BILL NO. S-24-01-12

ORDINANCE NO. R-_____

AN ORDINANCE approving the Statement of work, Master Services Agreement and license maintenance needed for the software upgrade and migration to a managed cloud implementation at a total cost of $626,610.52 from and through N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division) by City Utilities of Fort Wayne, Indiana.

WHEREAS, the liability and cost of managing critical computing systems on premise has exceeded the cost of cloud hosted solutions,

WHEREAS, the City of Fort Wayne and Allen County, and City Utilities are relocating infrastructure from its existing single on-premises location to two geographically distributed locations: one as the main site, and one as a mirror (duplicate site) this cloud based solution offers significant cost avoidance in infrastructure and maintenance, as well as greater resilience and availability,

WHEREAS, the upgraded software offers greater functionality that will result in gained efficiencies in customer communications management, work management, and billing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

      SECTION 1. That the approval of the statement of work, Master Services Agreement and license maintenance needed for the software upgrade and migration to a managed cloud implementation at a total cos to the city of $626,610.52 is hereby approved in all respects.

      SECTION 2. That the City is authorized and directed to take all action necessary for the purchase of the Statement of Work and MSA by and through N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division).

      SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

_____
Member of Council

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

Master
Subscription Agreement

N. Harris Computer Corporation
1 Antares Drive, Suite 400
Ottawa, Ontario Canada, K2E 8C4

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MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (the "Agreement") made as of <mark>the ___day of___,_____</mark>(the "Effective Date").

BETWEEN: N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division) ("**Harris**")

                                             - and -

                           City of Fort Wayne, Indiana ("**Organization**")

       WHEREAS, Harris wishes to grant to the Organization a license to utilize certain Software Services consisting of the right to use the Software (as defined herein) as hosted by Harris on behalf of Organization in a dedicated third party hosting environment on a subscription basis, as further defined hereinafter, and Organization wishes to purchase such a license to utilize such Software as a Service ("SaaS") on an ongoing basis;

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

<div align="center">

ARTICLE I: INTERPRETATION

</div>

Section 1.1   <u>Definitions</u>

1.1.1   "**Annual Subscription Fees**" means annual subscription fees for Software Services licensed on a subscription basis as set out in Schedule "A" to this Agreement.
1.1.2   "**Change Order**" means a duly executed change order between the Organization and Harris evidencing their agreement to add, subtract or change particular aspects of the Services, the Professional Services or Support Services.
1.1.3   "**Concurrent Users**" means the total number of Users who can simultaneously access the Software at any one time as specified in Schedule "A".
1.1.4   "**Completion of Services**" means that the Software is operational and performing in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominant business system.
1.1.5   **"Confidential Information"** means the Software, Sublicensed Software, and all information or material that is confidential in nature or that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic, or electronic form, and 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. Confidential Information of Harris shall include, without limitation, the Software Services, and any information with respect to the Software Services that Harris or its third-party service provider may provide to Organization which constitutes a proprietary trade secret of Harris's, including, without limitation, non-public information relating to Harris's facilities, computer systems, and products.

1.1.6 **"Customer Engagement Portal Terms"** means the terms and conditions for the Infinity Customer Engagement Portal to be entered into between Organization and its customers as set out at www.cityofforrtwayne.org containing terms and conditions that are at least as protective of Harris, and its service providers and their rights in and to the Hosting Services as the terms and conditions of this Master Subscription Agreement and which must contain the Hosted Portal Minimum Terms.

1.1.7 **"Data"** means all data, including without limitation all text, sound, video, or image files, and software, that are owned by Organization and provided by or on behalf of Organization to Harris or its service provider and all other content transmitted, posted, received or created through Organization's or its customers' use of the Services, the Software or the Sublicensed Software. Data does not include Professional Services Data.

1.1.8 **"DPA"** shall have the meaning set out in Schedule "D" to this Agreement.

1.1.9 **"Data Protection Requirements"** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information.

1.1.10 "**Data Storage Fees**" means the fees associated with the storage of Data by Harris on behalf of the Organization as set out in Schedule "A" to this Agreement.

1.1.11 "**Data Export Limit**" means the amount of Data that may be exported or downloaded by Organization from the Services as specified in Schedule "A" to this Agreement.

1.1.12 "**Data Storage Limit**" means the amount of Data storage purchased by Organization as specified in Schedule "A" to this Agreement.

1.1.13 **"Data Export Fees"** means the fees associated with the export or download of Data from Harris by Organization as set out Schedule "A" to this Agreement.

1.1.14 **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Infinity CIS Software regardless of the media on which it is provided. Documentation specifically excludes any materials pertaining to Third Party Software.

1.1.15 "**Fees**" means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in the SOW.

1.1.16 **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.1.17 "**Hosted Portal Minimum Terms**" means the following Sections of this Agreement: Sections 1.1.3, 2.3, 2.4.1, 2.4.2, 3.2.2., 3.5.2, the terms of Section 5.2 as modified to remove the words "except for the express limited warranties set out in Section 5.1", Section 8.1, and the following language; "TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS LICENSORS,

SERVICE PROVIDERS, AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING FOR LOSS OF REVENUE, LOST OR DAMAGED DATA OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE INFINITY CEP, WHETHER IN CONTRACT OR IN TORT (INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY".

1.1.18 **"Infinity Customer Engagement Portal" or "Infinity CEP"** means the Silverblaze self-service customer engagement portal that forms part of the Infinity CEP Software which can be configured by the User authorized by the Organization to perform administrative level functions to allow customers of Organization access via the Internet to check account details and log requests for service.

1.1.19 "**Infinity CEP Documentation**" means the user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding Infinity CEP regardless of the media on which it is provided.

1.1.20 "**Infinity CEP Software**" or "**Silverblaze Software**" means the object code version of the Silverblaze software products listed in Schedule "A" and includes any Updates or Upgrades to the Silverblaze Software that have been provided to Organization as part of Support and Maintenance Services.

1.1.21 **"Infinity CIS Software" or "Infinity CIS"** means the object code version of the Harris customer information system software product listed in Schedule "A" and includes any Update(s) or Upgrade(s) to the Infinity CIS that have been provided to Organization.

1.1.22 **"Infinity FWM Documentation"** means the user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding Infinity FWM regardless of the media on which it is provided.

1.1.23 "**Infinity FWM Software**" or "**Infinity FWM**" means the object code version of the Harris field workforce management software known as Infinity FWM listed in Schedule "A" and includes any Updates or Upgrades to the Infinity FWM that have been provided to Organization as part of Support and Maintenance Services.

1.1.24 **"Local EU/EEA Data Protection Laws"** means any subordinate legislation and regulation implementing the GDPR.

1.1.25 "**License**" means the license rights granted to the Organization pursuant to Article II hereof.

1.1.26 "**Maximum Accounts**" means the maximum number of accounts for which Organization is authorized to use the Infinity CIS Software and Infinity FWM Software as specified in Schedule "A", with an account being identified as a discrete address.

1.1.27 "**Maximum Meters**" means the maximum number of meters with which Organization is authorized to use the Infinity CEP Software as specified in Schedule "A".

1.1.28 "**Named Users**" means those specific individuals who have been specifically named in a written document approved by Harris, such approval not to be unreasonably withheld, as such document may be amended from time to time upon prior written approval of Harris.

1.1.29 "**Personal Information**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.1.30 "**Professional Service(s)**" means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described in Section 3.1 and Schedule "A" to this Agreement.

1.1.31 "**Professional Services Data**" means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Services) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Harris or Organization to obtain Professional Services. Professional Services Data includes Support Data.

1.1.32 "**Professional Services Fees**" means the Professional Service(s) fees set out in a Statement of Work to be paid by Organization for the Professional Services.

1.1.33 "**Release**" means an Update and an Upgrade.

1.1.34 "**Services**" and "**Software Services**" each means the web-based service(s) to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software and if applicable, the Sublicensed Software at a site owned or controlled by Harris's service providers and the delivery of exclusive access via the Internet to Organization to use the Software and if applicable the Sublicensed Software granted to Organization pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services subject to the Data Storage Limit and Data Export Limit.

1.1.35 "**Service Generated Data**" means data generated or derived by Microsoft through the operation of the Services. Service Generated Data does not include Data, Diagnostic Data, or Professional Services Data.

1.1.36 "**Silverblaze**" means the Silverblaze business unit of Harris.

1.1.37 "**Software**" means the Harris software products that are listed in Schedule "A" comprised of any one or all of the following software products: Infinity CIS, Infinity FWM, and the Infinity CEP Software and includes any Update(s) or Upgrade(s) to such Harris software products that have been provided to Organization. Third Party Components and Sublicensed Software are not included in the definition of Software.

1.1.38 "**SOW**" or "**Statement of Work**" means a written statement of work executed by an authorized representative of each of the parties which (a) may be attached to this Agreement as Schedule "B" or (b) in the form attached as Schedule "B" and which references this Agreement.

1.1.39 "**Sublicensed Documentation**" means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Sublicensed Software regardless of the media on which it is provided.

1.1.40 "**Sublicensed Software**" means the object code version of the software product listed in Schedule "A" (and identified as Sublicensed Software in Schedule "A" or such subsequent product name adopted by Harris and identified to Organization in a written notice from Harris) and includes any Updates or Upgrades to the Sublicensed Software that have been provided to Organization as part of Support and Maintenance Services.

1.1.41 "**Support Data**" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Services)) through the provision of any support services for the Services. Personal Information provided to Microsoft by, or on behalf of, Organization in connection with the provision of technical support is also Support Data. Support Data is a subset of Professional Services Data.

1.1.42 "**Support Services**" means those support services to be provided by the Harris Support team as further described in Schedule "E" to this Agreement.

1.1.43 **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Organization as part of the Services or the Software as well as any Third Party Components that is required to be obtained by Organization directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Harris in accordance with the terms of this Agreement).

1.1.44 **"Third Party Software"** means any third-party software product (including any related materials, information and documents) licensed to Organization by the applicable licensors as listed in Schedule "A." The terms and conditions for the Third Party Software are listed in Schedule "F". 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 "A" shall be amended to add any such third-party software and it shall be deemed "Third Party Software" for the purposes of this Agreement and Schedule "F" shall be amended to include additional Third Party Terms as applicable.

1.1.45 "**Third Party Terms**" means the terms and conditions that apply to licensing or access and use of the Third Party Software that are either listed or included in Schedule "F" and as such terms and conditions may be revised from time to time.

1.1.46 "**Universal License Terms**" shall have the meaning set out in Schedule "D".

1.1.47 **"Update"** means any published changes, additions or corrections to the applicable software that primarily include a minor modification or enhancement to the software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

1.1.48 **"Upgrade"** is a major overhaul of the applicable 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 typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

1.1.49 **"User"** means any employee of Organization or any of Organization's agents who are authorized by Organization in writing to access and use the Services.

Section 1.2 <u>Currency</u>

All references to currency in this Agreement and the related Schedules refer to U.S. Dollars.

Section 1.3 <u>Schedules</u>

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement and are incorporated herein by reference:

- Schedule "A" Software Description
  - o Fees & Payment Schedule
- Schedule "B" – Statement of Work ("SOW")
- Schedule "C" – Third Party Components Terms and Conditions

- Schedule "D" – Services Availability and Support Services
- Schedule "E" – Third Party Terms
- Schedule "F" – Sample Change Order

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in Schedules "A", "B", and "D", the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency. In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in Schedules "C" or "E", the terms and conditions of Schedule "C" or "E", as applicable, shall control.

ARTICLE II: SOFTWARE LICENSES

Section 2.1   Grant of Licenses

2.1.1   **General License**. The parties agree that execution of the Statement of Work detailing Harris's installation and implementation services for the Software and, if listed in Schedule "A", the Sublicensed Software, is a condition precedent to the effectiveness of this Agreement and that the Statement of Work shall be entered into no later than contemporaneously with the execution of this Agreement. Subject to the terms and conditions of this Agreement, including, without limitation, payment by Organization of all Fees, Harris hereby grants to Organization a personal, non-exclusive, non-transferable limited right during the Term:

(a) to allow the maximum number of Concurrent Users to access and use the Infinity CIS Software as part of the Services up to the Maximum Meters on an annual subscription basis and in accordance with the Documentation solely for Organization's internal business purposes;

(b) to allow the Users to access and use the Infinity CEP Software as part of the Services up to the Maximum Meters on an annual subscription basis and in accordance with the Documentation solely for Organization's internal business purposes;

(c) to allow the maximum number of Named Users specified in Schedule "A" to access and use the Infinity FWM and Sublicensed Software, up to the Maximum Accounts, as applicable, as part of the Services on an annual subscription basis and in accordance with the Infinity FWM Documentation and Sublicensed Documentation, as applicable, solely for Organization's internal business purposes;

(d) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services;

(e) if the Infinity CEP Software is listed in Schedule "A", to authorize Organization's customers to access and use the Software Services for the limited purpose of accessing and using the Infinity Customer Engagement Portal provided that such customers agree to be bound by the Customer Engagement Portal Terms; and

(f) to use, and copy the Infinity CEP Documentation, Infinity FWM Documentation, and Sublicensed Documentation for Organization's internal business purposes, provided that Organization shall reproduce and include any copyright, trade secret notices and other proprietary markings are retained on any such copies.

2.1.2   As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software, Sublicensed Software, and Services not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

2.1.3   Organization acknowledges and agrees that any breach of this Agreement by its Users shall constitute a breach by Organization.

