR_BALANCES.csv						
electric						

rentals						
water						
sewer						
gas						
refuse						
drainage						
no service identified						
STAGE_DEPOSITS.csv						

Appendix A:

Transactional Pricing: Data Processing Print & Mail

Transactional Pricing is subject to change

Client Volume Assumptions
<p>Customers Contacted or Billed Monthly -Approximately 66,000 Utility Bills and Notices per month</p> <p>Number of Batches Monthly -Data is sent on a daily or weekly basis</p>

Data Processing, Print and Mail Pricing

Document Production Summary	
<p>Utility Billing Statement or Notice Package includes: one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope</p>	\$0.109 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 – Waived
Setup Fee – Data Only Input Files	\$0.00 – Waived
Document Re-Design Fee	\$230.00 per hour after Go Live
Data Processing Fee (per document)	\$0.005

Printing and Mailing Service	
Utility Billing Statement or Notice Printing & Mailing Fee per Page with up to 2/2 Ink	\$0.046
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.046 for up to 2/2 printing \$0.051 for 4/0 or 4/1 printing \$0.061 for 4/4 printing
Inline Insert Print Fee*	\$0.046 Black printing \$0.061 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per "hit" (address that gets updated)	\$0.30 NCOA \$0.30 ACS

Facilities

InfoSend's operations are located strategically throughout the nation, ensuring both regional access to the USPS and multiple layers of disaster recovery and mitigation.

Florida: Southeast Production Facility

13891 Jetport Loop
Fort Myers FL 33912

InfoSend's 13,000 sq. ft. Florida production facility is located south of Tampa, Florida, and is the Company's primary production center for clients in Florida and surrounding states. The Southeast production facility also provides some disaster recovery services for InfoSend's other sites.

Data Processing, Print & Mail Solutions Detail

Data Processing

- Deep experience handling input data streams from a countless variety of systems, across many industries.
- Customizable document composition with variable and ad hoc messaging options.
- Multi-channel distribution of documents: USPS, eBilling, Online Hosted Archive, API, FTP, Bank Networks and more.
- Online job tracking, customer service, sample approval, and production service level agreement (SLA) detail.

Print and Mail

- Print in black, grayscale, black plus one or more spot colors, and full variable color.
- Industry-leading Quality Control (QC) process, leveraging the latest technologies to ensure error-free manufacturing.
- Full USPS compliance, postage savings, and reporting, including return mail solutions.
- Dedicated support for production and distribution of marketing, informational inserts, [postcard](#) and special mailings.
- Partnered solutions: tracked delivery via FedEx, Online Banking, and more.

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the "Data Only Input" method, InfoSend's Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend's USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. 4 equals CMYK (full color).
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. A larger 8.5x14" format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

Exhibit B

Exhibit B is inclusive of all Fee Schedules for Contract #22-R00067 Utility Billing Software. Schedules include L-2 License Fees and Payment Schedule, Schedule ISA-2 Fee Structure and Payment Schedule, Schedule H-1 Fees and Payment Schedule, and Schedule SMA-2 Annual Support and Maintenance Fee.

Schedule "L-2"
License Fees and Payment Schedule

Payment Schedule:

License Fees – Due on contract signing.....	\$392,106
Capricorn SaaS Fees – Year 1/Signing	\$0
Capricorn SaaS Fees – Year 2.....	\$43,800

Capricorn SaaS Fees will then be billed annually. Annual SaaS fees may increase each year based upon the increasing costs of doing business and providing services. S&S increases our fees using the greater of 5% or the US Bureau of Labor Statistics CPT-U annual change plus two percentage points.

Current Account Volume – 65,300

Concurrent User License – 66

License fee for each additional user..... \$5,941

- Note that 25% of the license fee for additional users, if applicable, will be applied to annual maintenance costs as well.

Schedule "ISA-2" Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are **\$1,298,700** which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

Milestone No.	PHASE	Submitted	Milestone Description	Description and Acceptance Criteria	Deliverables	HC	Milestone Amount \$	Milestone Payment \$\$		Month of Invoicing (estimated)
								15% Due on Signing	85% Due on Completion	
LI-1	Mobilization		License Fee	<ul style="list-style-type: none"> One-time License Fee, due on contract signing. 	0	0	\$392,106.00			contract signing
SM-1	Mobilization		Annual Support & Maintenance	<ul style="list-style-type: none"> Annual Support & Maintenance (not due until year 2) 	0	0	\$0.00			contract signing
HO-1	Mobilization		Annual Hosting	<ul style="list-style-type: none"> Annual Hosting (not due until year 2). 	0	0	\$0.00			contract signing
MS-1	Mobilization		Mobilization	<ul style="list-style-type: none"> Upfront payment at contract signing of 15% of Services for mobilization of S&S resources, due on contract signing. 	0	0	\$0.00			contract signing
MOBILIZATION PHASE TOTAL							\$392,106.00	\$0.00	\$0.00	
MS-2	Initiate		PM (months 1-3)	<ul style="list-style-type: none"> On-going Project Management responsibilities including: meetings, status reports, and schedule updates. Billed at start of project (kickoff) month 1. 	9	-	\$34,800.00	\$5,220.00	\$29,580.00	1
MS-3	Initiate		PM (months 4-6)	<ul style="list-style-type: none"> On-going Project Management (as above). Billed at start of project month 4. 	9	-	\$34,800.00	\$5,220.00	\$29,580.00	4
MS-4	Initiate		PM (months 7-9)	<ul style="list-style-type: none"> On-going Project Management (as above). Billed at start of project month 7. 	9	-	\$34,800.00	\$5,220.00	\$29,580.00	7
MS-5	Initiate		PM (months 10-12)	<ul style="list-style-type: none"> On-going Project Management (as above). Billed at start of project month 10. 	9	-	\$34,800.00	\$5,220.00	\$29,580.00	10
MS-6	Initiate		PM (months 13-15)	<ul style="list-style-type: none"> On-going Project Management (as above). Billed at start of project month 13. 	9	-	\$34,800.00	\$5,220.00	\$29,580.00	13
MS-7	Initiate		Conduct Project Kick Off	<ul style="list-style-type: none"> Meeting to launch project with both S&S and HC project managers has occurred. S&S will assign staff to the project team resource roles as described in the scope of work. HC and S&S Project Management will jointly provide overview for project stakeholders to educate them on the overall approach to the project, including the project charter. 	1, 2, 6	1, 2, 6	\$69,000.00	\$10,350.00	\$58,650.00	2
INITIATE PHASE TOTAL							\$243,000.00	\$36,450.00	\$206,550.00	
MS-8	Design		Prepare for Discovery Workshops	<ul style="list-style-type: none"> The project infrastructure plan that details each environment's specifications and supporting networking, hardware and software requirements is complete. Confirmed successful base solution installation. Completed Discovery Workshops Agenda & Schedule. 	4, 5, 12	-	\$37,500.00	\$5,625.00	\$31,875.00	2
MS-9	Design		Data Conversion - Planning & Mapping	<ul style="list-style-type: none"> Approved Conversion Plan defining processes and tools that govern data mapping, data cleansing, technical design, development and testing. HC completed (initial) Data Mapping document between the legacy tables and the staging tables, as well as required target system data that are missing from legacy and the method for resolving the data gaps. 	14	15	\$45,000.00	\$6,750.00	\$38,250.00	2
MS-10	Design		Conduct Business Process Analysis Workshops	<ul style="list-style-type: none"> Business Process Analysis Workshops completed as confirmed by attendance sign-in sheets. Delivery of initial BPA document drafts for HC review. 	19	-	\$97,500.00	\$14,625.00	\$82,875.00	5
MS-11	Design		Finalize Functional Design Specifications - Interfaces & Modifications	<ul style="list-style-type: none"> Completed Modification & Interface Analysis Workshops. Completed Functional Design Specifications for Interfaces & Modified Objects. 	21, 22	-	\$67,500.00	\$10,125.00	\$57,375.00	6
MS-12	Design		Core Team Functional Training	<ul style="list-style-type: none"> Completed up to 10 business days of Core Team Functional Training, as confirmed by training session sign-in sheets, to educate the HC Core Team on enQuesta functionality to prepare for assistance in writing and executing test scripts and begin practicing their new business process workflows in enQuesta Approved Testing Plan providing a roadmap for planned testing phases including relationship to other Project activities. 	26, 28	-	\$60,000.00	\$9,000.00	\$51,000.00	5
DESIGN PHASE TOTAL							\$307,500.00	\$46,125.00	\$261,375.00	

MS-13	Build		Lucy Interface Delivery	Delivered for Hernando testing	39	-	\$15,000.00	\$2,250.00	\$12,750.00	5	
MS-14	Build		Data Conversion #1 - Test Partial Conversion	• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickoff data elements and counts of converted data for balancing against the legacy extract.	36	-	\$82,500.00	\$12,375.00	\$70,125.00	7	
MS-15	Build		Data Conversion #2 - Test Full Conversion	• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickoff data elements and counts of converted data for balancing against the legacy extract.	37	-	\$82,500.00	\$12,375.00	\$70,125.00	9	
MS-16	Build		Data Conversion #3 - Test Full Conversion	• Successful data conversion of data elements from the staging tables to the enQuesta solution. Delivery of conversion reports which includes kickoff data elements and counts of converted data for balancing against the legacy extract.	38	-	\$82,500.00	\$12,375.00	\$70,125.00	10	
MS-17	Build		Functional Testing Execution	• Functional testing has been completed successfully. All priority 0 and 1 defects will be corrected unless otherwise mutually agreed to by S&S and HC.	45	45	\$54,150.00	\$8,122.50	\$46,027.50	9	
MS-18	Build		Integration Testing Execution	• Integration testing has been completed successfully. All priority 0 and 1 defects will be corrected unless otherwise mutually agreed to by S&S and HC.	46	46	\$37,500.00	\$5,625.00	\$31,875.00	10	
BUILD PHASE TOTAL								\$354,150.00	\$53,122.50	\$301,027.50	
MS-19	Activate		Completed Simulation Conversion & Mock Cutover	• Approved successful "Mock" Cutover execution of conversion processes and programs for the entire data-set to be converted. • UAT Test cases completed.	49	50	\$102,000.00	\$15,300.00	\$86,700.00	13	
MS-20	Activate		Go-Live	• The Go-Live Cutover has been completed successfully. The S&S Total Solution is in use in day-to-day operations. All components of the S&S Total Solution, related third party applications, and related application databases are migrated to the Production Environment.	54	54	\$120,000.00	\$18,000.00	\$102,000.00	14	
MS-21	Activate		Hosting Setup	• Hosting Setup Fee.	54	54	\$15,000.00	\$2,250.00	\$12,750.00	13	
MS-22	Activate		Final Acceptance & Transition to Support	• S&S Solution in production use for three calendar months following Go-Live. • S&S provided post production support. • No open priority 0 or 1 defects, unless HC and S&S mutually agree and remediation plan documented.	55	55	\$157,050.00	\$23,557.50	\$133,492.50	16	
MS-23	Change Order	TBD							\$0.00		
ACTIVATE PHASE TOTAL								\$394,050.00	\$59,107.50	\$334,942.50	
TR			Travel (see below)	• Travel expenses (estimated as 56 trips x \$2,500 / trip)						as incurred	
							Amount \$	Due on Signing	Remainder		
LI			Total License Fee				\$392,106.00	\$392,106.00	\$0.00		
MS			Total Services				\$1,298,700.00	\$194,805.00	\$1,103,895.00		
SM			Total Support &				\$0.00	\$0.00	\$0.00		
HO			Total Hosting				\$0.00	\$0.00	\$0.00		
TR			Total Travel				\$0.00	\$0.00	\$0.00		
PROJECT TOTAL								\$1,690,806.00	\$586,911.00	\$1,103,895.00	
Software Implementation Services Agreement (Total Services & Total Travel; from above)								\$1,298,700.00			
Software License Agreement (Total License Fee; from above)								\$392,106.00	see Software License Agreement		
Support and Maintenance Agreement (Total Support and Maintenance)								\$0.00	see Support and Maintenance Agreement		
Hosting Services Agreement (Total Hosting)								\$0.00	see schedule H-1 of Hosting Services Agreement		
COMBINED								\$1,690,806.00			
NOTES:											
1. Maintenance Fees											
Maintenance fees will be due starting on year 2 from signing. This will be maintenance and support and hosting fees. Maintenance - \$169,527, Hosting - \$75,000, Capricorn - \$43,800											
2. Travel expenses will be billed as they are incurred. HC shall reimburse S&S for:											
a. <u>direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees.</u>											
b. <u>aper diem rate of \$65 for week days and \$125 for weekends and statutory holidays that includes all meal, food, and telecommunications expenses. (no receipts will be provided).</u>											

Notes:

- Milestone acceptance documents will be distributed to Hernando County for approval containing the following language: The above work product has been reviewed by the client and the project management team; it meets the objectives for the enQuesta CIS Implementation. The completed work has been submitted and requires a response within 5 business days. If the time allowed lapses without an approving signature, the completed work is considered approved, the milestone invoice will be issued, and any modifications will be addressed through the Change Order process.
- Travel expenses will be billed as they are incurred.

