ADVANCED
UTILITY SYSTEMS

2235 Sheppard Avenue East
Suite 1400
Toronto, ON M2J 5B5

Contact:
Sara Fernandes
Sales Engineer
(T) (416) 496-0149 Ext. 270
sfernandes@advancedutility.com

Town of Gilbert

Request for Proposals

Services: CIS Software
Solicitation Number: 320000190

Response

January 23, 2020

Contents

IV. PROPOSER'S PROPOSAL

IV.   PROPOSER'S PROPOSAL

4.1   Proposer's Proposal: For the proposal opening January 23, 2020 for services.

4.2   Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3   Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4   Proposal Price: See Exhibit A and return as part of proposal.

4.5   Agreement Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into an Agreement with the Town of Gilbert within ten (10) days after Gilbert's acceptance of this proposal at the listed scheduled price.

4.6   Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
) ss.
Maricopa County   )

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the Agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. _1_____ issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Peter Fanous
_____
Name
Executive Vice President
_____
Title

SUBSCRIBED AND SWORN TO BEFORE ME this __9th__ day of __January__, 20_20_, by _____.

[signature]
PETER FANOUS

[signature]
Notary Public

My Commission Expires:

__In Perpetuity__

JANE HARVEY ASSOCIATES
1800 Sheppard Avenue East
Suite 2103, P.O. Box 211
Toronto, Ontario M2J 5A7

Authorized Signature Form

TOWN OF GILBERT, ARIZONA

AUTHORIZED SIGNATURE FORM

Gilbert Agreement Number: 320000190

Contractor Name: Advanced Utility Systems, a division of N. Harris Computer Corporation

WHEREAS, the Town of Gilbert requires that Contractor execute documents necessary for the prompt and efficient execution of the business related to the AGREEMENT;

NOW, THEREFORE, on behalf of the Contractor, I hereby declare that
Peter Fanous
(Name of Parties Authorized)

is/are authorized to execute and sign on behalf of said Contractor the following documents:

1. The AGREEMENT
2. The Bond
3. Payrolls
4. Claims

5. CHANGE ORDERS
6. All other papers necessary
   for the conduct of the
   corporation's affairs and
   the execution of the AGREEMENT

The above-named person is granted the authority and duties herein referenced for the duration of the AGREEMENT for this PROJECT or until express notice of revocation has been duly given in writing, whichever is the lesser period. In the event Contractor is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.
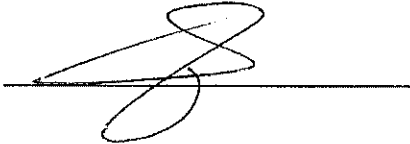
N. HARRIS COMPUTER CORPORATION

The undersigned, being Chief Executive Officer of N. Harris Computer Corporation, a corporation incorporated under the laws of Ontario (the "Corporation"), hereby takes the following actions and adopts the following resolutions pursuant to the laws of the Province of Ontario:

RESOLVED, that Peter Fanous, Executive Vice President of N. Harris Computer Corporation, is hereby authorized to sign, commit, execute and deliver in the name of and on behalf of the Corporation all contracts with the Corporation's customers, suppliers, consultants and other providers of ordinary course of business services. Peter Fanous is further authorized to provide additional information and execute other documents as may be required in connection with said contracts and to execute any amendments and revisions thereto.

Effective Date: July 25, 2012

N. HARRIS COMPUTER CORPORATION
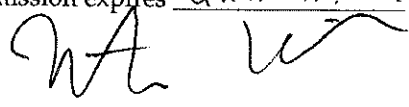
Signature:

Name: Jeff Bender
Title: Chief Executive Officer
Date: _July 25, 2012_

N. HARRIS COMPUTER CORPORATION

Signature:

Name: Peter Fanous
Title: Executive Vice President
Date: _August 14, 2012_

Sworn to and subscribed before me this _14th_ day of _August_, 20_12_
Notary Public – Province of Ontario
My commission expires _unlimited duration_

(Printed type or stamped Commissioned name of Notary Public)

Martin Elliot Wintraub
Barrister & Solicitor
Notary Public & Commissioner
For taking oaths in and for the Province of Ontario.
My commission is of unlimited duration.
No legal advice given.

Red Seal Notary Inc.
4850 Yonge Street, Unit 201
Toronto, Ontario, M2N 5N2
Tel: (416) 922-7325
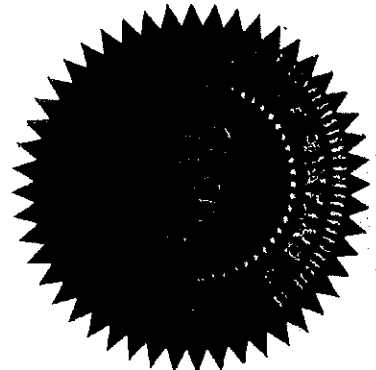
Peter Fanous
Name

Vice President

ation)

Ontario   )
) ss.
         Ottawa   )

I,   Peter Fanous   of the Advanced Utility Systems, a division of N. Harris Computer
corporation, do hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of said
corporation, at a meeting of said Board held on   July 25   , 20 12   , and that the same is in full force and
effect at this time.

DATED   January 9   , 20 20   .

                                                  _____
                                                  (Officer of Corporation)

poration)
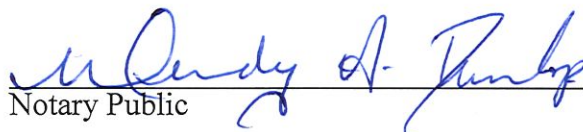
OF Ontario   )
   ) ss.
County of   Ottawa   )

This instrument was acknowledged before me this _____9th_____ day of ____January____, 20 _20_ by _____PETER FANOUS_____,
appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said corporation for the purpose and consideration therein expressed.

_____
Notary Public

My Commission Expires:

__In Perpetuity__

JANE HARVEY ASSOCIATES
1800 Sheppard Avenue East
Suite 2163, P.O. Box 211
Toronto, Ontario M2J 5A7

1. Cover Letter

ADVANCED
UTILITY SYSTEMS
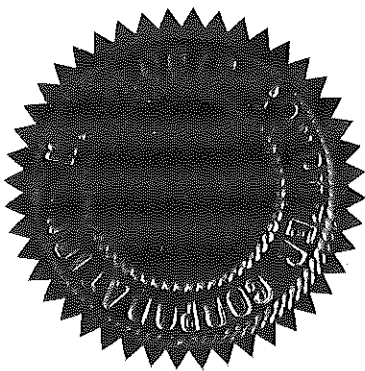
Tuesday, January 21, 2019

Town of Gilbert Purchasing Division
Attn: Diane Shannon, Contract Analyst
Municipal Center, Conference Room 233
50 East Civic Center Drive
Gilbert, Arizona 85296

To the Evaluation Committee:

I would like to thank you for providing Advanced Utility Systems, a division of N. Harris Computer Corporation (Advanced) with the opportunity to respond to the Town of Gilbert's (the Town) Request for Proposals (Solicitation Number: 320000190) for CIS Software. I am pleased to submit an original, 2 paper copies and 2 electronic copies on flash drive of our response.

The Town has an extensive list of requirements, and a successful solution must of course provide all of these expected services. Further, a new CIS is a long-term investment. As needs change over time, the system should be able to change with it.

As such, Advanced is pleased to offer the Town a solution with unmatched functionality available standard, which means the Town can meet all of its needs and more without expensive customization. Our solution also offers the flexibility, through sophisticated configuration tools, to add new reports, change billing schemes, and handle new circumstances, new requirements, and new ideas as they emerge.

With this in mind, we are proposing our industry leading solution that will support your current and future strategic objectives. This solution includes **CIS Infinity**, our utility specific CIS which supports core "meter-to-cash" business processes (hosted in the cloud through Amazon Web Services); **Infinity.Link Enterprise powered by MyMeter**, our online customer self-service application, **Infinity.Mobile Enterprise**, our mobile field service application and **Infinity.BWP**, our backflow contractor verification product.

The following are some of the key benefits that Advanced's proposed solution will provide to the Town:

Quick Access to Customer Information

CIS Infinity is easy to use and navigate which facilitates first call resolution and improves customer satisfaction. Users can access key information on a single screen – no need to jump from screen to screen to obtain information and perform routine functions. Users can also easily configure screens to provide the information they most need to be successful at their jobs. Additionally, with the deployment of Infinity.Link Enterprise, the City will enable its customers to conduct their utilities business on a 24 x 7 basis by offering electronic billing, payment and other customer self-service capabilities on a wide variety of user devices.

Automation

CIS Infinity's Actions and system workflow will enable the Town to reduce manual processes and improve operational efficiencies. Collection processes (e.g. customer reminders, penalties), service order generation (e.g. move in/out), and more can all be automated through use of user defined Actions thereby freeing the Town's staff to focus on analysis and managing non-standard scenarios and customer interactions.

Flexible Reporting

CIS Infinity includes a powerful reporting engine that enables end users (without IT assistance) to access the data within the system. This will provide the Town's users and management with the information they need for enhanced performance management and decision making.

Integration with industry-leading applications

Our ability and experience with interfacing and integrating with many third party applications (e.g. Financials, Work Order Management, Geographical Information Systems, etc.) will make deployment and integration faster. CIS Infinity employs a full API of SOAP compliant web service methods that allows for access to almost all facets of the services layer (business logic) of CIS Infinity. Enhancing our integration ability is our REST API, further improving integration simplicity and reliability.

Implementation Excellence

Our skilled services staff will work with your project team to enhance current business practices, develop methods for streamlining operations, and ensure that all your staff is well-trained and able to exploit the power of your solution. Our commitment is to work with the City to successfully implement the solution using our proven, structured implementation methodology.

In summary, our solution's flexibility, comprehensive functional and reporting capabilities, easy-to-use interface and automation along with our commitment to our customers' success are just some of the key reasons why the Town should consider Advanced the right business partner for its CIS implementation.

Should you have any questions or require additional information, Sara Fernandes, will serve as the primary point of contact. Her contact information is as follows:

Sara Fernandes, Sales Engineer - (T) (416) 496-0149 Ext. 270 | (E) sfernandes@advancedutility.com

This proposal shall remain open for 180 days after the day of the opening of proposals. In addition, we acknowledge the receipt of Addendum No 1.

We have learned a great deal about the Town from the RFP and welcome the opportunity to meet with the Town's team to discuss the details of our proposal.

Sincerely,

Peter Fanous, Executive Vice President

2. Requirements

Town of Gilbert, AZ CIS Software Requirements	R = Required I = Important N = Nice to have E = Explore

Software Vendor	Response
1. Company Name	Advanced Utility Systems, a division of N. Harris Computer Corporation
2. Company Contact:	
a. Name and Title	Sara Fernandes, Sales Engineer
b. Address, Phone, Email	2235 Sheppard Avenue East, Suite 1400 Toronto, ON M2J 5B5 416-496-0149 Ext 270 sfernandes@advancedutility.com
3. Company Information:	
a. Year Founded, Public vs. Private	1997, Public
b. Employee Count - Total	145
c. Employee Count – Proposed Product	145
d. Nearest Office to Gilbert, AZ	Advanced maintains one corporate office in Toronto, Ontario where the majority of staff are located. Advanced also has technical, support and sales staff located throughout the United States in California, Colorado, the Town of Gilbert, Arizona, Minnesota, Montana, Texas and Vermont.
4. Customers on Proposed Application:	
a. Total CIS Customers	142
b. Total CIS Customers – Cities	74
c. Total CIS Customers - Similar Size	18
d. Total CIS Customers – Arizona	3
5. Software Versions	
a. Proposed and Current Version and Release Date	We are proposing CIS Infinity, Version 4 and it was released in Q1 of 2015.
Pricing	**Response**

Software Vendor	Response
6. **Software License, SaaS, Hosting Fees:** For modules to meet required functionality – Year 1 • **CIS:** 220 Named Users (105 Editing + 115 Read Only). Currently using Enterprise Licensing. • **Citizen Portal –** 88,000 Active Water Customers	$652,983.00 *Should the Town of Gilbert choose to go with an on-premise solution, please deduct the AWS annual fee as noted in Exhibit A Pricing.
7. **Implementation:** Estimate including process review, design, configuration, training, testing, integration, data conversion, reports, forms, etc.	$2,064,000.00
8. **Maintenance:** Maintenance percent and increases for years 1-10 if applicable.	5% annual increase was used as a base model. However, percentage will be negotiated if selected as your vendor. Please refer to Exhibit A Pricing for annual cost breakdown.
9. **Recurring SaaS Costs:** Annual SaaS fees and increases for years 2-10.	5% annual increase was used as a base model. However, percentage will be negotiated if selected as your vendor. Please refer to Exhibit A Pricing for annual cost breakdown.
10. **Other:** Indicate any 3rd party software and associated costs required.	N/A
11. **Total Year One Cost:** License, Implementation, Maintenance, SaaS fees.	$2,844,043.00
12. **Total Ten-Year Cost:** License, Implementation, Maintenance, SaaS fees.	$6,288,975.00 Pricing is valid for 180 days from response submission date.

Ranking		Response – Rating and Comment
	Required Functional Areas	
R	13. Customer Records	4 – Standard and available in the current release. CIS Infinity is a complete Customer Information System which tracks all key information about a Customer and an Account. CIS Infinity also retains all customer history.
R	14. Customer Service	4 – Standard and available in the current release. CIS Infinity is a best-of-breed Customer Service platform. The CIS Infinity user interface is designed such that CSRs have all the information they need to handle customer inquiries right on one screen.
R	15. Service Requests and Service Orders	4 – Standard and available in the current release. In CIS Infinity you can initiate the work, track the

Ranking			Response – Rating and Comment
			work, update Orders and view historical Orders. Orders can be both Service and Meter based.
R	16.	Utility Billing	4 – Standard and available in the current release. CIS Infinity has a powerful billing engine providing rate tools and billing functionality to support the Town today as well as in the future.
R	17.	Accounts Receivable and Cashiering	4 – Standard and available in the current release. CIS Infinity provides an easy to use cashiering module that is included as part of the standard offering as well as comprehensive AR/AP integration points using our REST API.
R	18.	Queries and Reports	4 – Standard and available in the current release. CIS Infinity utilizes queries that give a user access to any table/field within the product. Reporting from CIS Infinity can be done in a multitude of ways and includes the ability to export raw data right from the CIS. All data can be exported into PDF, Excel and may other formats right from the main screens.
	Technology		
R	19.	On-Premises, SaaS, or Hosted options. Indicate options and percent of customers using each.	4 – Standard and available in the current release. Advanced is proposing a hosted solution to the Town with respect to CIS Infinity. Specifically we are proposing an Amazon Web Services cloud deployment through our partner FuseForward. FuseForward provides ready-made, secure IT environments for critical infrastructure providers running critical application workloads in the cloud. We can also provide an on-premise solution. Currently the majority of our customers have an on-premise technical architecture. We have 3 customers using our hosted solution.
R	20.	SaaS or Hosted preference for single tenant with open API or Microservice API access to data.	4 – Standard and available in the current release. The solution would be hosted as single tenant on Amazon Web Services. Each server instance will be dedicated.
R	21.	Preference for MS SQL platform if on-Premises.	4 – Standard and available in the current release. The Advanced on-premise solution supports MS SQL.

Ranking			Response – Rating and Comment
R	22.	Indicate database and version requirements for proposed application.	4 – Standard and available in the current release. For the database server Windows Server 2012 R2 or higher running Microsoft SQL Server 2012 or higher is required.
R	23.	100% Web-based architecture; agnostic browser support, e.g. Chrome, Internet Explorer, etc.	F – Future Release. The next major version of CIS Infinity will include the release of a modern, responsive, web browser user interface (BUI) for end-user facing screens in CIS Infinity. Anticipated release is Q3/Q4 2020.
R	24.	Multiple environments – Test, Development, Production. Minimum of Test and Production if hosted/SaaS.	4 – Standard and available in the current release. The solution includes 3 environments which include Test, Train and Production. There are 2 separate Virtual Private Clouds (VPC) on AWS which includes Production (Prod) and Non-Production (Test and Train). If no Training environment is required, this can be used as a Development environment.
R	25.	Role-level security to module, function, screen, and field.	4 – Standard and available in the current release. CIS Infinity supports role-level security. The security model can be set globally to either a restrictive or permissive mode. All users are assigned a role, and role-based security controls access to all screens, tabs, processes, tables (down to the individual field level), reports, queries and layout customizations. Any item in CIS Infinity can be secured, including restricting options available from dropdown lists.
R	26.	MS Active Directory for Single Sign-On if on Premises or SAML 2.0 to Active Directory if Cloud.	4 – Standard and available in the current release. CIS Infinity supports Active Directory log-in validation, in addition to internal password management functionality with respect to the on-premise solution. F – Future Release. For the Cloud solution, SAML is not currently supported. Appstream can be tied back to the onsite AD, but the application will still require a login.
R	27.	Server virtualization using VMWare if on-premises. Currently working on a Cloud implementation using virtual hosts on Amazon Web Services.	4 – Standard and available in the current release. For the on-premise solution, Advanced has many clients that have deployed CIS Infinity in a virtual environment that utilizes a third party virtual server (VMware, etc.). There are no specific

Ranking			Response – Rating and Comment
			requirements or components for CIS Infinity to be run in a virtualized environment.
R	28.	Integration with Office 365. Indicate level of integration with Word, Excel, Access, Outlook.	4 – Standard and available in the current release. CIS Infinity integrates with all Microsoft products including Office 365.
I	29.	Two-factor authentication for mobile, SaaS and Hosted environments.	4 – Standard and available in the current release. Infinity.Mobile Enterprise supports two-factor authentication. For the hosted environment, two-factor authentication is available for any privileged users or end users who will have access to the application environments running on AWS. We currently use Gemalto for Multi-Factor Authentication (MFA). Multi-factor authentication ensures that a user is who they claim to be. The more factors used to determine a person's identity, the greater the trust of authenticity. MFA can be achieved using a combination of the following factors: Something You Know – password or PIN Something You Have – token or smart card (two-factor authentication) Something You Are – biometrics, such as a fingerprint (three-factor authentication) Because multi-factor authentication security requires multiple means of identification at login, it is widely recognized as the most secure method for authenticating access to data and applications.
R	30.	List available integration technologies such as Open APIs, Web Services, SQL Queries, etc. Flat file OK.	4 – Standard and available in the current release. CIS Infinity is designed with a service oriented architecture (SOA) and the entire services layer of CIS Infinity is exposed for external interoperability. Advanced's technology and integration approach facilitates fast, inexpensive standards-based integration between CIS Infinity and a multitude of external systems. We utilize the following integration technologies: • A full-stack RESTful Web API • Web services

Ranking		Response – Rating and Comment
		• Shared interface tables • Stored procedures • Direct queries/views to external databases • Batch interfaces designed using our Advanced Integration Manager
	31. Indicate integration strategy, experience, and proposed method for the following:	
R	a. Tyler Munis – General Ledger, Accounts Payable, etc.	3 - Meet requirement with minor modification. CIS Infinity has interfaced with many financial management systems both for exporting general ledger and accounts payable (refund check) information including Tyler Munis. The financials interface that Advanced provides pushes general ledger information from CIS Infinity including all billings, all cash payments and all adjustments. When a refund is required, CIS Infinity will also send the trigger to produce the check and will update CIS with the check number, check amount and check date for easy reconciliation. The interface approach can either be using the Advanced Interface Manager export file configuration tool, database access, or utilizing web services. Whichever approach is selected we would successfully define the interfaces for both general ledger and accounts payable information between CIS Infinity and Tyler Munis. 80 hours estimated for configuration. Development hours would be required for a real time interface.
R	b. Tyler EnerGov – Permitting. Bring in new customer account data, parcel information, GIS coordinates, etc.	3 - Meet requirement with minor modification. Advanced has developed a number of interfaces between CIS and permitting systems. The interfaces typically import information from the system to automatically create new accounts within CIS Infinity. This information includes parcel number, service address, property owner information and other key determinants received from the system. This interface framework would be enhanced as required, using web services or the interface table