2.1.4   **Infinity Customer Engagement Portal**.   In the event that Organization decides to configure the Infinity CEP Software to enable access to the Infinity Customer Engagement Portal by Organization's customers, Organization shall comply with all laws, rules and regulations applicable to the use of the Infinity Customer Engagement Portal including, without limitation, those laws regarding privacy and data security. Without limiting the generality of the foregoing, Organization shall:

> (i) be solely responsible for ensuring appropriate security and privacy measures are put in place to secure the Infinity Customer Engagement Portal from unauthorized access and use including without limitation requiring all customers to set up a password and login in order to access the Infinity Customer Engagement Portal and shall require all such customers to keep such password information confidential and secure;

> (ii) limit access by each customer of Organization solely to information regarding the particular customer's accounts; and

> (iii) ensure that all credentials used by customers of Organization to access the Infinity Customer Engagement Portal are time limited and will expire when no longer reasonably necessary.

2.1.5   **Publication of Data**. Organization assumes all risks associated with enabling access to the Infinity Customer Engagement Portal to third parties and to the use of web enabled access to the Infinity CEP Software, whether such access is made available from within Organization's firewall or via the Internet. Organization agrees to defend, indemnify and hold harmless Harris, its licensors, service providers, affiliates and each of their respective officers, directors, employees, and agents (the "**Indemnities**") from and against all losses, costs, damages, liabilities, and expenses (including reasonable attorney's fees) incurred by the Indemnities in any claim, action, suit or proceeding arising out of or in connection with the use of the Infinity Customer Engagement Portal, web based features or portions of the Infinity CEP Software, and the publication, display and use of the information and data described and/or contained on the Infinity Customer Engagement Portal, web based features or portions of the Infinity CEP Software, or such website, including but not limited to any claim with respect to any improper or incorrect use of the information or any defamatory, offensive, or other illegal conduct of users or third parties.

Section 2.2   Term of Agreement

This Agreement commences on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to Harris's then-current price structure and any modifications to the terms and conditions of this Agreement made by Harris upon written notice to Organization to reflect Harris's

then current version of this Agreement unless either party provides written notice to the other party of its intention not to renew at least one hundred and twenty (120) days prior to the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

Section 2.3   Restrictions on Use

2.3.1   Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software or Sublicensed Software for any purpose other than in connection with Organization's primary business or operations; (ii) use the Hosting Services in any way prohibited by law, governmental order or decree or to violate the rights of others; (iii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, Sublicensed Software, or Services, or otherwise attempt to reconstruct or discover the source code of the Software, Sublicensed Software, or Services, or attempt to otherwise convert or alter the Software, Sublicensed Software, or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation; (iv) modify or create derivative works of the Software or Sublicensed Software; (iv) give away, rent, lease, lend, or otherwise sell, re-sell, pledge, distribute or otherwise transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Harris; (v) use the Services to mine cryptocurrency without Harris's prior written approval, or to spam or distribute malware; or (vi) take any actions that would cause the Software, Sublicensed Software, or Services to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any use of the Software Services in violation of this Section 2.3. No third party, other than (a) duly authorized agents (including third-party contractors) or employees of Organization; and (b)Organization's customers accessing and using the Customer Engagement Portal, shall have access to or use of the Software Services unless Organization first receives the express consent or authorization of Harris.

2.3.2   The Software, Sublicensed Software and related materials supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software and Sublicensed Software may not be resold or licensed 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, Sublicensed Software and related materials supplied by Harris. Nothing herein shall prohibit Organization's employees, third-party agents and contractors of Organization, or Organization's customers from using the Software and Sublicensed Software pursuant to the terms of this Agreement in connection with Organization's business purposes.

2.3.4   Organization shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on Organization's own intranets or otherwise for Organization's own internal business purposes. Organization shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software or Sublicensed Software; or (iii) knowingly allow access to any competitor of Harris.

2.3.5   Organization shall not transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any

hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, or contains pornography or other images depicting sexual activity, including, without limitation in child pornography, bestiality, or non-consensual sex acts; (iii) infringes, misappropriates or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that is materially harmful to Harris or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and Organization shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

2.3.6   Organization shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Services that allow Organization to use it in certain ways, or disrupt or violate the security or integrity of any service, device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and Organization may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:

   i.   Monitoring or Crawling. Monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
   ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
   iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
   iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers.
   v.   Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.

2.3.7   Organization shall not use the Software Services in any situation where failure of the Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

2.3.8   Organization shall not provide the results of using the Software Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to a competitor of Harris.

2.3.9   Organization will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit; provided however that reasonable mitigation measures to reduce costs are not prohibited.

2.3.10 Organization shall not assist or encourage anyone to do any of the above.

2.3.11 Storage and retention of Data shall be for the time periods set forth in Schedule "A" of the Agreement (or as otherwise mutually agreed).

2.3.12 The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by Organization.

2.3.13 The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by Organization.

Section 2.4   Ownership of Software and Data and Related Terms and Conditions

2.4.1   **By Harris**. Harris, 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 Services, Software, Sublicensed Software, and related documentation, materials, logos, names and other support materials provided by said parties pursuant to the terms of this Agreement. Organization shall acquire no right whatsoever to all or any part of the Services, Software, Sublicensed Software, or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Harris, its service providers and its licensors reserve all rights not expressly granted to Organization. Organization 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. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, Sublicensed Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Services, Software, or Sublicensed Software ("**Feedback**"). Organization warrants that it will not provide Feedback that is subject to a license requiring Harris or Microsoft to license anything to third parties because Harris or Microsoft exercises any of the above rights in Organization's Feedback; and

2.4.2   **Organization Data**. As between Harris and Organization, Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Organization grants to Harris, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to access, use and otherwise process the Data and Professional Services Data for the purpose of performing the Services, and Professional Services respectively, and for Microsoft's legitimate business operations as detailed and limited in the DPA. Except as specified in this Agreement, Harris may not access the Data or Professional Services Data for any other purpose without the express written consent of Organization. Access to Data by any outside party shall only be in accordance with the terms of this Agreement, the DPA or where required by law. Organization agrees that this Agreement (including the DPA and Universal License Terms) along with the Documentation and Organization's use and configuration of features in the Services, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information. Organization agrees that this Agreement (including the DPA and Universal License Terms) along with any statement of work agreed between the parties, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information contained with the Data and Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending this Agreement set out hereinafter or the Statement of Work.

2.4.3   Organization grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile any and all Data with the customer data of other customers using the Services so long as such

aggregation or compilation omits any information that would enable the identification of Organization, its clients or any individual, company or organization ("**Aggregated Data**"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to access Data to provide feedback to Organization concerning its use of the Services. Organization likewise authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Services.

2.4.4   In addition to any other restrictions on Harris' use of the Data, both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Organization's request. Organization represents and warrants to Harris that to the best of Organization's knowledge, 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 or Sublicensed Software.

2.4.5   **Data and Privacy Policy of Organization**.

Organization represents and warrants to Harris that, to the best of Organization's knowledge:

 i.   Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Harris and/or its service providers from Organization is owned exclusively by Organization and that the Organization has full right and title to provide and share the Data, Professional Services Data and Personal Information to Harris and its service providers;

ii.   Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data, Professional Services Data and Personal Information collected, used, transferred, created or disclosed pursuant to this Agreement; and

iii.   Organization will not provide Harris or its service providers with data or Personal Information of any kind for which Harris or its service providers either have no need or do not have the right to collect, use and store under the terms of this Agreement.

2.4.6.   **Data Location**. As of the Effective Date, Harris's third-party service provider of the Software hosting services is Microsoft® and Harris uses Microsoft's Azure® online services to host the Software and if applicable, the Sublicensed Software. To the extent permitted by applicable law and except as described in the Universal License Terms and the DPA, Data, Professional Services Data and Personal Information that Microsoft processes.

2.4.7.   **Access to Data; Subcontracting**. Subject to Section 3.6, at all times during the Term, Organization will have the ability to request a copy of, and/or delete Data stored in the Services. Harris' service provider may engage third parties to provide certain services on its behalf and Organization consents to the engagement of such third parties as subprocessors, which shall constitute Organization's prior written consent to the subcontracting by Harris and its service provider of the processing of Data, Professional

Services Data and Personal Information if such consent is required under the GDPR or other applicable law.

Section 2.5   Ownership and Disposition of Documents

2.5.1   The parties agree that no materials or documents are being created for Organization by Harris under this Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.

2.5.2   Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6   Third Party Components

2.6.1   Organization acknowledges that in order to provide the Services, Harris may be required to purchase access to Third Party Components. Organization agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Schedule "D" to this Agreement. Organization further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris 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 actually unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris's control, Harris shall immediately notify Organization once Harris becomes aware of the unavailability and shall modify, change or replace the applicable Third Party Components or otherwise undertake commercially reasonable efforts to mitigate the impact of the such unavailability of Third Party Components on Organization's use of the Services. Provided Harris complies with the foregoing requirements, then Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components, but the Organization may, in its discretion, terminate this Agreement or the applicable Services as set out in Section 8.2.5. If any of the terms and conditions of Harris's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Harris 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 Section 8.2.5.

2.6.2   Harris currently uses specific service provider(s) identified in Section 2.4.6 or on SOW's that act(s) both as a hosting facility and provides additional third-party software support to Harris. Without limiting Harris' rights set out in Section 2.6.1, Organization acknowledges that Harris may change the third-party service provider(s) at any time with notice to the Organization. The Organization further acknowledges that the third-party service provider may require that the Organization agree to certain additional terms in order for Harris to allow Organization and its Users to have access to the Software and, if applicable, Sublicensed Software on the third-party provider's hosting platform. If Organization objects to such additional terms, Organization may terminate the Agreement or the applicable Services as provided in Section 8.2.5. Harris may, from time to time, alter the hosting facility service provider by providing notice to the Organization. Where a different third-party provider provides such services

then alternate policies and terms will apply to Organization's use of the Software Services which terms the Organization will need agree with as a condition precedent of using the Software Services from a time provided by Harris to the Organization. Lastly, if the Organization requires information related to the third-party provider's capabilities, accreditations, and other information regarding a third-party provider, the Organization must request such information directly from Harris. Harris will make diligent efforts to request that the third party provider provide such information for the Organization but ultimately, Harris is not obligated to provide any such information to the Organization either (i) where the third party provider refuses to provide the information to Harris or (ii) where the Organization refuses to agree to terms that the third party provider has requested from the Organization prior to providing the information either directly or indirectly through Harris (such terms, for example, an NDA). Provided that in the event Harris is unable to provide information requested by Organization, Organization reserves the right to terminate this Agreement or the applicable Services as set out in Section 8.2.5.

ARTICLE III: SERVICES

Section 3.1   **Harris's Professional Services**

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "**Professional Services**") for the Organization in accordance with the relevant Statement of Work:

3.1.1   Oversee and implement the conversion from the Organization's existing software applications to Harris's Software and Sublicensed Software.
3.1.2   Install the Software and Sublicensed Software for Organization's use and perform necessary setup and configuration operations.
3.1.3   Provide training.
      (i)   In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructor(s).
      (ii)   Organization shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
      (iii)   On-line reference Documentation is delivered with each release. Organization may print or copy this Documentation solely for its internal use.
      (iv)   Cancellation of any on-site Professional Services by Organization is allowed for any reason if done in writing more than fourteen (14) business days in advance of such Professional Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) business days of the scheduled on-site Professional Services. Additionally, Organization hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Professional Services or other circumstances within the Organization's control. If additional Professional Services are required because the Organization was not adequately prepared based on timely

disclosed requirements by Harris, Harris will provide a Change Order to the Organization for said Professional Services.

3.1.4   The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties on the part of Harris in the Statement of Work are not binding on Harris and are merely provided for informational purposes; the only warranties provided by Harris in respect of the Professional Services, the Software Services, and this Agreement are found in Article V.

Section 3.2   Performance by Harris – Professional Services

3.2.1   Manner of Performance -- Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in their performance.

3.2.2   Harris' Discretion -- Harris shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Harris will consult with the Organization on its methodology, manner and means. While Harris will consider the Organization's input regarding staffing and other decisions, as an independent contractor, Harris will have sole control of its staffing and other key decisions related to its performance hereunder.

3.2.3   Conduct on Organization's Premises -- The Professional Services shall be performed with the Organization's full cooperation as agreed, whether on the premises of the Organization or at an alternative location. When working on the Organization's premises, Harris personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

3.2.4   Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.2.5   Independence -- As an independent consultant, Organization retains Harris and its employees and agents on an independent contractor basis and not as an employee.

3.2.6   Coordination of Services -- Harris agrees to coordinate with Organization staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.

3.2.7   Compliance with Laws. Harris represents and warrants to Organization that its performance of the Professional Services and the Software Services will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations related to Harris's and its service providers' products, services and technologies.

Section 3.3.   Performance by Harris – Software Services

3.3.1   Harris shall provide all facilities, equipment, and software required to make the Software Services available. Harris shall have the right to manage all resources used in providing the Software Services, as Harris deems appropriate.

3.3.2   Harris shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "E" and as outlined in any relevant SOW. Any Harris liability to Organization, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "E", is set forth in said Schedule. Any request for credit must be received by Harris in writing within 45 days of the date that the Services were unavailable in accordance with the terms of Schedule "E" otherwise all rights to any credits shall be deemed waived.

3.3.3   Harris reserves the right to have additional User acceptance criteria that may be applied to Users and Organization's customers who use the Customer Engagement Portal prior to their ability to have access to the Software Services. Harris shall inform Organization of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Organization and/or to Users or Organization's customers. Where Users or Organization's customers do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users and/or Organization's customers access to the Software Services. Harris reserves its rights to restrict access to the Software Services to Users and/or Organization's customers for any violation of any additional terms and conditions to which such Users and/or Organization's customers accept/agree to access the Software Services.

3.3.4   Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software and if applicable, the Sublicensed Software. Organization, not Harris, shall be responsible for creating and maintaining all User and Organization's customer account information and for performing all other application-level system administration functions that are available within the Software and Sublicensed Software.

Section 3.4   Performance by Organization

3.4.1   **Cooperation by Organization**: The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to cooperate fully with Harris to achieve the Completion of Services expeditiously.