- Client shall reimburse S&S for (a) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (b) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (c) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (d) all other reasonable expenses incurred in the performance of S&S's duties for this project.
- Hosting fees for the Cloud-Based solution will be as indicated in the Hosting Agreement - Schedule H-1. The first year of hosting fees will be invoiced at Go-Live. Hosting fees for each subsequent year will be billed 60 days in advance of the hosting renewal date.
- Maintenance fees for the first year will be invoiced at Go-Live. Maintenance fees for subsequent years will be as indicated in the Support and Maintenance Agreement - Schedule SMA-2 and will be billed 60 days in advance of the support renewal date.

Schedule "H-1"
Fees and Payment Schedule

Purchased Hosting Services:

Hosting Services shall be provided for the software products listed in the Information Systems Agreement.

The total Hosting Fees for the initial one (1) year term:

- 1-year OCI Hosting and 1-year S&S Managed Services (as described in section 7(H)) - \$75,000
 - This initial year will be billed upon Go-Live.

PAYMENT TERMS:

The annual hosting fees shall be invoiced yearly with annual support and maintenance.

Annual Hosting Fees may increase each year based upon increasing costs of doing business and providing services. The annual increase in years 3-5 below is estimated to be at 5%, which is within historical norms for S&S and reflected in the pricing provided in our RFP Response.

Annual Fees:

Term	Yearly Hosting and Managed Services
Year 1	\$0
Year 2	\$75,000
Year 3	\$78,750
Year 4	\$82,688
Year 5	\$86,822

RESET OF TERM TO MATCH FISCAL YEAR:

Customer may request that S&S match the annual invoicing of the Annual Hosting Fees with Customer's fiscal year. In order for the Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to S&S in writing and during the Initial Term of this Agreement. If such election is made S&S shall, a) issue a prorated invoice for any Hosting Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Hosting Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Hosting Fees are invoiced in advance of an upcoming annual term. Hosting fees shall be due and payable thirty (30) days from date of invoice.

Schedule SMA-2
Annual Support and Maintenance Fee

The total Support and Maintenance Fees for the initial five (5) year term

Year 1 (Contract Execution) - \$0

Year 2 - \$169,527

Support and maintenance fees will then be billed annually. Annual Fees may increase each year based upon increasing costs of doing business and providing services. S&S increases our fees using the greater of 5% or the US Bureau of Labor Statistics CPT-U annual change, plus two percentage points.

Due upon contract execution:

\$0 (For Years 1)

Escrow (Optional): N/A

Schedule A
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT made as of the PROFESSIONALSERVICES AGREEMENTSOFTWARE NO. RFP 21-R00117/PH (hereinafter, "Master Agreement") to which it is appended as Schedule "A"(the "Effective Date").

BETWEEN:

SYSTEMS & SOFTWARE, INC.
("S&S")

- and -

HERNANDO COUNTY
("Organization")

RECITALS:

1. S&S owns the Software (as defined below);
2. The Organization wishes to acquire a license to utilize the Software; and
3. S&S wishes to grant the Organization a license to utilize the Software.
4. The Organization and S&S agree to enter into four (4) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement, a Software Implementation Services Agreement and a Hosting Service Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

Section 1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) "**Agreement**" and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified Article or Section of this agreement except where a different agreement is explicitly identified.

- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Confidential Information”** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.
- (d) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.
- (e) **“Embedded Third Party Software”** means components licensed by S&S for use in the Software (ex. Java, JasperSoft (Document Generation)).
- (f) **“License”** means the license rights granted to the Organization pursuant to Section 2.01(a) hereof and includes both an Active Account License and a Site License.
- (g) **“License Fees”** means the fees paid by Organization to S&S for the license of the Software and Third Party Software pursuant to the terms of this Agreement.
- (h) **“Release”** means an Update and an Upgrade.
- (i) **“Software”** means the software products that are listed in Schedule “L-1” and includes any Update(s) or Upgrade(s) that have been and will be provided to Organization. Embedded Third Party Software components licensed by S&S for use in the Software shall be included in the definition of Software. Third Party Software is not included in the definition of Software except where this License Agreement explicitly states otherwise.
- (j) **“Third Party Software”** means the third party software product licensed to Organization by the applicable licenses or as listed in Schedule “L-1”. For the avoidance of doubt, this term does not include embedded thirty party software components licensed by S&S for use in the Software.
- (k) **“Update”** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or regulatory changes. An Update is designated by a change in the

digits to the right of the second decimal in the version number (for example, a change from 7.9.3.001 to 7.9.3.002).

- (l) **“Upgrade”** means a major release of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 7.9 to 8.0. “Upgrade” may also include technology changes, platform changes, and complete rewrites of the Software which may change the numbering schema, but is included as “Upgrade” for the Organization.

- (m) **“User”** means any employee of Organization or any of Organization’s contractors, and agents who are authorized pursuant to the terms of this Agreement to have access to the Software either onsite or remotely to support the Organization’s lawful use of the Software or to access the Organization’s information, transactions and reports.

Section 1.2 Currency

Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency.

Section 1.3 Schedules

The Software to be license is as described in Exhibit “A” to the Master Agreement. The license fees and payment schedule are as described in Exhibit “B” to the Master Agreement. In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

ARTICLE II SOFTWARE LICENSES

Section 2.1 Grant of Licenses

- a. Subject to the terms and conditions of this Agreement including without limitation the payment of the License Fees, S&S hereby grants to the Organization a personal, non-exclusive, nontransferable and limited right and license to use the Software in object code format on the Designated Computer System at the Site and for the number of Active Accounts specified in Exhibits “A” and “B” of the Master Agreement (“License Fees and Payment Schedule”). All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this License Agreement may state otherwise.

- b. Any License granted under this License Agreement permits the Organization to use the Software for its internal business purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality, and in the case that independent contractor may offer competing technical services to S&S, have been approved by S&S in advance of the independent contractors' access to the Software, such approval shall not be unreasonably withheld. Prior approval shall not be required for non- technical independent contractor services. The Organization shall be responsible for all of the actions of and any misuse of the Software by any independent contractor.
- c. The Organization may duplicate Documentation, at no additional charge, for the Organization's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. For further clarification, the Software is licensed to the Organization on multiple levels. The Software is licensed on a "Current Account Volume" and "Concurrent User License" basis .
- e. The License permits the Organization to use the Software in a hosted environment.
- f. The Software is for use by the Organization in the current utility entity at the projected User level and the current Organization Account Volume. An account is defined as the single highest increment of an account number (example - .300 - .399) with any status other than "never activate." An account could have a metered service, a non-metered service, or a combination of the two. The parties agree that, for purposes of this Agreement, Organization's current Account Volume is considered to be **65,300** accounts (the "Current Account Volume"). The parties agree that if the Organization exceeds a 5% Account Volume growth by their renewal maintenance date, the Organization shall pay a per service fee at S&S' then-current fees. The parties agree that, for purposes of this Agreement, the Organization's current number of concurrent users is **66** (the "Current Number of Concurrent Users"). Organization agrees that, if Organization expands the number of Users beyond the Current Number of Concurrent Users, Organization shall pay an additional per User fee. The additional per User fee for the period of twelve (12) months following the Effective Date shall be as specified in Schedule "L-2" and after such date the fee shall be subject to pricing at S&S' then-current fees. S&S shall also be entitled to include an automatic script as part of the Software that audits and reports the current Account Volume and number of Users to S&S on a periodic basis.
- g. As between S&S and Organization, S&S reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.2 Term of License

This Agreement commences on the Effective Date. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof (the "Term").

Section 2.3 Restrictions on Use

- a. Without limiting the generality of Section 2.01 and in addition the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi- open source license agreement. Organization shall be wholly liable to S&S for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Organization to do otherwise.
- b. The Software and related materials supplied by S&S are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by S&S.

Section 2.4 Ownership of Software and Confidential Information

- a. The Organization acknowledges that the Software contains proprietary information and Confidential Information of S&S which shall, at all times, remain the property of S&S and, in addition to its obligations outlined in Section 2.03, the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- b. The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- c. In order to assist S&S with the protection of its proprietary information and Confidential Information and to enable S&S to ensure that the Organization is complying with its obligations, Organization shall permit S&S to visit during normal business hours any premises at which the Software is used and shall provide S&S with access to its Software. S&S shall provide Organization with reasonable notice of any such audit.

Section 2.5 Ownership and Disposition of Documents

- a. The parties agree that no materials or documents are being created for Organization by S&S under this Agreement. All materials and documents which were developed or prepared by S&S for general use and which are not the copyright of any other party or publicly available, including educational materials, shall continue to be the property of S&S.

Section 2.6 Third Party Software

- a. S&S may distribute to Organization Third Party Software which will be described as Third Party Software in Schedule "L-1". Organization shall pay S&S for the Third Party Software in

the amount of the purchase price(s) listed on Schedule “L-2”, which shall be due upon execution of the Agreement. Future Releases of the Software may require alternate third party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule “L-1” shall be amended in accordance with Section 6.08 to add any such third party software and it shall be deemed “Third Party Software” for the purposes of this Agreement.

- b. The Third Party Software is licensed to Organization by the applicable licensor listed in Exhibits “A” or “B” to the Master Agreement and subject to the terms and conditions of the applicable license agreement for such Third Party Software. S&S makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchant ability or fitness for a particular purpose and S&S accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement expressly states otherwise.
- c. The parties acknowledge that the Software may also include Embedded Third Party Software components licensed by S&S for use in the Software. The terms and conditions of Sections 3, 5.01 and 6 of this Agreement shall inure for such third party’s benefit and the license of such Embedded Third Party Software components are subject to the license and sublicense rights granted to S&S in connection with its use and distribution as part of the Software. The third party software owner retains right, title and interest in such software, including statutory enforcement rights in the event of infringement.
- d. Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.03 and the confidentiality obligations set out in Section 6.01 shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Warranty of Performance

S&S warrants to the Organization that:

- a. The Software will substantially perform as described in the Documentation for a period of ninety (90) days from Completion of Services if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs and the hardware meets the requirements of Section 3.04(b). The Organization’s sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- b. In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by S&S, provided Organization has entered into a valid Support and Maintenance Agreement with S&S, S&S will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of such Support and Maintenance Agreement. Without limiting S&S’s obligations under the Support and Maintenance Agreement, S&S reserves the right to correct any Defects about which it is made

aware and to produce Releases at a time of S&S's own choosing and at S&S's discretion, however, this will be done within a commercially reasonable time frame.

Section 3.2 Exclusions to Warranty

S&S shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of S&S, including:

- a. Where the installation, integration, modification or enhancement of the Software has not been carried out by S&S, at S&S's direction, or by S&S's authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;
- b. Any use or combination of the Software with any software, equipment or services not supplied by or on behalf of S&S;
- c. User error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in this Agreement;
- d. Organization's failure to install a new Update which has been released to remedy an error or bug, and which S&S has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as S&S may determine is important in its reasonable discretion; or
- e. Any other force majeure event as described in Section 6.20.

Section 3.3 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

S&S, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

S&S DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S.

Section 3.4 Required Programs

- a. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the Exhibits "A" and "B" ". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- b. Organization's network and infrastructure must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance with the Software Implementation Services Agreement. If S&S determines that Organization's hardware is not of sufficient quality, condition and repair, S&S shall notify Organization in writing of the Hardware deficiencies. Organization will use reasonable efforts to remedy any hardware deficiencies within 30 days of notification. The foregoing shall only apply to an on-premise solution.
- c. Organization shall provide no less than 180 days' notice where the Organization anticipates changing any of the third party software or hardware products in use on the Designated Computer System so that S&S may assess whether the Software will function with the different software or hardware. Where S&S determines that the Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization's sole risk. S&S and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination. The foregoing shall only apply to an on-premise solution.