Ranking		Response – Rating and Comment
		approach, to accommodate the specific business rules of the Town. 100 hours estimated for development.
R	c. Lucity – Work Order Management. For Meter placement, service starts, shut-off's, Meter asset information, customer and account information.	3 - Meet requirement with minor modification. CIS Infinity interfaces with a large variety of work order management systems, including Lucity. The two-way real time interface between CIS Infinity and Lucity supports the integrated data exchange and management of service orders, meters, and customer/service address information. For designated service order types that originate in CIS Infinity all applicable service order information will be passed from CIS Infinity to Lucity, where a service request or work order will be generated. Upon completion of the service request/work order, information will be sent to CIS Infinity from Lucity to complete the originating service order. Workflow actions can be generated in CIS Infinity upon the completion of the service order. Additionally, for service requests/work orders that originate in Lucity, service order records can be created in CIS Infinity. Changes to meter inventory, meter installation and exchange information will also be received from Lucity and processed and stored in CIS Infinity. 120 hours estimated for development.
R	d. TBD – Call Center software	3 - Meet requirement with minor modification. This integration would utilize a Web service to open the AccountView screen to the appropriate account when the CSR takes the distributed call. Further discussion needed, estimate for budgeting purposes is 120 hours.
R	e. Esri – GIS data. Addressing, zoning, infrastructure, service locations, routing, etc.	3 - Meet requirement with minor modification. CIS Infinity has the ability to consume the ESRI geodatabase through calls to the ESRI ArcGIS Server API to display a spatial representation of utility accounts in the AccountView screen, providing access to GIS dynamic and tiled layers and CIS account services. Using selection tools, multiple accounts can be selected on the

Ranking		Response – Rating and Comment
		embedded GIS map and used to generate CIS actions, such as letters, tasks, service orders, outbound dialing. Using the CIS Infinity REST API, the GIS system can retrieve data for presentation on the map and post updates back to CIS Infinity. In terms of master address CIS Infinity calls on the ESRI API to verify and validate the service address in bulk or at the point of contact. Advanced has extensive experience integrating CIS Infinity with ESRI. CIS Infinity offers fully embedded live GIS functionality. 20 hours estimated for development.
R	f. OnBase – enterprise document management. Document archive and retrieval.	3 - Meet requirement with minor modification. CIS Infinity currently interfaces with a number of document management systems including OnBase. The standard document management interface uses dynamic hyperlink functionality. This allows users to click on the one or more defined linking fields within CIS Infinity, and have the DMS open up to the proper account to allow access to all documents associated with that customer and/or account. The linking field to be used between CIS Infinity and the DMS is configurable and can be a combination of multiple elements. CIS Infinity also supports document attachment functionality natively, that can be used either in conjunction with a DMS integration or independently. 60 hours estimated for configuration.
R	g. Tyler Cashiering – central cashiering. Retrieve open invoices and apply cash receipts.	3 - Meet requirement with minor modification. A two-way real-time interface with the Town's Cashiering System can be developed to make utility customer balances available to the central cashiering system and return records of payments against utility receivables back to CIS Infinity. CIS Infinity has been integrated to Tyler Cashiering in the past. 100 hours estimated for development.

Ranking			Response – Rating and Comment
R		h. Paymentus – online payment system. Customer Portal, electronic bills, one-time payments and autopay setup. Will consider alternative solutions with same functions.	4 – Standard and available in the current release. Advanced is proposing its Customer Portal Infinity.Link Enterprise which is seamlessly integrated with CIS Infinity.
R		i. RouteSmart – Meter read routing. May replace with new CIS. Meter reads for billing.	3 - Meet requirement with minor modification. CIS Infinity currently has the ability to import/export customer and other information in a batch file format using the Advanced Interface Manager (AIM). 80 hours estimated for development.
I		j. CryWolf – Burglar Alarm System. Passes fee over to CIS for Customer billing. Push payment receipt information back to CryWolf.	3 - Meet requirement with minor modification. CIS Infinity can support batch text-file interfaces with CryWolf to both export and import data, and to update information as required in CIS Infinity. More details required in order to provide an estimate.
N		k. ArcGIS Survey 123 – Import Pilot survey for Water Conservation customers.	3 - Meet requirement with minor modification. CIS Infinity currently has the ability to import/export customer and other information in a batch file format using the Advanced Interface Manager (AIM). More details required in order to provide an estimate.
I		l. 311 – See, Click, Fix – Service Order requests.	3 - Meet requirement with minor modification. We would develop a real time interface that would utilize the REST API services to identify the customer/account and post service order requests in CIS Infinity. 40 hours estimated for development.
R	32.	Mobile device support for iOS and Android; agnostic preferred.	4 – Standard and available in the current release. Infinity.Mobile Enterprise supports native clients for iOS, Android and Windows. In addition, we have HTML5 and React Native clients that are agnostic.
R	33.	Describe mobile functionality supported for employees, e.g. routing, field lookup of customer data, service orders, work orders, etc. Preference is for iPads.	4 – Standard and available in the current release. With Infinity.Mobile Enterprise, mobile clients support configurable workflow, configurable order details, routing, multiple order types, GIS integration, order creation, real-time communication, GPS tracking, speech to text integration, mobile attachment, host inquiries. iPads are supported natively.

Ranking			Response – Rating and Comment
R	34.	Share data with Town of Gilbert's mobile app by Paymentus or provide alternate mobile app as a Nice to Have.	4 – Standard and available in the current release. Infinity.Link Enterprise is accessible to the Town's customers across multiple browsers and devices. Customers can download the Infinity.Link Enterprise app (iOS, Android, Windows). Infinity.Link Enterprise is seamlessly integrated with CIS Infinity for sharing data in real time.
R	35.	Describe web/portal functionality for internal and external users.	4 – Standard and available in the current release. When customer service needs arise, our Customer Portal, Infinity.Link Enterprise is there to provide a seamless online experience for utility customers to both easily execute common utility transactions such as changing service or paying their bill, but also as a means to gain insight on water performance and learn about other valuable utility offerings.
	General Functionality		
R	36.	Configurable role or user-level dashboards that includes favorites, alerts, notifications, key reports, etc.	4 – Standard and available in the current release. CIS Infinity has a role-based security model which allows a user to configure screens and dashboards based on their preferences, using system configuration.
R	37.	User-defined fields that can be searched and used in queries or reports, etc.	4 – Standard and available in the current release. All fields within CIS Infinity are fully searchable and accessible via queries (both canned and utility created) or used in reports (both canned and utility created).
I	38.	Define mandatory fields on data entry screens, citizen portals, Service Requests, etc.	4 – Standard and available in the current release. Mandatory fields are highly configurable at the utility level, and cross all platforms from the CIS product, to the customer self-service portal to the mobile service order platform.
I	39.	Set data entry order/tab sequence to facilitate efficient data entry.	4 – Standard and available in the current release. Tab stop order and sequence of data is fully configurable at the utility level.
R	40.	Rules-based workflow routing with prioritization, alerts, electronic signatures, and visible approval queue. Indicate where supported.	4 – Standard and available in the current release. All workflows (called actions in CIS Infinity) can have utility determined workflow prioritization and rules. Each step in the workflow can create a separate queue based on the routing/approval process. If a workflow reaches a point of failure/denied status it can trigger other activities

Ranking			Response – Rating and Comment
			including but not limited to user and/or customer alerts. This function is supported across all modules (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile Enterprise & Infinity.BWP).
E	41.	Define alert notifications based on a threshold, e.g. gallons of water consumption exceed 10,000 in a defined period.	4 – Standard and available in the current release. Within Infinity.Link Enterprise, all alert notifications are fully configurable both at the customer level as well at the utility level, allowing staff to receive notifications based on thresholds. Customers can also set their own threshold rules within the customer portal.
I	42.	Searchable, customizable, and context sensitive help. Hover-over field level help is Nice to Have.	4 – Standard and available in the current release. All our standard buttons have hover-over assist which is configurable at the utility level. Our help is wiki-style, which allows the utility to add and expand on our standard help, which is context sensitive and searchable.
I	43.	Online training including tutorials, process flow wizards, etc. Describe what is available.	4 – Standard and available in the current release. Advanced is building a series of optional online training modules to assist users. The courses are deployed through our Learning Management System (LMS). Each course allows users to simulate functions in CIS Infinity and is designed using common eLearning principles which include self-guided, scenario-based learning, gamification, and testing of learned concepts.
R	44.	Audit trail with date, time, user stamp, and before and after values.	4 – Standard and available in the current release. Every field is fully audit tracked and reportable, and can be controlled at the utility level, and at the role-based security level as well. The audit tracking shows old value, new value, date and time stamp as well as user stamp for both old value and new value.
R	45.	Attach documents and images to transactions (e.g. PDF, JPEG, Word, Excel, DWG, etc.). What is strategy for document management in the application or with OnBase integration.	4 – Standard and available in the current release. Attachments are typically stored at the customer and/or account (premise) level. Specific attachments like check image can also be associated with a check payment transaction. For documents stored in a document management application (OnBase), CIS Infinity can be configured to hyperlink to the DMS by using key attributes of the customer/account.
R	46.	Effective dated transactions throughout all modules, e.g. rate tables, start and end dates, etc.	4 – Standard and available in the current release. All transactions will be dated with both date and

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		time received as well as date and time of posting. All rate tables will have effective dates allowing an old rate to be tracked and stored for rebill purposes, as well as the ability to future date for rate testing.
I	**47.** Type-ahead feature with drop down list validation.	4 – Standard and available in the current release. CIS Infinity allows a user to type and have similarly identifiable items appear in a drop down.
R	**48.** Generate mass email and attachments to select customers, e.g. flagged Water Conservation Program Participants.	4 – Standard and available in the current release. This can be achieved in CIS Infinity by utilizing configurable workflows (actions) to generate mass communication to customers including but not limited to attachments. They can also include notifications through the self-service portal.
R	**Customer Records**	
R	**49.** Centralized customer master record with attributes: a. Account number – system assigned. Indicate how account numbers are assigned. b. Service type - water, sewer, refuse c. APN number, parcel ID, lot number d. Multiple addresses - primary, bill-to, unit, Escrow, etc. e. Customer - one or multiple per account f. Contacts – primary, alternate, owner, tenant, contractor, etc. g. Phone numbers - home, work, mobile h. Email i. Status j. Home Owner's Association k. Subdivision l. Building number m. Meter location/GIS coordinates n. Bill cycle o. Landscape features, water using fixtures – pool, cooling towers, evaporative cooling, water softener, etc. p. Water Conservation Program Participant and start date q. Document attachments	4 – Standard and available in the current release. CIS Infinity allows configurable attributes including but not limited to the items listed (a-q). Attributes can be automatically populated (service type for example) based on the services provided in the area and configuration in the system. Other fields in the master records can be required so that a CSR cannot update some parts without entering the required fields. All configuration is determined at the utility level meaning it does not require vendor interaction to change or update field rules.
R	**50.** Capture customer-specific meter attributes: a. Serial number b. Install date c. Meter type d. Description e. Manufacturer f. Meter size	4 – Standard and available in the current release. Meter attributes can be populated based on the initial import of meter information via the meter manufacturer. All Meter data can be accessible via CIS Infinity where a user (based on security rules) can make changes if needed. All meter data will be tracked and stored, allowing a user to see the

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	g. Meter flow h. Backflow devices i. Lat/long coordinates j. Location description k. Type of Account connection (landscape, school, residential, Commercial, Multi family l. Medical Non-lock off	status of all meters, where they have been and when they were there, from the start of inventory to the scrapped or retired status.
R	**51.** Multiple account types: a. Commercial b. Schools c. Residential – Multiple Family d. Residential – Single Family e. Solid Waste – Commercial f. Solid Waste – Residential g. Solid Waste – Municipal h. Water Reuse i. Municipal j. County Island k. Hydrant	4 – Standard and available in the current release. CIS Infinity supports many different account types, all which are configurable at the utility level without vendor assistance.
I	**52.** Import customer APN data from County Assessor's web site.	3 - Meet requirement with minor modification. This requires an interface; based on the interface type (file import, real time) the interface will either be accommodated through configuration or by development. Depending on the type of interface it would be a maximum of 80 hours.
I	**53.** One customer account per meter. Link related accounts.	4 – Standard and available in the current release. CIS Infinity is a premise based product allowing a meter to be linked to a premise. A single premise can have multiple meters while still having one premise ID (account number). Accounts can be related by customer information (i.e., landlord, business name, etc.).
I	**54.** Update and sync Customer Master data with external systems; Lucity, EnerGov, Tyler Cashiering, 311 (See, Click, Fix,) CryWolf and Paymentus.	4 – Standard and available in the current release. Integration required with these external systems.
N	**55.** Initiate customer record based on an import, e.g. from EnerGov new occupancy permits.	3 - Meet requirement with minor modification. Advanced has developed a number of interfaces between CIS and permitting systems. The interfaces typically import information from the system to automatically create new accounts within CIS Infinity. This information includes parcel number, service address, property owner information and other key determinants received from the system.

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		This interface framework would be enhanced as required, using web services or the interface table approach, to accommodate the specific business rules of the Town. 100 hours estimated for development.
I	56. Flag landlord or alternate contact (Escrow) to receive bill copies or final statements.	4 – Standard and available in the current release. Utilizing a configurable address hierarchy, CIS Infinity has the ability to create configurable address flags in order to send billing copies, final statements, notices, or other mail types to secondary addresses.
R	57. Manage account owner history, e.g. transfer from builder to homeowner, etc. and update fees accordingly.	4 – Standard and available in the current release. All account owner information will be stored and retained in CIS Infinity so that during a transfer process all data is tracked. All fees and transactions can be tied to the customer so you will always be able to trace back where the money was billed and who it was billed too.
R	58. Designate default services and billing based on customer Division and Subdivision, e.g. refuse only, HOA pays water, Subdivision gets full water, sewer and refuse service, etc.	4 – Standard and available in the current release. Services can be set to default within CIS Infinity when an account is created. The option to add or deactivate services, if needed, is also available.
I	59. Initiate Service Order for new customer accounts, e.g. deliver trash cans for waste and recycle service.	4 – Standard and available in the current release. All service orders can be initiated based on a manual or automated process, such as the creation of a new account, based on configuration in CIS Infinity.
E	60. Support contact management for commercial accounts to include property owner, property manager, tenant, etc. (can up 100 people authorized to manage transactions).	4 – Standard and available in the current release. Contact management information can be tracked and stored within CIS Infinity. CIS Infinity can also tracking multiple people who have authorization to manage accounts.
R	61. Flag accounts as Do Not Shut Off and reason, e.g. medical necessity, on payment plan, ongoing leak investigation, etc.	4 – Standard and available in the current release. CIS Infinity supports a fully configurable set of rules for flagging accounts. Users can select from a drop down a reason for flagging an account. Reasons can be configured at the utility level without vendor assistance.
▪ R	62. Searchable customer history by attributes (i.e. Parcel number, last name, address, last 4 of SSN, etc.). Track accounts, service orders, work orders, meter replacements,	▪ 4 – Standard and available in the current release. CIS Infinity has robust search functionality that allows a user to search by any of the

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	communications, complaints, resolutions, etc. with access via laptop or Smart Phone.	attributes included here as well as any other attributes the utility would like.
R	**Customer Service (11 reps, 10,000 calls a month)**	
R	**63.** Query customer account and history including contacts, services, issues and resolutions, payments, payment plan balance, credit status, notes, Service Request or Service Order status, etc.	4 – Standard and available in the current release. CIS Infinity stores all customer service activity with the ability to view, query and export the data if needed.
R	**64.** Workflow wizard or checklist functionality for Customer Service requests; e.g. set up new account, close account and open a new one, reactivate closed account, process disconnections, etc.	4 – Standard and available in the current release. CIS Infinity has highly configurable workflows that will allow a user to walk through steps based on conditional information to ensure they provide the most efficient customer experience.
R	**65.** Copy existing account to set up a new one for same service location; automatically remove "Neighbor to Neighbor" participation flag if checked or other fees such as loans specific to a customer.	4 – Standard and available in the current release. CIS Infinity can be configured to remove programs such as "Neighbor to Neighbor, based on move status. Any other programs and fees can be set to cancel, remove, or charge based on business rules.
R	**66.** Initiate date effective changes, e.g. close an account, move-in, move-out, etc.	4 – Standard and available in the current release. Date effective changes can be configured within CIS Infinity so that all processes associated with account changes can be made in advance and then scheduled and processed based on the actual date requested by the customer.

R	**67.** Track performance metrics including:
	  a. New account activations
	  b. Disconnections
	  c. Payment plans
	  d. Waiving fees
		4 – Standard and available in the current release. All metrics can be tracked and stored as well as reported on for items (a-d) as well as any other future metrics needed by the Town.

R	**68.** Customer notes with ability to sort by date, time, user or priority. Interface to MS Outlook would be Nice to Have for email communication.	4 – Standard and available in the current release. CIS Infinity can be configured to interface with MS Outlook based on utility needs. All notes can be sorted by all of the listed options.
N	**69.** Drop down of standard notes to populate customer records.	4 – Standard and available in the current release. Notes can be configured as part of a workflow in CIS Infinity, so that a CSR can choose the task they are completing (creating a service order, processing a move etc.) and the note will populate as part of the workflow.
I	**70.** Send customized confirmation notifications (email, online portal, text, etc.) to customer for services provided; e.g. new account opened with links to relevant Town Web page, trash	4 – Standard and available in the current release. CIS Infinity utilizes the configurable workflows as well as the customer communication preference

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	collection calendar, FAQ's, setting up payment agreements, account terms and conditions, etc.	options to send customers customized notifications based on activity completed by a CSR. This process can be automated based on any other processes in the system.
R	71. Query credit history by SSN and name when setting up a new account; flag accounts with bad payment history to require a deposit on account.	4 – Standard and available in the current release. CIS Infinity has the ability to utilize key fields in the system for queries and verification. CIS Infinity also has a pre-built integration with Online Utility Exchange for soft credit checks for utility deposit status.
R	72. Online customer service portal with Service Requests, email, account set up, move in/move out notification, register for bill pay, view statements, payment plan balance, etc. Bill Pay, Autopay and view statements is currently provided through Paymentus.	4 – Standard and available in the current release. Infinity.Link Enterprise is a highly configurable customer self-service portal which allows the customer to access and generate utility requests spanning from service requests to move in/out processes. Customers can view bills, make payments and sign up for auto pay. Infinity.Link has a pre-built web services integration with Paymentus allowing the customer to have a single portal experience with the security of PCI compliance.
N	73. Call center screen pops from phone system integration; open customer record based on incoming phone number.	3 - Meet requirement with minor modification. Utilizing the existing CTI integration framework, an interface can be configured between CIS Infinity and the phone system. Further discussion needed, estimate for budgeting purposes is 120 hours.
I	74. Display call center performance metrics from phone system, e.g. call volumes, call time to resolution, etc.	0 - Not available. However, while not a function of the CIS product, reports and queries can be run based on data stored within the CIS Infinity database.
I	75. Interface with external IVR system, e.g. Paymentus or other solution.	4 – Standard and available in the current release. Integration required. CIS Infinity can interface with an external IVR (e.g. Paymentus) and currently has a prebuilt Paymentus IVR integration.
N	76. Highlight customers within a GIS boundary; create notices, mail merge, and email notifications.	4 – Standard and available in the current release. CIS Infinity has a pre-built integration with ESRI Arc GIS. Utilizing the integration a CSR can highlight a payment within the CIS Framework and create any type of customer notifications, including basing the notifications on the customer communication preference.