3.4.2   **Project Manager**: The Organization shall designate a project manager to support Harris in the successful implementation of projects as outlined in a Statement of Work. The Organization's project manager will be identified in the applicable Statement of Work.

3.4.3   **Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Except in the case of policies and procedures reasonably required on an emergency basis because of changing circumstances, these policies and procedures must be provided prior to the effective date of this MSA. Harris must notify the Organization in writing in accordance with section 8.5 of this MSA when amendments to these policies and procedures occur, at least 30 days in advance of their enforcement. Organization and its Users and customers shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users and customers secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Organization's or its Users' or customers' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

3.4.4   **Users.** Organization is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement and the actions of Organization's customers who use the Software

Services as part of such customer's use of the Customer Engagement Portal; (ii) ensuring that Users and Organization's customers who use the Customer Engagement Portal agree to any further terms and conditions as may be provided by Harris from time to time for Users (and Organization's customers); and (iii) informing Harris of any information about Users' and Organization's customers' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Harris's ability to provide the Software Services as contemplated by this Agreement.

3.4.5   **Compliance with Laws**. Organization represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations related to Harris's and its service providers' products, services and technologies.

3.4.6   **Organization Equipment**. Organization 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, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Organization's facilities required for Users to access and use the Software Services and shall notify Organization's customers of such requirements in order to use the Customer Engagement Portal. Harris shall not be responsible for the operation of Organization's Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Software Services requires Organization's and Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to notify Users' and Organization's customers who wish to use the Customer Engagement Portal that it is their responsibility to maintain their applicable hardware in the appropriate quality, condition and repair at their sole cost and expense.

Section 3.5   Data Security Provisions Related to Any Software Services Purchased

3.5.1   **Data Security.** Organization 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 Organization's, its Users', and its customers' (as well as Harris' and its service providers') computer systems, networks and any and all information stored therein. Organization is solely responsible for making an independent determination as to whether the technical and organizational measures for the Services meet Organization's requirements, including any and all of its security obligations under applicable Data Protection Requirements.   Organization acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its Personal Information. Organization is responsible for implementing and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, A) application level privacy and security settings within the Software and Sublicensed Software and B) ensuring that (i) Organization'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 Harris's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering as set out in Schedule "D." Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Details regarding Harris' service provider's security measure and practices are available at the links set out in Schedule "D" to this Agreement.

3.5.2   HARRIS 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. HARRIS AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' OR CUSTOMERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY USER OF ORGANIZATION'S INTERNET CONNECTION (OR ANY USE BY ANY OF ORGANIZATION'S CUSTOMERS OF ITS INTERNET CONNECTION) IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, HARRIS DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS EXCEPT THOSE THAT ARE SPECIFICALLY RETAINED BY HARRIS TO ENABLE HARRIS TO FULFILL ITS OBLIGATIONS UNDER THIS AGREEMENT.

Section 3.6   Suspension of Access and Use Rights of Software Services

3.6.1   In addition to its termination rights under Section 8.2, Harris may immediately suspend, restrict or limit Organization's access to all or any portion of the Software Services if Harris reasonably determines:

  i.   That Organization's or any of its Users' or customers has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct:
  (a)   poses a security risk to the Software Service or any third party,
  (b)   poses a material risk to Harris' or its service provider's business or other customers;
  (c)   could adversely impact Harris's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
  (d)   could subject Harris, its service provider or their respective affiliates or any third party to liability, or
  (e)   could be fraudulent;

  ii.   Organization has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Organization's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Harris will use reasonable efforts to notify Organization of the suspension, restriction or limitation to Organization's access to the Software Services unless Harris believes that an immediate suspension is required and will restore Organization's access to the Service after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris 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 Organization or any customer of Organization in connection with its use of the Software Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose a material risk to Harris or its service provider's network, business or other customers. In the event that Harris suspends Organization's right to access or use all or any portion of the Software Services for a reason allowed under this Section, Organization remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (under Schedule "E" to this Agreement or otherwise) for any period of suspension.

ARTICLE IV: SUPPORT FOR SOFTWARE SERVICES

Section 4.1   Delivery of Support for Software Services

4.1.1   Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Schedule "D" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW.

4.1.2   Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support Services and Software Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights thereto.

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ARTICLE V: REPRESENTATIONS AND WARRANTIES

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Section 5.1   Warranty of Performance

5.1.1   **Software Services Warranty.** During the Term Harris warrants to Organization that the Software Services will perform substantially in accordance with the published user guides for the Software Services posted by its hosting provider, as such user guides may be updated by said provider from time to time. Advanced and its service providers' sole obligation and Organization's sole remedy in the event the Software Services do not conform to the foregoing limited warranty is for Advanced to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 8.2 of this Agreement.

5.1.2   In the event an error is discovered in the Software and the error can be reproduced by Harris, Harris will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of Article IV. Harris reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Harris's own choosing.

5.1.3   During the Term, Harris warrants that Professional Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Section 5.2   No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET OUT IN SECTION 5.1, THE SERVICES, THE SOFTWARE, THE SUBLICENSED SOFTWARE, THE PROFESSIONAL SERVICES, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION AND ITS USERS AND CUSTOMERS "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.

HARRIS, ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, SUBLICENSED SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SUBLICENSED SOFTWARE, SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S OR ITS CUSTOMER'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE OR SUBLICENSED SOFTWARE CAN BE FOUND OR CORRECTED. HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO 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, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, 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 ORGANIZATION'S DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. HARRIS 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.

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 HARRIS. ANY OBLIGATIONS OF HARRIS PURSUANT TO THE WARRANTY PROVISIONS OF THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY HEREINAFTER.

ARTICLE VI: FEES AND PAYMENT

Section 6.1 Fees and Payments for Services and Subscription Licenses

6.1.1   The Organization agrees to pay to Harris the Fees. The fee structure and payment schedule for Professional Services are outlined in Schedule "A". All payments for Professional Services are non-refundable.

6.1.2   Annual Subscription for Subscription Licenses

6.1.2.1 The Organization agrees to pay Harris the Annual Subscription 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 are outlined in Schedule "A". The License is subject to the full payment of the Annual Subscription Fees in accordance with the payment terms set out in Schedule "A".

6.1.2.2 The Annual Subscription Fees will be billed annually in advance beginning as set forth in Schedule "A" and thereafter on the anniversary or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Annual Subscription Fees to its fiscal year or any other period it may request, then Harris will issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Annual Subscription Fees from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.1.3   The Organization agrees to reimburse Harris for its travel, lodging, per diem and other out of pocket expenses as set out Schedule "A". Unless otherwise specified in any SOW, and in addition to any Annual Subscription Fees, Organization shall reimburse Harris for its direct expenses in providing Support Services ("**Billable Fees**") pursuant to this Agreement which include:

(i)   its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;

(ii)   courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of $75.00 per hour;

(iii)   a per diem rate of $70.00 for weekdays and a $140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);

(iv)   a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and

(v)   all other reasonable expenses incurred in the performance of Harris's duties including

Harris may update its reimbursement policies and rates related to the Billable Fees from time to time, in which case such updated policies shall apply for purposes of this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.

6.1.4   During the Term, Harris shall, from time to time, deliver invoices to Organization. Each invoice is due and payable within forty-five (45) days upon receipt.

6.1.5   In the event Organization 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 Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement in accordance with the terms of this agreement including any required notice. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any late charges

6.1.6   Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule "A" and such sums (including the payment of the taxes) shall be payable upon receipt of invoice. Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

6.1.7   **Change Orders**. For proposed changes to the Professional Services defined by this Agreement that do not materially impact the scope of either party's work effort required under 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 either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party 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, timelines governing, and 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. A sample Change Order is presented in Schedule "F".

6.1.8   Harris shall supply all Upgrades to Organization at no additional charge other than the payment of ongoing Annual Subscription Fees. Upgrades may require additional services to be performed by

Harris outside of the scope of those services provided by Harris, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

6.1.9   All Updates of the Software and all those services listed in the Statement of Work which are included as part of the Support Services will be made available to Organization at no additional charge other than the payment of the Annual Subscription Fees.

Section 6.2   Piggyback Procurement

The Organization reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the Organization's state as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private educational institutions and not-for-profit agencies providing services on behalf of government, and/or state, community and/or private educational institutions. This is conditioned upon mutual agreement of all parties and the additional of any special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this proposal and will provide usage information, which may be requested. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own Agreement with Harris, and this Agreement shall be binding only upon the principals signing such an Agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any Agreement shall be the responsibility of the participating jurisdiction or agency that entered into that Agreement. Disputes must be resolved solely between the participating agency and Harris.

ARTICLE VII: REMEDIES, LIABILITY AND INDEMNITY

Section 7.1   Remedies and Liability

7.1.1   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 prior to termination.

7.1.2   The Organization and Harris recognize that circumstances may arise entitling a party to damages for breach or other fault on the part of the other party arising from this Agreement. The parties agree that in all such circumstances the non-breaching party's remedies 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 Agreement.

(i)   TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.3, , EACH PARTY'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 AGREEMENT SHALL NOT EXCEED THE TOTAL FEES TO BE PAID TO HARRIS BY THE ORGANIZATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii)   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, 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.

(iii)   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, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE. CLAUSES (i) and (ii) SHALL NOT APPLY TO CLAIMS FOR INDEMNIFICATION AS PROVIDED UNDER SECTION 7.3.

Section 7.2   <u>Intent</u>

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 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 7.3   <u>Intellectual Property Indemnity</u>

7.3.1   In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trademark or trade secret of that third party that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris 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 Harris of the applicable claim except with Harris' prior written consent, (ii) Harris 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 Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris.

7.3.2   Harris's liability for any claims under this Section 7.3 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 Harris;

(ii)   combination, integration or use of the Software with software, hardware or other materials not approved by Harris 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;

(iv)   compliance with the Organization's written instructions or specifications; or

(v)   use of the Software after notice from Harris that it should cease due to possible infringement.

7.3.3   Any breach by Organization of its covenants under this Section 7.3 shall nullify this indemnity but not the sole right of Harris 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 Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris' election, for Harris 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.

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

7.3.5   Organization may, at Organization's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

7.3.6   The indemnity provisions of this Section 7.3 shall not apply to Third Party Components and Harris shall have the right to substitute the licensor of the Third-Party Software to perform Harris's obligations hereunder and the Organization agrees to release Harris from any obligations related to such Third Party Components.

Section 7.4   General Indemnification.

7.4.1   Organization is solely responsible for the input and accuracy of its Data, its use, and its Users' and its customers' use, of the Services in any way, and all legal liability arising out of or relating thereto. Harris is responsible for management, storage, backup and restoration of the Organization's Data. Organization shall defend, indemnify and hold Harris and its affiliates, officers, directors, employees and agents (the "**Harris Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Harris 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 Services including but not limited to any Third Party Components by Organization, its customers, or its Users excluding those which are due to the negligent acts or omissions of Harris or the provider of any Third Party Components; (ii) any breach by Organization, its customers, or its Users of this Agreement; and (iii)Data and Professional Services 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 Data and/or Professional Services Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

7.4.2   Subject to the limitation of liability hereinabove, Harris shall defend, indemnify and hold Organization and its affiliates, officers, directors, employees and agents (the "**Organization Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Organization Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with   any breach by Harris of this Agreement.

<div align="center">ARTICLE VIII: GENERAL</div>

Section 8.1   Confidentiality

8.1.1   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, service providers, employees or representatives who have a need to know such information ("**Representatives**"), for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who are

bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law, including, without limitation, the Indiana Access to Public Records Act, 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. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, Organization must promptly notify Harris. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Section 8.2   <u>**Termination**</u>

8.2.1   If either party is in material breach of any of 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 within thirty(30) days, or issue a written notice of its own disputing the alleged default within said period of time, of the date of 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 within the thirty (30) days following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

8.2.2   If Organization has failed to pay any amounts when due under this Agreement, Harris shall deliver written notice to Organization advising of the failure and, if such amounts are not paid within thirty (30) days following such notice, Harris shall have the right to (A) suspend performance of the Services (including Organization and its Users' access to the Services) until all amounts are paid in full; and/or (B) terminate this Agreement or any part thereof effective immediately upon written notice to Organization to that effect

8.2.3   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.

8.2.4   Harris may terminate this Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris or its service providers.

8.2.5   If any such modification, change or replacement of the original Third Party Components pursuant to Section 2.6 impairs Organization's ability to utilize such Software Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Organization may terminate this Agreement by providing written notice to Harris within twenty (20) days after Organization's discovery of such impairment. If any modification to the terms and conditions of this Agreement made by Harris pursuant to Section 2.6 due to a change in the terms of its agreement

with a provider of the Third Party Components are material in nature, then Organization shall have the right to terminate this Agreement upon written notice to Harris given within fourteen (14) days of the date of notice from Harris of such modified terms.

Section 8.3 Procedure on Termination

8.3.2   In the event of termination or expiration of this Agreement:
   (a)   All rights granted to Organization in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Software Services.
   (b)   Organization will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
   (c)   Conditional upon Organization's payment of all Fees that are due to Harris and unless prohibited by law or the order of a governmental or regulatory body or it could subject Harris and/or its third-party service provider or their affiliates to liability, Harris will furnish the Organization 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 time to provide a copy of the Data are one to two days and will be billed at Harris's then current daily rate. Upon receipt of notice from Harris confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Harris pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Data. Following 90 days from the date of termination if Organization has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. Harris and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.
   (d)   Organization shall return to Harris or at Harris's option purge or destroy all copies of any Confidential Information of Harris or the third party 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 Organization confirming same within thirty (30) days.
   (e)   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.