ARTICLE IV

FEES AND PAYMENTS

Section 4.1 Fees and Payments

- a. The Organization agrees to pay S&S total license fees detailed in Exhibit "B" to the Master Agreement (the "License Fees"), which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached said Exhibit "B". The License is subject to the full payment of the License Fees.
- b. Except for any aspect of the License Fee which is payable on the Effective Date, during the term of this License Agreement Organization shall have thirty (30) days after the date of the invoice as outlined in the payment schedule in said Exhibit "B" to pay S&S the applicable License Fee.

ARTICLE V REMEDIES, LIABILITY AND INDEMNITY

Section 5.1 Remedies and Liability

- a. Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- b. The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this License Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth in Section 3.1, Section 6.2 and the remedies set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- c. EXCEPT FOR DAMAGES ARISING OUT OF S&S'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3, BOTH PARTIES AGREE THAT S&S'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO S&S BY THE ORGANIZATION UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORTIZATION PERIOD OF FIVE YEARS.
- d. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- e. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

Section 5.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.3 Intellectual Property Indemnity

- a. In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, S&S shall, at its expense, defend, indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by S&S on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to S&S of the applicable claim except with S&S's prior written consent, (ii) S&S has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to S&S throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of S&S.

- b. S&S' liability for any claims under this Section 5.3 shall be reduced to the extent such claim arises from (i) alterations or modifications to the Software by Organization or a third party in any manner whatsoever except with the prior written consent of S&S; (ii) combination, integration or use of the Software with software, hardware or other materials not approved by S&S where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the Organization's written instructions or specifications; or (vi) use of the Software after notice from S&S that it should cease due to possible infringement.
 - (1) Any breach by Organization of its covenants under this Section 5.3 shall nullify this indemnity but not the sole right of S&S to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or S&S deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that S&S shall be, at S&S's election, for S&S to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing. In the event S&S determines that (1) or (2) is not commercially practicable, S&S may terminate the license with respect to the infringing module and refund or credit to Organization the License Fees paid by Organization under this License Agreement in connection with such module, less a pro rata credit for each full or partial month of the ten (10) year period and Organization shall return the original and all whole or partial copies of the module and related Documentation.

- c. The foregoing states S&S's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

- d. Organization may, at Organization's sole cost and expense — which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

- e. The indemnity provisions of this Section 5.3 shall not apply to Third Party Software and S&S shall have the right to substitute the licensor of the Third Party Software to perform S&S's

obligations hereunder and the Organization agrees to release S&S from any obligations related to such Third Party Software.

Section 5.4 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI GENERAL

Section 6.1 Confidentiality

- a. Duty Owed to the Organization -- S&S acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, S&S agrees:
 - (i) To maintain this information in confidence;
 - (ii) Not to use this information other than in the course of this License Agreement;
 - (iii) Not to disclose or release such information;
 - (iv) Not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of S&S; and
 - (v) To take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- b. Duty Owed to S&S -- The parties agree that if the Organization breaches any term of Section 2.03 or Section 2.04 then S&S shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.2 Termination

- a. If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to (i) issue a written notice disputing the alleged default within such thirty (30) day period; or (ii) to correct the default, or issue a notice disputing the alleged default, in either case within

ninety (90) days following receipt of the Default Notice, the other party may terminate this Agreement effective upon written notice to the other party to that effect.

- b. If Organization has failed to pay the license fees in accordance with Article IV then S&S shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization.

Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

Section 6.3 Procedure on Termination

- a. If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to S&S or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to S&S or deleted.
- b. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.
- c. The termination of this Agreement shall result in the concurrent termination of the Software Implementation Services Agreement, Hosting Services Agreement and of the Software Support and Maintenance Agreement.
- d. Despite Subsection (e) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- e. The following sections and articles shall survive the termination of this Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.4 Dispute Resolution

Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator

or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place in the State of Vermont at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.5 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

Section 6.7 Reorganizations

The Organization acknowledges that the License Fee set out in this License Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Active Accounts or sites, S&S shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already have a valid License to use the same Software. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 6.06 will apply, or a Reorganization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.8 U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of S&S for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to S&S or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software

clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.22719 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is Systems & Software, Inc., **10 East Allen St, Suite 201, Winooski, Vermont 05404.**

Section 6.9 Equitable Relief

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of this Agreement and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

Section 6.10 Force Majeure

No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its reasonable control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

Section 6.11 Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Section 1.01, Section 1.02, Section 2.03, Section 2.04, Section 2.05, Section 2.06, 3, Section 3.04, Section 5.01, Article IV and Article VI and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.



SYSTEMS & SOFTWARE

2023 SUPPORT GUIDELINES

Where Innovation Meets Excellence

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WORKING TOGETHER

S&S is committed to supporting our customers by providing prompt responses and satisfying solutions.

To support this commitment, S&S has invested a significant amount of time, energy, and attention to building the team and tools needed to support our customers, including providing multiple channels to reach us. In 2022, the Customer Support Portal for ticket reporting was upgraded and moved to the cloud. This upgrade was undertaken to ensure that our customers have the most up-to-date, reliable, and secure option for issue management.

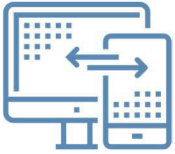
S&S strives to work closely with our customers to understand their unique business needs, how business evolves, address incidents, and work collectively to ensure seamless system performance. Committed to helping your business succeed, S&S is ready to help with additional solutions as your business grows and changes. We appreciate your business!

Sincerely;

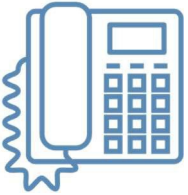


Julie Hextell
Executive Vice-President

OUR MODEL



Customer Support Portal - The Customer Support Portal allows your employees to manage & track tickets and engage directly with the Triage Team.



Phone - Our Triage Team is ready to provide phone and online support Monday - Friday, from 8 AM – 6 PM ET. After-hours emergency pager support is also available from 6 PM – 8 AM ET. Showstoppers submitted online after 6 PM ET will be addressed the following business day. For immediate support for a Showstopper, please call the support line at 1-800-655-8810.



Documentation - enQuesta products continue to evolve. Each release of new or improved functionality comes with detailed documentation. This allows our customers the ability to identify and test product enhancements quickly & easily.



Training Videos - S&S provides access to custom-designed training videos, focusing on a variety of subjects. Our video library is kept current with product enhancements.



YOUR SUPPORTING CAST

Currently, S&S employs over 100 team members across the U.S. and Canada, with the depth and experience necessary to support your most complex issues. The skill set within the S&S team ranges from chartered accountants to engineers & developers, to seasoned utility professionals and billing & project specialists.

S&S celebrates our 50-year anniversary in 2023! We have recruited, hired, and trained some of the brightest minds in the industry, some who have been with our team for over 40 years! You can count on S&S processes and people to address your issues effectively.

CLIENT SUPPORT DESK

Standard Hours of Operation

Monday – Friday 8 AM – 6 PM ET

(excl. Statutory Holidays – See Pg.10 for more details on holiday schedules)

**Submit Tickets via our S&S
Customer Support Portal**

<https://ssivt.Atlassian.net/servicedesk/customer/portals>

Support Desk Phone:

1 – 800 – 655 – 8810



AFTER HOURS SUPPORT

S&S On-Call Team Members are available 24/7 for critical system issues, and will respond within 15 minutes to issues. Showstoppers submitted via the Customer Support Portal outside business hours, will be addressed the next day. To escalate an after-hours showstopper, please call the Support Desk, and you'll be routed to our Paging Service. An S&S Team Member will reach out within 15 minutes.

ESCALATION MODEL

In the rare event that you are not getting the support that you need, please follow the escalation path below:

		CHANNEL	CONTACT	SLA / RESPONSE TIME
ESCALATION PATH	LEVEL I	S&S Support Desk	1-800-655-8810 OR support@ssivt.com	Target Response Time: 2 Hours <i>*Showstopper Response Time: 15mins</i>
	LEVEL II	Triage Team Supervisor, Client Support	Emily Pierre 1-800-655-8810 x882831 OR ehandziuk@harriscomputer.com	Target Response Time: 1Hour <i>*Showstopper Response Time: 15mins</i>
	LEVEL III	Manager, Product & Triage	Katrina Meyers 802-238-6979 OR Kmeyers@harriscomputer.com	Target Response Time: 1 Hour <i>*Showstopper Response Time: 15mins</i>

SUBMISSION OF ISSUES

ISSUE TYPE	DESCRIPTION (examples)	INITIAL REVIEW TARGET
LOW PRIORITY	The issue is cosmetic or requested functionality that will be considered for future versions/releases (Ex. Columns displayed on a particular screen)	24 HRS
MEDIUM PRIORITY	The issue has workaround that can be used until the issue is resolved <ul style="list-style-type: none"> ▪ A particular work order cannot be updated ▪ Document Designer template changes ▪ Work Queues 	8 HRS
HIGH PRIORITY	A business critical issue, but not preventing all users from getting their work done. <ul style="list-style-type: none"> ▪ Discrepancy in the collection run sheet ▪ Processing credit refunds ▪ Hand Held Upload/Download ▪ Deposits ▪ System errors that have workarounds ▪ Calculate errors impacting a small # of records 	2 HRS
SHOW STOPPER	A reported issue is considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. Examples may include; <ul style="list-style-type: none"> ▪ Daily Process has been halted by a critical error ▪ Application and/or Database Server is down ▪ Web Portal is down ▪ enQuesta Reporting Center (ERC) is down ▪ Out of Balance Messages preventing an update to continue ▪ Job Scheduler Failures ▪ Bill Print is incorrect 	15 MINS

INCLUDED IN ANNUAL MAINTENANCE & SUPPORT

The following services are included in the 2023 Annual Maintenance & Support Contract:

- Guaranteed support for the current versions of our applications
- 24x7 Access to the Customer Support Portal for logging issues
- 24x7 emergency support coverage
- My eSpace for Utilities, accessible on the Customer Support Portal, includes release notes, functional documentation, and custom documentation
- Monthly Webinars (*Customer Connect*) on new features, “how-to’s,” and new integration options
- Wide array of experts on staff
- Technical troubleshooting and issue resolution
- Database patching, as applicable
- One-stop support for contracted third parties
- Limited duration training (15-minute)
- Quote dashboard
- Internal System Monitoring
- Automated train refreshes
- Regular releases for v6 only
- Quarterly Customer Newsletters
- Periodic user & product advisory groups, as well as HCTC



MODIFICATIONS & ENHANCEMENTS

Occasionally, your business needs will require a quote for services and development. Requests for modifications and enhancements should be addressed with your Customer Success Manager. Examples of billable quotes include, but are not limited to:

- Reporting Requests
 - Requests for new table/view/model changes for custom needs
 - Security – additions and changes
 - Basic administration functions such as scheduling via Cognos, or email distribution set up
 - Deployments of new or additional Cognos functionality such as reports, dashboards, auditing, DR, managed alerts, detailed documentation, performance monitoring, SQL optimization
 - Training or archive content stores/environment
- Bill print changes
- Business process changes or reviews
- New configurations/criteria set up
- Doc Designer – new letters
- Rate changes
- Training (remote or onsite options)
- Upgrades and support of third-party software/interfaces
- Recovering data resulting from customer error
- Complex data hits
- Third party integrations – net new and changes to live integrations






The 2023 hourly rate for this work is \$260/Hour. This rate is deemed effective January 1st 2023 through to and including December 31st 2023, unless otherwise indicated and is subject to change.

HELP S&S HELP YOU

You can submit tickets through our Customer Support Portal at:

<https://ssivt.atlassian.net/servicedesk/customer/portals>

Here’s what you need to include when you submit a ticket:

Customer Reference Number **	None	
Priority	Medium	 Priority defined
Description	Please help! I can't create a 500 on this account: 1-2345.300 Clicked Create Work Order Entered down through to the Deposit field and got this popup. Tried again on another account without an existing deposit and it worked. Screenshots are attached below.	 Specific account referenced  Steps to recreate listed  Screenshots included
Impact **	Cannot move this customer out.	
Functional Area	Work Orders	 Functional area defined
Replication Notes **	See description	
Work Around **	Cannot move in this account	

The Triage Team has a list of “**Must Gathers**” that they require from you to ensure there is enough information to diagnose your issue.