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N	77.	Email link to online customer survey tools (e.g. Survey Monkey) to selected customers; capture and store results.	4 – Standard and available in the current release. A user can create a workflow to send emails to customers utilizing an action within CIS Infinity.
R		**Service Requests and Service Orders**	
R	78.	User defined Service Requests with relevant attributes, e.g. set up new water service, request disconnection, etc.	4 – Standard and available in the current release. CIS Infinity utilizes user defined service requests and pulls data from attributes listed on the account or the device(s) so that service order creation is simple and data is auto populated.
R	79.	Define the types of Service Requests that can be requested online.	4 – Standard and available in the current release. Service requests that can be made online (via the customer self-service portal) and can be determined based on the business rules of the Town. All service requests that are made online can be configured to process through an automated workflow so that customers are not actually creating service requests but rather initiating them for approval and then being created based on that approval.
R	80.	Import Service Requests from Town's 311 (See, Click, Fix,) system.	4 – Standard and available in the current release. Based on the integration between CIS Infinity and the Town's 311 system, service requests can be imported.
R	81.	Review and approve Service Requests before converting to a Service Order. Notify requestor of status.	4 – Standard and available in the current release. Workflows around service requests can be fully configured based on the type of service request and the rules of the Town. All requests can require approval, however different levels of approval as well as notification of statuses and updates can be configured based on utility business rules.
R	82.	Service Order attributes: a. Type b. Status c. Name, bill to, work location d. Project number e. Parcel ID, GIS coordinates f. Permit number g. Crew assignment h. Inventory required - quantity, size, meter number i. Hours and rates – labor and equipment	4 – Standard and available in the current release. All attributes mentioned (a-i) can be configured based on business rules and the information needed by the Town.
R	83.	Assign Service Orders to work crew based on zone, skill set, or other parameters.	4 – Standard and available in the current release. All service orders can be assigned based on zone,

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			skill set, and many other configurable parameters within CIS Infinity.
R	84.	Access Service Orders via mobile devices for Town staff.	4 – Standard and available in the current release. Infinity.Mobile Enterprise allows access from mobile devices and is device agnostic.
R	85.	Support recurring Service Orders for repetitive tasks.	4 – Standard and available in the current release. CIS Infinity and Infinity.Mobile Enterprise supports recurring service orders for repetitive tasks.
I	86.	Record start/end or total time by task or service type on Service Order. Data used for performance reporting.	4 – Standard and available in the current release. Time is tracked from start to end. As well, the ability to track from departure to arrival time for vehicles is available within Infinity.Mobile Enterprise.
I	87.	Scan meter and parts barcode as used for a Service Order and relieve inventory.	4 – Standard and available in the current release. Scan functionality for meter exchange and verification process is available in Infinity.Mobile Enterprise.
R	88.	Update Meter Serial Number in account for replaced meter; maintain meter history to service location.	4 – Standard and available in the current release. All meter history is tracked and stored within CIS Infinity allowing the update of serial numbers as well as status changes within the meter inventory and update of account.
I	89.	Upload and attach pictures to Service Orders, customer record, etc. Direct upload from a mobile device is preferred.	4 – Standard and available in the current release. Images can be taken on mobile devices and uploaded directly into CIS Infinity. These images can be attached to a service order and be required as part of service order completion.
R	90.	Two way interface with Lucity and 311 (See, Click, Fix) Work Orders: Service Order generates a Work Order, Work Order updates Service Order with completed work, closes Service Order, etc.	4 – Standard and available in the current release. A two way interface can be built with Lucity and 311 in order to provide seamless integration for near real time work order and service order data to be passed into CIS Infinity.
R	91.	Initiate activities when Service Order is closed, e.g. close account, issue final bill, close Service Request, etc.	4 – Standard and available in the current release. All workflows can be configurable to initiate activities when service orders are closed as well as created based on business rules.
I	92.	Notify customer via portal, text, or email when Service Requests are closed.	4 – Standard and available in the current release. Customer notification can be configured based on different rules including service requests being closed.

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N	**93.**	Track Contractor information with expiration dates, e.g. licensing requirements, certifications, liability insurance, contractor licenses, back flow licenses, etc.	4 – Standard and available in the current release. Utilizing contractor functionality within CIS Infinity will allow all information to be tracked and stored, including the items mentioned. Workflows can be configured to send notifications to contractors based on expiration date and other information.
I	**94.**	Online Contractor portal that allows review and updates to records, e.g. licensing, contacts, skills and certifications, liability insurance, etc.	4 – Standard and available in the current release. Contractors can enter and update records on the Infinity.BWP portal, giving the contractor the ability to maintain data that is passed into CIS Infinity.
R	**95.**	Maintain a list of qualified Contractors for backflow testing or other service recommendations.	4 – Standard and available in the current release. A list of qualified contractors can be stored and exported from CIS Infinity.
I	**96.**	Map view of customers with ability to highlight accounts on a line or within a radius impacted by current or future disruptions. Generate notification via email, text, or letter.	4 – Standard and available in the current release. Map view is available via the interface with the GIS, where CSRs can view a line of service as well as areas affected. Workflows can be created to send notifications to customers.
I	**97.**	Capture and log events such as Water Efficiency Checkups.	4 – Standard and available in the current release. Events such as Water Efficiency Checkups can be captured and logged within CIS Infinity for review as well as reporting.
R	**98.**	Unlimited meter types and attributes.	4 – Standard and available in the current release. CIS Infinity can track and store an unlimited amount of meter types and attributes based on the needs of the Town.
R	**99.**	Barcoded receiving of meters; record into meter inventory by unit, box of, pallet or other quantity.	4 – Standard and available in the current release. Meters can be received by barcode scanning as well as import of data given by meter manufacturer based on standard functionality within CIS Infinity.
R	**100.**	Code meter inventory as billable or non-billable.	4 – Standard and available in the current release. Meter inventory can be set as billable or non-billable based on the Town's business rules.
R	**101.**	Drop-down lists for to pull inventory while in the field or assign meter inventory to a work order.	4 – Standard and available in the current release. Inventory information stored within CIS Infinity is available to the mobile application.
R	**102.**	Link Hydrant Meters to hydrant asset number and geocode location (lat/long).	4 – Standard and available in the current release. Inventory information stored within CIS Infinity is available to the mobile application.

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R	**103.** Support inventory valuation at Average, LIFO, FIFO, etc. methods.	4 – Standard and available in the current release. CIS Infinity can support inventory valuation based on dates (LIFO, FIFO etc.) utilizing receiving dates, install dates etc. and our standard query and reporting functionality.
	Utility Billing **(Customers = 88,000, Meters = 1,200 AMI + 6,000 AMR, Backflow Devices = 10,000)**	
R	**104.** Maintain multiple rate tables based on customer type, e.g. contractor, new homeowner municipal. Update rates when account turns over to homeowner.	4 – Standard and available in the current release. CIS Infinity has a highly configurable rate tool allowing rates to be configured and secured so that a base rate can be applied and then changed when the account turns over to the homeowner.
R	**105.** Multiple bill types, bill cycles, and service schedules based on zones. Currently 18 billing cycles.	4 – Standard and available in the current release. CIS Infinity supports multiple bill types, cycles and service schedules based on zones. Cycles, types and zones can be added as needed based on business rules.
R	**106.** Apply account activation fees based upon requested service connection date, e.g. within 1 business day with advance notice = $15; requested during business hours on the same day = $30; Service Requested after business hours = $75.	4 – Standard and available in the current release. CIS Infinity supports fees to be applied based on any type of configurable business rules including but not limited to date rules.
R	**107.** Define rules and manage deposits on new accounts. Trigger refund at service shut off or after 12 months on time payments (to apply to balance): a. $ 200 minimum for Single Family Residential or Commercial Multi-Family accounts b. Increase deposit based on payment history c. $200 or average two-month bill, whichever is higher d. Maximum deposit not to exceed 2.5 times the highest monthly bill within last 12 months.	4 – Standard and available in the current release. Deposit rules and deposit management are fully configurable at the utility level within CIS Infinity.

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R	**108.** Calculate compounding Water rates based on meter size and consumption as follows:
	  a. ¾" Meter = $16.30
	  b. 1.0" Meter = $27.25
	  c. 1.5" Meter = $54.30, etc.
	  d. Residential consumption rates:
	    ▪ 0 – 8,000 gallons = $1.20 per 1,000 gallons
	    ▪ 9000-20,000 gallons = $1.28 per 1,000 gallons
	    ▪ 21,000-30,000 gallons = $1.60 per 1,000 gallons
	    ▪ 31,000 or more =$2.06 per 1,000 gallons
	  e. Landscape and Commercial consumption Rates:
	    ▪ Non-Single Family = $1.60 per 1,000 gallons
	    ▪ Landscape Water = $2.06 per 1,000 gallons
	  f. Hydrant Meters:
	    ▪ 3" Hydrant Deposit = $1,000
	    ▪ 1" Hydrant Deposit = $450
	    ▪ 3" Hydrant Base Fee = $173.95
	    ▪ 1" Hydrant Base Fee = $27.25
	    ▪ Hydrant Meter Usage Charge = $8.02 per 1,000 gallons
	    ▪ Hydrant Meter Moving Fee = $26.18
	    ▪ Hydrant Meter Installation = $54.80
		4 – Standard and available in the current release. Water rates are highly configurable within CIS Infinity and offer flexibility based on meter size and consumption, allowing the Town to make changes if needed. All the aforementioned items (a-f) are configurable at the utility level.

R	**109.** Calculate monthly Sewer rates:
	  a. Non-Residential Base Rate = $16.64
	  b. Non-Residential Variable Rate = $1.65 per 1,000 gallons of metered water use
	  c. Residential Base Rate per Unit = $24.73 fixed
		4 – Standard and available in the current release. All rates are fully configurable at the utility level within CIS Infinity.

	110. Calculate monthly Solid Waste rates by container size:
	  a. 1st 90 gallon container = $14.80
	  b. Each additional 90 gallon container = $8.00
	  c. 65 gallon container = $13.60
		4 – Standard and available in the current release. Solid Waste rates within CIS Infinity are configurable and allow changes based on container size.

R	**111.** Calculate monthly Reclaimed and Recovered Water rates:
	  a. Base Rate = $15
	  b. Reclaimed Water = $.40 per 1,000 gallons
	  c. Recovered Well Water (Private sites) = $.80 per 1,000 gallons
	  d. Recovered Well Water (Town of Gilbert well sites) = $1.34 per 1,000 gallons
		4 – Standard and available in the current release. Reclaimed and recovered water rates are fully configurable within CIS Infinity allowing changes at the utility level.

R	**112.** Apply Environmental Compliance fee of $4.28 per utility account.	4 – Standard and available in the current release. Flat rate and standard fees can be applied to an account as part of the billing process within CIS Infinity.

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I	**113.** Provide test environment to model rate changes with option to update rate tables from results, e.g. consumption modeling, rate modifications by percentage, what-if, etc.	4 – Standard and available in the current release. Multiple environments are available for test cases.
R	**114.** Integration with AMR and AMI technology (future direction is 100% AMI).	4 – Standard and available in the current release. CIS Infinity supports integration with AMI vendors (more discussion needed regarding AMI vendor) as well as provides standard support with AMR vendors.
R	**115.** Route sequencing for meter reads with ability to sequence or reassign in the field.	4 – Standard and available in the current release. Sequencing of meter reads as well as the ability to reassign from the field is standard functionality within CIS Infinity.
I	**116.** Dynamic route optimization for changes, e.g. add new customers into a route and automatically regenerate route numbering.	4 – Standard and available in the current release. Route numbering and optimization for regeneration is supported within CIS Infinity.
I	**117.** Click on customer record and view meter location on property (GIS integration).	4 – Standard and available in the current release. Within Infinity.Mobile Enterprise, and with a GIS integration, a field service representative can click on a location and view meter details.
R	**118.** Import read data from multiple sources: Sensus AutoVu, AutoRead, TouchRead, RouteSmart RaaS.	4 – Standard and available in the current release. CIS Infinity can import read data from multiple sources.
E	**119.** AVL capable system which allows customers to monitor online location of vehicles and ETA Solid Waste pickup, meter install, water turn on/shut off, etc.	4 – Standard and available in the current release. Integration required with Infinity.Mobile Enterprise and AVL, to support online location of vehicles.
R	**120.** Define alerts for significant variances in Water consumption; actual compared to historical for a defined time period.	4 – Standard and available in the current release. Alert functionality can be configured within CIS Infinity based on variances determined by the Town.
I	**121.** Trigger Service Order to investigate significant variances in Water consumption.	4 – Standard and available in the current release. Service orders can be triggered based on variances that are determined at the time of reads being imported or at the time of bill calculation (or both) based on the Town's business rules.
R	**122.** Do not allow two active accounts for the same service location; issue alert and prevent billing until resolved.	4 – Standard and available in the current release. CIS Infinity only allows one active account at one premise (service location) at one time. Each premise can have multiple active services, but only one active account per premise.

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R	**123.** Prorate bills for move-out/move-in.	4 – Standard and available in the current release. Bills can be prorated based on move information within CIS Infinity, and the prorated bills can be generated based on a schedule or on demand.
N	**124.** Option to activate Landlord's account automatically when tenant's account closes.	4 – Standard and available in the current release. CIS Infinity has a function called Auto-Owner, which will automatically activate a Landlord's account based on the move out of the tenant.
R	**125.** Generate consolidated statement for multiple accounts.	4 – Standard and available in the current release. Consolidated statements are available for customers that have multiple accounts associated with them in CIS Infinity.
R	**126.** Assess late fees at 1.5% times past due balance with $5 minimum.	4 – Standard and available in the current release. Late fees are configurable based on business rules and can be applied as part of an automated process within CIS Infinity.
R	**127.** Track annual backflow testing due dates and notify customer via email, text, letter or customer portal. Issue 1st Notice 60 days in advance.	4 – Standard and available in the current release. Backflow testing and tracking is standard within CIS Infinity. It includes configurable notices based on test dates.
I	**128.** Record results of annual backflow tests from input provided by customer. Attach test report document to customer record. Online portal for entry of inspection results would be Nice to Have.	4 – Standard and available in the current release. Our solution supports record result entry through both CIS Infinity as well through the online backflow web portal. Documents can be attached and can be tracked to the premise or the customer based on business rules.
R	**129.** Generate 2nd and 3rd notices on backflow meter inspections due; flag customers not responding within 30 days of 3rd notice as a reminder to generate code violation.	4 – Standard and available in the current release. Fully configurable notices similar to collection notices for customers can be created for backflow testing and reporting within CIS Infinity.
R	**130.** Track and manage backflow device history and activities to a property, e.g. inspections, certifying contractor, testing, test results, pass/fail, actions, penalties, etc..	4 – Standard and available in the current release. All device history of backflow devices is tracked and stored within CIS Infinity including contractor information and all test history.
I	**131.** Track EnerGov permit issued to contractors for installation of replacement backflow meters	4 – Standard and available in the current release. Integration required to track and store permit information between EnerGov and CIS Infinity for installation and replacement of backflow meters.

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R	**132.** Generate XML file of billings and transmit to outsourced billing agent (currently Information Outsource, Phoenix).	4 – Standard and available in the current release. XML file can be created based on billing information to be exported from CIS Infinity and sent to billing agent.
R	**133.** Generate electronic bills for select customer accounts; send via email or text with link to payment gateway and post to Paymentus or internal customer portal.	4 – Standard and available in the current release. Electronic bills can be created for select customers and sent as part of an automated process. A link to Infinity.Link Enterprise where the customer can view and print the bill from the portal can be provided.
I	**134.** Generate email or phone messages to group of customers when payments are due. Include a link to online gateway payment screen (Paymentus or internal).	4 – Standard and available in the current release. All customer notification is fully configurable in CIS Infinity allowing a CSR to target a group of customers and send notification that payment is due. This messaging can be set up as part of a workflow based on bill creation and update.
I	**135.** Functionality to assist with Water Conservation at customer level; track meetings, communications, fixtures (pools, ponds, etc.), recommendations, outcomes, etc.	4 – Standard and available in the current release. CIS Infinity has a robust water conservation module built into the product that allows for tracking of devices, communications, recommendations and customer outcomes.
I	**136.** Retrieve satellite imagery of a customer account to view landscape features.	4 – Standard and available in the current release. Satellite imagery can be attached to a customer's account information within CIS Infinity.
E	**137.** Link to Gilbert's Water Calculator from customer portal or replace with internal functionality.	4 – Standard and available in the current release. Infinity.Link Enterprise can contain links to other sites such as Gilbert's Water Calculator.
I	**138.** Water calculator: average consumption based on input of household appliances, landscaping, pool, square feet of shrubs, etc.; compare to actual usage within the same period to measure impact of conservation efforts.	4 – Standard and available in the current release. Water calculator can be configured within the customer self-service portal to allow the customer to compare consumption.
I	**139.** Apply a rebate to select group of Water Conservation customers who have a positive water saving result.	4 – Standard and available in the current release. Rebates can be configured as part of the Water Conservation module, allowing customers to apply online following business rules and being accepted only based on positive water savings results.
R	**140.** View customers with highest water consumption in a map (esri) or report.	4 – Standard and available in the current release. Reports can be generated or accounts can be shown on an ESRI map based on consumption.

Ranking			Response – Rating and Comment
R		141. Display consumption data in various formats, e.g. monthly usage compared to customer's average for that month.	4 – Standard and available in the current release. CIS Infinity has a robust comparison tool allowing a user to view consumption data based on monthly usage as well as averages.
R		142. Support regulatory reporting to Maricopa County Services, e.g. cross-connection surveys, hazardous water use, etc.	4 – Standard and available in the current release. CIS Infinity supports regulatory reporting to Maricopa County services and reports can be automated for generation and output in multiple file types.
E		143. Send consumption data to customer portal or mobile app on hourly interval (future AMI environment).	4 – Standard and available in the current release. Infinity.Link Enterprise supports AMI functionality where a customer can view their consumption on an hourly interval within the customer self-service portal.
E		144. Indicate functionality to support the following for Solid Waste: a. Container inventory (type, size, condition, manufacturer, dates in service, etc.) b. Container location (customer, building location, landlord, commercial or residential, etc.) c. Container reorder min/max with lead time tracking d. Reorder via integration to Munis Procurement module (300 containers a week) e. Service cycle and schedule by zone f. Available equipment and breakdown status g. Driver roster, certifications, licensing, availability h. AVL/Geo tracking: stop time, idle time, location, etc. i. Vehicle inspections and results j. Electronic driver's log k. Weigh scale integration l. Container inspection rotation every 5 years m. Compliance reporting	4 – Standard and available in the current release. Most of the items are supported by CIS Infinity and Infinity.Mobile Enterprise. 3 – Meet requirement with minor modification. Items (c.-d.) require an integration with the Munis Procurement module (100 hours approx.) (k.) Weigh Scale Integration requires an interface to import weight scale data (40 hours approx.).
R		**Accounts Receivable and Cashiering**	
R		145. Define charge codes for payments and adjustments with default General Ledger accounts corresponding to Munis.	4 – Standard and available in the current release. All transactions will be coded with default GL accounts corresponding to Tyler Munis.
R		146. Define and generate recurring invoices with start and end dates.	4 – Standard and available in the current release. Utilizing recurring service charges with a start and end date. You can also specify the frequency within CIS Infinity.
I		147. Allow option for account overpayment to apply to a specific program, i.e. Neighbor to Neighbor program; apply to fund and integrate with Munis General Ledger.	4 – Standard and available in the current release. CIS Infinity utilizes payment rules to allocate

Ranking		Response – Rating and Comment
		overpayment to the appropriate ARs as well as any programs.
R	**148.** Real time account updates for payments made though portal (Paymentus or other), telephone, mobile device, auto-pay via bank account, etc.	4 – Standard and available in the current release. CIS Infinity supports near real time payment integration with Paymentus, IVR, and the customer self-service portal. Those payments will show on an account as well as stop any collections processes from happening once payment has been made.
R	**149.** Import payments from multiple sources and apply to customer accounts, e.g. Tyler Cashiering, Paymentus, Lock Box, PayPros, Advantage, etc. Warn or report on missing batch imports.	4 – Standard and available in the current release. CIS Infinity supports the import of payments from multiple sources including the vendors listed here. Warnings and messaging can be configured to create an alert if data is missing during import.
R	**150.** Multiple forms of payment: cash, check, ACH, credit card, etc.	4 – Standard and available in the current release. CIS Infinity will accept multiple payment types, and will integrate with Tyler Cashiering.
N	**151.** Text to Pay option (Paymentus or other).	4 – Standard and available in the current release. Utilizing CIS Infinity's pre-built integration with Paymentus to support the text to pay option.
R	**152.** Generate daily cash receipts report by payment type (Cash, Check, Credit Card, etc.) or source type (Tyler Cashiering, Paymentus, Lock Box, PayPros, Advantage).	4 – Standard and available in the current release. Cash receipt reports can be generated based on day to day activity and can be automated or created on demand.
R	**153.** Post registers to Munis General Ledger to include billing register, adjustment register, receipt registers, etc.	4 – Standard and available in the current release. Standard functionality in CIS Infinity to post registers directly to Munis GL for all transactional batches.
R	**154.** Generate inter-agency receipts and interface with Munis to post	4 – Standard and available in the current release. Requires use of the POS module within CIS Infinity cash register.
R	**155.** Process and manage Non-Sufficient Funds payments and related bill and receipt adjustments. Apply fee, flag NSF accounts to not accept checks and interface with Munis to post. Generate NSF letter and set up repayment due date.	4 – Standard and available in the current release. NSF payments as well as the NSF process are all highly configurable within CIS Infinity, allowing a user to assign NSF information to an account with an associated business process to follow.
I	**156.** Generate customized past due letters, door hangers, emails and mobile shut off notices for delinquent accounts.	4 – Standard and available in the current release. All notifications (letters, door hangers, emails, etc.) are fully configurable at the utility level within CIS Infinity.