Section 8.4 Mediation

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 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. Notwithstanding the foregoing, nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 8.5   Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or mailed by prepaid registered post. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION Attn Advanced Utility System
Address: 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4
Attention: Sean Sykes , VP of Business Development and Customer Support
Phone: 613-240-8668
Email: ssykes@advancedutility.com

and in the case of the Organization,
to: City Utilities
Address: 200 E. Berry St. Suite 130
Attention: Chief Customer Officer
Phone: (260) 427-1234
Email: CSDLeadershipTeam@cityoffortwayne.org>

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

Section 8.6   Assignment

Neither party may assign any of its rights or duties under this 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, and 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 and their respective successors and permitted assigns.

Section 8.7   Reorganizations

The Organization acknowledges that the Annual Subscription Fees, Professional Services Fees, and other fees set out in this Agreement have 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 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 Concurrent Users or sites, Harris shall be entitled to receive, and the Organization shall pay, additional fees based on the then prevailing Annual Subscription Fees schedule in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid right to use the same software and the same services as the Software, Sublicensed Software if applicable, and Software Services being provided to Organization under this Agreement. Additional fees may apply to any third party products and services that are subject to additional fees that are not included in the Annual Subscription Fees, as indicated in a SOW or Schedule to this Agreement.

Section 8.8   Entire Agreement

This Agreement together with the Schedules, the SOW, and all documents referenced in this Agreement, shall constitute the entire agreement between the parties hereto with respect to the subject matter. There are no other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures. This Agreement may not be modified except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted. The parties have both had the opportunity to review this Agreement with counsel, and this Agreement shall not be construed in favor of or against either Party on account of drafting.

Section 8.9   Section Headings

Section and other headings in this Agreement are for reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

Section 8.10   Governing Law

This Agreement together with the Schedules attached to this Agreement and all documents referenced therein which are incorporated herein by reference shall be governed by the laws of the State of Indiana, and the federal laws of the United States applicable therein without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) and any legislation implementing such Convention, if otherwise applicable. Venue for any legal proceedings shall be in the state courts sitting in Allen County, Indiana or the U.S. District Court for the Northern District of Indiana.

Section 8.11   Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or to any acts or omissions of Harris in connection to this Agreement.

Section 8.12   Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

Section 8.13   Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under this Agreement or by law despite such forbearance or notice.

Section 8.14   Counterparts

This Agreement may be executed in counterparts (whether by facsimile, via emailed PDF or otherwise), each of which shall constitute an original and all of which shall constitute one Agreement.

Section 8.15   Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary.

Section 8.16   Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 8.17   Relationship

The parties are and shall 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 them. 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 in law responsible.

Section 8.18   Trade Compliance

Organization is solely responsible for compliance with applicable laws related to the manner in which Organization chooses to use the Software Services, including (i) Organization's transfer and processing of Data, and (ii) the provision of Data to Users. Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not

limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority

Section 8.19   U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Indiana Access to Public Records 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 Harris 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 52.227-19 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 N. Harris Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, ON K2E 8C4.

Section 8.20   Language

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

Section 8.21   Force Majeure

No default, delay or failure to perform on the part of Harris 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 control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, pandemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third party Components, or other disasters or events.

Section 8.22   Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Article 1, Sections 2.1.2, 2.3, 2.4, 2.5, 2.6, 3.2, 3.3.3, 3.4, 3.5, 3.6, 5.2, Article VI, Article VII, Article VIII, and any other provisions which are required to ensure that the parties fully exercise their rights and 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.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per:

Name:
Title:

Date:

City of Fort Wayne, IN

Per:

Name:
Title:

Date:

Schedule "A" - Description of Software Fees & Payment Schedule

Software	License Type	Quantity	Maximum Meters	Maximum Accounts
Infinity CIS (Customer Information System)	Annual Subscription - Concurrent Users	70 Concurrent Users	N/A	130,000*
Infinity FWM (Field Workforce Management)	Annual Subscription – Named Users	50 of Named Users	N/A	NA

*Additional accounts/meters costs above maximum allowance, reference Statement of Work.

Customer shall pay the Annual Subscription Fees set out in the table below:

Annual Subscription Fees (includes support services)*	Amount
Year 1	$387,760.52
Year 2	$403,270.94
Year 3	$419,401.77
Year 4	$440,371.85
Year 5	$462,390.44

The Annual Subscription Fees are based on the number of accounts, set out in the table below:

Service	Number of Accounts
Active accounts with one or more below services	124,034
Water	
Sewer	
Trash	
Electric	
Enterprise	
Capital Surcharge	
Deposit	
Yard	
Loans	
Stormwater	

The City of Fort Wayne offers secondary meters to customers who wish to have their outside water usage (watering lawns and gardens, washing vehicles, etc.) monitored for the sole purpose of receiving a sewer credit for that usage. For the purposes of CIS, secondary meters are not counted as an active meter unless agreed to in writing by both parties.

Customer shall pay the following Professional Services Fees:

Professional Services: One Time Initial Set-up Fees	Amount
Professional Services provided per Schedule B of this Agreement.	$238,850.00

PAYMENT TERMS:

Year 1 Annual Subscription Fees are due on or before the Effective Date of this Agreement. Years 2,3,4 and 5 Annual Subscription Fees are due on the anniversary of the Effective Date.

Data Storage Limit: 2048 GB[1] (data held in the database)
Data Export Limit: 100 GB[2] (data exported from the Cloud Platform)
Document Storage Limit: 500 GB[3] **(**binary files or documents stored in the application**)**

[1] **Any additional data stored will be charged at $5.52/32GB per month or the then current rate and will be invoiced monthly and due upon receipt.**
[2] **Any additional data exported $0.13/GB per month or the then current rate and will be invoiced monthly and due upon receipt.**
[3] **The organization has up to 500 GB of Document Storage Limit per month available. Any additional artifact storage will be charged at $0.03/GB per month or the then current rate and will be invoiced monthly and due upon receipt.**

Ongoing Annual Subscription Fees subject to a 4% annual escalation in years 1-3 and 5% annual escalation for years 4 and 5

Professional Services Fees stated above will be invoiced based upon the milestones outlined in Schedule B. All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. Lapsed payments may lead to denial of access to the Service if such payment(s) are not received within thirty (30) days after written notice of lapse is provided by Harris to Organization. Delayed payments are subject to an interest charge at a rate per annum that is equal to 1.5% per month.

ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or via the telephone. Additional Professional Services work provided via telephone is billed at the rate of two hundred and forty five ($245) per hour. Additional Professional Services work performed on-site does not include travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Advanced Professional Services rates. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar ($750) daily surcharge for any Professional Services provided on weekends or Advanced recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per Article 6.

Additional Professional Services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

Schedule "B" – Statement of Work

Please refer to the Statement of Work (SOW) provided under separate cover.

Schedule "C" - Third Party Components Terms and Conditions

1.   Microsoft Azure

Organization agrees that the additional terms set out in Microsoft's Universal License Terms, available at https://www.microsoft.com/en-us/licensing/product-licensing/products (the "**Universal License Terms**"), apply to Organization's use of the Services and the Microsoft Products and Services Data Protection Addendum ("**DPA**") available at https://aka.ms/DPA sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Organization's use of the Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Services but does not include data that remains on Organization's premises or in any Organization selected third party operating environments. The Universal License Terms and the DPA may be changed from time to time. Organization should review such documents carefully, both at time of acceptance of this Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Services.

Information regarding Microsoft Azure's data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-your-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview.

*High Risk Use: Organization must consider whether its specific use of these technologies is safe. The Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "**High-Risk Use**"). Organization's High-Risk Use of the Services is at its own risk. Organization agrees to defend, indemnify and hold Harris and Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Services, including any claims based in strict liability or that Harris and/or Microsoft was negligent in designing or providing the Service(s) to Organization.*

The foregoing information, including the links to such information, may be changed from time to time therefore Organization is responsible for reviewing such information periodically.

Schedule "D" - Service Availability and Support Services

PART 1: DEFINITIONS

For purposes of this Schedule "D" ("SLA"), the following terms have the meanings set forth below. All capitalized terms in this SLA that are not defined in this Part 1 shall have the respective meanings given to them in the Main Agreement.

1.1 **"Availability Requirement"** has the meaning given to it by Part 2 of this SLA.

1.2 **"Business Day(s)"** has the meaning given to it by applicable law.

1.3 **"Customer Cause"** means any of the following causes of an Error,: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of the Harris Cloud Services or the Harris Systems by Organization or its Representatives; (c) any use of the Harris Cloud Services or the Harris Systems by Organization or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization; (e) delay or failure of performance by Organization of its obligations under this Agreement; or (f) any use by Organization of a non-current version or release of the Harris Cloud Services, notwithstanding notice from Harris that updates, fixes or patches are required; (g) or any act or omission by Organization or any Authorized User/access to or use of the Harris Cloud Services by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a "Customer Cause".

1.4 **"Designated Representative"** has the meaning set forth in Part 3 (d).

1.5 **"Error"** means any reproducible failure of the Harris Cloud Services to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

1.6 **"Exceptions"** has the meaning given to it by Section 2.

1.7 **"First Line Support"** means (i) the identification, diagnosis and correction of Errors by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the Harris Cloud Services.

1.8 **"Force Majeure Event"** means an event of "Force Majeure", as that term is defined by Section 17.9 of the Main Body.

1.9 "**Main Body"** means the main body of the Master Subscription Agreement between the parties dated the Effective Date.

1.10 **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this SLA, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Services Error that Harris has reasonably

determined to have been caused by a Customer Cause; and (c) any Second Line Support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.

1.11 **"Remote Access Software"** has the meaning set forth in Part 3.

1.12 **"Remote Services"** has the meaning set forth in Part 3.

1.13 **"Resolve"** and the correlative terms, **"Resolved"** and **"Resolution"** each have the meaning set forth in Part 3.

1.14 **"Second Line Support"** means, where Errors are not Resolved by First Line Support, the escalation to second line support for the identification, diagnosis and correction of Errors through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.

1.15 **"Service Level Failure"** has the meaning given to it in Part 2.

1.16 **"Service Level Table"** means the table set out in Part 3.

1.17 **"Service Period"** has the meaning given to it in Part 2.

1.18 **"Severity 1"** has the meaning set forth in Part 3.

1.19 **"Severity 2"** has the meaning set forth in Part 3.

1.20 **"Severity 3"** has the meaning set forth in Part 3.

1.21 **"Support Hours"** means those hours between 8:00 AM and 9:00 PM Eastern Time on Business Days.

1.22 **"Support Request"** has the meaning given to it in Part 3.

1.23 **"Support Services"** means Harris's First Line Support and Second Line Support, but excludes the support of: (i) Implementation Services; (ii) Professional Services; and/or (iii) Out-of-Scope Services.

1.24 **"Support Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions referred to in the Support Service Level definitions.

1.25 **"Third-Party Components"** has the meaning given to it by Section 1.1 of the Main Body.

PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Agreement, Harris will use commercially reasonable efforts to make the Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Term (each such calendar month, a "Service Period"), excluding un-Availability as a result of any of the Exceptions described below in this Part 2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the SAAS delivered pursuant to a particular Services Order are available for access and use by Organization and its Authorized Users in a production environment for their intended purpose.

For the purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services or the Software will be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement or impaired ability of Organization or its Users to access or use the Services that is due, in whole or in part, to any:

(a) Customer Cause;

(b) Organization's or its User's Internet connectivity;

(c) Force Majeure Event;

(d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Harris pursuant to this Agreement;

(e) Scheduled Downtime;

(f) any interruption to the access or use of the Services that occurs in a non-production environment;

(g) emergencies in the nature of security risks and updates to address such security risks;

(g) the failure, interruption, outage, or other problem with a Third-Party Component; or

(i) disabling, suspension, or termination of the Services for cause by Harris.

Availability Calculations:

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the SaaS is Available.	$$Availability = \frac{a - b - c}{a - b} \; x \; 100$$ Where: a = Total minutes in the month b = Total minutes of planned maintenance in the month c = Total minutes of unplanned service outages in the month	Each Calendar Month

Service Level Failures and Remedies:

In the event of a Service Level Failure, Harris shall issue a credit to Organization in the amounts set out in the table below (a "**Service Level Credit(s)**"), provided however, that Harris has no obligation to issue any Service Level Credit unless Organization: (i) reports the Service Level Failure to Harris immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within forty five (45) days of the Service Level Failure.

Service Period Availability (as calculated in the table above)	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fees)
Equal to or greater than 99.5%	0%
Equal to or greater than 98.5%	2%
Equal to or greater than 97.5%	6%
Less than 97.5%	12%

For example, in a 30 day period, if the production environment experiences more than 18 hours 6 minutes of unplanned downtime within the 720 hours of the period Organization is entitled to a 6% credit.

Service Level Credits are not compounding and shall be limited to a maximum of twelve percent (12%) of the pro-rated portion of the Annual Subscription Fees paid by Organization for the Services applicable to the calendar month in which the Service Level Failure occurred (and in no event shall the total Service Level Credits due to Organization in any twelve (12) month period exceed 12% of the Annual Subscription Fees). Any Service Level Credit due to Organization under this Attachment   B will be issued to Organization and applied at the time of invoicing for the next applicable invoice date. This Part A sets forth Harris' obligation and liability and Organization's sole remedy for any Service Level Failure. Provided that if Organization receives credits of 6% or more in two (2) or more times during a consecutive six (6) month period Organization may, at Organization's choosing, elect to terminate this Agreement as provided under Section 8.2 of the Main Body.

(c) Scheduled Downtime

Harris will use commercially reasonable efforts to:

(i)   Schedule downtime for routine maintenance of the Services between the hours of 7:00 p.m. and 6:00 a.m. Eastern Time on Business Days or anytime during Non-Business Days for the production environment; and

(ii) Give Organization at least 48 hours prior notice of all scheduled downtime of the Services ("**Scheduled Downtime**") for production and non-production environments under non-emergency/high-criticality situations.