Screenshots:

- Include full page including the URL
- Error message
- Account info
- Scope of impact
- Is this impacting one, more than one, or all users
- How many accounts are involved
- Is there a workaround

Process:

- What was the user doing when this happened
- Menu name or fast path
- Criteria entered on screen (a screenshot is awesome here too!)

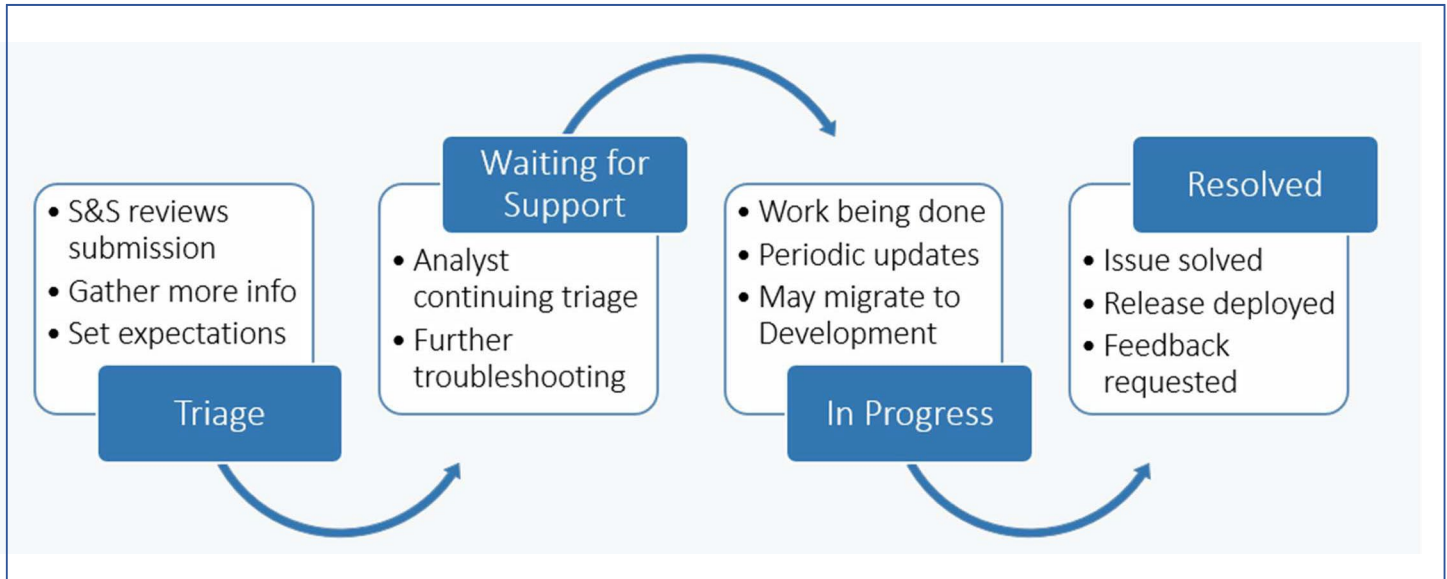
If something is PC related, we may also ask you the following questions:

- Edge version
- Is the user using the desktop icon
- When is the last time the impacted user restarted enQuesta
- When is the last time the impacted user rebooted their PC
- Is the PC provisioned by Group Policies or the Edge script
- Windows Version
- Does it work on another PC



UNDERSTANDING TICKET FLOW

Ticket resolution will follow this general pattern. If a ticket does need development work, you will see the additional status of “With Development”.



DEPLOYMENT OF V6 RELEASES

Customers must provide a secure VPN connection to S&S. Customers should plan to take updated releases not less than once a quarter. Your Customer Success Manager will discuss the scope and content of releases during your regular calls, and together create a schedule for deployment to Train for your testing. It is essential that you stay current on releases to ensure that you receive timely fixes. Hotfixes will only be performed in emergency situations.

Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed upon date and time.

DEPLOYMENT OF V4.5 – 5 RELEASES

Customers must provide a secure VPN connection to S&S. Your Customer Success Manager will work with you to gather the tickets that you want released to your system. We will deploy to your Train environment and provide time for you to test. Once you have thoroughly tested and approved the release to Production, our developers will deploy it at the agreed upon date and time.

QUALITY ASSURANCE

All code changes made by S&S developers are run through our automated testing after being individually tested by internal QA resources. Once this QA process is complete, releases are made available to our customers. The internal testing is documented and traceable in our Jira system.

2023 S&S HOLIDAY CALENDAR

S&S offices will be closed during the dates listed below.

Date	Holiday
January 2 nd	New Year's Day
May 29 th	Memorial Day
July 4 th	Independence Day
September 4 th	Labor Day
November 23 rd & 24 th	Thanksgiving
December 22 nd & 25 th	Christmas

After-Hours pager support for showstoppers will be available, if required.

HARDWARE REQUIREMENTS

Workstation	Minimum Requirements	Recommended System
Operating System	Windows 10	Windows 10
Processor	2 Cores, 2.5GHz	4 Cores, 3.0 GHz
RAM	4GB	8GB
Screen Resolution	FHD 1080p	QHD 1440p
Disk Space	100MB (free)	100MB (free)
LAN Speed	100 Mbps	100 Mbps
Browser*	MS Edge	MS Edge
PDF Viewer	Acrobat Reader	Acrobat Reader

() Microsoft Edge with IE mode enabled and enQuesta settings configured, including the Enterprise Mode Site List. Scripts and/or group policy rules will be provided by S&S for properly configuring these settings on client machines.*

Customers must provide a secure VPN connection to S&S.



Working together with you for a better tomorrow.

SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT made as of the PROFESSIONALSERVICES AGREEMENTSOFTWARE NO. RFP 21-R00117/PH (hereinafter, “**Master Agreement**”) to which it is appended as Schedule “**B**” (the “**Start Date**”).

BETWEEN:

SYSTEMS & SOFTWARE, INC.
 (“**S&S**”)

- and -

HERNANDO COUNTY
 (“**Organization**”)

RECITALS

1. S&S owns the Software which has been licensed to Organization pursuant to a Software License Agreement entered concurrently herewith
2. The Organization wishes to receive support and maintenance services related to the Software;
3. S&S shall provide the support and maintenance services related to the Software;

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the “**Support and Maintenance Agreement**”) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement appended to the Master Agreement as Exhibit “**A**” (the “**License Agreement**”).
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between S&S and Organization. The parties agree that any previous agreement or terms in an agreement that provided support and maintenance services similar to those provided under this Support and Maintenance Agreement have either expired or been terminated under their own terms.

3. S&S shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Schedule "SMA-2" hereto and which are in effect as of the Start Date (as defined below), as such services may, at S&S's sole discretion, be modified or supplemented from time to time. To enable S&S to provide effective support, the Organization will establish auto remote access procedures compatible with S&S's then current practices which may be revised over time.
4. The provision of support services under this Support and Maintenance Agreement shall start on the Start Date.
5. In consideration for the support services specified in this Support and Maintenance Agreement, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit "B" to the Master Agreement. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the invoicing of the Support and Maintenance Fee to its fiscal year or any other period, it may request, during the initial term of this Support and Maintenance Agreement that S&S issue a prorated invoice for the portion remaining during the initial term. S&S may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year. In addition to the above, where Organization purchases additional or different licenses related to the S&S Software, additional Support and Maintenance Fees may be charged by S&S at the time of purchase of such software license(s) and incorporate such increase(s) in any subsequent Support and Maintenance Fee payments previously agreed to.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse S&S for its direct expenses in providing support services ("Billable Expenses") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
 - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
 - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; a travel time rate of fifty percent (50%) of the individual's current standard hourly rate; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
 - (c) and all other reasonable direct expenses incurred in the performance of S&S's duties hereunder.

S&S may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of S&S.

7. S&S shall supply all maintenance Major Releases and Minor Releases to Organization at no additional charge provided all outstanding Support and Maintenance Fees have been paid.
8. Upgrades are Major Releases of the Software as defined in the Software License Agreement appended to the Master Agreement as Exhibit "A". Upgrades may require additional services to be performed by S&S outside of the scope of those services provided by S&S under this Support and Maintenance Agreement including professional services for the installation and implementation of the Upgrade (if applicable) and additional training. These additional services will be subject to a mutual scoping exercise between S&S and Organization whereby an additional scope of work will be developed, negotiated and signed by both parties before work commences. S&S's then-prevailing terms, pricing and hourly rates shall apply.
9. Updates are defined as minor code updates to the Software, such as providing bug fixes or minor modifications. All Updates of the Software will be made available to Organization at no additional charge provided all outstanding Support and Maintenance Fees have been paid.
10. S&S shall not be required to perform corrective maintenance as part of its Support and Maintenance Services with respect to Software malfunctions caused by:
 - (a) Organization's modifications to the Software unless performed at the direction of S&S;
 - (b) Organization's failure to use updates, enhancements or program error corrections;
 - (c) Failure to use the Software in accordance with this Agreement; or
 - (d) Actions beyond S&S' reasonable span of control with respect to Organization's actions which alter the turnkey implementation environment, or cause hardware or Third Party Software malfunctions.
11. In the event Organization requests document, reporting and/or interface creation or changes, S&S will be entitled to increase the Support and Maintenance Fee by no less than twenty-five percent (25%) per request per year going forward in order to allow S&S to maintain these changes through each Release of the Software.
12. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to S&S upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

13. The initial term of this Support and Maintenance Agreement shall be for five (5) years beginning on the Start Date (the “Initial Term”). After the Initial Term, Organization’s participation in the S&S Support Program shall automatically renew on an annual basis. After the Initial Term, in the event Organization wishes to cancel participation in the S&S Support Program, Organization must notify S&S in writing not less than one hundred and twenty (120) days’ prior to the end of the initial term or any subsequent renewal term. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. S&S shall neither refund any Support and Maintenance Fees nor any Billable Expenses if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
14. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by S&S in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with S&S, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
15. Termination by S&S:
- (a) S&S shall have the right to terminate this Support and Maintenance Agreement immediately if Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization (as defined in the License Agreement, Exhibit “A” to the Master Agreement), without complying with said Software License Agreement.
 - (b) In the event Organization fails to pay all or any portion of an undisputed invoice on or before sixty (60) days after the date it becomes due, S&S shall have the option to suspend or terminate this Support and Maintenance Agreement. Suspension or termination shall not relieve the Organization of its obligation to pay its outstanding invoices. Organization will be required to pay S&S the entire Support and Maintenance Fees for the period of suspension prior to reinstatement of support and maintenance services.
16. Termination by Organization:

If S&S should neglect to perform the Support and Maintenance Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify S&S in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, S&S must either correct the default, to the reasonable satisfaction of the Organization at no additional cost to the Organization or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If S&S fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Support and Maintenance Agreement and in such case, Organization will not be responsible for payment to S&S of any further Support and Maintenance Fees, except for those that may be due as of the time of communication of such notice of termination to S&S. At Organization's election, termination of this Support and Maintenance Agreement shall result in concurrent termination of the Hosting Services Agreement, Software License Agreement, and the Software Implementation Services Agreement.

17. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by either party.

18. Remedies and Liability:

(a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

(c) THE AGGREGATE LIABILITY OF S&S TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR REESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO S&S UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THENCURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12

MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
19. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
20. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
21. So long as the Organization has an active Support and Maintenance Agreement in place, the Organization may, at Organization's option and expense, enter into an escrow arrangement with S&S. Upon the Organization's request:
- (i) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in S&S's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
 - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule SMA-1 Escrow Terms, which shall form part of this Support and Maintenance Agreement.

Schedule "SMA-1"

Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) S&S and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by S&S to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. S&S agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if S&S: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and S&S has not promptly cured such failure despite the Organization's demand that S&S make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of S&S set forth in this Agreement.
- (c) S&S will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

- (f) This Schedule “SMA-1” shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or S&S will annually send notices to the Organization of the Escrow Agent’s continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by S&S for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Schedule SMA-2 Standard Support and Maintenance Services – Standard Guidelines

[Under Separate Cover]

Schedule C

Hosting Service Agreement

This **Hosting Service Agreement** (the "**Agreement**"), is entered into on the date of the execution of the PROFESSIONALSERVICES AGREEMENTSOFTWARE NO. RFP 21-R00117/PH (**hereinafter, "Master Agreement"**) to which it is appended as Schedule "C" (the "**Effective Date**") by and between **Hernando County ("Customer")** and Systems & Software, Inc. ("**S&S**").