Ranking			Response – Rating and Comment
R	**157.**	Set up payment arrangements with defined start and end dates. Automatically stop payment arrangement by end date or when zero balance. Flag account for disconnection and generate Service Order if not fully paid by due date.	4 – Standard and available in the current release. Payment arrangements can be configured but set based on the rules of the Town. Start and end dates, payment arrangement rules and terms as well as disconnect rules are configurable within CIS Infinity.
N	**158.**	Customer request for payment arrangement with review and approval/denial; send status of request to customer to include amount, payment terms, start and end dates, etc.	4 – Standard and available in the current release. Payment arrangement processing is done via a workflow process that can include approval, status updates sent to customer and payment terms as a message on a bill print or a message on the customer self-service portal.
R	**159.**	Generate workflow review for accounts designated for shut-off.	4 – Standard and available in the current release. All shut off accounts will be created based on collections workflow, where a user has the ability to intervene and stop the disconnect process if needed.
R	**160.**	Generate email or text notification to work crew when payment is received for account designated as a shut-off.	4 – Standard and available in the current release. CIS Infinity can generate a notification to work crew based on payment of account that was set to be shut off.
R	**161.**	Credit customer account for bill adjustments and apply to current outstanding balance and then next billing cycle.	4 – Standard and available in the current release. Credits can be applied to accounts within CIS Infinity based on bill adjustment, and completed as a part of a workflow.
R	**162.**	Define fees eligible for write off, and those which need adjusting, e.g. Neighbor to Neighbor.	4 – Standard and available in the current release. CIS Infinity allows the Town to define fees at the Town's discretion. Adjustments can be part of a configurable workflow.
R	**163.**	Interface with Munis Accounts Payable to process refund checks when required.	4 – Standard and available in the current release. Typically a two way interface between CIS Infinity and Munis AP, so that the refund information can be passed back into CIS so that a CSR can see refund check information (check number, date cut, etc.).
R	**164.**	Describe available Collections Management functionality e.g. contact notes, correspondence sent, collections actions, etc.	4 – Standard and available in the current release. Collections processing can be run as part of a workflow within CIS Infinity. Customers will be put into the collections process as soon as bill is generated and when payment is received they will be removed. Every step in the collections process is configurable and customers can be removed from the collections process by an exemption

Ranking		Response – Rating and Comment
		being added to the account. Each step of the collections process (notes, correspondence sent, and collections action) is fully configurable at the utility level.
R	**165.** Create workflow to review accounts ready to go to collections. Transfer balances to active accounts if available or assess a collection fee to outstanding balance and send to collections.	4 – Standard and available in the current release. Configurable workflows within CIS Infinity can be built for review of accounts as well as balance transfer.
R	**Queries and Reports**	
R	**166.** User-level query and reporting tools that allows formatting of headers, graphs, charts, etc. List tools offered.	4 – Standard and available in the current release. All queries and reports in CIS Infinity allow formatting changes based on security and business rules.
R	**167.** Filterable date-range, parameter range, or point-in-time reports and queries.	4 – Standard and available in the current release. Filtering in CIS Infinity is extremely powerful allowing date-range, parameter range, or point-in-time as standard.
R	**168.** Library of standard reports with ability to modify and create new ones.	4 – Standard and available in the current release. CIS Infinity contains over 200 standard reports. Standard reports can be modified and new reports can be created to meet your unique reporting requirements.
I	**169.** Save report and query templates and make them shareable with other users or keep as private.	4 – Standard and available in the current release. All Report and query templates can be stored, saved, and shared based on security and business rules.
R	**170.** Power user reporting tools e.g. Microsoft SQL Reporting Services, Crystal, etc.	4 – Standard and available in the current release. CIS Infinity utilizes Crystal Report for all standard reports.
N	**171.** Support creation of external data warehouse reporting through data management environment e.g. MS Azure, Google, Amazon Web Services.	0 - Not available. Not a function of the CIS Infinity product. Data stored within the CIS database is owned by the Town and can be made available to external systems.
R	**172.** User-level security flows to queries and reports.	4 – Standard and available in the current release. All security rules flow through to queries and reports based on security rules set in CIS Infinity.
R	**173.** Drill down to source transactions and attachments from queries, reports or dashboard following user-security.	4 – Standard and available in the current release. CIS Infinity provides the ability to drill into source transactions by including the transaction detail onto a report or query.

Ranking		Response – Rating and Comment
I	**174.** Schedule generation of reports and distribute via e-mail, to a shared folder, dashboard or portal.	4 – Standard and available in the current release. All reports can be scheduled for generation, distribution and a location determined based on the Town's requirements.
R	**175.** Generate reports in multiple formats, e.g. HTML, PDF, Excel, Word, etc.	4 – Standard and available in the current release. All reports can be exported out of CIS Infinity into the formats mentioned.

3. Pricing

Exhibit A
Pricing Summary

Provide summarized pricing information for your proposed solution. Additional supporting documents may be provided as details to the information on this page. Pricing must be fully comprehensive, complete, and list any available discounts. This form will become Section 3 of your RFP response.

7 CIS: 220 Named Users (105 Editing + 115 Read Only), 88,000 Utility Accounts		
Software		
Required Functional Areas:	**$**	**Assumptions**
Customer Records	0	Included
Customer Service	$400,000.00	CIS Infinity License – 50 concurrent Users
Service Requests and Work Orders	0	Included
Utility Billing	0	Included
Accounts Receivable and Cashiering	0	Included
Queries and Reports	0	Included
Other - Infinity.Mobile Enterprise	$82,500.00	23 Named Field Service Reps and 2 Dispatchers.
Other - Infinity.BWP (Backflow Web Portal)	N/A	This is a SaaS model, pricing is below in recurring license section.
Other - Infinity.Link Enterprise	N/A	This is a SaaS model, pricing is below in recurring license section.
Other – REST API	N/A	This is a SaaS model, pricing is below in recurring license section.
Sub-Total – Software	**$482,500.00**	
Implementation		**Assumptions**
Implementation – Project Management	$304,000.00	
Process Review, Design, Configuration, Testing	$831,000.00	
Data Conversion	$160,000.00	
Training	$120,000.00	
Report and Form Development	$40,000.00	For custom report development.
Integration	$152,000.00	Based on integration table in RFP, and estimate for #52, #73 & #144 of functional matrix.
Travel	$265,000.00	Price based on 100 trips. 1 trip = 1 person, 1 week, all expenses.
Post Go-Live Support	$192,000.00	3 Months Post-Live Support
Sub-Total – Implementation	**$2,064,000.00**	
Maintenance/Recurring License		**Indicate percent and annual increase**
Year 1	Annual Maintenance & Support - $100,000.00 REST API SaaS - $25,000.00 Link Enterprise SaaS- $45,483.00 Mobile Enterprise - $27,060.00 Backflow Portal SaaS - $10,000.00 AWS Cloud -	For modeling purposes, we have used 5% for the annual increase. The actual increase percentage will be negotiated if selected as your vendor. For ease of comparison, we have combined annual maintenance and support as one group and SaaS as a separate group. AWS – Includes two environments, production and test/train. Managed Cloud offering which includes MS OS, MS SQL Server DB, 500GB/month of bandwidth, scalable infrastructure, and

	$90,000.00 **Total = $297,543.00**	maintain compliance with the best security practices such as SSAE 16, ISO 270001/2, and PCI Compliance. Year 1 annual maintenance and support = $127,060.00 Year 1 SaaS = $80,483.00 Year 1 AWS = $ 90,000.00
Year 2	Annual Maintenance and Support = $133,410.00 SaaS = $ 84,507.00 AWS Cloud = $ 94,500.00 **Total = $ 312,420.00**	
Year 3	Annual Maintenance and Support = $140,084.00 SaaS = $ 88733.00 AWS Cloud = $99,225.00 **Total = $328,042.00**	
Year 4	Annual Maintenance and Support = $147,088.00 SaaS = $ 93,170.00 AWS Cloud = $104,187.00 **Total = $344,445.00**	
Year 5	Annual Maintenance and Support = $154,443.00 SaaS = $ 97,828.00 AWS Cloud = $109,396.00 **Total = $361,667.00**	
Year 6	Annual Maintenance and Support = $162,165.00 SaaS = $102,719.00 AWS Cloud = $114,866.00 **Total = $379,750.00**	
Year 7	Annual Maintenance and Support = $170,273.00 SaaS = $107,855.00 AWS Cloud = $ 120,609.00 **Total = $398,737.00**	

Year 8	Annual Maintenance and Support = $178,787.00 SaaS = $113,248.00 AWS Cloud = $ 126,640.00 **Total = $418,675.00**	
Year 9	Annual Maintenance and Support = $187,726.00 SaaS = $ 118,911.00 AWS Cloud = $ 132,971.00 **Total = $439,608.00**	
Year 10	Annual Maintenance and Support = $197,112.00 SaaS = $124,856.00 AWS Cloud = $139,620.00 **Total = $461,588.00**	
Sub-Total Maintenance/Recurring License	**$3,742,475.00**	
TOTAL – YEAR 1 Software, Implementation, Maintenance	**$2,844,043.00**	
TOTAL – YEARS 1-10 Software, Implementation, Maintenance	**$6,288,975.00**	

4. Implementation

d. **Project Plan: Sample Project Plan including Phases, Tasks and Timeline**

Advanced is proposing a 16 month plus 3 month post live implementation to the Town.

The following sample project plan for CIS Infinity and complementary solutions includes key phases, milestones, activities and tasks. The proposed timeline is based on our experience with organizations that are of similar size and scope to the Town as well as industry best practices.

ID	Task Name	Dur'tn	Work	Start	Finish	# Trips	Predecessors	AUS Resources	Client Resources
1	**GILBERT ADV CIS Infinity Project Schedule (DRAFT)**	**391.13 d**	**8,573 h**	**9/1/20**	**4/13/22**	**100**			
2	*Contract Signed & PO Received*	*0 d*	*0 h*	*9/1/20*	*9/1/20*	*0*			
3	*Project Manager Assigned*	*0 d*	*0 h*	*9/1/20*	*9/1/20*	*0*			
4	**1.0 Project Management**	**391.13 d**	**1,520 h**	**9/2/20**	**4/13/22**	**20**			
5	**1.1 Project Planning**	**10.63 d**	**48 h**	**9/2/20**	**9/16/20**	**0**	**2**		
6	ADV - Develop Draft Project Schedule	9 d	36 h	9/2/20	9/14/20	0	3	PM	
7	ADV - Develop Draft Communication Plan	0.13 d	1 h	9/15/20	9/15/20	0	6	PM	
8	ADV - Develop Draft Change Order Template	0.13 d	1 h	9/15/20	9/15/20	0	7	PM	
9	ADV - Develop Draft Change Management Plan	0.13 d	1 h	9/15/20	9/15/20	0	8	PM	
10	ADV - Develop Draft Test Plan	0.13 d	1 h	9/15/20	9/15/20	0	9	PM	
11	ADV - Develop Draft Training Plan	0.13 d	1 h	9/15/20	9/15/20	0	10	PM	
12	ADV - Develop Draft Risk Plan	0.13 d	1 h	9/15/20	9/15/20	0	11	PM	
13	ADV - Draft Conversion Plan	0.13 d	1 h	9/15/20	9/15/20	0	12	PM	
14	ADV - Develop sample Weekly Team Meeting	0.13 d	1 h	9/15/20	9/15/20	0	13	PM	
15	ADV - Develop sample Weekly Status Report	0.13 d	1 h	9/16/20	9/16/20	0	14	PM	
16	ADV - Develop sample Monthly Project Progress Summary	0.13 d	1 h	9/16/20	9/16/20	0	15	PM	
17	ADV - Develop sample Bi-Monthly Sponsor Review	0.13 d	1 h	9/16/20	9/16/20	0	16	PM	
18	ADV - Send to GILBERT for Review	0.25 d	1 h	9/16/20	9/16/20	0	17	PM	
19	**1.2 Status Reports**	**250 d**	**200 h**	**12/8/20**	**12/15/21**	**0**	**5**		
20	ADV - Weekly Team Meetings	250 d	40 h	12/8/20	12/15/21	0	388FF	PM	PM,CT
21	ADV - Weekly Status Reports	250 d	40 h	12/8/20	12/15/21	0	388FF	PM	PM,CT
22	ADV - Monthly Invoicing	250 d	40 h	12/8/20	12/15/21	0	388FF	PM	PM
23	ADV - Monthly Resourcing	250 d	40 h	12/8/20	12/15/21	0	388FF	PM	PM
24	ADV - Monthly Project Progress Summary	250 d	40 h	12/8/20	12/15/21	0	388FF	PM	PM
25	**1.3 Sponsor Review**	**187.5 d**	**30 h**	**3/15/21**	**12/15/21**	**5**	**5**		
26	GILBERT, ADV - Quarterly Sponsor Reviews	187.5 d	30 h	3/15/21	12/15/21	5	388FF	PM	PM,SC
27	ADV - Project Management	75 d	300 h	9/16/20	1/8/21	15	3,5	PM	PM
28	ADV - Process Team Support Tickets	225 d	900 h	1/20/21	12/15/21	0	388FF	PM	PM,CT
29	**ADV - Entry & Exit Criteria Signoff Tracking**	**391.13 d**	**42 h**	**9/2/20**	**4/13/22**	**0**			
72	**3.1 Project Initiation**	**34.05 d**	**92 h**	**9/2/20**	**10/21/20**	**3**			
73	ADV - Schedule GILBERT Kick-off Meeting	0.25 d	0 h	9/2/20	9/2/20	0	5SS	PM	PM
74	ADV - Finalize 90 Day Project Schedule	2 d	0 h	9/14/20	9/16/20	0	6	PM	
75	ADV - Provide Access to Training Guides to GILBERT	0.5 d	4 h	9/16/20	9/17/20	0	5	TRN	
76	ADV - Internal Project Team Kick-off	0.5 d	36 h	9/14/20	9/15/20	0	6	PM,APC,CNV,DEV,INS,LN	
77	ADV - Review SOW	0.5 d	32 h	9/14/20	9/15/20	0	76SS	PM,APC,CNV,DEV,INS,LN	
78	**Conduct Project Kick-off Meeting**	**1.5 d**	**20 h**	**10/8/20**	**10/13/20**	**3**	**5,87**		
79	ADV - Kickoff Project Implementation Overview	0.5 d	12 h	10/8/20	10/12/20	3		PM,PS,TRN	PM,CT
80	ADV - CIS Infinity and Team Support Overview	0.5 d	8 h	10/12/20	10/12/20	0	79	PM,PS,TRN	
81	ADV, GILBERT - Review and Signoff Kickoff Documents	0.5 d	0 h	10/12/20	10/13/20	0	80	PM	PM
82	ADV - Finalize Project Schedule and Baseline	0.5 d	0 h	10/13/20	10/13/20	0	81	PM	PM
83	GILBERT - Give Access to the Data Dictionary	0.2 d	0 h	10/20/20	10/20/20	0	78FS+5 d	PM	IT
84	GILBERT - Give Access to the Entity Relationship Diagrams	0.2 d	0 h	10/20/20	10/20/20	0	83	PM	IT
85	ADV - Deliver Project Team Contact List	0.2 d	0 h	10/20/20	10/20/20	0	84	PM	PM
86	ADV - Deliver Functional and Data Conversion Discovery Agendas	0.2 d	0 h	10/20/20	10/21/20	0	85	PM	
87	**3.2 Installation of CIS Infinity**	**16.75 d**	**40 h**	**9/15/20**	**10/8/20**	**0**	**2FS+10 d**		
88	ADV - Architecture Review	2 d	2 h	9/15/20	9/17/20	0		INS,PM	PM,IT
89	*GILBERT - Build Environment*	*0 d*	*0 h*	*9/24/20*	*9/24/20*	*0*	*88FS+5 d*		*IT*
90	ADV - Obtain Installation License	5 d	0 h	9/16/20	9/22/20	0			
91	ADV - Secure FTP Site	5 d	0 h	9/15/20	9/22/20	0		PM	
92	ADV - Secure Remote Access to Client Site and Test	5 d	0 h	9/24/20	10/1/20	0	89	PM	
93	*ADV - Install/Config Start*	*0 d*	*0 h*	*9/24/20*	*9/24/20*	*0*	*88,89*		
94	ADV - Install/Config Database Server In-house	1.5 d	12 h	9/25/20	9/28/20	0	88,93	IDB	
95	ADV - Install/Config Database Server	1 d	8 h	9/28/20	9/29/20	0	94	IDB	
96	ADV - Install/Config Application Server(s)	1 d	8 h	9/29/20	9/30/20	0	95	IAP	
97	ADV - Installation Training (Server & Desktops)	0.5 d	4 h	9/30/20	9/30/20	0	96	IAP	
98	ADV - Build the Conversion Server	0.75 d	6 h	10/1/20	10/1/20	0	97	IAP	
99	*GILBERT - Signoff on Installation*	*0 h*	*0 h*	*10/8/20*	*10/8/20*	*0*	*98FS+5 d*		*PM*
100	GILBERT - Complete Installation of Desktops	5 d	0 h	10/1/20	10/7/20	0	97		IT
101	**CTT and Functional Discovery Workshops**	**46.25 d**	**550 h**	**10/13/20**	**12/16/20**	**13**	**78**		
102	GILBERT - Chart of Accounts, As-Is Process Flows Gathered	10 d	0 h	10/13/20	10/27/20	0			PM,CT
103	GILBERT - Configurable Interface Files Layouts	5 d	0 h	10/27/20	11/3/20	0	102		
104	*GILBERT - Deliver the Requested files/layouts to ADV*	*0 d*	*0 h*	*11/3/20*	*11/3/20*	*0*	*103*		*PM*
105	**3.6.1 Core Team Training (Weeks 1-2)**	**8.25 d**	**80 h**	**10/13/20**	**10/23/20**	**2**	**78,87**		
106	ADV - Deliver Standard CIS Infinity Training Agendas	0.25 d	0 h	10/13/20	10/13/20	0		TRN	
107	ADV - Deliver Standard CIS Infinity Training Workbooks	0.25 d	0 h	10/13/20	10/13/20	0	106SS	TRN	
108	**Core Team Training Week 1**	**4 d**	**40 h**	**10/13/20**	**10/19/20**	**1**	**106,107**		
109	ADV - Overview and Daily Process	3 d	30 h	10/13/20	10/16/20	1		TRN	CT
110	ADV - Cash	1 d	10 h	10/16/20	10/19/20	0	109	TRN	CT
111	**Core Team Training Week 2**	**4 d**	**40 h**	**10/19/20**	**10/23/20**	**1**	**108**		
112	ADV - Billing	2 d	20 h	10/19/20	10/21/20	1		TRN	CT
113	ADV - Collections	2 d	20 h	10/21/20	10/23/20	0	112	TRN	CT
114	**3.2.1 ADV - Functional Discovery**	**15 d**	**360 h**	**10/23/20**	**11/13/20**	**8**	**105**		
115	**Functional Discovery Workshop Week 1**	**4 d**	**80 h**	**10/23/20**	**10/29/20**	**3**			
116	ADV - Foundation Workshop	1 d	20 h	10/23/20	10/26/20	3		APC,TL,PM	PM,CT
117	ADV - Customer Information Workshop	1 d	20 h	10/26/20	10/27/20	0	116	APC,PM,TL	PM,CT
118	ADV - Move In - Move Out Workshop	1 d	20 h	10/27/20	10/28/20	0	117	APC,PM,TL	PM,CT
119	ADV - Cashiering and Inquiry Workshop	1 d	20 h	10/28/20	10/29/20	0	118	APC,PM,TL	PM,CT
120	**Functional Discovery Workshop Week 2**	**4 d**	**80 h**	**10/29/20**	**11/4/20**	**3**	**115**		
121	ADV - Service Orders Workshop	1 d	20 h	10/29/20	10/30/20	3	119	APC,TL	PM,CT