(d) Data Retention

The data retention schedule is as specified:
Point-in-time restores (minute-by-minute) for previous 35 days
Two (2) rolling monthly backups: Most recent monthly backup plus prior month.
Three (3) rolling quarterly backups: Most recent quarterly backup plus two (2) prior quarters.
Annual backups, retained for 7 years

(e) Disaster Recovery

Organization data is securely located within multiple "Availability Zones," where point-in-time data can be recovered if required. All aspects related to our disaster recovery program and associated backups are tested as part of project implementation. In the event data were to become damaged or encrypted we would restore data stored securely in another location. This allows the INFINITY Platform to deliver a Recovery Point Objective (RPO) of 1 hour (typically < 5 minutes or less), and a Recovery Time Objective (RTO) of just 4 hours (typically 1 hour or less).

PART 3: SUPPORT SERVICES

Harris shall provide the First Line Support and the Second Line Support during the Support Hours throughout the Service Period in accordance with the terms and conditions of this SLA and the Main Body, including the Service Levels.

1.0 Support Services included

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
- Guaranteed Support on your existing applications for life
- Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- Online ticket access 24 x 7 with the following benefits:
    - Log and close calls
    - View and update calls
    - Update contact information
    - Access published documentation
    - Access available downloads
    - Access Support knowledge base
    - Participate in Discussion Forums
- Standard software releases and updates
    - Defect corrections (as warranted)
    - Planned enhancements
    - State and/or Federal mandated changes (charges may exist depending on scope)
    - Participation in beta program
    - Release notes
- Account Management Program
    - Regular calls with Customer Success Manager/Account Manager
    - Communication on new products and services
    - Ability to attend the annual customer conference (attendance fees apply)

2.0   Support Service Levels

(a)   Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests as set out below based on Organization's designation of the severity of the associated Error, subject to Harris' right to revise such designation after Harris' investigation of the reported Error and consultation with Organization;

(b)   Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (High or Medium, respectively), if Harris Resolves the Support Request by way of commercially reasonable work-around, the Error will be reduced to a Severity Level of 3.

3.0   Response Times

Response times will vary and are dependent on the severity of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

(a)   Severity 1 – Critical/High: 1 - 4 hours
(b)   Severity 2 – Medium: 1 - 8 hours
(c)   Severity 3 – Low: 1 - 24 hours

4.0   Call Severities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call severities, 1, 2 & 3. A Severity 1 call is deemed by our support staff to be a High Severity call, Severity 2 is classified as a Medium Severity and Severity 3 is deemed to be a Medium/Low Severity. The criteria used to establish guidelines for these calls are as follows:

(a)   Severity 1 – High

• System Down (users have no access to Advanced production environment)
• Inability to accurately process all types of bills/invoices
• Program errors without workarounds impacting critical processes
• Aborted postings or error messages preventing data integration and update
• Performance issues of severe nature impacting critical processes and/or accuracy of billing data
• Data Security issues
• Issues causing critical integrations to completely fail

Note: the existence of a mutually agreed upon work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b)   Severity 2 – Medium

• System errors without manageable workarounds
• Report calculation issues
• Error messages preventing data integration and update
• Issues causing non-critical integrations to fail completely
• Performance issues of severe nature not impacting critical processes

(c)   Severity 3 – Low

• System errors that have manageable workarounds
• Performance issues not affecting critical processes
• Modification requests relating to efficiency or other usability considerations
• Report formatting issues
• Training questions, how to, or implementing new processes
• Aesthetic issues
• Requests/recommendations for enhancements on system changes
• Questions on documentation

5.0   Designated Representative

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with

the Support Services (each such individual, a "Designated Representative"). The Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

6.0   Support Requests

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions within the service level definitions set forth above and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a "Support Request"). Organization shall include in each Support Request a description of the reported Error and the time Organization first observed the Error. The Service Level Table will not apply to support requests that do not follow the process set out in this section and Harris will not, in those circumstances, be required to meet the Service Levels.

7.0   Call Process

All Errors or questions reported to Harris are tracked via a support call ticket;   Our current process for logging calls includes the following: TeamSupport (via website), email, and phone.

(a)   Your call must contain at a minimum: your organization name, contact person, nature of issue, detailed description, including screenshots of steps, of your question or issue, a trace (xtrace) of the behaviour, and any other information you believe pertinent.

(b)   Our support system or one of our support analysts will provide you with a ticket number to track your issue and your call will be logged into our support tracking database.

(c)   Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

(d)   As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

(e)   All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

(f)   Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

(g)   If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

(h)   Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

(i)   Automated closing of issues: The Organization will be consulted before closing a support issue. However, if a ticket is in a customer-action status (ex: " Client To Test") it may be closed after four weeks of inaction after reasonable attempt by Support to obtain an update.   A closed ticket may be re-opened at any time.

8.0   Escalation Process

Our escalation process is defined below.   This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue
Level 2: Contact the support team lead or manager
Level 3: Contact the director or vice president of support
Level 4: Contact the executive vice president

9.0   Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. Staff will be available via the after-hours support phone to deal with critical incidents.

New Year's Eve: Early Closure
New Year's Day: Closed
Good Friday: Closed
Victoria Day: Closed
Canada Day: Closed
Civic Holiday: Closed
Labor Day: Closed
Thanksgiving: Closed
Christmas Eve: Early Closure
Christmas Day: Closed
Boxing Day: Closed

10.0   Billable Support Services

The services listed below are examples of services that are out of scope of the Service Level Agreement and may be considered billable services:

•   Extended training
•   Forms redesign or creation (includes bill prints, notices, letters, forms, etc.)
•   Setup and changes to interfaces or creation of new interfaces
•   Setup of new utility services or changes to services / Rates
•   Request to add/change business process configuration for new or changing requirements
•   Setup of new receipt printers, printer setup changes
•   Data conversions / global modification to setup table data

11.0   Test Databases & Environments

We support customers in the maintenance of independent test environments for testing purposes.   This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.   The creation of additional test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

12.0   Updates

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

13.0   Remote Support Services

(a)   Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("Remote Support Services") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Advanced Cloud Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Main Body ;

(b)   To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers

(c)   Harris shall treat any information it collects, maintains, processes or uses under this Section 13 as Organization's Confidential Information.

14.0   Out-of-Scope Services

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this SLA and the Main Body.

Schedule "E" – Data and Security Standards

1.   Data
   1.1   All customer data stored in Harris's systems is considered confidential. Harris shall use commercially reasonable efforts to store, maintain, and protect the confidentiality of Customer Data uploaded by Organization and its Authorized Users to the Harris System, or otherwise disclosed or transmitted to, or received or access by Harris pursuant to this Agreement.

Customer data is managed, processed, and stored in accordance with the relevant data protection and other regulations.

1.2   Harris has established and maintains data security procedures and other safeguards against the destruction, corruption, loss, or alteration of customer data, and to prevent access, intrusion, alteration, or other interference by any unauthorized third parties of customer data. Customer data is managed and stored using various database technologies that offer scalability and reliability with architecture developed to support logical segregation of data throughout each customer instance. Customer data is maintained in segregated schemas and data access models which ensure that the application layer exposes to users only data that they are permitted to view according to security configurations within the application. This protects against unauthorized or unintended information disclosure.

1.2   Harris has received SOC II Type 1 Certification and is protected by Microsoft Azure SOC II compliance. Additionally, the Infinity platform is Veracode verified. For a complete list of Microsoft Azure certifications please visit: https://docs.microsoft.com/en-us/azure/compliance/.

1.3   Harris shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Harris, its contractors other than to the extent attributable to the negligence of Organization or its agents, hosting services and other contractors.

1.4   Organization shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Organization, its contractors (other than Harris and its agents or providers) other than to the extent attributable to the negligence of Harris or its agents, hosting services and other contractors.

2.   Relevant Aspects of the Control Environment, Risk Assessment, Monitoring, and Information and Communication

2.1   The applicable SOC II trust services criteria were used to evaluate the suitability of design of controls stated in the description. This section provides information about the five interrelated components of internal control at Harris, including:

   2.1.1   Control Environment: Sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.

   2.1.2   Communication and Information: Surrounding these activities are information and communication systems. These enable the entity's people to capture and exchange information needed to conduct and control its operations.

   2.1.3   Risk Assessment: The entity's identification and analysis of relevant risks to support achievement of its objectives, forming a basis for determining how the risks should be managed.

   2.1.4   Monitoring Activities: The entire process must be monitored, and modifications made necessary. In this way, the system can react dynamically, changing as conditions warrant.

   2.1.5   Control Activities: Control policies and procedures must be established and executed to help ensure that the actions identified by management as necessary to address risks to achievement of the entity's control objectives are effectively carried out.

Schedule "F" – Third Party Terms

EBPP

The EBPP software product that may be available as part of the Customer Engagement Portal is Third Party Software that is licensed to Organization by the applicable third party software licensor and is subject to the terms and conditions of the direct agreement entered into between Organization and such third party software licensor.

Schedule "G" – Sample Change Order Form

[CLIENT]

CIS Infinity Change Order

Date:

Change ID: Change Order #

Description:

Authorization

Advanced Utility Systems is authorized to proceed with the change for the [CLIENT].

Project Role	Team Member	Signature / Date of Signature
[CLIENT] Project Manager		
		Date:
Advanced Project Manager		
		Date:

Introduction / Purpose

Description of the business need for the Change Order (REQUIRED).

Scope

Specific requirements of the Change Order (REQUIRED).

Scope Change

Is not required for all CO's. Only use this section if relevant.

Effort Estimate:

Is not required for all CO's. Only use this section if relevant.

Original Scope Item/Scope Addition	Scope Change	Reason	Hours
Cite SOW reference	*New scope/language*	*Explanation/justification*	
NET CHANGE			

Cost*:

REQUIRED – even if it is $0.

The cost for this change order is xxx hours x $XXX (hourly rate) = $XXX.

This amount will be due according to the schedule below:

Change Order Signing	100%	$XXX

Except as expressly stated herein, the scope of this change order is not tied to any milestone or project closure.

The functionality contained in this change order will be delivered XXX from signing.

Requirement	Hours	Cost ($USD)
Cite changes from above		
Total		

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Fort Wayne, IN
Scope of Work

For the Implementation of:
CIS v5 & Field Workforce Management

12/1/2023

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Introduction

THIS STATEMENT OF WORK (the "SOW") made as of the _ day of___,____ (the "Effective Date").

BETWEEN: N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division) ("Harris")

          - and -

          City of Fort Wayne, IN ("Organization")

The project is defined as the upgrade of Infinity CIS, by Advanced Utility Systems ("Advanced") for City of Fort Wayne ("City of Fort Wayne current CIS Infinity Version 4 ("v4") instance will be upgraded and migrated to Infinity CIS Version 5 ("v5") delivered via the Infinity Cloud Platform and will replace the current on-premise version of Infinity CIS, Advanced's comprehensive customer information and utility billing software.

This document describes the Scope of Work ("SOW") to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and City of Fort Wayne for this project.

The project as outlined in this Scope of Work ("SOW") encompasses all aspects of City of Fort Wayne's Infinity CIS upgrade and migration, including but not limited to project management, requirements gathering, migration preparation, data migration, configuration including interfaces, and training.

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City of Fort Wayne Points of Contact

Primary Point of Contact (POC):

Name	Megan Diehm
Title	IT Project Manager
Organization	City of Fort Wayne, IN
Address	200 E. Berry St., Fort Wayne, IN 46802
Phone	260-409-5892
Email	Megan.Diehm@cityoffortwayne.org
Website	

Other Contact(s):

Name	Maxwell Walling
Title	IT Project Manager
Organization	City of Fort Wayne, IN/Resultant
Address	200 E. Berry St., Fort Wayne, IN 46802
Phone	317-452-1629
Email	mwalling@resultant.com
Website	

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Project Scope

Advanced and City of Fort Wayne agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and it's appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS to City of Fort Wayne:

- Project Management
- Migration Discovery Workshops (Interfaces, Documents, Actions, Scripts)
- Conversion and Migration of 5 years of data from CIS Infinity Version 4 to Infinity CIS (limited to 6 years of history)
- Migration of CIS Configuration
- Data refreshes (Initial, ITC, UAT, Go-Live)
- LMS eLearning Training System
- Conversion of interfaces as identified in Task 2
- Conversion of layouts as identified in Task 2
- Conversion of actions as identified in Task 2
- Conversion of document templates as identified in Task 2
- Technical Support
- Delivery of Infinity CIS and Infinity FWM via the Infinity Cloud environment
- Provisioning of Infinity FWM

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Definitions

Name	Definition
Baseline Accounts	A cross selection of accounts types and services that are used for testing the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by City of Fort Wayne.
CIS	Customer Information and billing System.
Infinity CIS	The Advanced Customer Information and billing System.
Infinity Cloud Platform	The underlying networking, storing, computing, security and monitoring infrastructure which provisions access to Infinity CIS
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
City of Fort Wayne Owned Control Forms	Configuration areas of the system that are the responsibility of the City of Fort Wayne (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor led training delivered remotely by Advanced to the identified Project Team members of City of Fort Wayne on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function.

High defects include: (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected. |
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution, but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact City of Fort Wayne's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the City of Fort Wayne Core Team to City of Fort Wayne employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
CIS Infinity V4	City of Fort Wayne's current customer information and billing system to be replaced by Infinity CIS.

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Field Workforce Management (FWM)	City of Fort Wayne's Field Workforce Management system is currently Infinity Mobile (Mobile). This system will be replaced by Service Link (Mobile Enterprise).