WHEREAS, S&S wishes to offer the use of, and the Customer wishes to use, the Hosting Services for the Software on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Hosting Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Information Systems Agreement:

- (a) "**Annual Hosting Fees**" means the annual Hosting fees set out in Exhibit B to the Master Agreement.
- (b) "**Applicable Data Protection Law**" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Agreement and Oracle's Data Processing Agreement referred to in Schedule "H-2", which may include Applicable European Data Protection Law.
- (c) "**Applicable European Data Protection Law**" means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018.
- (d) "**Change Order**" means any written and mutually approved and signed Documentation between Customer and S&S evidencing their agreement to change particular aspects of this Agreement.
- (e) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date which Customer commences using the Hosting Services.
- (f) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking;. Confidential Information of S&S shall include, without limitation, the Software, the Service Specifications, the terms and pricing under this Agreement, and any information with respect to the Hosting Services that S&S may provide to Customer from time to time, including without limitation, all information disclosed by S&S relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party as evidenced by its written records; (iii) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (g) "**Data**" means all data, including without limitation, all Personal Information, software, text, images, audio, video, photographs, and other content and material, in any format, that is provided by or on behalf of Customer to S&S or its service provider and all other content and material, in any format, transmitted, posted, received or created through Customer's use of the Hosting Services or the Software.
- (h) "**Fees**" means the Annual Hosting Fees and Professional Services Fees pertaining to the Hosting Services.

- (i) **“Hosting Services”** means the services to be provided by or on behalf of S&S under this Agreement that includes hosting, monitoring, and operating the Software on hardware and related equipment at a site owned or controlled by S&S’ service providers and the delivery of exclusive access (via point to point virtual private network connection (VPN) or other secure connection) to Customer to use the Software pursuant to the Information Systems Agreement and Section 2 of this Agreement. Hosting Services shall also include storing all Data entered and maintained by Users.
- (j) **“Managed Services”** means those additional managed services to be provided by S&S to Customer as described in Section 7(h).
- (k) **“Oracle”** means Oracle America, Inc.
- (l) **“Personal Information”** shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.
- (m) **“Professional Service(s)”** means the one time professional services to be performed by S&S to configure, set-up, and implement the Software at the hosting site in accordance with this Agreement and as more particularly set out in the Master Agreement or any Exhibit or Schedule thereto.
- (n) **“Professional Service(s) Fees”** means the professional service(s) fees set out in Exhibit “B” to the Master Agreement to which this Hosting Services Agreement is appended.
- (o) **“Service Specifications”** means the following documents referenced in Schedule H-4, as applicable to the Hosting Services under this Agreement: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle’s privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle services, such as professional services: the Oracle Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement.
- (p) **“Software”** means the commercial off the shelf (“COTS”) version of enQuesta software licensed to Customer pursuant to the Information Systems Agreement.
- (q) **“SLA”** means the Service Level Agreement attached to this Agreement as Schedule “H-1”.
- (r)
- (s) **“Support Services”** means those support services provided by S&S pursuant to the terms and conditions of the Support and Maintenance Services Agreement entered into between Customer and S&S appended to the Master Agreement as Schedule “B”..
- (t) **“Third Party Components”** means any third-party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that S&S or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Hosting Services.
- (u) **“Users”** means employees, contractors, agents or other parties affiliated with the Customer who have the right to use and have access to the Software either on Customer site or remotely to support the Customer’s licensed use of the Software.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Fees, S&S hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software for Customer’s internal business purposes as permitted pursuant to the License Agreement appended to the Master Exhibit as Schedule “A”.

3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Customer agrees to pay to S&S the Fees as described in this Section 3 and Exhibit “B” to the Master Agreement in accordance with the payment terms set out in said Exhibit “B” and all sums paid are non-refundable.

The Annual Hosting Fees, Professional Services Fees, and any other Fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, or local income taxes, value added taxes, use, personal, property sales and tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on S&S's net income and land).

4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "**Initial Term**"). After the Initial Term, this Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**"), based on a calendar year, unless either party provides written notice to the other party of its intention not to renew within sixty (60) days of the end of the then-current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**". After the Initial Term of this Agreement, S&S and customer must agree to pricing within 60 days of the end of the then-current term.

5. Restrictions on Use

(a) Customer shall not, and shall not cause or permit others to:

- (i) give away, rent, lease or otherwise sell, re-sell, sublicense, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, make available the Hosting Services to any third party, or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the License Agreement (Schedule "A" to the Master Agreement) without the prior written consent of S&S;
- (ii) modify, create derivative works of, disassemble, reverse engineer, reproduce, republish, download, or copy the Documentation or any part of the Hosting Services (including data structures or similar materials produced by programs;
- (iii) frame or mirror any part or content of the Hosting Services, other than framing on Customer's internal networks or otherwise for Customer's own internal business purposes;
- (iv) transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or information that: (A) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (B) is false, threatening, defamatory, libelous, harassing, profane, is an invasion of privacy or violates privacy rights, offensive, obscene or harmful, promotes bigotry, racism, hatred or harm; (C) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third-party; (D) violates any law, statute, ordinance or regulation; or (E) includes unsolicited bulk e-mails, junk mail, spam or chain letters, advertisements or solicitations;
- (v) interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services;
- (vi) (A) perform any benchmarking or availability testing of the Hosting Services or (B) disclose the results of using the Hosting Services for the purposes of monitoring its availability, benchmarking or competitive analysis to any third party;
- (vii) perform or disclose any performance or vulnerability testing of the Hosting Services without S&S prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Hosting Services;

- (viii) use the Hosting Services to harass any person, cause damage or injury to any person or property, or to perform cyber currency or crypto currency mining; or
- (ix) access or use the Hosting Services to build or support, directly or indirectly, products or services competitive to the Software, Hosting Services and Third Party Components.
- (b) In addition to its termination rights under Section 11, S&S may restrict or limit Customer's access to the Hosting Services if S&S determines that Customer has engaged in (whether knowingly or unknowingly) any prohibited conduct described herein. In addition to and without limiting the foregoing, S&S reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that S&S determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to S&S or its service providers' network, business or other Customers.

6. Hosting Services

- (a) S&S shall provide the facilities, equipment, and software to deliver the Hosting Services. S&S shall have the right to manage all resources used in providing the Hosting Services, as S&S deems appropriate.
- (b) S&S shall host and provide access to the Software Users, subject to scheduled periods of non-availability as described in Schedule "H-1".
- (c) S&S reserves the right to have commercially reasonable additional User security criteria that may be applied to Users prior to their ability to have access to the Software. S&S shall inform Customer of such criteria but S&S shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, S&S reserves its rights to not grant to such Users access to the Software. S&S reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) The Customer, not S&S, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.
- (e) S&S shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
- (f) Customer acknowledges that in order to provide the Hosting Services, Customer may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to S&S and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by S&S to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of S&S's control, then (a) S&S shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) may be required to change or replace the applicable Third Party Components or otherwise attempt to mitigate the impact of the such unavailability of Third Party Components.
- (g) **Additional Terms and Conditions.** Customer agrees, and shall cause its Users to agree to be bound by and comply with the additional terms and conditions relating to Third Party Components, if any attached to this Agreement as Schedule "H-2" and "H-3", as may be amended from time to time by S&S, in its sole discretion, upon written notice to Customer.

- (h) The Service Specifications describe and govern the Hosting Services. During the Term, S&S may update the Hosting Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Components (as described in Section 6(f) above). If any of the terms and conditions of S&S' agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, S&S may modify the terms and conditions of this Agreement effective immediately upon written notice to Customer. If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(f) includes a material price increase with respect to the Hosting Services enabled by such Third Party Components or materially reduces the level of performance, functionality, security or availability of the Hosting Services during the then current term, Customer may terminate this Agreement by providing written notice to S&S within thirty (30) days after Customer's receipt of notification of such material price increase or discovery of such impairment. For clarity, Customer and S&S shall agree in writing to any transition services requested by Customer and the associated transition services fees payable by Customer to S&S in the event of such termination.

7. Responsibilities

- (a) **Cooperation by Customer.** The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer and its staff and agrees to act reasonably and cooperate fully with the S&S to achieve the Completion of Services related to any Professional Services supplied by S&S. To enable S&S to provide effective Support Services, the Customer will establish secure remote access to S&S based on mutually agreed to remote access procedures.
- (b) **Project Manager.** The Customer shall appoint a project manager who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their cooperation with and participation in such process during any Professional Services.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, onsite network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Hosted Services. S&S shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Hosting Services requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at the Customer's sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by S&S.
- (d) **Passwords.** Customer agrees to comply with all S&S and its service providers' security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user IDs assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customers or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify S&S in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify S&S immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer related to the Hosting Services.
- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by S&S from time to time for Users; and (iii) informing S&S of any information about Users' actions that may affected either the Software or third party data contained in the Software or used by the Hosting Services, or S&S's ability to provide Hosting Services as contemplated by this Agreement.

- (f) Compliance with Laws.** Customer represents and warrants to S&S that it and its Users will at all times be in compliance with all applicable local, state, and federal and laws and regulations including but not limited to those laws regarding defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition, exports, and other situations which could generate liability.
- (g) Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Hosting Services. Such export laws govern use of the Hosting Services (including technical data) and any Hosting Services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations, restrictions on exports including the U.S. Export Administration Regulations, end-user, end use and destination restrictions by Canadian, U.S. and other governments related to S&S and its service provider's products, services and technologies). Customer agrees that no data, information, software programs and/or materials resulting from the Hosting Services (or direct product thereof) will be exported, directly or indirectly, in violation of export laws and regulations of the United States and any other relevant local export laws and regulations applicable to the Services (including technical data), or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. Customer acknowledges that the Hosting Services are designed with capabilities for Customer and its Users to access the Hosting Services without regard to geographic location and to transfer or otherwise move the Data between the Hosting Services and other locations such as User workstations. Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of the Data.
- (h) Managed Services.** S&S shall provide the Managed Services in accordance with accepted industry standards. Please see the table below for additional information on other division of responsibilities:

Item	Notes	Responsibility
Power Supply	All data center infrastructure is backed by redundant power sources and maintain generator backups in case of widespread electrical outage.	S&S
Internet Feeds & Networking at the Hosting Facility	All data center infrastructure is backed by high speed redundant network and internet connectivity.	S&S
Internet Feeds & Networking at the Customer Site	The Customer is responsible for monitoring and maintaining network and internet connectivity at the customer site relating to the hosted environment. For general usage, 10 to 20 Mbps upload/download dedicated to enQuesta throughput will meet or exceed the needs of most customers.	Customer
Disk Failover in Data Center	Multiple copies of data are stored redundantly across multiple storage servers with built-in repair mechanisms.	S&S
On-Premises (Customer) Network	Set-up and maintenance of all network components, including firewall configuration and network connectivity.	Customer
VPN Tunnels	For all hosted systems, an IPsec VPN tunnel is required to provide secure connectivity between the customer and the cloud hosting environment. The hosting environment tunnel is to be a co-managed; each party is responsible for notifying each other in the event of any changes that may require any type of coordination.	Customer & S&S