ADVANCED UTILITY SYSTEMS

ID	Task Name	Dur'tn	Work	Start	Finish	# Trips	Predecessors	AUS Resources	Client Resources
122	ADV - Billing Rates Workshop	1 d	20 h	10/30/20	11/2/20	0	121	APC,TL	PM,CT
123	ADV - Accounting Workshop	1 d	20 h	11/2/20	11/3/20	0	122	APC,TL	PM,CT
124	ADV - Collections Workshop	1 d	20 h	11/3/20	11/4/20	0	123	APC,TL	PM,CT
125	**Functional Discovery Workshop Week 3**	**4 d**	**80 h**	**11/4/20**	**11/10/20**	**2**	**120**		
126	ADV - Reports, Notices and Letters Workshop	2 d	40 h	11/4/20	11/6/20	2		APC,TL	PM,CT
127	ADV - Meters and Meter Inventory Workshop	2 d	40 h	11/6/20	11/10/20	0	126	APC,TL	PM,CT
128	*GILBERT - Signoff on Functional Discovery Workshops*	*0 d*	*0 h*	*10/23/20*	*10/23/20*	*0*		*PM*	*PM*
129	**Functional Discovery Workshop Finalization**	**15 d**	**120 h**	**10/23/20**	**11/13/20**	**0**			
130	ADV - Finalize Initial Discovery Document	5 d	40 h	10/23/20	10/30/20	0		APC,TL	
131	*ADV - Deliver Functional Discovery Document*	*0 d*	*0 h*	*10/30/20*	*10/30/20*	*0*	*130*	*PM*	
132	GILBERT - Review Functional Discovery Document	5 d	0 h	10/30/20	11/6/20	0	131		PM,CT
133	GILBERT - Provide Comments	4 d	0 h	11/2/20	11/6/20	0	132FF		PM,CT
134	ADV - Update Functional Discovery Document	6.67 d	80 h	10/28/20	11/6/20	0	133FF	APC,TL,PM	
135	*GILBERT - Signoff on Functional Discovery Document*	*0 d*	*0 h*	*11/13/20*	*11/13/20*	*0*	*134FS+5 d*	*PM*	*PM*
136	**3.6.2 Core Team Training (Weeks 3-5)**	**15 d**	**110 h**	**11/25/20**	**12/16/20**	**3**	**239**		
137	**Core Team Training Week 3**	**4 d**	**40 h**	**11/25/20**	**12/1/20**	**1**	**111**		
138	ADV - Service Orders	1 d	10 h	11/25/20	11/26/20	1		TRN	CT
139	ADV - Reports	1 d	10 h	11/26/20	11/27/20	0	138	TRN	CT
140	ADV - GL and Month/Year End	1 d	10 h	11/27/20	11/30/20	0	139	TRN	CT
141	ADV - Security	0.5 d	5 h	11/30/20	11/30/20	0	140	TRN	CT
142	ADV - Scheduler	0.5 d	5 h	12/1/20	12/1/20	0	141	TRN	CT
143	**Core Team Training Week 4**	**4 d**	**40 h**	**12/1/20**	**12/7/20**	**1**	**137**		
144	ADV - System Administration	2 d	20 h	12/1/20	12/3/20	1		TRN	CT
145	ADV - Rates	0.5 d	5 h	12/3/20	12/3/20	0	144	TRN	CT
146	ADV - Transformer Inventory	0.5 d	5 h	12/4/20	12/4/20	0	145	TRN	CT
147	ADV - Water Meter Inventory	1 d	10 h	12/4/20	12/7/20	0	146	TRN	CT
148	**Core Team Training Week 5**	**7 d**	**30 h**	**12/7/20**	**12/16/20**	**1**	**143**		
149	ADV - Electric Meter Inventory	1 d	10 h	12/7/20	12/8/20	0		TRN	CT
150	ADV - Backflow Inventory	1 d	10 h	12/14/20	12/15/20	1	143FS+5 d,149	TRN	CT
151	ADV - Other Inventory	0.5 d	5 h	12/15/20	12/15/20	0	150	TRN	CT
152	ADV - Team Support Tool	0.5 d	5 h	12/16/20	12/16/20	0	151	TRN	CT
153	**3.2.2 Data Conversion**	**72 d**	**414 h**	**10/13/20**	**1/29/21**	**1**			
154	GILBERT - Deliver initial Extract	5 d	0 h	10/13/20	10/20/20	0	160SS-20 d		IT
155	GILBERT - Deliver Data Dictionary	5 d	0 h	10/20/20	10/27/20	0	154		IT
156	ADV - Legacy Data Assessment	2.5 d	20 h	10/20/20	10/22/20	0	154	CNV	
157	ADV - Setup Conversion Environment	1 d	8 h	10/23/20	10/23/20	0	156	CNV	
158	ADV - Develop SQL DB for Data Mapping Exercise	2 d	16 h	10/26/20	10/27/20	0	157	CNV	
159	ADV - Prepare and Deliver Conversion Discovery Agenda	0.25 d	2 h	10/27/20	10/27/20	0	160SS-10 d	PM,CNV	
160	ADV - Data Conversion Discovery Workshop	4 d	40 h	11/10/20	11/16/20	1	125	CNV	Conversion
161	ADV - Update Data Mapping DB	10 d	80 h	11/16/20	11/30/20	0	160	CNV	
162	ADV - Deliver Data Mapping DB	0.5 d	4 h	11/30/20	11/30/20	0	161	CNV	
163	ADV - Deliver Data Conversion Plan	0.5 d	4 h	12/1/20	12/1/20	0	162	CNV	
164	GILBERT -Review Data Conversion Plan	5 d	0 h	12/1/20	12/8/20	0	163		Conversion
165	ADV - Make Modifications to the DC Plan	3 d	0 h	12/3/20	12/8/20	0	164FF		
166	*GILBERT - Signoff on Data Mapping DB*	*0 d*	*0 h*	*12/7/20*	*12/7/20*	*0*	*162FS+5 d*		*PM*
167	*GILBERT - Signoff on Data Conversion Plan*	*0 d*	*0 h*	*12/10/20*	*12/10/20*	*0*	*165FS+2 d*		*PM*
168	ADV - Programming of the Conversion	30 d	240 h	12/10/20	1/29/21	0	166,167	CNV	
169	**3.3 Interface/Modification Discovery, BRD & Development**	**28.25 d**	**172 h**	**11/3/20**	**12/11/20**	**3**			
170	ADV - Interface and Modification Discovery Agenda	0.25 d	2 h	11/3/20	11/3/20	0	171SS-10 d,104	PM,APC,TL	PM
171	ADV - Interface/Modification Discovery Workshop	2 d	40 h	11/16/20	11/18/20	3	160	BA,TL,PM	PM,CT,SME(s)
172	ADV - Development BRD & Use Cases	10 d	120 h	11/18/20	12/2/20	0	171	BA,TL	
173	GILBERT - Review BRD	5 d	0 h	11/25/20	12/2/20	0	172SS+5 d		PM,CT,SME(s)
174	ADV - Update BRD	5 d	10 h	12/2/20	12/9/20	0	173SS+5 d	BA,TL	
175	*GILBERT - Signoff on BRD*	*0 d*	*0 h*	*12/11/20*	*12/11/20*	*0*	*174FS+2 d,172*		*PM*
176	**3.8 Interfaces and Software Modifications Delivery**	**128.5 d**	**1,140 h**	**12/11/20**	**6/28/21**	**0**			
177	ADV - 3.8.1 Configurable Interfaces	52.5 d	420 h	12/11/20	3/4/21	0	135,175	TL,APC	
178	**ADV - 3.8.2.1 Modifications**	**41.67 d**	**250 h**	**12/11/20**	**2/18/21**	**0**	**175**		
179	< list modifications>	41.67 d	250 h	12/11/20	2/18/21	0		DEV	
180	**ADV - 3.8.2.2 Modified Interfaces**	**43.75 d**	**350 h**	**12/11/20**	**2/22/21**	**0**	**175**		
181	<list modified interfaces>	43.75 d	350 h	12/11/20	2/22/21	0		DEV	
182	GILBERT - Test Modifications	25 d	0 h	5/18/21	6/28/21	0	180,178,323SS		CT,SME(s)
183	ADV - Make necessary changes to modifications	15 d	120 h	5/25/21	6/21/21	0	182SS+5 d	DEV	
184	*GILBERT - Signoff on Modifications*	*0 d*	*0 h*	*6/28/21*	*6/28/21*	*0*	*183FS+5 d*		*PM*
185	**3.4 CIS Reports, Bills, Notices and Receipts**	**165.5 d**	**492.5 h**	**11/4/20**	**7/13/21**	**3**			
186	ADV - Review of Current Reporting Obligations	1 d	4 h	11/4/20	11/5/20	0	129SS,193SS-10 d	PM,REP	
187	ADV - Deliver Report Analysis Template	0.25 d	2 h	11/5/20	11/5/20	0	186	PM	
188	ADV - Provide Sample Bills	0.5 d	0.5 h	11/5/20	11/6/20	0	187	BPS	
189	ADV - Deliver Reports Discovery Agenda	0.13 d	1 h	11/6/20	11/6/20	0	188	PM,REP	
190	GILBERT - Provide Samples of Current Reports	5 d	0 h	11/5/20	11/12/20	0	191SS		SME(s)
191	GILBERT - Populate Reports Analysis Spreadsheet	5 d	0 h	11/5/20	11/12/20	0	187		SME(s)
192	ADV - Analyze GILBERT Reports	2.5 d	20 h	11/12/20	11/17/20	0	191	REP	
193	ADV - Reports Discovery Workshop	2 d	20 h	11/18/20	11/20/20	2	171	REP	
194	ADV - Bills/Notices/Receipts Discovery Workshop	2 d	20 h	11/20/20	11/24/20	0	193	BPS,PM	
195	**3.4.1 Reports**	**142.5 d**	**288 h**	**11/20/20**	**6/25/21**	**1**			
196	**Standard Reports**	**133.5 d**	**88 h**	**11/20/20**	**6/7/21**	**0**			
197	ADV - Update Reports Analysis Matrix	5 d	40 h	11/20/20	11/27/20	0	193	REP	
198	GILBERT - Test Standard Reports	5 d	0 h	5/25/21	5/31/21	0	214SS		CT,SME(s)
199	ADV - Make any adjustments	8 d	48 h	5/20/21	5/31/21	0	198FF	REP	
200	GILBERT - Re-test Reports	5 d	0 h	6/1/21	6/7/21	0	199		CT,SME(s)

ID	Task Name	Dur'tn	Work	Start	Finish	# Trips	Predecessors	AUS Resources	Client Resources
201	*GILBERT - Signoff on Standsd Reports*	*0 d*	*0 h*	*6/7/21*	*6/7/21*	*0*	*200FF*		*PM*
202	**Custom Reports**	**142.5 d**	**200 h**	**11/20/20**	**6/25/21**	**1**			
203	ADV - Custom Reports Specification, Development & Delive	1.33 d	8 h	11/20/20	11/23/20	0	193	REP	
204	GILBERT - Custom Reports Specification Review	2 d	0 h	11/23/20	11/25/20	0	203		
205	*Custom Reports Specification Signoff*	*0 d*	*0 h*	*11/25/20*	*11/25/20*	*0*	*204*	*PM*	*PM*
206	ADV - Program Custom Reports	10 d	160 h	11/25/20	12/9/20	0	205	REP	
207	GILBERT - Test Custom Reports	5 d	0 h	6/1/21	6/7/21	1	206FS+5 d,198		CT,SME(s)
208	ADV - Make any adjustments	4 d	32 h	6/8/21	6/11/21	0	207	REP	
209	GILBERT - Re-test Custom Reports	5 d	0 h	6/21/21	6/25/21	0	208,198		CT,SME(s)
210	*GILBERT - Signoff on Custom Reports*	*0 d*	*0 h*	*6/25/21*	*6/25/21*	*0*	*209*	*PM*	*PM*
211	**3.4.1 Bills**	**37 d**	**65 h**	**5/13/21**	**7/13/21**	**0**			
212	ADV - Test EBP file	3 d	24 h	5/13/21	5/18/21	0	213SS-5 d	BPS	
213	ADV - Rollout Bill Print	1 d	1 h	5/21/21	5/21/21	0	205,194FS+10 d,214SS	BPS	
214	GILBERT - Test Bill Print	5 d	0 h	5/25/21	5/31/21	0	323SS+5 d		CT,SME(s)
215	ADV - Make any necessary adjustments	5 d	40 h	6/1/21	6/7/21	0	214	BPS	
216	*GILBERT - Signoff on Bill Print*	*0 d*	*0 h*	*7/13/21*	*7/13/21*	*0*	*215FS+20 d*		
217	**3.4.1 Notices**	**151.5 d**	**36 h**	**11/24/20**	**7/13/21**	**0**			
218	GILBERT - Design New Notices	5 d	0 h	11/24/20	12/1/20	0	194		
219	*GILBERT - Deliver Notices Design to ADV*	*0 d*	*0 h*	*12/1/20*	*12/1/20*	*0*	*218*		*PM*
220	ADV - Code and test Notices	3 d	18 h	12/1/20	12/4/20	0	219	REP	
221	ADV - Rollout Notices	1 d	2 h	12/4/20	12/7/20	0	220	REP	
222	GILBERT - Test Notices	3 d	0 h	6/8/21	6/10/21	0	221,207,214		CT,SME(s)
223	ADV - Make any necessary code changes	2 d	16 h	6/11/21	6/21/21	0	222,215	REP	
224	*GILBERT - Signoff on Notices*	*0 d*	*0 h*	*7/13/21*	*7/13/21*	*0*	*223FS+2 d,216FF*		*PM*
225	**3.4.1 Receipts**	**146.5 d**	**36 h**	**12/1/20**	**7/13/21**	**0**			
226	GILBERT - Design New Receipts	2 d	0 h	12/1/20	12/3/20	0	218,219		CT,SME(s)
227	*GILBERT - Deliver Receipt Design to ADV*	*0 d*	*0 h*	*12/3/20*	*12/3/20*	*0*	*226*		*PM*
228	ADV - Code and Test Receipt	3 d	18 h	12/4/20	12/9/20	0	227,220	REP	
229	ADV - Rollout Receipt	1 d	2 h	12/9/20	12/10/20	0	228	REP	
230	GILBERT - Test Receipt	2 d	0 h	6/11/21	6/21/21	0	229,222		CT,SME(s)
231	ADV - Make any necessary code changes	2 d	16 h	6/22/21	6/23/21	0	230,223	REP	
232	*GILBERT - Signoff on Receipts*	*0 d*	*0 h*	*7/13/21*	*7/13/21*	*0*	*231,216FF*		*PM*
233	**3.4.3a Link Enterprise**	**219.5 d**	**135 h**	**10/21/20**	**9/14/21**	**3**			
234	ADV - Provide Infinity.Link Checklist to GILBERT	0.13 d	1 h	10/21/20	10/21/20	0	239FS-25 d	LNK	
235	GILBERT - Configure Hardware	10 d	0 h	10/21/20	11/4/20	0	234		IT
236	GILBERT - Configure Network Security	5 d	0 h	11/4/20	11/11/20	0	235		IT
237	ADV - Review Infinity.Link Checklist	0.5 d	4 h	11/11/20	11/12/20	0	236	LNK,PM	
238	ADV - Install Infinity.Link	0.5 d	4 h	11/12/20	11/12/20	0	237	INS	
239	ADV - Infinity.Link Discovery Workshop	1 d	20 h	11/24/20	11/25/20	3	194	TL,PM,LNK	PM,CT,SME(s)
240	ADV - Create Infinity.Link Discovery Document	1 d	8 h	11/25/20	11/26/20	0	239	LNK	
241	GILBERT - Review Infinity.Link Discovery Document	5 d	0 h	11/26/20	12/3/20	0	240		CT,SME(s)
242	ADV - Make Changes to Infinity.Link Discovery Document	1 d	8 h	12/2/20	12/3/20	0	241FF	LNK	
243	*GILBERT - Signoff on Infinity.Link Discovery Document*	*0 d*	*0 h*	*12/7/20*	*12/7/20*	*0*	*242FS+2 d*		*PM*
244	ADV - Configure Infinity.Link	5 d	40 h	3/30/21	4/5/21	0	242,250FS-20 d	LNK	
245	ADV - Train CSRs on Infinity.Link	0.5 d	5 h	4/6/21	4/6/21	0	244	LNK	
246	ADV - Train IT on Infinity.Link	0.5 d	5 h	4/6/21	4/6/21	0	245	LNK	
247	GILBERT - Develop GUI/Skin for Infinity.Link	2 d	0 h	4/7/21	4/8/21	0	246		WEB
248	GILBERT - Configure Infinity.Link Functionality	5 d	0 h	4/9/21	4/15/21	0	247		WEB,SME(s)
249	ADV - Testing Support	5 d	20 h	4/20/21	4/26/21	0	250FF	LNK	
250	GILBERT - Test Infinity.Link	5 d	0 h	4/20/21	4/26/21	0	292FF		CT,SME(s)
251	ADV - Make necessary changes to Infinity.Link	5 d	20 h	4/27/21	5/3/21	0	250	LNK	
252	*GILBERT - Signoff on Infinty.Link*	*0 d*	*0 h*	*9/14/21*	*9/14/21*	*0*	*251,350*		*PM*
253	**3.5 Configuration and Conversion**	**55 d**	**246 h**	**11/13/20**	**2/8/21**	**3**			
254	ADV - Initial Roll-out Agenda	0.25 d	6 h	1/15/21	1/15/21	0	259FS-10 d	PM,APC,TL,CNV	
255	**3.5.1 Initial Configuration**	**55 d**	**240 h**	**11/13/20**	**2/8/21**	**3**			
256	ADV - Review SOW	1 d	16 h	11/13/20	11/16/20	0	135	TL,APC	PM,CT
257	ADV - Assist Identification of Baseline Accounts	3 d	24 h	11/16/20	11/19/20	0	256	APC	PM,CT
258	ADV - Configure Discovery Items	30 d	120 h	12/16/20	2/4/21	0	257,136	TL	
259	ADV - Gating Q/A Analysis of the In-house System	2 d	48 h	1/27/21	1/29/21	0	260SS-6 d	TL,APC,CNV,PM	
260	ADV - Make Changes to the Configuration as Needed	2 d	32 h	2/4/21	2/8/21	3	258	TL,APC,PM	PM,CT
261	**3.9 Software Testing**	**148 d**	**2,386.5 h**	**2/8/21**	**9/14/21**	**27**			
262	**3.5.2 Data Refresh # 1 (Conversion)**	**5 d**	**36 h**	**2/8/21**	**2/12/21**	**0**	**255**		
263	GILBERT - Deliver Data Extract & Data Validation Numbers	1 d	0 h	2/8/21	2/9/21	0	255		PM,Conversion
264	ADV - Initial Data Conversion Load	2 d	16 h	2/9/21	2/11/21	0	168,263	CNV	Conversion
265	ADV - Refresh Data to Production & Test System	1.5 d	12 h	2/11/21	2/12/21	0	264	CNV	Conversion
266	ADV - Time conversion duration	5 d	0 h	2/8/21	2/12/21	0	265FF		Conversion
267	ADV - Produce Data Conversion & Validation Results	1 d	8 h	2/12/21	2/12/21	0	265FF	CNV	Conversion
268	**3.9.1 Initial Configuration and Conversion (Conversion Testing)**	**20 d**	**260 h**	**2/12/21**	**3/15/21**	**1**	**136,262**		
269	ADV - Rollout Initial Conversion	3 d	24 h	2/12/21	2/18/21	0	260FF,267	CNV,PM	Conversion
270	ADV - Review Data Load and Configuration with GILBERT	2 d	16 h	2/18/21	2/22/21	0	269	CNV,APC,TL,PM	Conversion
271	ADV - Initial Configuration Rollout	5 d	40 h	2/16/21	2/22/21	0	260,270FF	CNV,APC,TL,PM	Conversion
272	ADV - Test Support	5 d	20 h	3/2/21	3/8/21	1	273FF	CNV	
273	GILBERT - Conduct Testing	10 d	0 h	2/23/21	3/8/21	0	270,271		Conversion
274	GILBERT - Report any issues into Project Team	10 d	0 h	2/23/21	3/8/21	0	273FF		Conversion
275	ADV - Make any necessary Conversion changes	10 d	80 h	3/2/21	3/15/21	0	274SS+5 d	CNV	
276	ADV - Make config changes	10 d	80 h	3/2/21	3/15/21	0	275FF	TL,PM	
277	**3.5.3 Data Refresh #2 (Functional Testing)**	**5 d**	**38 h**	**3/16/21**	**3/22/21**	**0**	**268**		
278	GILBERT - Deliver Data Extract & Data Validation Numbers	1 d	0 h	3/16/21	3/16/21	0	268		PM,Conversion
279	ADV - Update conversion with TeamSupport items	2 d	16 h	3/16/21	3/18/21	0	278	CNV,PM	Conversion