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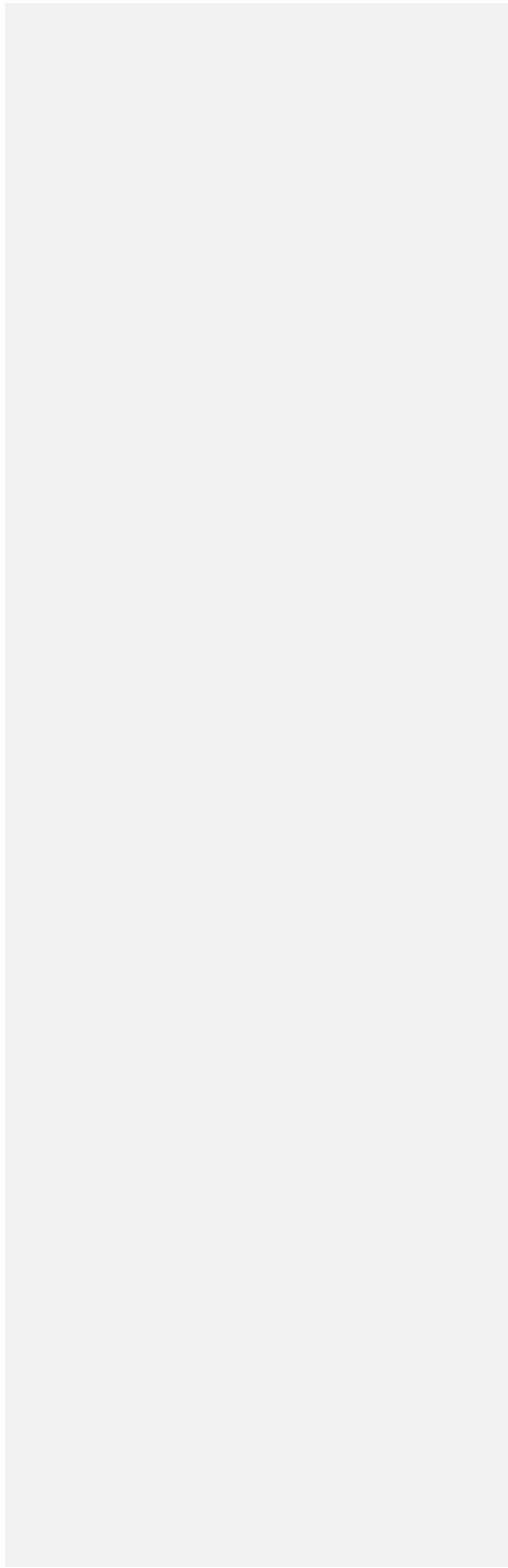
Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with City of Fort Wayne's Project Manager.

2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the City of Fort Wayne's Project Manager.

3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Fort Wayne's Project Manager.

4. Advanced will participate in weekly reviews with City of Fort Wayne's project team. Participation can be waived by mutual agreement.

5. Advanced will provide timely responses to critical issues raised by City of Fort Wayne's Project Manager.

6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.

7. Advanced will prepare and submit project change proposals to City of Fort Wayne's Project Manager as necessary.

8. Advanced will resolve deviations from the Project Schedule.

9. Advanced will monitor the project to ensure that support resources are available as scheduled.

10. Advanced will coordinate and oversee the installation of all Advanced licensed software.

11. Advanced will provision one (1) production and one (1) test instance of Infinity CIS in the Advanced Infinity Cloud Platform and will support the production environment throughout the implementation and both environments after implementation and go live.

12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS side of the interface).

13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issued generated during testing.

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Responsibilities: City of Fort Wayne

1. City of Fort Wayne will provide information required to configure and convert data into the CIS Solution.

2. City of Fort Wayne will establish a Project Team that is representative of the operational areas that will be affected by this project.

3. City of Fort Wayne will designate a Project Manager who will manage the efforts of City of Fort Wayne Team and/or staff and coordinate activities with the Advanced's Project Manager.

4. City of Fort Wayne's Project Manager must ensure that City of Fort Wayne's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

5. City of Fort Wayne's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.

6. City of Fort Wayne will review current business practices, consider and/or adopt new business practices as needed.

7. City of Fort Wayne will provide timely responses to critical issues raised by the Advanced's Project Manager.

8. City of Fort Wayne will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection as required for all scheduled on-premise workshops City of Fort Wayne

9. City of Fort Wayne shall provide suitable facilities for training and testing including, but not limited to computers (with necessary software) and access to the software for the number of users specified in the contract, room equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections, and sufficient space for users and equipment.

10. City of Fort Wayne will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

11. City of Fort Wayne Staff will attend scheduled training sessions.

12. City of Fort Wayne will perform testing as required including functional testing, integration testing, and user acceptance testing and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).

13. City of Fort Wayne will perform manual cut over tasks identified in the data conversion and the cutover plan.

14. With support from Advanced, City of Fort Wayne will be responsible to create, configure and test all City of Fort Wayne Owned Control Forms (including but not limited to service orders, actions, letters, security, admin).   Advanced will provide training City of Fort Wayne on the same.

15. City of Fort Wayne will provide network connectivity to the Infinity Cloud Platform.

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Constraints and Assumptions

1. All prices are quoted in US dollars.

2. Start date is expected around July 1, 2023

3. Fort Wayne has business objective to leave its current Data Center. Setting an accurate go-live date to upgrade and migrate the Infinity CIS platform and meeting that date are a priority.

4. The Fixed Cost will be firm for the services identified herein through the project's duration of 6 to 8 months and 1 month of post-implementation support. Advanced has agreed to complete the implementation within 9 months. If circumstances occur that are outside the control of Advanced and result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.

5. City of Fort Wayne must be on a release version 4.1.60 or higher of Infinity CIS, or with support from Advanced, City of Fort Wayne grade Infinity CIS to release a current stable platform prior to project initiation.

6. Direct write access to CIS Infinity Cloud Platform database is not permitted. Any existing interfaces requiring write access to the database, including but not limited to those using stored procedures or database triggers must be modified to leverage REST, SOAP or AIM based technologies.

7. City of Fort Wayne recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

8. Staffing issues will be resolved between City of Fort Wayne and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City of Fort Wayne will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i)   City of Fort Wayne will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost.

    iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City of Fort Wayne will empower City of Fort Wayne's project team members to make decisions related to configuration and business processes. For some key decisions City of Fort Wayne team

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may be required to elevate the decision process to the executive team. City of Fort Wayne will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

12. City of Fort Wayne and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will reasonably attempt to respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.

13. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers. All City of Fort Wayne and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

14. City of Fort Wayne is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.

15. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. City of Fort Wayne is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but City of Fort Wayne will approach each opportunity from this perspective.

    In the event that City of Fort Wayne rejects any of Advanced's Best Practices recommendations, City of Fort Wayne will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about City of Fort Wayne's requested functionality, and City of Fort Wayne's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

16. When onsite, Advanced agrees to work within standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend. City of Fort Wayne

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Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City of Fort Wayne PM will provide oversight and guidance to City of Fort Wayne staff to ensure successful completion of City of Fort Wayne led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and City of Fort Wayne will partner together for successful project execution. Project Initiation will involve all members of the Advanced and City of Fort Wayne project team. Prior to the remote Project Kickoff meeting, Advanced and City of Fort Wayne will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the City of Fort Wayne review the Infinity CIS upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for City of Fort Wayne identifies the activities, deliverables and resources required for the successful upgrade of Infinity CIS. The Advanced PM and the City of Fort Wayne PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). City of Fort Wayne is responsible for managing the timelines and deliverables of any third-party vendor procured by City of Fort Wayne, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the City of Fort Wayne PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

If, during the course of the project, either party is delayed in the performance of its responsibilities under this SOW due to circumstances that are beyond its reasonable control (e.g., because of a force majeure event or actions of the other party), and such delay materially impacts the project timeline, the parties shall work together in good faith to negotiate an amendment to the project timeline taking into account the number of days that the party experiencing the delay was prevented from performing under this SOW. The project timeline shall then be adjusted using the Scope of Work Amendment process (See Change Control).

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of City of Fort Wayne and at Advanced. Significant changes that are mutually agreed upon and affect the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

> **Commented [1]:** Deletion rejected. Prior paragraph references delays due to performance. Current paragraph references scope changes and the necessary change control processes as is industry standard.

Change Control Process

Advanced will coordinate a joint effort with City of Fort Wayne to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to City of Fort Wayne. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.2 – Project Stakeholder List (RACI Matrix)

The Project Stakeholder list contains the names, contact details, and the degree of involvement in project tasks, communication, and governance. Advanced will create the Project Stakeholder List and review it with City of Fort Wayne for approval.

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Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Project Stakeholder List (RACI)

Subtask 1.3 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress. Advanced will use various methods to communicate regularly with including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced and City of Fort Wayne will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised as-needed.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Weekly Status Meeting and Report
	• Monthly Project Progress Summary (As Needed)

Subtask 1.4 – Quarterly Sponsor Review

Advanced and City of Fort Wayne will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by Advanced PM and City of Fort Wayne PM.

Subtask 1.4 – Deliverables

Subtask 1.4 Deliverables	• Quarterly Sponsor Review

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Task 2 – Infinity CIS Interfaces

This task covers the Infinity CIS interfaces to existing systems, and/or related products in the Infinity product suite. Effort, including but not limited to, software development, software configuration, and network access changes, may be required by City of Fort Wayne's vendors to facilitate these interfaces. These vendor costs, if any, are the responsibility of City of Fort Wayne and are not in the scope to be performed by Advanced.

Advanced will document the status of development, whether conducted by City of Fort Wayne or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces will require efforts from Advanced, and potentially staff or a third-party vendor, to migration and integrate with the Infinity Cloud Platform. Advanced will modify the following group of interfaces required by under this SOW. The specific system modifications required to support a specific interface will be determined during the Interface Discovery workshop.

Subtask 2.1.1 – AIM Import/Export

City of Fort Wayne requires to update file paths for the following Import and Export Definitions.

- Payment Import – Lockbox
- Payment Import – Metavante
- Payment Import – iPay
- Payment Import – FiServ
- Linko Fee Import
- Linko Fine Import
- Yard Waste Import
- Bulk Hauler Charges Import
- New Haven Import
- Itron FCS Reading Import
- Remote Inventory Import
- Linko Concentration Import
- IVR Results Import
- Water Meter Test Results
- Payment S&S Import
- Infinity.Mobile to Hansen
- GIS Property Owner Import
- Fort Wayne GIS Interface
- Beacon Import
- Itron CRF(Common Reading Form)
- FDM ("To Host")
- Sensus Import – V2
- ShutOff Value Import2
- Remote Import – AMM Device
- Sensus Export
- Collection Agency Export (FW)
- IVR Outbound Notice
- IVR Call Lead Services
- MUNIS GL Interface – SQL
- Munis Refund

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- Itron FCS Reading Export
- Sewer Stats
- Water Stats
- Storm Water Stats
- PAP Export
- New Haven Export
- PAP PreNote Export
- Aqua 32AM Southwest Meter Read
- Electronic Bill Print
- Aqua Move IN/OUT
- Aqua SF/SO
- Aqua Monetary Adjustments
- Aqua Cancelled Bills
- Aqua A3 Southwest Meter Reads
- Aqua Southwest Name and Address
- WATERSMART VFLEX
- iTron MDI (Master Data Import)
- MUNIS GL Interface – SQL – ALL
- Fort Wayne FDM Export
- WaterSmart – BillingConsExport
- WATERSMART VFLEX_042522
- Itron Temetra Reading Export
- Temetra-Network Asset Initial
- Temetra- Meter Replacement
- Temetra – Device File
- Temetra – Location File
- Temetra – Full Network Init
- Temetra – Meter Data Update
- Temetra – Meter Removal Only
- Paymentus - CIF File N26
- Temetra-Network Asset Vacant
- Temet2 – Backup
- Paymentus – CIF File N27

Subtask 2.1.2 – HTML Letter Conversion

City of Fort Wayne requires the ability to modify Letters on the fly through AccountView. Infinity CIS requires such documents to be in HTML format and requires conversion from DOCX to HTML. City of Fort Wayne requires 22 letters to be converted.

Subtask 2.1.3 - Genesys Phone Pop

Fort Wayne requires Genesys Phone Pop integration with CIS. The complete scope of work for this integration will be captured in a Technical discovery Analysis Workshop and will be subject to a change order. We currently included 8 hours of effort to complete this integration.

Subtask 2.1.4 – ESRI ArcGIS

Fort Wayne has a two-way integration with ESRI ArcGIS. Infinity CIS does address validation from ESRI ArcGIS API and ESRI ArcGIS pulls customer account information from views in Infinity CIS. The complete

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scope of work for this integration will be captured in a Technical Discovery Analysis Workshop. 40 hours of development, configuration, and support will be included to complete this integration and additional hours will be subject to a change order.

Subtask 2.1.5 - Accela Permitting

Fort Wayne currently pushes information from Accela to Infinity CIS's UTL tables through direct connection to the database. Fort Wayne will need to re-implement this integration using the Infinity CIS REST API. Documentation for Infinity CIS REST API will be provided to Fort Wayne and 16 hours of support. Additional support will be out of scope and will be subject to a change order.

Subtask 2.1.6 - Hansen

Fort Wayne currently pushes information from Hansen to Infinity CIS's UTL tables through direct connection to the database. Fort Wayne will need to re-implement this integration using the Infinity CIS REST API. Documentation for Infinity CIS REST API will be provided to Fort Wayne and 16 hours of support. Fort Wayne will be responsible for this integration and additional support will be out of scope and will be subject to a change order.