Back-Ups	Daily backups occur each evening and are retained for 5 business days. The Recovery Point Objective (RPO) for enQuesta is to recover from the most recent of these evening backups to minimize data loss. Selecting the Data Guard option makes your Production RPO point-of-failure (a.k.a. real-time). RTO for enQuesta is 12 hours. Often recovery time is 4 hours or less, but this is dependent on the type of failure that may have occurred. Complete server and data backups are taken at a 24 hour our interval and replicated to a different Oracle data center facility should any type of backup ever be required. This back-up can be made available to the Customer at any point. Higher frequency back-ups may be requested at the then available S&S rates.	S&S
Disaster Recovery	Set-up, maintenance and restoration from backups – typical recovery time is less than 24 hours for enQuesta production – extreme cases can take up to 72 hours for enQuesta production. The number one priority will be enQuesta, once it’s up, the same timelines would then apply to Capricorn & enQuesta Link.	S&S
Data Guard	Data Guard provides replication of your production database to a secondary/standby database making your RPO real-time. This is a standard feature included with Oracle Enterprise Edition. Oracle Enterprise Edition licenses are required for both primary and secondary databases. In this scenario, the secondary database may only be used for database failover.	S&S
Operating System Maintenance	S&S is responsible for the following Operating System Level changes: General O/S maintenance, O/S-level application configuration, and systematic semiyearly O/S patching.	S&S
Database Maintenance	S&S is responsible for Database maintenance and tuning as required by the enQuesta Software. Please note that this does not include manual data manipulation for ad-hoc billable projects or corrective measures in the case of Customer error.	S&S
Workstations	The Customer is responsible for the management and maintenance of all workstation, PCs, devices used to connect to the enQuesta Software.	Customer
Any Hardware On-Premise (e.g Kiosks, Handhelds Scanners, etc)	The Customer is responsible for the configuration, management and maintenance of any additional hardware installed on-premises.	Customer
Printers	Customer is responsible for all printer configuration and support of printers (beyond the six (6) that are included as part of the original contract).	Customer
System Monitoring	Alerting of critical instances: Tablespace Capacity, JBOSS, Back-Up Completed/Failed, Hosting Services Up/Down, Web Portal Availability (Production Instance Only)	S&S
Other	The Customer is responsible for enQuesta user maintenance and general system administration. The Customer is also responsible for any file or report import/export to non-enQuesta servers.	Customer

(i) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer’s and its Users’ (as

well as S&S's and its service providers') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to S&S's and/or its service providers' servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by S&S for an offering. Customer remains solely responsible for Customer's regulatory compliance in connection with Customer and its Users' use of the Hosting Services. Customer is responsible for making S&S aware of any technical requirements that result from Customer or its Users' regulatory obligations prior to entering into this Agreement. S&S will cooperate with Customer's efforts to determine whether use of the standard S&S Hosting Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by S&S and its service provider or changes to the Hosting Services. Customer will not input or provide such content unless S&S has first agreed in writing to implement additional required security measures. By using the Hosting Services, Customer acknowledges that it meets Customer's requirements and Data (including Personal Information) processing instructions. Customer is solely responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from the Data, including any viruses, Trojan horses, worms or other harmful programming routines contained in the Data, and any use by Customer or its Users of the Hosting Services in a manner that is inconsistent with the terms of this Agreement. To the extent that Customer discloses or transmits the Data to a third party, S&S and its service providers are not responsible for the security, integrity or confidentiality of such content outside of S&S' and its service providers' control.

Unless otherwise agreed to by S&S in in this Agreement, the Data may not include any sensitive or special data that imposes specific security or data protection obligations on S&S and its service provider in addition to or different from those specified in the Service Specifications. If available for the Hosting Services, Customer may purchase additional service from S&S designed to address specific data security or data protection requirements applicable to such sensitive or special data Customer seeks to include in its Data.

S&S AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. S&S AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND S&S AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

Should the unlikely event of any type of unsolicited activity occur (e.g. even if it's due to suspicious activities by a Customer's employee) S&S reserves the right to immediately block off entry to all parties until root cause is assessed via all activity logs (network, database, and application). The Customer also reserves the right to ask S&S to turn off access to all at any point, in the unlikely event that this should be deemed required.

Current datacenter infrastructure standards are available at the links set out in Schedule "H-2".

8. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** S&S warrants to Customer that the Hosting Services shall be performed using commercially reasonable care and skill in all material respects as described in the Service Specifications or in S&S's manuals and other Documentation provided to Customer, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such Service Specifications. Customer's sole remedies in the event the Hosting Services do not conform to the foregoing limited warranty: (i) S&S shall, at S&S expense, use commercially reasonable efforts to correct such nonconformance following receipt of written notification from Customer in describing in detail the deficiency that caused the warranty breach, and (ii) if S&S cannot substantially correct the deficiency that caused the breach of warranty or if S&S cannot substantially correct the deficiency in a commercially reasonable manner,

S&S shall, at S&S expense, take all actions necessary to complete the transition of Customer to a different hosting provider or host internally. If neither of the foregoing sufficiently remedies the breach or is timely completed, Customer shall have the right to terminate this Agreement in accordance with Section 11(a).

b) Warranty Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 8(a) OF THIS AGREEMENT, THE HOSTING SERVICES, SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

S&S, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, HARDWARE, ENVIRONMENTS, NETWORKS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

S&S, ITS THIRD PARTY SERVICE PROVIDER, LICENSORS AND SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS OR EXPECTATIONS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED. S&S AND ITS THIRD PARTY SERVICE PROVIDER ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO PERFORMANCE, OPERATION OR SECURITY OF THE HOSTING SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

WITHOUT LIMITING THE FOREGOING, S&S DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF CUSTOMER'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

FOR ANY BREACH OF THE EXCLUSIVE WARRANTY SET OUT IN SECTION 8(A), CUSTOMER'S EXCLUSIVE REMEDY AND S&S' AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT HOSTING SERVICES THAT CAUSED THE BREACH OF WARRANTY OR IF S&S AND ITS SERVICE PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT HOSTING SERVICES AND S&S WILL REFUND TO CUSTOMER THE HOSTING FEES FOR THE TERMINATED HOSTING SERVICES THAT CUSTOMER PRE-PAID TO S&S FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S AND CUSTOMER.

9. Limitations on Liability

- a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- b) The Customer and S&S recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and S&S's liabilities will be limited as set forth in Section 9 and as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- c) **TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING OUT OF DAMAGE TO TANGIBLE PROPERTY, INJURY OR DEATH TO PERSONS, DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF S&S, CUSTOMER AGREES THAT IN NO EVENT SHALL THE ENTIRE LIABILITY OF S&S AND ITS SERVICE PROVIDERS, AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE MANAGED SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY S&S UNDER THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE, THE ANNUAL HOSTING FEES PAID BY CUSTOMER TO S&S UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM).**

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL S&S AND ITS SERVICE PROVIDERS BE LIABLE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, DATA USE, DATA INCLUDING WITHOUT LIMITATION LOST OR DAMAGED DATA LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

10. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If Customer causes or requests a change in the allocation of the resources of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require S&S to provide additional work hours, S&S may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. Change Orders will need to be approved before any work commences and will be deemed approved upon signature by both parties.

11. Suspension and Termination

- (a) **Suspension of Hosting Services.** In addition to any other rights that S&S may have under this Agreement, at law or in equity, S&S may suspend Customers' and its Users access to, and/or use of, the Hosting Services if S&S or its service provider believes that (i) there is a violation of Section 5(a) or any other

material breach of this Agreement; (ii) there is a significant threat to the functionality, security, integrity, or availability of the Hosting Services or any content, data, or applications in the Hosting Services; or (iii) Customer or any User are accessing or using the Hosting Services to commit an illegal act. If S&S receives advance notice from its service provider, S&S will provide Customer with advance notice of any such suspension and will use reasonable efforts to re-establish the Hosting Services promptly after S&S and its service provider determine that the issue causing the suspension has been resolved. During any suspension period, S&S will make the Data (as it existed on the suspension date) available to Customer. Any suspension under this Section shall not excuse Customer from its obligation to make payments under this Agreement.

(b) This Agreement may be terminated as follows:

- a. If either party breaches a material term of this Agreement and fails to cure the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement. Except for non-payment of fees, the nonbreaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if Customer is in default under this Agreement, Customer and its users may not use the Hosting Services.
- b. If Customer has failed to pay any undisputed amounts when due under this Agreement, S&S shall have the right to (i) suspend performance of the Hosting Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective five (5) days from receipt of written notice to Customer to that effect if Customer has not remedied the failure within such five day period.
- c. S&S may terminate this Agreement effective immediately upon written notice to Customer (i) if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of S&S or its service provider; (ii) if S&S has the right to suspend under Section 11(a); (iii) if S&S' relationship with its third party service provider terminates or requires S&S to change the way it provides the Software as part of the Hosting Services; or (iv) in order to comply with the law or requests of government entities.
- d. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- e. This Agreement shall automatically terminate in the event that the License Agreement (Schedule "A" to the Master Agreement) is terminated.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and S&S will immediately cease to perform the Hosting Services.
- (b) Customer will immediately pay all amounts due under this Agreement up to and through the date of termination.
- (c) Customer shall return to S&S or at S&S's option purge or destroy all copies of any Confidential Information of S&S and its service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Hosting Fees due thirty (30) days upon receipt of invoice. This section will not affect S&S's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all Fees that are due to S&S, S&S will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data will be billed at S&S's then-current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, S&S shall delete or otherwise render unrecoverable all Data that remains in the Hosting Services. Following forty-five (45) days from the date of termination if Customer has not communicated with S&S regarding the Data, S&S shall have the right to delete or otherwise render unrecoverable all Data at any time as either required by law or as determined by S&S in its sole discretion. Notwithstanding the foregoing, S&S shall be permitted to delete all Data or render all Data unrecoverable without providing notification to Customer and S&S shall not be required to adhere to the time frames detailed above where S&S is required by law to delete such Data.

13. Ownership

- (a) **By S&S.** Customer acknowledges that at all times S&S, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software S&S uses in the performance of the Hosting Services, derivative works thereof, and anything developed or delivered by or on behalf of S&S or its service provider under this Agreement. S&S, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Hosting Services and Software and related documentation, materials, logos, names and other support materials, derivative works thereof, and anything developed or delivered by or on behalf of S&S or its service provider pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the License Agreement and S&S and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to S&S a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Hosting Services or the Software.

Customer Data. As between S&S and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness of the Data and for any required notices, consents, and/or authorizations related to Customer's provision of, and S&S' and its service providers' processing of, the Data (including any Personal Information) as part of the Hosting Services. Subject to the terms and conditions of the Agreement, Customer grants to S&S and its service providers a world-wide, non-exclusive, royalty-free right and license to host, use, process, display, access, and transmit the Data to provide the Hosting Services pursuant to and in accordance with this Agreement (including any form of purchase order issued hereunder). Access to the Data shall only be by S&S's or its service providers' employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, S&S may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

(b) Data and Privacy Policy of Customer

The Customer represents and warrants to S&S that:

- a. Data that is either provided to or acquired by S&S and its third party service provider is owned exclusively by Customer and that the Customer has full right and title to provide the Data to S&S and its third party service provider, and Customer has obtained all rights required by S&S and its service provider to perform the Hosting Services;
- b. Data that is either provided to or acquired by S&S is subject to a privacy policy in effect as of the Effective Date and maintained throughout the Term and Customer's customers have provided to Customer their written consent for its collection, use and storage by S&S and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America or as set out in the Service Specifications;
- c. Customer complies with all Applicable Data Protection Law in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- d. Customer will not provide S&S with data of any kind for which S&S or its third party service provider either has no need or does not have the right to collect, use and store under the terms of this Agreement.

(d) Audit Rights

In order to assist S&S with the protection of its proprietary information and Confidential Information and to enable S&S to verify Customer's compliance with the terms and conditions of this Agreement, Customer shall permit S&S and its independent auditor to visit during normal business hours any premises at which the Hosting Services are used or being accessed and shall provide S&S with access to its records including usage data. S&S shall provide Customer with reasonable notice of any such audit. Customer will promptly order and pay for required entitlements at S&S' then current rates (including uses in excess of Customer's authorizations or licenses) and for other charges and liabilities determined as a result of such verification, as S&S specifies in an invoice. These compliance verification obligations remain in effect during the Term and for two (2) years thereafter.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

Customer shall indemnify and reimburse S&S in relation to all reasonable fees and other disbursements paid by S&S to comply with such requests, whether by an individual or a government body, or to challenge such requests at either S&S's or Customer's request. Customer represents and warrants to S&S that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold S&S and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; (iii) Customer's business, or (iv) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

16. General

- (a) **Allocation of Risk.** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between S&S and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (b) **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is lawfully responsible.
- (c) **Equitable Relief.** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of the confidentiality obligations under this Agreement by Customer and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (d) **Force Majeure.** No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its reasonable control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, acts of war, hostility, or sabotage, pandemic, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, electrical, internet or telecommunication outage that is not caused by S&S or its service provider, unavailability of Third Party Components, government restrictions (including the denial or cancelation of any export, import or other license) or other disasters.
- (e) **Survival.** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any

termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

- (f) **Limitation Period.** Except for actions for nonpayment or breach of S&S and/or Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

Schedule "H-1"
Service Availability

Availability and Uptime Objectives:

Availability of the Hosting Services is defined as when the Software and Customer's data are operational and accessible via a public internet connection. S&S shall strive to make the Hosting Services available 100% of the time. In the unlikely event of any type of downtime the two following SLA schedules will be respected:

Table 1 – Data Center's Power, Network, and Internet Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer's Account
Equal or Greater than 99%	0%
Equal or Greater than 98%	3%
Equal or Greater than 97%	5%
Equal or Greater than 95%	10%
Less than 95%	25%

Table 2 – enQuesta Production Server Environment and Data Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer's Account
Equal or Greater than 98%	0%
Equal or Greater than 97%	3%
Equal or Greater than 96%	10%
Less than 95%	25%

Credits or remedies will be provided only upon request of the Customer pursuant to this SLA. Requests for credit must be received within thirty (30) days of the Customer receiving our Root Cause Analysis document for a particular unavailability event. Please note that the official unavailability time that will be subject to a credit will exclude any common exclusions (as listed below).