ADVANCED UTILITY SYSTEMS

ID	Task Name	Dur'tn	Work	Start	Finish	# Trips	Predecessors	AUS Resources	Client Resources
280	ADV - Upload Data to FTP site	1 d	8 h	3/19/21	3/19/21	0	279	CNV	Conversion
281	ADV - Refresh Data to Production & Test System	1 d	8 h	3/22/21	3/22/21	0	280	CNV	Conversion
282	ADV - Time conversion duration	4 d	0 h	3/17/21	3/22/21	0	281FF		Conversion
283	ADV - Data Conversion & Validation Results	1 d	6 h	3/22/21	3/22/21	0	281FF	CNV,PM	Conversion
284	GILBERT Review and Approve Validation results	1 d	0 h	3/22/21	3/22/21	0	283FF		
285	**3.9.2 Functional Testing**	**43 d**	**478 h**	**3/9/21**	**5/6/21**	**6**	**136**		
286	GILBERT Prepare Functional Test Cases	10 d	0 h	3/9/21	3/22/21	0	292SS-10 d		
287	***ADV - Functional Test Kickoff Agenda***	***0 d***	***0 h***	***3/9/21***	***3/9/21***	***0***	***286SS***	***PM,TL,TRN***	
288	***ADV - Rate Testing Matrix***	***0 d***	***0 h***	***3/9/21***	***3/9/21***	***0***	***287***	***TL***	***CT,Test Lead***
289	***ADV - Provide Testing Worksheets***	***0 d***	***0 h***	***3/9/21***	***3/9/21***	***0***	***288***	***PM***	
290	ADV - On The Job Learning (OTJL)	25 d	130 h	3/23/21	4/26/21	4	292FF	TRN	
291	ADV - Testing Support	25 d	200 h	3/23/21	4/26/21	0	292FF	TL	
292	GILBERT - Conduct Functional Testing	25 d	0 h	3/23/21	4/26/21	0	277		CT,SME(s)
293	GILBERT - Report Functional Testing Issues to Project Team	25 d	0 h	3/23/21	4/26/21	0	292FF		CT,SME(s)
294	ADV - Make any necessary configuration changes	15 d	120 h	4/6/21	4/26/21	2	293FF	TL,PM	
295	ADV - Update Functional Discovery Document	3 d	28 h	4/27/21	4/29/21	0	294	TL,APC	
296	GILBERT - Updated Functional Discovery Document Sign off	5 d	0 h	4/30/21	5/6/21	0	295		
297	**GILBERT, ADV - Business Process Review**	**54 d**	**80 h**	**4/9/21**	**7/2/21**	**2**			
298	GILBERT - Create To Be Processes from Functional Discovery W	20 d	0 h	4/9/21	5/6/21	0	135,299SS-20 d		
299	GILBERT - Create Organizational Readiness Plan	10 d	0 h	5/7/21	5/21/21	0	285		PM,BCM
300	Business Processes Review Workshop	4 d	80 h	5/21/21	5/27/21	2	299	PM,APC,BA	PM,BCM
301	GILBERT - Update Process Flows	10 d	0 h	5/28/21	6/10/21	0	300		BCM
302	GILBERT - Finalize Organizational Readiness Plan	20 d	0 h	5/28/21	7/2/21	0	300,301SS		BCM
303	**3.5.4 Data Refresh #3 (Integration Testing Cycle 1)**	**5 d**	**38 h**	**5/10/21**	**5/14/21**	**0**	**323SS-5 d,285**		
304	GILBERT - Deliver Data Extract & Data Validation Numbers	1 d	0 h	5/10/21	5/10/21	0			PM,Conversion
305	ADV - Update conversion with TeamSupport items	2 d	16 h	5/10/21	5/12/21	0	304	CNV,PM	Conversion
306	ADV - Upload Data to FTP site	1 d	8 h	5/13/21	5/13/21	0	305	CNV	Conversion
307	ADV - Refresh Data to Production & Test System	1 d	8 h	5/14/21	5/14/21	0	306	CNV	Conversion
308	ADV - Time conversion duration	4 d	0 h	5/11/21	5/14/21	0	307FF		Conversion
309	ADV - Data Conversion & Validation Results	1 d	6 h	5/14/21	5/14/21	0	307FF	CNV,PM	Conversion
310	GILBERT Review and Approve Validation results	1 d	0 h	5/14/21	5/14/21	0	309FF		
311	**3.9.3 Integration Testing Cycle 1**	**31 d**	**542.5 h**	**5/7/21**	**6/28/21**	**5**	**285**		
312	ADV - Deliver Integration Test Scripts	0.25 d	2 h	5/10/21	5/10/21	0	285,319SS-7 d,303SS	APC	PM,CT
313	ADV - Data Conversion Load	0.25 d	0.5 h	5/10/21	5/10/21	0	312	CNV	Conversion
314	ADV - Test Plan Outline	1 d	8 h	5/10/21	5/11/21	0	313	APC	PM
315	ADV, GILBERT - Acceptance Criteria	1 d	0 h	5/11/21	5/12/21	0	314	PM	PM,CT
316	***ADV, GILBERT - Plan Completion and Signoff***	***0 d***	***0 h***	***5/12/21***	***5/12/21***	***0***	***315***	***PM***	***PM***
317	ADV - Develop Stress Test Plan	2 d	16 h	5/12/21	5/14/21	0	316	TL,PM	PM,CT,IT
318	ADV - Develop Integration Test Plan	2 d	16 h	5/14/21	5/19/21	0	317	TL,PM	PM,CT,IT
319	GILBERT - Develop Integration Test Scripts	5 d	0 h	5/7/21	5/13/21	0	323SS-8 d		
320	ADV - Review Data & Configuration with GILBERT	3 d	60 h	5/13/21	5/19/21	1	319	TL,TRN,PM	CT,SME(s)
321	ADV - Testing Support	20 d	200 h	5/18/21	6/21/21	2	323FF	TL,PM	CT,SME(s)
322	ADV - OTJL	20 d	80 h	5/18/21	6/21/21	2	323FF	TRN	
323	GILBERT - Conduct Testing (includes interfaces, reports)	20 d	0 h	5/18/21	6/21/21	0	206,228,177,178,180,		CT,SME(s)
324	GILBERT - Report any issues into Project Team	20 d	0 h	5/18/21	6/21/21	0	323FF		
325	ADV - Make any necessary configuration changes	20 d	160 h	5/25/21	6/28/21	0	324FF+5 d	TL,PM	
326	**3.5.5 Data Refresh #4 (Integration Testing Cycle 2)**	**5 d**	**38 h**	**6/29/21**	**7/6/21**	**0**	**311**		
327	GILBERT - Deliver Data Extract & Data Validation Numbers	1 d	0 h	6/29/21	6/29/21	0	311		PM,Conversion
328	ADV - Update conversion with TeamSupport items	2 d	16 h	6/29/21	7/2/21	0	327	CNV,PM	Conversion
329	ADV - Upload Data to FTP site	1 d	8 h	7/5/21	7/5/21	0	328	CNV	Conversion
330	ADV - Refresh Data to Production & Test System	1 d	8 h	7/6/21	7/6/21	0	329	CNV	Conversion
331	ADV - Time conversion duration	4 d	0 h	6/30/21	7/6/21	0	330FF		Conversion
332	ADV - Data Conversion & Validation Results	1 d	6 h	7/6/21	7/6/21	0	330FF	CNV,PM	Conversion
333	GILBERT Review and Approve Validation results	1 d	0 h	7/6/21	7/6/21	0	332FF		
334	**3.9.4 Integration Testing Cycle 2**	**28 d**	**390 h**	**6/24/21**	**8/3/21**	**4**			
335	GILBERT - Update Integration Test Scripts	5 d	0 h	6/24/21	6/30/21	0	339SS-8 d		CT,SME(s)
336	ADV - Review Data & Configuration with GILBERT	3 d	30 h	6/30/21	7/6/21	0	335	TL,PM	CT,SME(s)
337	ADV - Testing Support	20 d	160 h	7/7/21	8/3/21	2	339FF	TL	
338	ADV - OTJL	20 d	80 h	7/7/21	8/3/21	2	339FF	TRN	
339	GILBERT - Conduct Testing	20 d	0 h	7/7/21	8/3/21	0	326		CT,SME(s)
340	GILBERT - Report any issues into Project Team	20 d	0 h	7/7/21	8/3/21	0	339FF		CT,SME(s)
341	ADV - Make any necessary configuration changes	15 d	120 h	7/14/21	8/3/21	0	340FF	TL,PM	
342	**3.5.6 Data Refresh #5 (UAT)**	**5 d**	**38 h**	**8/4/21**	**8/11/21**	**0**	**334**		
343	GILBERT - Deliver Data Extract	1 d	0 h	8/4/21	8/4/21	0			PM,Conversion
344	ADV - Update conversion with TeamSupport items	2 d	16 h	8/4/21	8/6/21	0	343	CNV,PM	Conversion
345	ADV - Upload Data to FTP site	1 d	8 h	8/10/21	8/10/21	0	344	CNV	Conversion
346	ADV - Refresh Data to Production & Test System	1 d	8 h	8/11/21	8/11/21	0	345	CNV	Conversion
347	ADV - Time conversion duration	4 d	0 h	8/5/21	8/11/21	0	346FF		Conversion
348	ADV - Data Conversion & Validation Results	1 d	6 h	8/11/21	8/11/21	0	346FF	CNV,PM	Conversion
349	GILBERT Review and Approve Validation results	1 d	0 h	8/11/21	8/11/21	0	348FF		
350	**3.9.5 User Acceptance Testing**	**28 d**	**448 h**	**8/5/21**	**9/14/21**	**9**			
351	ADV - UAT Test Plan Outline	1 d	8 h	8/5/21	8/5/21	0	359SS-8 d	APC	PM
352	ADV - UAT Acceptance Criteria	1 d	0 h	8/5/21	8/5/21	0	351FF	PM	PM
353	GILBERT - UAT Plan Review & Signoff	1 d	0 h	8/5/21	8/6/21	0	351,352	PM	PM,CT,SME(s)
354	GILBERT - Develop UAT Test Scripts	5 d	0 h	8/5/21	8/16/21	0	353		CT,SME(s)
355	ADV - Review Data & Configuration with GILBERT	4 d	80 h	8/11/21	8/17/21	0	342	PM,TL,TRN	CT,SME(s)
356	***UAT Balancing/Project Document Signoff***	***0 d***	***0 h***	***8/17/21***	***8/17/21***	***0***	***355***	***PM***	***PM***
357	ADV - OTJL	15 d	120 h	8/18/21	9/7/21	3	359FF	TRN	CT,SME(s)
358	ADV - Testing Support	15 d	120 h	8/18/21	9/7/21	3	359FF	TL,PM	

ADVANCED UTILITY SYSTEMS

ID	Task Name	Dur'tn	Work	Start	Finish	# Trips	Predecessors	AUS Resources	Client Resources
359	GILBERT - Conduct Testing (Hard Parallel)	15 d	0 h	8/18/21	9/7/21	0	356		CT,SME(s)
360	GILBERT - Report any issues into Project Team	15 d	0 h	8/18/21	9/7/21	0	359FF		CT,SME(s)
361	ADV - Make any necessary configuration changes	15 d	120 h	8/18/21	9/7/21	3	360FF	TL,PM	
362	GILBERT - UAT Signoff	5 d	0 h	9/7/21	9/14/21	0	361	PM	PM
363	**3.10 Train the Trainer**	**71 d**	**400 h**	**9/16/21**	**1/11/22**	**12**			
364	GILBERT - Finalize End User Training Plan	5 d	0 h	9/16/21	9/23/21	0	365SS-20 d		PM
365	ADV - Train the Trainer	50 d	400 h	10/18/21	1/10/22	12	388SS-40 d,136	TRN	End Users
366	GILBERT - Training Signoff	1 d	0 h	1/10/22	1/11/22	0	365	TRN,PM	PM
367	**3.11 Go/No-Go Criteria and Cutover Plan**	**137 d**	**0 h**	**9/14/21**	**4/12/22**	**6**			
368	ADV - Finalize Go/No Go Criteria	2 d	0 h	9/14/21	9/16/21	1	362,297	PM,APC,PS	PM
369	ADV - Finalize Cutover Plan	1 d	0 h	9/17/21	9/17/21	0	368		PM
370	***GILBERT Go/No-go & Cutover Plan Signoff***	***0 d***	***0 h***	***9/21/21***	***9/21/21***	***0***	***368FS+1 d,369FS+1 d***	***PM,APC,SUP***	***PM***
371	GILBERT-ADV Go/No-Go Meeting	79 d	0 h	12/1/21	4/5/22	5	370,380SS-3 d	APC,TL,PS,PM,SUP	PM,CT
372	***GILBERT - Authorization to Go Live***	***0 d***	***0 h***	***4/5/22***	***4/5/22***	***0***	***371***		***PM***
373	**Change Management**	**5 d**	**0 h**	**4/6/22**	**4/12/22**	**0**			
374	GILBERT - Internal Communications	5 d	0 h	4/6/22	4/12/22	0	366FF,372		PM
375	GILBERT - External Communications	5 d	0 h	4/6/22	4/12/22	0	374FF		PM
376	**3.12 Transition to Live**	**128 d**	**17 h**	**9/15/21**	**3/30/22**	**0**			
377	***GILBERT - Organizational Readiness Plan Finalized***	***0 d***	***0 h***	***3/30/22***	***3/30/22***	***0***	***371FF-4 d***		***PM,CT***
378	**Go Live**	**65 d**	**17 h**	**9/15/21**	**12/16/21**	**0**			
379	Go Live Float	60 d	0 h	9/15/21	12/9/21	0	350		
380	**3.5.7 Data Refresh #6 (Go Live)**	**2 d**	**15 h**	**12/6/21**	**12/7/21**	**0**	**388FS-8 d**		
381	GILBERT - Deliver Data Extract & Data Validation Numbers	0.5 d	0 h	12/6/21	12/6/21	0			PM,Conversion
382	ADV - Update conversion with TeamSupport items	0.5 d	4 h	12/6/21	12/6/21	0	381	CNV,PM	Conversion
383	ADV - Upload Data to FTP site	0.5 d	4 h	12/7/21	12/7/21	0	382	CNV	Conversion
384	ADV - Refresh Data to Production & Test System	0.5 d	4 h	12/7/21	12/7/21	0	383	CNV	Conversion
385	ADV - Time conversion duration	2 d	0 h	12/6/21	12/7/21	0	384FF		Conversion
386	ADV - Data Conversion & Validation Results	0.5 d	3 h	12/7/21	12/7/21	0	384FF	CNV,PM	Conversion
387	GILBERT Review and Approve Validation results	0.5 d	0 h	12/7/21	12/7/21	0	386FF		
388	ADV Go Live Support	3 d	0 h	12/10/21	12/15/21	0	370,379FS+1 d	APC,TL,PS,PM,SUP,TRN	PM,CT
389	ADV - Final Release Data Conversion Refresh & Validation Rep	0.25 d	2 h	12/15/21	12/15/21	0	388FF	CNV	PM,CT
390	GILBERT - Bancing Signoff	0.13 d	0 h	12/15/21	12/15/21	0	388FF	PM	PM,CT
391	GILBERT -Data Conversion Validation Parameters Signoff	0.13 d	0 h	12/15/21	12/15/21	0	390FF	PM	PM,CT
392	GILBERT - Year and Month Active Confirmation	0.13 d	0 h	12/15/21	12/15/21	0	391FF	PM	PM,CT
393	GILBERT - AR summary details Signoff	0.13 d	0 h	12/15/21	12/15/21	0	392FF	PM	PM,CT
394	GILBERT - Transaction Code Report Signoff	0.13 d	0 h	12/15/21	12/15/21	0	393FF	PM	PM,CT
395	GILBERT - Rates Signoff	0.13 d	0 h	12/15/21	12/15/21	0	394FF	PM	PM,CT
396	ADV - Post Life Items Identified	1 d	0 h	12/15/21	12/16/21	0	388	APC,TL,PS,PM,SUP	PM,CT
397	***GILBERT - Go Live Signoff***	***0 d***	***0 h***	***12/16/21***	***12/16/21***	***0***	***396***		***PM***
398	**3.13 GILBERT-ADV - CIS Post Go Live**	**63 d**	**960 h**	**12/16/21**	**3/30/22**	**6**			
399	ADV - Post Live Support	63 d	960 h	12/17/21	3/30/22	6	408FF	SUP,PM	End Users
400	**Month 1**	**21 d**	**0 h**	**12/16/21**	**1/31/22**	**0**	**378**		
401	ADV - Process Project Team Tickets	21 d	0 h	12/16/21	1/31/22	0		PM	End Users
402	ADV - Weekly Team Meeting	21 d	0 h	12/17/21	1/31/22	0	401FF	PM	PM
403	ADV - Weekly Status Report	21 d	0 h	12/17/21	1/31/22	0	401FF	PM	PM
404	**Month 2**	**21 d**	**0 h**	**1/31/22**	**3/1/22**	**0**	**400**		
405	ADV- Process Project Team Tickets	21 d	0 h	1/31/22	3/1/22	0	400	PM	End Users
406	ADV - Weekly Team Meeting	21 d	0 h	2/1/22	3/1/22	0	405FF	PM	PM
407	ADV - Weekly Status Report	21 d	0 h	2/1/22	3/1/22	0	405FF	PM	PM
408	**Month 3**	**21 d**	**0 h**	**3/1/22**	**3/30/22**	**0**	**404**		
409	ADV - Process Project Team Tickets	21 d	0 h	3/1/22	3/30/22	0	404	PM	End Users
410	ADV - Weekly Team Meeting	21 d	0 h	3/2/22	3/30/22	0	409FF	PM	PM
411	ADV - Weekly Status Report	21 d	0 h	3/2/22	3/30/22	0	409FF	PM	PM
412	**Project Closure**	**7 d**	**8 h**	**3/30/22**	**4/8/22**	**0**	**408**		
413	ADV - Finalize Transition Plan to Support	1 d	0 h	3/30/22	3/31/22	0		PM	PM
414	ADV - Transition to Support	1 d	8 h	3/31/22	4/1/22	0	413	SUP,PM	PM
415	***GILBERT Project Signoff***	***0 d***	***0 h***	***4/8/22***	***4/8/22***	***0***	***414FS+5 d***		***PM***

e. Town resources: role, responsibilities, estimated time per month

Role and Responsibilities

The table below identifies the specific project roles and responsibilities for Town resources during the implementation.