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Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and migrate 's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task 1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning of the Infinity CIS test instance in the Advanced Infinity Cloud Platform
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Validate Project Stakeholder List contains all users that need access to the Issues Tracking Tool
- Overview of the operations of Infinity CIS via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the 's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries. City of Fort Wayne

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	- Project Kickoff Meeting - Initial Project Schedule - Training Course Agenda - Issues Tracking Tool Overview - Project Team Contact List

Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and City of Fort Wayne
✓ Transition discussion from Sales to Professional Services	Advanced and City of Fort Wayne

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Criteria	Responsible Party
✓ Project Team identified	Advanced and City of Fort Wayne
✓ Existing CIS Infinity V4 Test and Production system is on build 4.1.60 or higher	City of Fort Wayne

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and City of Fort Wayne
✓ 3.1 Deliverables completed	Advanced
✓ Infinity CIS test instance provisioned and accessible by client	Advanced
✓ Permit network access between Infinity CIS test instance and on-premise solutions (I.e. legacy systems, printers, email services, etc.)	City of Fort Wayne
✓ Private end-point to read-only replica provisioned	Advanced
✓ VNET-to-VNET Tunnel provisioned and configured	City of Fort Wayne
✓ Validate connectivity between CIS Infinity test instance and on-premise solution	Advanced and City of Fort Wayne

Subtask 3.2 – Phase 2 – Infinity CIS Technical Discovery Analysis

Advanced will review the detailed technical requirements of City of Fort Wayne. This analysis will provide an association between 's on-premise CIS Infinity v4 usage and the features and constraints of the Infinity CIS software and Infinity Cloud Platform. City of Fort Wayne

The Technical Discovery Analysis phase will be led by Advanced and broken out into workshops. The workshops review the technical areas of the system and are the basis for how Advanced will upgrade and migrate the system.

Subtask 3.2.1 – Technical Discovery Analysis Workshops

Advanced will conduct Technical Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and will identify the necessary staff needed to attend these workshops two to four weeks in advance.

Advanced will deliver a Technical Discovery Document that will address the items from the technical requirements and include, at a minimum, the following areas:

1. **Bookmarks**
   Review of all non system bookmarks to ensure they are compatible in Infinity CIS
2. **Form Layouts**
   Review of all view and data entry layouts
3. **Document Templates**

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Review with City of Fort Wayne on their process for creating letters. If process requires modification to document in Data Entry Form, the letters will need to be converted from .docx to .html.

4. **Actions**
   Review of Scripts embedded in Actions to ensure they are compatible in Infinity CIS

5. **AIM (Import and Export)**
   Review of file paths and Scripts embedded in AIM. File paths will need to be modified, and scripts will need to be reviewed to ensure they are compatible in Infinity CIS

6. **Database API**
   Review of views and stored procedures configured in the DatabaseAPI folder. Any Interfaces created or defined through views or database will need to be redesigned through alternative means, such as AIM or REST.

7. **Infinity Cloud Platform Endpoint Connectivity**
   Network connectivity between City of Fort Wayne's on-premise systems and the Infinity Cloud Platform requires City of Fort Wayne on Microsoft ExpressRoute, or an IPSEC VNET-to-VNET VPN tunnel. Here we capture and review the networking details to permit connectivity between those client premise systems and the Infinity Cloud Platform.

8. **Identity Management and Authentication and SSO**
   Review authentication and authorization of the CIS. To configure SSO, City of Fort Wayne is responsible to set up their own Azure AD and Azure Enterprise Application. As part of configuration, City of Fort Wayne to provide Advanced a SAML signing certificate and their Azure AD URLs. Advanced will provide a guide for configuring Azure AD SAML Authentication for CIS.

9. **Printing**
   Review of City of Fort Wayne's printing needs. Direct printing to an on-premise networked printer requires download and installation of an executable program by each user requiring the ability to direct print, and a VNET-to-VNET tunnel to be configured in advance. Download and printing of documents via the browser requires no additional setup.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Technical Discovery Workshop • Technical Discovery Document

Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Technical Discovery Agendas delivered	Advanced

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ City of Fort Wayne Core Team and/or SME's attendance at Workshop	City of Fort Wayne
✓ Discovery Workshops conducted	Advanced
✓ Discovery Document delivered	Advanced

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✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	City of Fort Wayne

Subtask 3.2.2 – Infinity Field Workforce Management (FWM) Discovery

Advanced will conduct an Infinity FWM Discovery Workshop. This workshop will be led by Advanced or a partner and will review FWM service order requirements including a detailed review of City of Fort Wayne's business rules and technical environment.

Prior to the start of the Infinity FWM workshop, City of Fort Wayne will complete the Infinity FWM Checklist provided by Advanced.

Advanced will deliver an Infinity FWM Discovery Document that will include the Technical Checklist.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Infinity FWM Discovery Workshop • Infinity FWM Checklist • Infinity FWM Discovery Document

Subtask 3.2.2 – Entry Criteria

Criteria	Responsible Party
✓ Infinity FWM Checklist delivered	Advanced
✓ Infinity FWM Checklist complete and returned 2 weeks prior to Discovery Workshop	City of Fort Wayne
✓ Infinity FWM Discovery Agenda delivered	Advanced

Subtask 3.2.2 – Exit Criteria

Criteria	Responsible Party
✓ Infinity FWM Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	City of Fort Wayne
✓ Infinity FWM Discovery Document delivered	Advanced
✓ Infinity FWM Discovery Document reviewed and signed off 10 days from receipt	City of Fort Wayne

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Subtask 3.3 – Phase 3 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

Subtask 3.3.1 - Infinity CIS Initial Upgrade Conversion, Data Validation and Testing

Prior to conversion, City of Fort Wayne will archive and purge system to limit to 6 years of data in their production V4 system. Advanced will supply a data validation report confirming both Version 4 and Infinity CIS systems are in balance and will release the system for testing by City of Fort Wayne

Following is the sequence of steps to initiate, execute and validate CIS Infinity Initial Upgrade conversion:

Step	Responsible Party
✓ Upgrade the staging environment to the most recent CIS Infinity build	Advanced
✓ Purge the data in the staging (on-prem) environment prior to the initial data conversion, to meet the limitation of data transfer to 6 most recent years of data	City of Fort Wayne
✓ Open a VPN tunnel (VNet to VNet) to enable data load from staging environment to target system	Advanced and City of Fort Wayne
✓ Extract the information from staging environment, transform the data and load all extracted database records into the target system. This process will ensure proper data type conversions and casts, maintenance of all encrypted data elements and user defined fields	Advanced
✓ Generate a validation report to demonstrate that all data has been properly transferred between staging environment and target system	Advanced
✓ Review validation report	Advanced and City of Fort Wayne

Prior to the completion of the Initial Upgrade Conversion City of Fort Wayne will select a group of Baseline Accounts.
Baseline Accounts provide City of Fort Wayne's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in City of Fort Wayne's Baseline Accounts, as applicable. As part of the Initial Upgrade Conversion, City of Fort Wayne will undertake testing of the Infinity CIS Upgrade conversion. City of Fort Wayne's project manager will coordinate the completion of the Infinity CIS Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

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During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access City of Fort Wayne's staging server in order to initiate the data transfers to the target test system in Azure. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.1.1 Deliverables	• Advanced Deliver Data Validation Report which validates conversion accuracy between V4 and V5 • Advanced Review and deliver initial V5 data conversion load with City of Fort Wayne • Advanced Time the process to convert and load data • City of Fort Wayne Review and approve the Data Validation Report • City of Fort Wayne Run reports currently used by City of Fort Wayne system in V4 and V5 to confirm versions are in balance • City of Fort Wayne Identify Baseline Accounts for testing • City of Fort Wayne Create test scripts and share with Advanced • Advanced to run CIS Infinity Data Validation Tool and present the report to City of Fort Wayne • City of Fort Wayne to review and approve data validation report

Subtask 3.4 – Phase 4 – Core Team Training

Core Team Training will be provided via our self-serve Learning Management System when provisioning of the Infinity CIS test instance system provisioning is complete. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. Our self-serve training is designed to train existing users on the new user interface (UI) and changes in key functional areas within Infinity CIS. Core Team training assumes users have access to a browser with sound, are able join MS-Teams, and are familiar with CIS Infinity V4 and City of Fort Wayne's business processes. Introductory or basic training to users unfamiliar with CIS Infinity V4 functionality and processes is not in scope.

Subtask 3.4 – Deliverables

Subtask 3.4 Deliverables	• Provide Access to self-serve training media • Provide live remote Infinity CIS demo / walkthrough and Q&A session via MS-Teams

Subtask 3.4 – Entry Criteria

Criteria	Responsible Party
✓ Access provided to self-serve Learning Management System	City of Fort Wayne
✓ Infinity CIS test instance provisioned	Advanced

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Subtask 3.4 – Exit Criteria

Criteria	Responsible Party
✓ Live remote Infinity CIS demo / walkthrough delivered	Advanced
✓ 90% Completion rate from Core Team at all sessions	City of Fort Wayne

Subtask 3.5 – Phase 5 – Interface Delivery

Once an interface has been migrated and internally validated by Advanced, City of Fort Wayne will be notified that the interface is ready to be released and available for testing or will be notified that the interface is ready to be released and deployed in Fort Wayne's environment.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Interfaces are ready for City of Fort Wayne to test

Subtask 3.5.1 – Entry Criteria

Criteria	Responsible Party
✓ All City of Fort Wayne responsible configuration and development changes captured in Technical Discovery Document	Advanced and City of Fort Wayne
✓ All advanced responsible configuration and development changes captured in Technical Discovery Document	Advanced

Subtask 3.5.1 – Exit Criteria

Criteria	Responsible Party
✓ All Advanced responsible interface configuration and development changes delivered	Advanced
✓ All City of Fort Wayne responsible interface configuration and development changes delivered	City of Fort Wayne
✓ Testing of interfaces with 3rd party vendor participation (if applicable)	City of Fort Wayne

Subtask 3.6 – Phase 6 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide with generic test scripts. Modification of test scripts to match 's specific business scenarios is the responsibility of . From the test scripts will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

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At the start of the each cycle, Advanced will re-load the data migrated during subtask 3.3/phase 3.

Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by . The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and staff to ensure the issues are being actively worked and tested.   The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the   Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

City of Fort Wayne will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.6.1 - Functional Testing

Functional Testing

Functional testing will utilize the baseline accounts to exercise full scale testing of the system to confirm core business functions such as Billing, Cash, New Services, Daily Processes, Collection, Loans and Meter/Equipment are working as expected. Saved searches and filters, bill print(s), notices, standard and custom reports, scheduler will also be tested during this phase. Individual accounts will be reviewed by Advanced, and will be run through a meter to cash process, including any interfaces.

Subtask 3.6.1 – Deliverables

Subtask 3.6.1Deliverables	**ADVANCED DELIVERABLES:** 　　　1.　Provide on-going issue resolution 　　　2.　Provide Q&A sessions as needed **Fort Wayne DELIVERABLES:** 　　　1.　Execute test scripts, document results, enter defects in Team Support 　　　2.　Provide weekly status updates on testing progress 　　　3.　Log and re-test issues

Subtask 3.6.1 – Entry Criteria

Criteria	Responsible Party
✓ Infinity CIS Pre-Test System Installed	Advanced
✓ Refresh Infinity CIS Pre-Test System data	City of Fort Wayne
✓ Test Scripts customized with City of Fort Wayne Test Cases	City of Fort Wayne
✓ Jointly developed criteria of ticket severity that would prevent the promotion of the system to the User Acceptance Testing (UAT) Phase	Advanced and City of Fort Wayne

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	Criteria	
✓	Q&A sessions conducted to answer testing related questions quickly and in-depth to continuously unblock testing and reduce the amount of Team Support tickets	Advanced

Subtask 3.6.1 – Exit Criteria

	Criteria	Responsible Party
✓	Infinity CIS Pre-Prod System ~~Installed~~ Provisioned	Advanced
✓	Testing of all applicable functional modules using test scripts and test cases, reporting any anomalies in Team Support	City of Fort Wayne
✓	Retesting of fixed items and reporting anomalies in Team Support	City of Fort Wayne
✓	Successful resolution of tickets that would prevent the promotion of the system to the User Acceptance	Advanced

Subtask 3.6.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by City of Fort Wayne to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all City of Fort Wayne Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.6.2 – Integration Testing Deliverables

Subtask 3.6.2Deliverables	• ITC Data Conversion Refresh and Validation Report • ITC Build Release for Modifications (if needed)

Subtask 3.6.1 – Entry Criteria ITC

	Criteria	Responsible Party
✓	Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	City of Fort Wayne
✓	ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Fort Wayne
✓	Successful resolution of 70% of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date	Advanced
✓	Infinity CIS Test Instance data loaded	Advanced
✓	Interfaces complete	Advanced
✓	Infinity FWM configuration	Advanced

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Subtask 3.6.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Bill Print Testing complete and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Successful testing of the Loans Module (No open medium or high severity issues)	City of Fort Wayne
✓ Infinity FWM testing and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Infinity FWM configuration/GUI complete and ready for UAT	Advanced

Subtask 3.6.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with to select the integration test scripts that will be used during UAT.

The Advanced PM will work with to ensure that test results for each testing phase provide evidence that Infinity CIS capabilities have been properly integrated and tested in 's test environment. Advanced will work with City of Fort Wayne to support performance tests.

Subtask 3.6.3 – User Acceptance Testing Deliverables

Subtask 3.6.3 Deliverables	• UAT Data Conversion Refresh and Validation Report

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	• UAT Acceptance Criteria

Subtask 3.6.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Fort Wayne
✓ Retested interfaces and modifications with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Fort Wayne
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Bill Print Testing completed and signed off	City of Fort Wayne
✓ Reports Testing completed and signed off	City of Fort Wayne
✓ System Code Freeze	Advanced
✓ Final review of City of Fort Wayne Owned Control Forms	City of Fort Wayne
✓ Infinity FWM Issues reported not less than 10 days from scheduled UAT Refresh fixed	Advanced/City of Fort Wayne

Subtask 3.6.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	City of Fort Wayne
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Regression and stress test executed successfully	City of Fort Wayne
✓ Successful testing of Payment Processor	City of Fort Wayne
✓ Successful testing of the Loans Module (No open medium or high severity issues)	City of Fort Wayne
✓ Successful testing of Infinity FWM	City of Fort Wayne

Subtask 3.7 – Phase 7 – End User Training

End User Training will be provided via our self-serve Learning Management System when provisioning of the Infinity CIS test instance system provisioning is complete. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. Our self-serve training is designed to train existing users on the new user interface (UI) and changes in key functional areas within Infinity CIS. End User training assumes users have access to a browser with sound, are able join MS-Teams, and are familiar with CIS Infinity V4 and City of Fort Wayne's business processes. Introductory or basic training to users unfamiliar with CIS Infinity V4 functionality and processes is not in scope.