Remedies for failure to meet any commitment provided in this agreement may not be combined to cover the same second, minute or day time period – only one remedy will be afforded to the Customer per time period.

Fault will be determined, and failure to perform under the obligations of this SLA identified, shall be based on S&S's reports related to Table 2 and Third Party Hosting Provider's monthly monitoring reports related to Table 1, and the performance monitoring reports on these subjects will be final and binding on the parties. Any disagreements will be remedied in accordance with the governing Managed Hosting Support & Maintenance Agreement.

However, the Hosting Services may be unavailable during certain downtimes, which includes, but is not limited to, the following circumstances:

- **Routine Scheduled Downtime.** Periods of time for the purpose of conducting routine system maintenance. In such event, S&S shall use commercially reasonable efforts to provide Customer

with a minimum of three (3) business days prior to any period of scheduled downtime and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM EST.

- **Factors Outside Our Reasonable Control.** Due to factors outside S&S's reasonable control (for example, a Force Majeure event, emergencies such as natural disasters, power surges, lightning strikes, or a network or device failure external to our data centers) or other exceptional circumstances, S&S shall be entitled to take any actions determined, in its sole discretion, necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to hosting infrastructure ("Emergency Work"). S&S shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible, but shall not be held responsible for any deterioration of performance or System unavailability to Customer during such events or Emergency Work.
- **Unauthorized Actions.** S&S shall not be responsible for any System unavailability that results from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Hosting Services by means of Customer passwords or equipment, or otherwise resulting from Customer failure to follow appropriate security practices. Although S&S will use commercially reasonable efforts to mitigate the effects of any such events, S&S cannot guarantee that such events will not occur. Accordingly, S&S disclaims any and all liability resulting from or relating to such events.
- **Failure to Adhere to Requirements.** S&S shall not be responsible for any System unavailability for any failure by reason of Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Hosting Services in a manner inconsistent with the features and functionality of the Hosting Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, or suspected abusive behavior) or inconsistent with S&S's published guidance.

Schedule "H-2"

Third Party Components Additional Terms

A. Service Monitoring, Analyses and Oracle Software

1. S&S' service provider, Oracle, continuously monitors the Hosting Services to facilitate its operation of the Hosting Services; to help resolve Customer's service requests; to detect and address threats to the functionality, security, integrity, and availability of the Hosting Services as well as any content, data, or applications in the Hosting Services; and to detect and address illegal acts or violations of Section 5(a). The monitoring tools used by Oracle do not collect or store any of Customer's Data residing in the Hosting Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, the Software or any other non-Oracle software provided by Customer or any Users that is stored in, or run on or through, the Hosting Services. Information collected by Oracle monitoring tools (excluding Customer's Data) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.
2. Oracle may (i) compile statistical and other information related to the performance, operation and use of the Hosting Services, and (ii) use data from the Hosting Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer's Data, Personal Information or Confidential Information in a form that could serve to identify Customer or any individual. Oracle retains all intellectual property rights in Service Analyses.
3. If Oracle software is licensed to Customer under separate terms, then Customer's use of such software is governed by the separate terms. S&S has no obligation or responsibility with respect to such separately licensed Oracle software.

B. Service Specifications

Data Processing Agreement

Customer agrees that the Oracle Data Processing Agreement available at the link below sets out the parties obligations with respect to processing of Data and Personal Information.

<http://www.oracle.com/us/corporate/contracts/data-processing-agreement-011218-4261005.pdf>

Oracle Services Privacy Policy

The Oracle privacy policy applicable to the Hosting Services is set out at the following link:

<https://www.oracle.com/legal/privacy/services-privacy-policy.html>

Oracle Cloud Hosting and Delivery Policies <https://www.oracle.com/assets/ocloud-hosting-delivery-policies-3089853.pdf>

The Oracle Service descriptions – security

Oracle's applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management are available the following link:

<https://www.oracle.com/assets/corporate-security-practices-4490843.pdf>

The foregoing information, including the links to such information, may be changed from time to time therefore Customer is responsible for reviewing such information periodically.

C. Standards

Details regarding Oracle's standards compliance for the Hosting Services may be viewed at the following link: <https://www.oracle.com/ca-en/cloud/cloud-infrastructure-compliance/>

Schedule "H-3"

END-USER LICENSE AGREEMENT (Embedded)

This End-User License Agreement (this "Agreement") is entered into as of the date of execution of the PROFESSIONALSERVICES AGREEMENTSOFTWARE NO. RFP 21-R00117/PH (**hereinafter, "Master Agreement"**) to which this EULA is appended as part of Schedule "C" (the "Effective Date") by and between Systems and Software, Inc., ("S&S"), and Hernando County ("Customer").

RECITALS

S&S is a distributor of certain Oracle software offerings that Customer has agreed to license ("Programs"). Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on Attachment "A", "B", and "C" (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

TERMS AND CONDITIONS

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. "Documentation" means the Program's standard user manual made available by S&S from time to time.
- 1.2. "EnQuesta" means the proprietary software of S&S in which the Programs are embedded.
- 1.3. "Oracle Terms" means the Oracle terms and conditions set out in Attachment "B", and as such terms and conditions may be revised from time to time.
- 1.4. "Programs" means the software offerings owned or distributed by Oracle (including Program documentation and any program updates acquired through technical support) and distributed by S&S that are set out in the Order Form included as Attachment "A".
- 1.5. "Oracle" means Oracle America, Inc.
- 1.6. "Specifications" means Oracle's standard specifications for the Programs set forth in its then-current Documentation.
- 1.7. "Term" is defined in Section 9.1 below.
- 1.8. "Upgrade" means a new versions, updates, or upgrades of the Programs, in object code format.

2. LICENSES & DELIVERY.

- 2.1. License. S&S hereby grants Customer a nonexclusive license to use the Programs during the Term, provided Customer complies with the restrictions set forth in Section 2.2 below.
- 2.2. Restrictions on Program Rights. Copies of the Programs created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Programs itself.

Furthermore, Customer receives no rights to the Programs other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Programs; (b) use the Programs for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Programs; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Program's source code.

- 2.3. Oracle Terms. In addition to the restrictions set out in Section 2.2 above, Customer shall comply with the Oracle Terms, which Customer acknowledges are integrated into and form part of this Agreement. If any of the terms and conditions of S&S's agreement with Oracle are modified by Oracle, S&S may modify the terms and conditions of this Agreement effective immediately upon written notice to Organization, subject to the right of Organization to terminate set out in this Section 9.
- 2.4. Documentation: Customer may reproduce the Documentation as reasonably necessary to support internal use of the Programs.
- 2.5. Delivery. S&S shall provide the Programs to Customer as embedded software within enQuesta.

FEES & REIMBURSEMENT.

- 2.6. Fees. Customer shall pay S&S as set out in Attachment "C":
- 2.7. Invoices. Payment against all invoices will be due within 30 days thereof.
- 2.8. Fees for Renewed Terms. S&S may increase the License Fee by any amount as determined by S&S or Oracle.
- 2.9. Taxes. Amounts due under this Agreement are payable to S&S without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value added tax withheld at the source. If applicable law requires withholding or deduction of such taxes or duties, Customer shall separately pay S&S the withheld or deducted amount. However, the prior two sentences do not apply to taxes based on S&S's net income.

3. IP & FEEDBACK.

- 3.1. IP Rights in the Programs. S&S and Oracle retain all rights, title, and interest in and to the Documentation and Programs, including without limitation Upgrades, except to the extent of the limited licenses specifically set forth in Sections 2.1 (*Licenses*), and 2.3 (*Documentation*). Customer recognizes that the Programs and its components are protected by copyright and other laws.
- 3.2. Feedback. Customer hereby grants S&S and Oracle a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Customer communicates to S&S and Oracle during the Term, without compensation, without any obligation to report on such use, and without any other restriction. S&S and Oracle's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Section 4 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Vendor's products or services, including without limitation all intellectual property rights in any such suggestion or idea.)

4. CONFIDENTIAL INFORMATION.

- 4.1. Confidential Information Defined. "Confidential Information" refers to any information Oracle and/or S&S discloses to the Customer. Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of the Customer;

(b) was in the Customer's lawful possession prior to the disclosure and had not been obtained by the Customer either directly or indirectly from S&S or Oracle; (c) is lawfully disclosed to the Customer by a third party without restriction on the disclosure; or (d) is independently developed by the Customer.

- 4.2. Nondisclosure. Customer shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "Purpose"). Customer: (a) shall not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Section 4; and (b) shall not disclose Confidential Information to any other third party without S&S or Oracle's prior written consent. Without limiting the generality of the foregoing, Customer shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer shall promptly notify S&S of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give S&S and Oracle prompt notice of any such legal or governmental demand and reasonably cooperate with S&S and Oracle in any effort to seek a protective order or otherwise to contest such required disclosure, at S&S and Oracle's expense.
- 4.3. Injunction. Recipient agrees that breach of this Section 4 would cause S&S and Oracle irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, S&S and Oracle will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 4.4. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 4.2 above (Nondisclosure) will terminate 10 years after the date of disclosure; provided that such obligations related to Confidential Information constituting S&S and Oracle's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer shall return all copies of Confidential Information to S&S or Oracle or certify, in writing, the destruction thereof.
- 4.5. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. S&S and Oracle will retain all right, title, and interest in and to all Confidential Information.
- 4.6. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), Customer is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
- (a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

5. PROGRAMS AUDIT. S&S or Oracle may audit Customer's use of the Programs at any time Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of the Programs. Such audit shall not unreasonably interfere with Customer's business activities. If S&S or Oracle discovers unauthorized use, reproduction, distribution, or other exploitation of the Programs, Customer shall reimburse S&S and Oracle

for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as S&S may have. For clarity, this Section 5 shall survive the termination of this Agreement. 6. REPRESENTATIONS & WARRANTIES.

From S&S:

6.1. S&S warrants that the Programs will operate in all material respects as described in the applicable Program documentation for 30 days from implementation (i.e., via physical shipment or electronic download). Customer must notify S&S of any Program warranty deficiency related to the Programs within 30 days from delivery. S&S also warrants that services will be provided in a professional manner consistent with industry standards. Customer must notify S&S of any services warranty deficiencies related to services provided to the Customer within 30 days from performance of the deficient services. S&S DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED

OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

6.2. FOR ANY BREACH OF THE ABOVE WARRANTIES, CUSTOMER'S EXCLUSIVE REMEDY AND S&S'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF S&S CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER AND THE CUSTOMER ENDS THE PROGRAM LICENSE, CUSTOMER MAY RECOVER THE FEES CUSTOMER PAID TO S&S FOR THE PROGRAM LICENSE DISTRIBUTED TO THE CUSTOMER AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES CUSTOMER HAS PAID FOR THE PROGRAM LICENSE DISTRIBUTED TO CUSTOMER; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY S&S; OR, IF S&S CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER AND THE CUSTOMER ENDS THOSE SERVICES, CUSTOMER MAY RECOVER THE FEES CUSTOMER PAID TO S&S FOR THE DEFICIENT SERVICES PROVIDED BY S&S TO THE CUSTOMER.

6.3. THE PROVISION OF ANY EDUCATIONAL AND TRAINING OFFERINGS WHICH MAY BE PERMITTED BY ORACLE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

From Both Parties:

6.4. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

6.5. Warranty Disclaimers. Except for the express warranties in Sections 6.1, 6.2, 6.3, and 6.3 above, S&S MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. S&S does not warrant that the Programs will perform without error or that it will run without immaterial interruption. S&S provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Programs made by anyone other than S&S or Oracle, unless S&S or Oracle approves such modification in writing; or (b) use of the Programs in combination with any operating system not authorized in the Specifications or Documentation or with hardware or Programs specifically forbidden by the Specifications or Documentation.