Town of Gilbert Team	
Role	**Responsibilities**
Project Sponsors (Includes Dir. Customer Service, Dir. Utilities, Dir. Finance)	• Steer project • Serve as project champion • Resolve major project issues
Project Manager	• Work closely with Advanced PM to develop project plan approach, timetable, priorities, and resources. • Coordinate resources and internal activities required to deploy system. • Report project status to steering committee; identify changes in project and scheduling. • Act as a liaison between implementation team, and Advanced. • Oversee project communications at the Agency • Review and approve deliverables
Core Team (typically 6- 8 individuals)	• Work with Advanced to determine system configuration requirements. • Identify and document existing and "to be" processes Assist project manager in project management in areas such as scheduling • Communicate business issues to the Advanced implementation team • Test system functions throughout all testing phases • Assist other Town subject matter experts with testing • Use TeamSupport software to log errors and omissions • Provide front line assistance to end users • Participate in data conversion Discovery process • Extract data from existing CIS solution • Assist Advanced to ensure the data mapped into CIS Infinity is complete and accurate • Identify and correct data conversion issues • Oversee final data acceptance
SMEs/System Testers	• Provide input to core team on areas of expertise during Discovery phases • Assist core team in process development and improvement. • Assist core team with testing
Conversion Lead	• Work with Advanced to extract data

DBA	• Provide database support
IT Support Staff	• Ensure hardware, network and field communication is available and configured (servers, mobile field devices)
	• Assist Advanced in the installation process and deployment of the software
	• Ensure server and desktop hardware is available, tested, and operational.
	• Assist Advanced with system configuration.
	• Perform administrative functions – e.g. preparation of training rooms
	• Troubleshoot network, hardware and other system problems

Estimated time per month

The following staffing matrix identifies the estimated time commitment per month for each Town resource during the implementation.

Town of Gilbert Staffing

	Initiation & Planning	Design and Training			Development, Configuration, Conversion & Testing							Final Testing, Training & Prep for Go-Live				Go-Live	Post Go-Live Support		
Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Expected Month	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Number of Weeks Per Month																			
Project Manager	2	3	3	3	3	3	3	3	3	3	3	2	2	2	2	2	1	1	1
Subject Matter Experts (SME)	1	4	3	3	3	3	3	3	3	3	3	4	4	4	4	4	2	2	2
Core Team	1	8	6	6	6	6	2	2	2	2	4	8	8	8	8	8	3	3	3
Conversion Lead	1	1	2	2	1	2	2	1	1	2	2	2	2	1	1	1	0	0	0
Tester(s)		1	2	2	2	3	3	3	3	3	3	4	4	4	4	4	2	2	2
End Users											4	4	4	4	4	4	4	4	4
Total Weeks Per Month Allocated	5	17	16	16	15	17	13	12	12	13	19	24	24	23	23	23	12	12	12
FTE Count based on 160 hours per month	1.25	4.25	4	4	3.75	4.25	3.25	3	3	3.25	4.75	6	6	5.75	5.75	5.75	3	3	3

f. **Vendor resources: role, responsibilities, estimated time per month**

Role and Responsibilities

The table below identifies the specific project roles and responsibilities for Advanced resources during the implementation. Advanced has employed this team structure at numerous client implementations with great success.

Advanced will be responsible for each aspect of the implementation including analysis, project planning, project management, requirements gathering, system configuration, and acceptance tests.

Advanced Team	
Role	**Responsibilities**
Project Sponsor	• Steer project • Serve as project champion • Resolve major project issues • Initial point of escalation
Project Manager	• Plan project approach, timetable, priorities, and resources. • Coordinate Advanced and partner resources. • Produce project implementation documentation including communication, training, risk, and change management plans etc.). • Lead all weekly, monthly and quarterly project meetings • Act as a liaison between Advanced and the Town's implementation teams. • Monitor project status and communicate issues and risks to the project team and steering committee for resolution. • Review partner deliverables for quality assurance purposes, with assistance from Advanced SME's
Application Consultant	• Work with technical consultant to lead discovery workshops and interviews • Perform business analysis and document design of the Advanced Solution through the Discovery process • Evaluate best practices and identify operational improvements. • Oversee the set-up of control files & interfaces • Review the system configuration for quality assurance purposes •
Technical Lead	• Assist the Application Consultant in the Discovery process

	• Set-up of control files and configuration type interfaces • Assist in system testing and overall quality assurance • Configure and assist in testing of all interfaces • Work directly with Core Team to resolve system issues throughout the implementation
Conversion Lead	• Assess the Town's data conversion needs and review condition of existing data. • Plan data extraction and conversion approach • Map data from existing CIS solution to CIS Infinity. • Develop data conversion routines and set up control files to reflect defined requirements. • Rollout data conversion to the Core Team • Monitor data testing activities, identify and correct issues, and modify testing routines as required. • Oversee final data acceptance.
Trainer	• Provide all training agendas • Provide training documentation • Lead training sessions • Provide one-to-one assistance in system operation during the testing phases
Specialists	• Various specialist roles including Crystal Reports, Infinity.Link Enterprise

Estimated time per month

The following staffing matrix identifies the estimated time commitment per month for each Advanced resource during the implementation.

Advanced Staffing	Initiation & Planning	Design and Training			Development, Configuration, Conversion & Testing							Final Testing, Training & Prep for Go-Live				Go-Live	Post Go-Live Support		
Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Expected Month	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22
Role					**Number of Weeks Per Month**														
Project Manager	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	1	1	1
Application Consultant	1	3	2	2	2	2	2	2	1	1	1	1	1	1	1	1			
Technical Lead	1	3	3	3	3	3	3	3	3	3	3	3	3	3	3	2	1	1	1
Conversion lead	1	1	1	2	2	2	1	1	1	1	1	1	1	1	2				
Trainer(s)	2	2	2	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2
Installer	1																		
Development			1	1	3	3	3	3	3	3	2	1							
Reports & Bill Print Lead			2	2	2	2	2	2	1	1	1	1	1	1	1	1			
Infinity.Link Enterprise			1	1	1	1	1	1	1	1	1	1	1	1	1				
Infinity.Mobile Enterprise																			
Total Weeks Per Month Allocated	8	11	14	14	16	16	15	15	13	13	12	12	11	11	12	8	4	4	4
FTE Count based on 160 hours per month	2.0	2.8	3.5	3.5	4.0	4.0	3.8	3.8	3.3	3.3	3.0	3.0	2.8	2.8	3.0	2.0	1.0	1.0	1.0

g. Provide resumes of proposed project team members

You will be assigned a Project Manager, Application Consultant, Technical Consultant, and a Conversion Lead that will not change through the life of the project, unless the organization requests a change. Trainers are assigned based on their expertise in the areas being covered. If the organization would find it helpful, we would be happy to arrange interview sessions with personnel from Advanced so you may feel comfortable with the people being assigned to your project.

Since Advanced assembles its implementation teams based on the unique requirements of each project, we cannot predict which team members will staff your implementation until the onset of the project. We can, however provide you with resume profiles for proposed project staff to illustrate what a typical team for a project of the Town's size and scope would look like.

Katie Heymer
Project Manager

Professional Background	As a Project Manager, Katie is responsible for the successful implementation of clients' customer information systems. She manages all steps of the project life cycle, working as a liaison between Advanced and client staff to complete successful projects. Katie has fiscal responsibility for the implementation of projects, maintains client and internal communications, and ensures timely completion of deliverables.
	Previous to joining Advanced, Katie was employed with Park Water Company, CA as the Manager of Customer Service & Conservation. Katie helped in their successful implementation of CIS Infinity and brings over 20 years of utility customer service and operations experience with her.
	Katie has been with Advanced since 2012.
Areas of Expertise	Katie has strong skills in the following areas: **Product Knowledge** • Has over 10 years of CIS Infinity product knowledge. **Utility Experience** • Has over 20 year's utility experience. Worked closely with City and government agencies

Implementation Knowledge

- Previously a member of the core project team during the implementation of CIS Infinity at Park Water Company. During the 10 years of working with CIS Infinity, also implemented Infinity.Link and a version upgrade in addition to several other add-on solutions.

Experience

Katie provided project management, configuration, test plan and test case development and support, utility process development, functional design development and overall project support for multiple projects including:

- City of Oceanside, CA
- Padre Dam, CA
- City of Chandler, AZ

Previous Work Experience

Park Water Company
Manager of Customer Service & Conservation

- Responsible for the direct supervision of eight Customer Service Representatives
- Responsible for all testing and implementation of new features in CIS Infinity
- Responsible for implementing new procedures, policies and functionalities for the Customer Service and Conservation departments.
- Created reporting policies for regulatory purposes as well as preparing and tracking departmental budgets

Pooja Gupta
Senior Application Consultant

Professional Background	Pooja has 10 years of experience working in information technology for local municipalities. She has worked in all areas of project and application lifecycle management of business information systems.
	Prior to joining Advanced, Pooja was employed for a city as the Technical Services Manager and Systems Business Analyst. She was responsible for the successful development, implementation, and management of several business and network implementations, including an Enterprise Resource Planning (ERP) package, Virtual Storage Area Network (VSAN), Centralized Cashiering software, and a hosted Voice Over IP (VoIP) overhaul.
	She was also responsible for a CIS Infinity upgrade from the client side.
Areas of Expertise	Pooja has strong skills in the following areas: **System Configuration and Implementation**

System Configuration and Implementation

- Configuration of software and related interfaces.
- Long term client support. Has taken part in all aspects of implementation projects.

Business Process Development

- Analysis of current business practices.
- Problem solving and gap analysis.

Project Management

- Completed several successful implementations of business applications, software and hardware
- Ensured projects concluded on-time and on or under budget

Experience	**City of Grand Island, NE** **City of Murfreesboro, TN**

- Improved day-to-day utility operations by identifying and revising outdated business processes. Completed business process and configuration requirements for the district's implementation of CIS Infinity and Infinity.Link.

Education	PhD in Computer Science and Engineering and Engineering Physics

Previous Work Experience	**City of San Juan Capistrano, CA**

- Provided information technology support for all city staff and consultants across multiple software packages. Managed new software deployments, both systems developed in-house and commercial products including CIS Infinity.

Rodel De Leon
Technical Consultant

Professional Background	Rodel's role as a Technical Consultant has involved assisting clients with implementation and testing of Advanced Utility's core product CIS Infinity. Rodel has successfully worked with clients to resolve any problems that may come up during implementations.

Previous to joining Advanced Utility Systems, Rodel was employed by Util-Assist Inc. as a meter data management analyst. Rodel helped in the successful implementation and testing of Util-Assist's utility clients AMI application in Ontario and brings over 5 years of utility customer service and operations experience with him

Areas of Expertise	**Technical Skill**
	• Rodel has an in-depth technical knowledge of CIS Infinity. Rodel has used his technical skills to provide a seamless integration within the client's technical environment and ultimately, providing an excellent experience for the end-user.
	Communication
	• Rodel has the ability to successfully work with internal and external members during any implementation, including leading discoveries and working with Advanced staff to translate the functional needs of the client to the product, leading to a successful go-live. Rodel also works with Advanced partners to ensure all client needs are met.
Experience	**Narragansett Bay Commission, RI**
	• Rodel worked on the implementation of CIS Infinity leading to the initial roll out of the system
	Hanover County, VA
	• Technical lead for CIS including leading discoveries to understand client needs and providing implementation support
	Town of Queen Creek, AZ
	• Technical lead for CIS including discoveries, business process management and configuration of Infinity.
Education	**Advanced Diploma, Computer Engineering Technology**
	Seneca Collage of Applied Arts and Technology, Toronto, ON

Banafsheh Ahmadi
Conversion

Professional Background	Banafsheh has worked in different positions at Advanced which has involved assisting clients with implementation, testing and optimizing the performance of systems. She currently manages the conversion of client legacy systems to CIS Infinity.
Areas of Expertise	**SQL Server** • Highly skilled in T-SQL Scripting with a strong understanding of relational database structures **Business Analysis** • Excellent ability to analyze business needs and implement cost-effective solutions to meet those needs **Implementing ERP solutions** • Experience with providing forms, reports and developing business processes for ERP solutions that are based on Microsoft SQL
Experience	**Spartanburg Water, MN** • Performed complex queries, SQL scripts and stored procedures in order to help team resolve issues with data conversions **Independence, MO** • Assisted in data mapping and designed the data conversion program. Executed and balanced each conversion for a successful implementation. **Toho Water Authority, FL** • Completed the legacy data mapping and developed conversion scripts
Education	**BS, Computer Engineering – Software** Azad University **Project Management** Green Dataware Co. **Windows Based Visual C# .Net** Sematec Institute

Previous Work Experience	**Multiview** **Implementation Specialist** • Created a variety of reports based on client needs, using T-SQL • Implemented and fixed bugs in asp.net, Java Script codes and CSS • Migrated user's information and their access by creating complex SQL scripts • Used HTML code for creating different notification emails for client notifications • Prepared SQL scripts, importing and creating new accounts, granting users various access levels • Imported and exported data from Excel to SQL using SSIS package

Rene Rees
Team Lead, Trainer

Professional Background	Rene has over 12 years of experience working in the Corporate Adult Education field and possesses a sound understanding of adult education methodologies in both academic and corporate settings. Previous to joining Advanced, Rene managed training teams and developed and facilitated training to the employees of Bell Canada in Toronto as well as oversees in the Philippines and India.
Areas of Expertise	**Training Management** • Oversee all aspects of Training and Delivery encompassing trainer recruitment, trainer development, scheduling, external and internal partner resourcing and all activities contributing to the overall success of the final product – including training design input. Develop and execute processes to enable uniformity across the Training Lines of Business.

Training Development

- Led the charge for the Tech, Sales and Care training teams to develop training and documentation on new Knowledge centre (Career Zone). Developed documentation for functionality, held Train the Trainer sessions with all Trainers, gave trainer access to training environment prior to launch for familiarity to tool, granted admin access to all trainers for reporting. Result: flawless execution, held TTT's for Care, Sales and Field Sales as a result. It is now the standard document that is used across the business when navigating CZ.

Process Improvement

- Drove the project to revamp all BRS and Mobility Initial Training material to include, Leaders Guides, soft skill practice and structured communication between Training and Operations **Impact:** provided resources to Learning & Development Team to complete redesign, providing a best in class product, accuracy and on-going support for Training updates from L&D team & access to Knowledge center for all agents – external and internal.

Experience

City of Medford, OR
Des Moines Water Works, IA

- Trained core team on the use of CIS Infinity ensuring complete knowledge transfer of system functionality.
- Implemented Testing Databases to track results of Conversion and Configuration testing.

Education

Completed diverse management and training courses through the CSTD Institute for Performing and Learning, Director Leadership sessions and Training Industry Webinars.
Bell Canada

h. **Process improvement: approach to process improvement through implementation. The Town's preference is to modify processes to leverage best practices offered by the software**

The intent in implementing CIS Infinity is to take a Best Practices approach, and use the system as it is designed.

Advanced will review the detailed business requirements of the Town. This analysis will provide an association between the Town's business practices and the required CIS Infinity configuration.

The Functional Discovery Analysis phase will be led by Advanced. The workshops review the functional areas of the system and are the basis for how Advanced will configure all of the required business functions in the system. Prior to beginning Functional Discovery, Advanced will provide Overview training to the Town's core team.

Prior to the start of the Functional Discovery Analysis phase, the Town will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees

- Chart of Accounts for GL/AP interfacing

- Meter Reading process flow, vendor and file layout

- All required service order information

- File layouts for all required interfaces

- Sample of current bill prints, notices, door hangers and letters

- All payment types received and any associated payment information

- Process flows of penalties, collections, disconnections, bankruptcy and write offs

- Process flows of move in, move out process

- Billing process flow

- All Daily, weekly, Month End and Year End Report Requirements

Functional Discovery Analysis Workshops

Advanced will conduct onsite Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with the Town will identify the necessary City staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a Functional Discovery Document that will include, at a minimum, the following areas:

1. **Foundation**

Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

2. **Customer Information**

Review of addresses and phone numbers, lookups and address and occupancy types.

3. **Meters and Meter Inventory**

Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.

4. **Billing**

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

5. **Rates**

Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.

6. **Cashiering**

Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.

7. **Collections**

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

8. **Move in Move Out**

Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.

9. **Accounting**

Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.

10. **Service Orders**

Review of requirements for full service order processing and follow up actions control.

Discovery workshops enable the Town to determine their new, best practice business processes through CIS Infinity. Significant organizational changes come from the development of new processes. Documenting those changes and communicating them clearly is critical to the successful adoption of the new processes by all of the users.

During the Discovery process, new business process flows will be documented using existing workflows as a reference point and a tool to improve communication in the workshops.

The Discovery deliverable is a document containing clearly organized business process information for using CIS Infinity. This document is critical to the rest of the project. The Discovery document will contain detailed business process flow descriptions, business process flow diagrams, and configuration and conversion information for the new CIS Infinity system.

i. **Change Management: methodology and tools used**

Advanced will provide the Town with a Change Management Plan. It is created to assist the Town in having a successful adoption of CIS Infinity by their staff. This Plan will include internal communication strategies on the party of the Town (e.g., staff newsletters). It will also include more in-depth strategies on how to include end users in significant enough exposure to the system to reduce overall strain and increase the chances of successfully using the software at Go-Live.

There will be several methods through which change management will be addressed during the implementation project. In all cases, communication should be direct, honest, reliable, and timely. Where possible, employees should be actively involved in change procedures to further encourage adoption of the new system.

Areas of change management:

- Internal and external communication
- Discovery workshops
- Training
- Testing

1. **Internal and External Communications**

The purpose of maintaining communication with all stakeholders is to keep everyone informed about the status of the project, to address concerns, and to encourage feedback in order to stay aware of the environment within the organization.

Early in the implementation process Advanced will gain buy-in for the solution and help alleviate employee concerns regarding job security and function.

Advanced can promote buy-in through a variety of means:

- Lunch and Learn sessions to introduce the Advanced solution to a larger audience
- Executive sessions to gain buy-in at the executive management level
- Distribution of project schedules in an easy-to-read calendar format to help users understand what is going on

Communications will also come in part from the Town's Core Team for the project. Internal communications should be directed to both the management levels and the end user levels in the organization. External communications to the Town's customers and community contain information coming from the Core Team but frequently involve resources and departments external to the span of control for the Core Team. A matrix will contain the different types of communication, who owns them and their frequency.

2. Discovery Workshops

The Discovery Workshops enable the Town to determine their new, best practice business processes through the Advanced Solution. Significant organizational changes come from the development of new processes. Documenting those changes and communicating them clearly is critical to the successful adoption of the new processes by all of the users.

There are several items to address in the Discovery process relative to Change Management:

a. Involve SMEs in addition to the Core Team:

- Involving SMEs in the workshops will provide important additional input to ensure that the processes are complete.
- The SMEs will have more buy-in if they are offered a more involved role earlier in the project, rather than presented with a final product.
- Choosing SMEs who are leaders within the organization, and engendering their buy-in, will help disseminate buy-in with the other end users throughout the organization.

b. Document New Business Process Flows and communicate them:

- Use existing process flows as a reference point and a tool to improve communication in the workshops.
- The Discovery deliverable is a document containing clearly organized business process information for using Infinity. The more clearly the new processes are understood and communicated, the fewer negative and uncertain feelings will pervade the Town's environment.

> c. **Document key Business Process Flow changes and communicate them:**
>
>> - Focus should be on the changes that are significant to process path or ownership of parts of the process.
>>
>> - Getting SME and end user involvement in dissemination of key process change information will help with understanding the coming changes and reducing stress from the unknown.
>
> d. **Plan for transitions in process changes:**
>
>> - As preparation for customizing end user training materials, have Core Team, SMEs, and end users work together to develop plans for change in the process.
>
> e. **Use these inputs to create robust, easy to understand End User Training:**
>
>> - It is critical that End User Training not be created in a vacuum as 'New Process.' The key process changes and references to current process should be included to make the transfer of knowledge easier to grasp and more relevant to the end users.