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Subtask 3.7 – Deliverables

Subtask 3.7Deliverables	• Completion of LMS Self Serve eLearning • Training Session Attendance Report • Training Session Signoff form

Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	City of Fort Wayne
✓ End User Training Schedule created	Advanced and City of Fort Wayne

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ All LMS Self Service sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified (As needed)	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live (As Needed)	City of Fort Wayne

Subtask 3.8 – Phase 8 – Provision and Technical Validation of Production Instance

During this phase Advanced will provision and validate the technical features of Infinity Cloud Platform. Advanced will lead and work with the client to conduct a regional failover test, and a backup and restore test. Network connectivity between the Infinity CIS production instance, on-premise, and/or 3rd Party services will also be validated in this phase.

1. **Failover Testing**
   Advanced will simulate a system failover to a different region of the cloud infrastructure. Advanced will be responsible for a smoke test of the site during failover and failback. To ensure proper testing of such failover, the following steps will be executed:
   1. Advanced to simulate a server outage
   2. City of Fort Wayne to accept system is accessible and functional after failover
   3. City of Fort Wayne to ensure system is functional after failback
   Failover testing will happen after Functional Testing and requires 6 hours of effort. Additional effort will be subject to a change order.

2. **Restoration Testing**

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Advanced will simulate a system data recovery from backup to cloud infrastructure. Advanced will be responsible for a smoke test of the site during restoration. To ensure proper testing, the following steps will be executed:

1. Advanced to simulate a data restore using the point in time restore backup
2. City of Fort Wayne to ensure system is functional after restoration

Restoration testing will happen after Functional Testing and requires 6 hours of effort. Additional effort will be subject to a change order.

Subtask 3.8 – Deliverables

Subtask 3.8Deliverables	• Regional Failover and Failback Test report • Backup and Restore Test report • Production Connectivity Test report

Subtask 3.8 – Entry Criteria

Criteria	Responsible Party
✓ Infinity CIS Production Instance Provisioned	Advanced

Subtask 3.8 – Exit Criteria

Criteria	Responsible Party
✓ Regional Failover and Failback Test successful	Advanced
✓ Backup and Restore Test successful	Advanced
✓ Production Connectivity Test successful	City of Fort Wayne

Subtask 3.9 – Phase 9 – Cut-Over Plan/Go/No Go Criteria

City of Fort Wayne will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Subtask 3.10 Phase 10 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and   to transition the CIS Solution to production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff

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- A formal release from Advanced that documents that the system has been handed to in full balance

Subtask 3.9 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.9 Deliverables	- Go/No Go Criteria - Cut-Over Plan - Formal Authorization to Transition to Live

Subtask 3.9 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and City of Fort Wayne
✓ has invoked Change Management plan (employees, customers, vendors)City of Fort Wayne	City of Fort Wayne
✓ End Users trained	Advanced or City of Fort Wayne

Subtask 3.9 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	Advanced and City of Fort Wayne
✓ Organizational Readiness Plan finalized	Advanced and City of Fort Wayne
✓ Go/No Go Meeting	Advanced and City of Fort Wayne
✓ Authorization to Go Live	City of Fort Wayne
✓ Post Cut-Over List of Tasks	Advanced and City of Fort Wayne

Subtask 3.10 – Phase 10 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and staff. The transition to live will require a new and final data conversion. Prior to which, City of Fort Wayne must quiesce and shutdown the production CIS Infinity V4 system. Following shutdown City of Fort Wayne will perform a back-up and restore of production data to the staging database. Then Advanced will perform the final migration of data to Infinity CIS database.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Final Cut-Over Plan Report

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	• Final Release Data Conversion Refresh and Validation Report
	• AR Balancing Report
	• Year and month active confirmation
	• AR Summary Details Report
	• Transaction Code Report
	• Rates Report

Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and City of Fort Wayne
✓ End Users trained	Advanced and City of Fort Wayne
✓ 3rd Party Vendors communicated and on board	City of Fort Wayne
✓ Execution of Organizational Readiness Plan	Advanced and City of Fort Wayne
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Fort Wayne
✓ Post Live Items identified	Advanced

Subtask 3.11 – Phase 11 – Post Go Live

Advanced will assist throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to :

- Weekly PM and technical staff meetings to review all high-priority items.
- Remote communications and video conference customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, support services will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Monthly Post Live Support Log

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	• Transition to Support

Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Fort Wayne
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Punch List Items resolved	Advanced and City of Fort Wayne
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

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Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

Infinity CIS V4 to Infinity CIS V5 with Infinity FWM Upgrade Professional Services Fees		
Line Item	Discount	Price
Project Management		$ 29,250.00
Discoveries		$ 13,000.00
Provision and Initial Configuration (10% discount)	$4235	31,500.00
Infinity FWM Initial Configuration		$ 94,000.00
Testing Assistance		$ 22,500.00
Training (40% discount)	$4800	$ 7,200.00
Cloud Setup (10% discount)	$2000	$ 18,000.00
Post Live Support (10% discount)	$1000	$ 9,000.00
Customer Testing Assistance		$ 14,400.00
Total	**$12,035**	**$238,850.00**
Travel Expenses - AUS (2 trips for 1 person)		**Billed as incurred per rates outlined in MSA**
Travel Expenses – FWM Service Link (1 trip for 1 person)		**Billed as incurred per rates outlined in MSA**

Annual Fees		
Line Item	Discount	Price
Infinity v5 Platform Subscription Fees (70 Concurrent Users and up to 130,000 accounts)		$ 26,061.00
Infinity FWM Subscription Fees (50 Named Users)		$24,250.00
LMS eLearning Module plus 2 tickets to HCTC	$9,995.00	$0.00
Infinity Cloud Hosting		$ 93,750.00
Total	**$9,995.00**	**$ 144,061.00***

* Annual fees outlined here are in addition to existing 2023 recurring fees.

Note: Additional services required by City of Fort Wayne through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of $250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Note: Additional Subscription Fees that exceed maximum account/meter allowance as follows: CIS at $2.50 per account per year.

Note: Existing Maintenance and Support fees are reflected in the MSA.

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Milestones Payments

Professional Services

Reference	Milestone – City of Fort Wayne will be billed according to the completion of the Milestone	Invoice Amount	Task
CT1	Contract Signing	$ 59,712.50	n/a
MP1	Completion of Project Kickoff Meeting	$ 7,464.06	3.1
MP2	Completion of CIS Discovery Workshop	$ 7,464.06	3.2.1
MP3	Completion of FWM Discovery Workshop	$ 7,464.06	3.2.2
MP4	Initial Data Conversion/Load Complete	$ 14,928.13	3.3.1
MP5	Core Team Training Q&A Session Complete	$ 7,464.06	3.4
MP6	Interfaces Delivered	$ 14,928.13	3.5
MP7	Completion of ITC	$ 29,856.25	3.6.1
MP8	Completion of UAT	$ 59,712.50	3.6.2
MP9	Transition to Live	$ 29,856.25	3.10
	Total Services	**$ 238,850.00**	

PAYMENT TERMS:

Year 1 Annual Subscription Fees are due on or before the Effective Date of this SOW. Years 2,3,4 and 5 Annual Subscription Fees are due on the anniversary of the Effective Date.

Ongoing Annual Subscription Fees subject to a 4% annual escalation in years 1-3 and 5% annual escalation for years 4 and 5.
Professional Services Fees stated above will be invoiced based upon the milestones outlined above.

All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. Lapsed payments may lead to denial of access to the Service. Delayed payments are subject to an interest charge at a rate of 1.5% per month, or the highest amount permitted by applicable law, whichever is lower.

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ADDITIONAL PROFESSIONAL SERVICE(S) FEES:

Additional Professional Services may be provided on-site or via the telephone. Additional Professional Services work provided via telephone is billed at the rate of two hundred and forty five ($245) per hour. Additional Professional Services work performed on-site does not include travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Advanced Professional Services rates. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar ($750) daily surcharge for any Professional Services provided on weekends or Advanced recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per Article 6.

Additional Professional Services may include, but are not limited to, the following: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

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Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

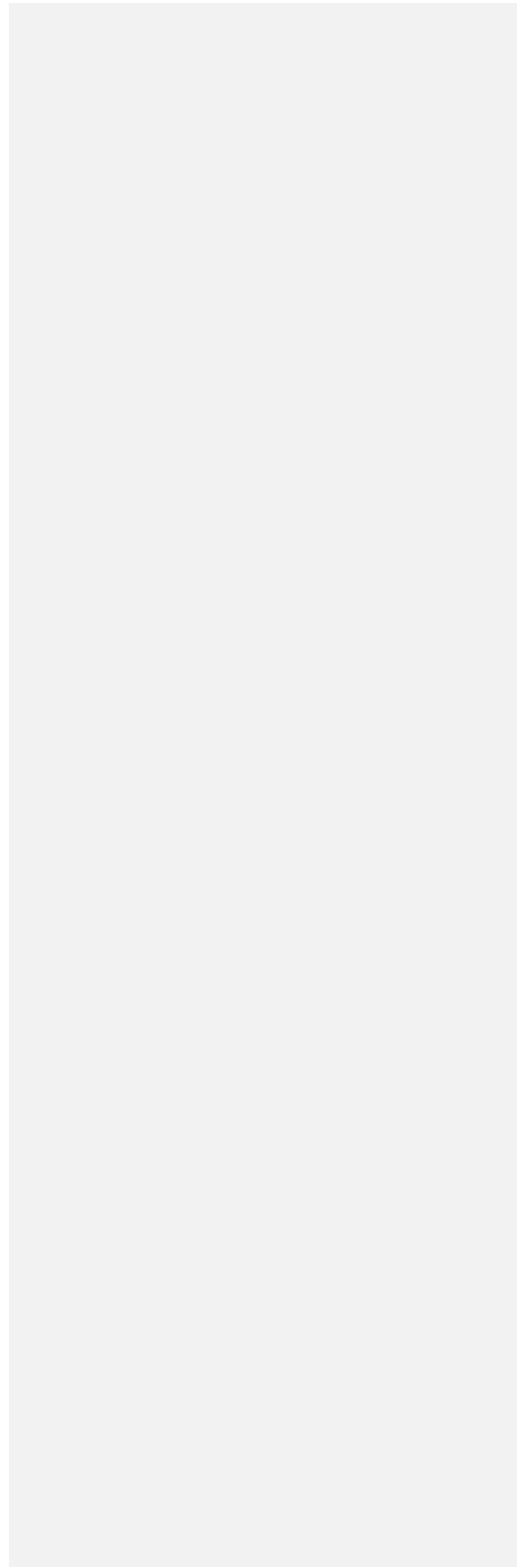**N. HARRIS COMPUTER CORPORATION**

Per:

Name: Hari Subramaniam

Title: Executive Vice President

City of Fort Wayne

Per:

Name:

Title:

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COUNCIL DIGEST SHEET

Enclosed with this introduction form is a tab sheet and related material from the vendor(s) who submitted bid(s). Purchasing Department is providing this information to Council as an overview of this award.

RFPs & BIDS

Bid/RFP #	N/A
Awarded To	N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division)
Amount	$626,610.52
Conflict of interest on file?	X Yes ☐ No
Number of Registrants	N/A
Number of Bidders	N/A
Required Attachments	

EXTENSIONS

Date Last Bid Out	N/A
# Extensions Granted To Date	N/A

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	N/A
Sole Source/ Compatibility Justification	

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	x Yes ☐ No *If no, explain below*
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

Increase/decrease amount from prior years For annual purchase (if available).	N/A

DESCRIPTION OF PROJECT / NEED

Identify need for project & describe project; attach supporting documents as necessary.	Data storage for growth and resiliency from man-made and natural disasters.

REQUEST FOR PRIOR APPROVAL

Provide justification if prior approval is being requested.	N/A

FUNDING SOURCE

Account Information.	182ITCY3-5395
	5979REV4-5467U5-92132

Fort Wayne City Council
c/o City Clerk' Office
200 East Berry Street
Fort Wayne, IN 46802

Subject: Utility Customer Billing Software Upgrade and Migration to Cloud

Members of City Council:

This ordinance is to approve the Statement of work, Master Services Agreement and license maintenance needed for the software upgrade and migration to a managed cloud implementation at a total cost of $626,610.52 from and through N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division) by City Utilities of Fort Wayne, Indiana.

.

City Utilities first purchased this billing and customer communication management system in 2014, which is currently hosted in the City/County/Utility data center out of which we are currently moving.

This software helps meet the needs of the City, and the Utility in the following ways:
- It provides the means by which we track usage and produce billing for all three utilities: water, sewer, and storm.
- It provides the means by which we track usage and produce billing for solid waste.
- It will eliminate our need to replace current aging infrastructure saving approximately $300,000 every three years, and an additional $270,000 in current hosting and maintenance costs.
- It will reduce our need for cloud backup, saving approximately $10,000 per year.
- It will store our data in multiple physical locations, allowing us to recover more quickly from cyber attacks, or physical disasters.

If you have any questions, please call me at 260 458-1106.

Joseph Welch
Deputy Director, CIO
City Utilities