7. INDEMNIFICATION.

7.1. If a third party makes a claim against Customer that any Program infringes their intellectual property rights based on the distribution of the Programs in accordance with the terms of this Agreement, S&S, at its sole cost and expense, will defend Customer against the claim and indemnify Customer from the damages, liabilities,

costs and expenses finally awarded by the court to the third party claiming infringement or the settlement agreed to by S&S, if Customer does the following:

- a) notify S&S promptly in writing, not later than 10 days after Customer receives notice of the claim (or sooner if required by applicable law);
- b) give S&S and Oracle sole control of the defense and any settlement negotiations; and
- c) give S&S and Oracle the information, authority, and reasonable assistance S&S and Oracle needs to defend against or settle the claim.
- d) does not give any admissions or enter into any settlement negotiations either prior to or after providing notice to S&S of the applicable claim except with S&S's prior written consent

7.2. If S&S believes or it is determined that any of the Programs may have violated a third party's intellectual property rights, S&S may choose to either modify the Programs to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable,

S&S may end the license for the applicable Programs and refund any fees Customer may have paid to S&S and Oracle for it and any unused, prepaid technical support fees Customer have paid to S&S and Oracle for the applicable product. Notwithstanding the preceding sentence and with respect to hardware only (excluding the operating system, integrated Programs, and integrated Programs options), if S&S believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, S&S may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, S&S may remove the applicable hardware (or portion thereof) and refund the net book value.

7.3. S&S will not indemnify Customer if Customer alters the Programs or if Customer uses the Programs for purposes outside the scope of use identified in the user documentation or if Customer uses a version of the Programs which has been superseded, if the infringement claim could have been avoided by distributing or using an unaltered current version of the Programs which was provided to Customer. S&S will not indemnify Customer to the extent an infringement claim is based upon any Programs not provided by S&S. S&S will not indemnify Customer to the extent that an infringement claim is based upon the combination of any Programs with any products or services not provided by S&S. S&S will not indemnify Customer for infringement caused Customer's actions against any third party if the Programs as delivered to Customer in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. S&S will not indemnify Customer for any infringement claim that is based on: (1) a patent that Customer was made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) Customer's actions prior to the effective date of this Agreement. If a third party makes a claim against S&S or Oracle that any Programs, when used in combination with any product or services used by Customer, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the Programs, Customer will indemnify S&S and Oracle. This section provides Customer's exclusive remedy for any infringement claims or damages.

8. LIMITATION OF LIABILITY.

8.1. Dollar Cap. S&S AND ORACLE'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO S&S UNDER THIS AGREEMENT DURING THE THENCURRENT TERM (AND IN NO EVENT BEING GREATER THAN TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM).

8.2. Excluded Damages. IN NO EVENT WILL S&S OR ORACLE BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 8 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c)

EVEN IF S&S IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 8, S&S and Oracle's liability will be limited to the maximum extent permissible. For the avoidance of doubt, S&S and Oracle's liability limits and other rights set forth in this Section 8 apply likewise to S&S's and Oracle's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

9. Term & Termination.

9.1. Term. This Agreement will remain in effect for 1 year from the Effective Date (the "Term"). Thereafter, the Term will renew for successive 1 year periods, unless either party refuses such renewal by written notice 30 or more days before the end of the current Term

9.2. Termination. Customer acknowledges that the availability of the Programs are based solely on the best information available to S&S as of the Effective Date (including third party representations and government regulations) and is subject to change during the Term with little or no advance notice. If the Programs are determined by S&S to be unavailable as

a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of S&S's control, then (a) S&S shall not be in breach hereof or otherwise liable for any failure or inability to provide the Programs as a result of unavailability from Oracle; and (b) S&S may terminate this Agreement pursuant to this Section 9.

If any modification, change or replacement of the Program includes a material price increase or impairs Customer's ability to utilize the Program in substantially the same manner as it was utilized prior to the modification, change or replacement, either party may terminate this Agreement by providing written notice to the other party on 30 days written notice.

9.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Programs and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 2.2 (*Restrictions on Program Rights*) 3 (*IP & Feedback*), 4 (*Confidential Information*), 5 (*Programs Audit*), 6.5 (*Warranty Disclaimers*), 7 (*Indemnification*), and 8 (*Limitation of Liability*); and any other provision of this Agreement that must survive to fulfill its essential purpose.

10. MISCELLANEOUS.

10.1. Unilateral Right to Modify Agreement. Customer acknowledges that the terms and conditions governing the Programs is based on S&S's agreement with Oracle as of the Effective Date (including third party representations and government regulations) and is subject to change during the Term with little or no advance notice. S&S may, from time to time, give Customer written notice of amendment to this Agreement. Any such amendment will automatically become effective as specified in the notice.

- 10.2. **Conflicts.** The Oracle Terms are attached to this Agreement as Attachment "B". In the event of a conflict between the terms of this Agreement and Attachment "B", the terms in Attachment "B" will govern.
- 10.3. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.4. **Notices.** Notices pursuant to this Agreement shall be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. For S&S: _____. For Customer: _____.
- 10.5. **Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, epidemics, hurricanes, earthquakes, other acts of God or of nature, shelter-in-place or other governmental orders, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 10.6. **Assignment & Successors.** Customer may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 10.6, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 10.7. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.8. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 10.9. **U.S. Government Restricted Rights.** The Programs and Documentation are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer Programs and commercial computer Programs documentation, as those terms are used in 48 CFR 12.212. If the Programs or Documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Programs and Documentation are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include, without limitation, any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Programs or Documentation. This Section 10.9 does not grant Customer any rights not specifically set forth in this Agreement.
- 10.10. **Choice of Law & Jurisdiction:** This Agreement will be governed solely by the internal laws of the State of California, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of San Francisco or Santa Clara Counties. This Section 10.10 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 10.11. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

- 10.12. Technology Export. Customer shall not: (a) permit any third party to access or use the Programs in violation of any U.S. law or regulation; or (b) export the Programs or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Programs in, or export it to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 10.13. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 10.14. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 10.15. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

CUSTOMER

S&S

By: _____
(signature)

By:  _____
(signature)

Name: _____
(print)

Name: TODD RICHARDSON _____
(print)

Title: _____

Title: CFD _____

Date: _____

Date: March 19, 2024 _____

ATTACHMENT "A" Embedded Software License Application Package Registration Form

Attachment "B"

Oracle Terms

The required terms set forth below are subject to change at Oracle's discretion upon 30 days notice. The Customer acknowledges:

- (1) the Programs and/or hardware that are subject to this Agreement are limited to the Customer and no other legal entity.
- (2) the use of the Programs are limited to the internal business operations of the Customer. Customer may allow agents or contractors (including, without limitation, outsourcers) to use the Programs on the Customer's behalf for the purposes of this Agreement, subject to the terms of this Agreement, provided that Customer is responsible for the agent's, contractor's and outsourcer's compliance with the Agreement in such use.
- (3) the operating system delivered with the hardware is restricted to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.
- (4) the integrated Programs and integrated Programs options must be used in accordance with the terms of the Agreement and the hardware documentation and only as incorporated in, and as part, of the hardware.
- (5) ancillary programs are those third party materials specified in the Program documentation which may only be used for the purposes of installing or operating the Programs with which the ancillary programs are delivered.
- (6) Oracle or its licensors retain all ownership in the intellectual property rights to the Programs, operating system, integrated Programs, and integrated Programs options.
- (7) third party technology that may be appropriate or necessary for use with some Oracle Programs and/or hardware is specified in the Program documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to the Customer under the terms of the third party technology license agreement specified in the Program documentation, readme files, notice files, installation details and/or hardware documentation and not under the terms of this Agreement.
- (8) the hardware, integrated Programs, and integrated Programs options are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware, integrated Programs, or integrated Programs options for these purposes.
- (9) the Customer is prohibited from assigning, giving, or transferring the Programs, operating system, integrated Programs, integrated Programs options, and/or any services ordered or an interest in them to another individual or entity (in the event the Customer grants a security interest in the Programs, operating system, integrated

Programs, integrated Programs options, and/or any services, the secured party has no right to use or transfer the Programs, operating system, integrated Programs, integrated Programs options, and/or any services). If the Customer decides to finance its acquisition of the Programs, hardware and/or any services, the Customer must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.

- (10) the Agreement prohibits (a) use of the Programs for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any Program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; and (c) making the Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license); and (d) title to the Programs, operating system, integrated Programs, or integrated Programs options from passing to the Customer or any other party.
- (11) the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by Programs), operating system, integrated Programs, or integrated Programs options is prohibited. The duplication of the Programs, operating system, integrated Programs, or integrated Programs options is prohibited, except for a sufficient number of copies for the Customer's licensed use and one copy of each Program media.
- (12) The use of any additional software that Oracle may include with the Programs and/or hardware ordered for trial, non-production purposes only is restricted. The Customer may not use such additional software included with an order to provide training or attend training provided by S&S or a third party on the content and/or functionality of the software. The Customer has 30 days from the delivery date to evaluate the additional software, subject to the terms of the Agreement. If the Customer decides to use any additional software after the 30 day trial period, the Customer must obtain a license for such software from S&S. If the Customer decides not to obtain a license for the additional software after the 30 day trial period, the Customer will cease using and will delete any such software from the Customer's computer systems. Additional software included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for the software.
- (13) technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. The Customer acknowledges that Oracle's technical support policies are incorporated into the Agreement by reference. If the Customer decides not to purchase technical support at the time of the license and/or hardware then the Customer will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the Customer decides to purchase support at a later date.
- (14) any third party firms retained by the Customer to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.
- (15) some Programs, operating system, integrated software, or integrated software options may include source code that Oracle may provide as part of its standard shipment of such Programs, operating system, integrated software, or integrated software options which source code shall be governed by the terms of this Agreement.
- (16) hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <http://www.oracle.com/support/policies.html>.
- (17) to the extent not prohibited by applicable law, Oracle will have no liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Programs and/or hardware.

- (18) at the termination of the Agreement, the Customer shall discontinue use and destroy or return to S&S all copies of the Programs and documentation.
- (19) publication of any results of benchmark tests run on the Programs and/or hardware is prohibited.
- (20) The Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- (21) Oracle is not required to perform any obligations or incur any liability not previously agreed to between S&S and Oracle.
- (22) S&S may, at any time audit the Customer's use of the Programs. The Customer is required to provide reasonable assistance and access to information in the course of such audit and S&S is permitted to report the audit results to Oracle. At S&S's sole discretion, S&S may assign the right to audit the Customer's use of the Programs to Oracle. Oracle and S&S shall not be responsible for any of Customer's costs incurred in cooperating with the audit.
- (23) the Customer has not relied on the future availability of any hardware, Programs or updates in entering into the Agreement; however, (a) if the Customer orders technical support from Oracle, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to Customer for any Program licensed under this Agreement, per the terms of this Agreement.
- (24) Oracle is a third party beneficiary of this Agreement.
- (25) the application of the Uniform Computer Information Transactions Act is excluded from this Agreement.
- (26) If a third party makes a claim against the Customer that any (i) hardware (excluding the operating system, integrated Programs or integrated Programs options); or (ii) Programs ((i) and (ii) collectively referred to as the "indemnified material"); infringes their intellectual property rights based on the Customer's use of the indemnified material (as applicable), Customer must notify S&S within 10 days after Customer receives notice of the claim (or sooner if required by applicable law). Customer must give S&S sole control of the defense and any settlement negotiations; and give S&S the information, authority, and reasonable assistance S&S needs to defend against or settle the claim.
- (27) this Agreement prohibits: (a) the transfer of the Programs except for temporary transfer in the event of computer malfunction if the Programs are embedded in a physical device and (b) the Customer from assigning, giving, or transferring the Programs and/or any services ordered or an interest in them to another individual or entity (in the event the Customer grants a security interest in the Programs and/or any services, the secured party has no right to use or transfer the Programs and/or any services).
- (28) the Programs are subject to a restricted license and can only be used pursuant to the terms of this Agreement and that the Customer is not permitted to modify the Programs.
- (29) third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the documentation and that such third party technology is licensed to the Customer only for use with the Programs under the terms of the third party license agreement specified in the documentation.