3. **Training**

To ensure that the Town's team members are getting the right level of knowledge given their use of the system, Training needs to be tailored to their specific needs. There should be an assessment of which team members need general knowledge of the system and those who need a deeper understanding of certain subject areas. This information can be tracked in a matrix with users and their required subject area training; this can then be used as input into the Training agenda.

Evaluations – self and by the trainer – should also be completed to confirm that the employees involved have received adequate training to be confident in their subject areas.

In addition to classroom training, there should be on the job learning in the form of participating in system testing (see below).

4. **Testing**

Testing is a critical area in which the Town can positively impact Change Management. To have strictly classroom learning is not enough exposure to repeated use of the system and processes to build confidence in the users before go live.

j. **Data conversion: methodology and experience migrating customers from Eden CIS**

The data extraction phase begins with the Town extracting the existing billing system data into an Excel spreadsheet. This, along with detailed file layouts provides Advanced with the foundation for the new database.

Advanced utilizes a three-staged conversion process that uses a combination of manual and automated procedures to accomplish a unique set of objectives within each stage of the conversion process.

Advanced has extensive experience migrating from Eden CIS and has come across this legacy system many times in its 23 year history.

Stage I: Pre-Conversion Activities

The data clean-up activities, which are a part of the Stage I pre-conversion process, are primarily manual but can be supported by a series of automated processes which help identify inaccurate and/or missing data. These pre-conversion activities are essential to facilitate the automated conversion processes which follow.

Controls will be established to manage and measure the progress of conversion.

Correct Existing System's Data

This activity is the step required to research and enter, using current screens in the existing system, any additional information or corrected information into the current system's databases before conversion activities commence. The database provides the source of the automated portion of the conversion activities, so the Town's staff will need to ensure that these databases are as complete and as correct as possible before the conversion occurs.

The Town's staff would analyze the data in the existing system for likely areas to cleanse. Inconsistencies in addresses are a good example of potentially problematic data that needs to be corrected. The Data Conversion Workshop conducted will also highlight several areas needing further investigation in the existing system's database. Further areas to cleanse will come from a list provided at the conclusion of the Data Conversion Workshop.

Provide Table Layouts for the Existing System

The Town would be required to provide complete table layouts for data within the existing system. This includes basic database structure, field names included in specific tables, and any restrictions on values allowed for particular fields. Entity Relationship Diagrams (ERDs) are helpful if available.

Provide Screen Shots of all Existing System Screens

The Town would be asked to provide screen shots of the business process screens within the existing system. These screen shots will be used for reference throughout the conversion programming process and can also assist later in developing and executing test scripts to ensure that business process requirements are being met.

Provide Baseline Accounts

The Town would provide a set of baseline accounts that cover the variety of different scenarios that can occur in the existing system. This should include: small and large meter accounts, residential and commercial accounts, various combinations of services on accounts, different rate scenarios on accounts, and any special one-off accounts. In some cases, true one-off accounts that are low in total number but significant in their variation from the norm may need to be handled manually in the conversion process.

Stage II: Conversion Activities

The Stage II Conversion Activities cannot begin until all of the pre-conversion activities have been successfully completed. The Town would determine when the staff and the conversion data were all ready to begin conversion activities with input from Advanced

The detailed Stage II activities would comprise a four step automated process which will be supported by some manual activities as follows:

- Build Conversion Database from the existing system's database and the defaults (both values and algorithms),

- Produce audit reports to validate the data (including error reports),

- Validate and update the data contained in the existing system's database,

- Migrate the existing system's database to the new database.

Each of these four steps to conversion is comprised of a series of automated and manual activities to ensure that the objectives of the conversion stage will be met. These detailed activities are described in the following sections.

Build Conversion Databases Including Defaults

The existing system's database will be exported and then migrated to the new software database. During this process, default values or calculations will be merged to the proper data elements. During the course of the implementation, further defaults may be added based on results from the business process discovery sessions and decisions made as a result of testing throughout the project.

Produce Audit Reports

After the intermediate database is populated in step one, audit reports will be produced including error listings.

Problems identified with the key data elements will be reported as exceptions for a manual research and correction process and for an automated update of the data before this database will be migrated into the actual database.

Validation in the case of data conversion does not necessarily mean matching exactly the totals between the existing system's database and the new database. It is important to know what the totals are from each and the source of any differences (if present) in those numbers must be understood and accepted by the Town and Advanced.

Stage III: Post-Conversion Activity

Throughout the implementation, there may be data elements on specific accounts which cannot be properly populated through the automated conversion processes. A list will be maintained of items requiring correction after the converted data has been loaded. The correction of these items will be assigned to members of both Town and Advanced staffs, depending on the nature of the correction.

k. Testing: methodology, scripts, etc.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx 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 the Town with generic test scripts. Modification of test scripts to match the Town's specific business scenarios is the responsibility of the Town. From the test scripts the Town will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and the Town will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into TeamSupport for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into TeamSupport by the Town. TeamSupport maintains a history of analysis and problem resolution.

TeamSupport will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and the Town's staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in TeamSupport so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the Town's Project Manager.

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

The software testing phase is spilt into the following three test cycles:

1. Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, the Town will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end.

Functional Testing Deliverables

Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**

ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

▪ ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.

▪ ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to the Town on how CIS Infinity is configured to meet the Town's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to the Town's Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Integration Testing Deliverables

Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

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 the Town to select the integration test scripts that will be used during UAT.

User Acceptance Testing Deliverables

Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

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

l. **Town is interested in on-site training with a blend of vendor and internal resource facilitation.**

Advanced will develop a customized training plan for the Town prior to offering hands-on training to small groups of users based on their job requirements and level of experience. For convenience, minimal disruption, and best results, CIS Infinity training will be conducted at your premises at one central location using your data.

Core Team Training

The Town's Core Team will be trained on Daily Processing, Cash, Billing and Collections prior to the start of the Discovery sessions. This training is typically conducted over two weeks. This training will help ensure that the basic functionality of CIS Infinity is understood prior to the Discovery Sessions. After the Discovery sessions, the Town's Core Team will complete training on all other areas of CIS Infinity. This training is typically conducted over three weeks. A full training syllabus is included in the Training Plan.

Core Team training will show all aspects of CIS Infinity functions to introduce the Town to alternative methods to operate the CIS Solution and to document proposed changes to existing business processes. Each Core Team training session will include the Town's subject matter experts to ensure that business objectives are met. Core Team training will also include the Issues Tracking Tool tracking tool.

Additionally, Core Team Training will cover Client Owned Control Forms that the Town will be responsible for configuring in preparation for Testing and Go Live. (e.g. Security, System Administration, Letters, Actions, Service Order Generation.)

During training sessions, the Town will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in the Issues Tracking Tool by the Town. Advanced will assist the Town with this process to ensure all items are documented through the Issues Tracking Tool. Deficiencies can be entered into the Issues Tracking Tool by the Town's testers or Advanced's testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

Advanced is responsible for fully testing and correcting any deficiencies found during training.

Deliverables	- Standard CIS Infinity Training Agendas - Standard CIS Infinity Training Workbooks - Completion of onsite Instructor-Led Core Team Training - Issues Tracking Tool Training for software issue entry and tracking

End User Training

Advanced will provide End User training to the Town to secure a working knowledge of the CIS Solution. As part of the Training Plan, Advanced will work with the Town to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes as well as Advanced and Town staff attendance needs.

End User Training Sessions will be conducted by an Advanced Trainer with the Town being available to answer participant questions pertaining to the Town's business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, the Town will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Deliverables	- Completion of onsite Instructor Led End User Training - Training Session Attendance Report - Training Session Signoff form

<u>End User Train the Trainer</u>

Advanced can, as an option, provide End User Train the Trainer training to the Town to transfer a working knowledge of the CIS Solution to the Town's end user trainers. As part of the Training Plan, Advanced will work with the Town to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify the classes and the Advanced and Town staff attendance needs.

Each Train the Trainer training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, the Town will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will hold a train the trainer session for each module/process identified in the Training Matrices and the Town's trainer(s) will plan and deliver a mock training session(s) of each to Advanced. Advanced will provide an assessment of the Town's trainer(s)' knowledge and ability to train the CIS Solution.   Advanced and the Town's trainer(s) will jointly lead the first session of each identified training module/process. The Town's trainer(s) will conduct any subsequent multiple sessions of the same training module/process.

Deliverables	- Completion of onsite Instructor Led Train the Trainer sessions - Assessment of the Town's trainers' knowledge to train CIS Solutions modules/processes - Onsite attendance/assistance for each initial module/process End User Training session

m. **Report development**

Advanced will conduct a remote Reports Discovery Workshop to review the Town's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix.

Any required report that does not have a standard report match is considered a custom report and the Town will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process. This section only covers reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

n. Post go-live support services offered

Advanced will assist the Town 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, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to the Town:

- Weekly PM and technical staff meetings to review all high-priority items.

- Combination of onsite and remote customer support.

- Full transition to support Audit (internal to Advanced).

- 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, the Town will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

5. Support

a. **System administration – performance monitoring, tuning, patch and version releases, backup, disaster recovery, etc.**

As part of our solution we can offer the following managed services: firewalls, traffic inspection, user and identity management, DDOS protection, virus protection, OS patches and update, backups, infrastructure monitoring, performance monitoring.

Disaster recovery is included with the managed backup solution as backups are stored into a separate region of production environment. Backup and restore have a 24 hour Recovery Time Objective (RTO). Full Disaster recovery solutions with shorter RTO and RPO are available as optional services.

b. **User support – hours of service, average/guaranteed response time, ticketing system used, remote support, resources available, escalation process, etc.**

Advanced has a Toronto-based Help Desk that includes 29 staff members. It provides support services to clients across North America, Central America, South America and the Caribbean. This relies heavily on on-line diagnosis, and servicing from remote sites.

Normal hours of business are Monday to Friday 8:00 AM to 8:00 PM (EST). A toll free number is provided.

Response times fall under the following levels of time sensitivity:

Category	Response Time	Example(s)
Priority 1 Urgent/High Items that impede the organization from doing business.	1 to 4 hours **(Investigated and addressed immediately)**	• System Down (Software Application, Hardware, Operating System, Database) • Inability to process bills • Program errors without workarounds • Aborted postings or error messages preventing data integration and update • Performance issues of severe nature impacting critical processes
Priority 2 Medium Items that impact non-critical day-to-day processes.	1 to 8 hours	• System errors that have workarounds • Reports calculation issues

Category	Response Time	Example(s)
		• Printer related issues (related to interfaces with our software and not the printer itself) • Security issues • Hand-held issues not preventing billing • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
Priority 3 Low Items that do not impact a user's ability to complete their daily tasks.	1 to 24 hours	• Report formatting issues • Training questions, how to, or implementing new processes • Aesthetic issues • Issues with workarounds • Recommendations for enhancements on system changes • Questions on documentation

Response times to support items are written into the contract.

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 Team Lead

Level 3:   Contact the Manager of Support

Level 4:   Contact the Vice President of Support Services

Level 5:   Contact the Executive Vice President

Advanced uses a web-based tool to communicate, evaluate, and track the status of all support items. This tool is called TeamSupport. TeamSupport is a tool that Town would use to advise Advanced of issues, and a tool for Advanced to manage, control, and assess all issues.

   c.   **Availability of 24x7 support and costs**

Advanced provides one level of support which is 24 x 7 service through an emergency hotline. It is priced at 25% of software license costs.

   d.   **Support for 3rd party applications**

Support for 3rd party applications is done on as case by case basis. We can offer Technical Application Management (TAM) on an hourly basis or monthly basis based on a predetermined number of TAM hours per month to support the application.

   e.   **System Enhancements – approach to user enhancement requests**

Enhancement requests can be made through regular contact with the Advanced Support Team and other Professional Services and Client Services specialists. As well through TeamSupport - a tool that our clients use to advise Advanced of support issues, and a tool for Advanced to manage, control, and assess all issues – clients can submit enhancements they would like on a Wish List. Throughout the year Advanced will add the most requested and relevant Wish List items to CIS Infinity at no cost to the client.

   f.   **Online training / library resources**

Advanced is building a series of optional online training modules to assist users. The courses are deployed through our Learning Management System (LMS). Each course allows users to simulate functions in CIS Infinity and is designed using common eLearning principles which include self-guided, scenario-based learning, gamification, and testing of learned concepts.

To help end-users learn and retain knowledge the applications include a complete Online Help system.

With each new release, and periodically between releases, an updated online help system with clear, accessible instructions for using new features and enhancements is provided. Advanced develops documentation from the perspective of the end-user, basing it on the tasks users perform each day (not just descriptions of the end-user interface).

Advanced also provides a complete set of Training Workbooks. These provide the additional benefit of giving users the opportunity to learn using the same documentation that they keep as reference material.

Advanced also provides a large number of user guides on its customer web portal in electronic format. These documents provide descriptions of the functionality CIS Infinity provides as well as step-by-step instructions on how to use the functionality.

g. User groups and conferences

CIS Infinity has user groups that are independently run, volunteer groups that meet in-person on a regular basis to discuss and share information.

Each group meets locally and Advanced is often in attendance. Each user group meets twice a year.

CIS Infinity User Groups are organized by state or region: Northeast, Rocky Mountain (Denver), California, Pacific User Group (PUG), Midwest and Florida.

Advanced also offers an annual Customer Training Conference (User Conference). The conference offers seminar and workshop- style sessions. Topics discussed during the conference include:

- New functionality
- Product Development
- Best Practices
- Client Requirements
- Client Comments and Concerns

It also gives clients nationwide a chance to share information and network.

Our next annual meeting will be held in Las Vegas, Nevada from November 4-6, 2020.

6. Technology Overview

a. **Options for technical architecture, e.g. hosted, on-premises, Cloud-based**

Advanced is proposing a hosted solution to the Town with respect to CIS Infinity. Specifically we are proposing an Amazon Web Services cloud deployment through our partner FuseForward.

FuseForward provides ready-made, secure IT environments for critical infrastructure providers running critical application workloads in the cloud.

We can also provide an on-premise solution.

b. **Environments supported: Production, Development, Test, Training, etc.**

The solution includes 3 environments which include Test, Train and Production. There are 2 separate Virtual Private Clouds (VPC) on AWS which includes Production (Prod) and Non-Production (Test and Train). If no Training environment is required, this can be used as a Development environment.

c. **Hardware specifications for the proposed solution**

Advanced is proposing a hosted solution in the cloud to the Town.

However, the following are hardware specifications in the event that the Town decided to go with an on-premise solution.

Database Server		
Processor	8 - 12 CPU / Cores @ 2 – 3 GHz	
RAM	32 GB	
Disk Space		
CIS Infinity	**Initial Size**	
	35 – 40 GB	Assumptions – monthly billing, 3 services, 5 years of reading/billing history converted. Add est. 1 GB per 3K accounts.
Infinity.Mobile Enterprise	**Initial Size**	**Service Orders (based on 3000/month)**
	100 GB	30 MB/month

Application Server	
Processor	4 - 8 CPU / Cores @ 2 – 3 GHz
RAM	16 GB

Disk Space			
CIS Infinity Folders (Folders may vary based on use, retention period and types of files attached)	**Standard Folders**	**Letters (average file size)**	**Attachments (average file size)**
	1 – 3 GB	30 – 100 KB	200 KB
CIS Infinity Web Service	25 MB		
Infinity.Mobile Enterprise Web Service	100 MB		

Public Web Server for Infinity.Mobile Enterprise	
Processor	4 - 8 CPU / Cores @ 2 - 3GHz
RAM	16GB

Disk Space (Total Size: 500 MB)	
Infinity.Mobile Dispatch Website	250MB
Infinity.Mobile Client Website	250MB

d. **Mobile hardware and operating system specifications**

For Infinity.Mobile Enterprise:

Mobile Client

Android

Software Requirements

System Component	Supported	Unsupported
Android Mobile		
Operating System	Recommended Android 7.0 and above. Reduced performance for Android versions below 7.0.	Android 4.4.4 and below
Mapping	Google Play Services Accessible Service-Link for Android uses the latest Google Maps components for mapping which require the device to have access to Google Play Services.	Non-Google Play accessible devices

Hardware Requirements

System Component	Example
10" Tablet form factor 7" Tablet form factor Phone form factor	Samsung Galaxy Tab S6 Google Pixel 3 Phone GPS required
Processor	Modern dual core or better processor
Memory	2GB + 4GB + recommended
Internet Access	3G, 4G, Wifi depending on need to be online at all times
Storage	32 GB or greater is recommended

iOS

We will support 1 major version back for iOS and iPad OS. (iOS 13 is the current version, we support iOS 12 and above). Any Apple device running on these OS versions will work with Service-Link. This gives one year notice for any devices aging out of Apple support.

System Component	Software Requirements
iPad	iOS 12.x, iPadOS 13.x+ iPad w/Cellular data required for GPS functionality
iPhone	iOS 12.x+

Windows

Minimum hardware requirements	Software requirements
Dual-Core CPU RAM 4GB+, Disk: 128GB+	OS: Windows 10 Pro, 64-bit

e. **Two-Factor Authentication – Mobile, Hosted platform, etc.**

Infinity.Mobile Enterprise supports two-factor authentication.

For the hosted environment, two-factor authentication is available for any privileged users or end users who will have access to the application environments running on AWS. We currently use Gemalto for Multi-Factor Authentication (MFA).

Multi-factor authentication ensures that a user is who they claim to be. The more factors used to determine a person's identity, the greater the trust of authenticity.

MFA can be achieved using a combination of the following factors:

- Something You Know – password or PIN
- Something You Have – token or smart card (two-factor authentication)
- Something You Are – biometrics, such as a fingerprint (three-factor authentication)

Because multi-factor authentication security requires multiple means of identification at login, it is widely recognized as the most secure method for authenticating access to data and applications.

f.   Remote access capabilities; supported technologies, and portals available

Privileged users will be able to access the CIS Application via Amazon AppStream.

Amazon AppStream is a fully managed application streaming service. You centrally manage your desktop applications on AppStream and securely deliver them to any computer.

Applications and data are not stored on users' computers. Your applications are streamed as encrypted pixels and access data secured within your network. AppStream runs on AWS, so you benefit from a data center and network architecture built for the most security-sensitive organizations.

g.   Online data dictionary

Advanced technical documentation includes Entity Relationship Diagrams and a Data Dictionary, which form an important part of the Advanced plan for increased interoperability and extensibility.

h.   Escrow Agreements; how data would be delivered or provided to the Town in the event the relationship between the Town and the Proposer is terminated

Advanced provides a full escrow program at no cost to clients. The escrow program is designed to ensure that in the event of a critical situation in which Advanced Utility Systems can no longer provide support for the software it is available through the escrow agreement.

The Town would always have access to their own data.

i.   Timing and frequency of software updates

Builds include fixes and enhancement and are released quarterly. New versions are released ever 6 – 8 years. Customers can access builds from our customer portal (mycisinfinity.com). All builds include a build log and an enhancement addendum. Spot builds to fix specific client issues are released as needed between regularly scheduled quarterly builds.

7. References

Exhibit B
Customer References – Existing Customers

Item	Vendor Response
Client Reference No. 1 – Existing	
Name	City of Chandler, AZ
Number of Employees	Ten (10) to manage billing, cashiering, and customer care. 31 people to manage meters/solid waste and customer service.
Utility Accounts - Types	Water, wastewater & solid waste
Utility Accounts - Number	85,000
Contact Name	Houston Andreades
Contact Title	Utilities Coordinator/Superintendent
Contact Telephone Number	480-782-3807
Contact E-mail Address	Houston.Andreades@chandleraz.gov
Products, Modules, Services Provided by Vendor	CIS Infinity, Infinity.Link, Infinity.Mobile
Implementation Kick Off Date	August 2012
Go Live Date	June 2014
Rationale for including the specific reference	The City of Chandler is a neighboring City to the Town of Gilbert, is of similar size, and provides similar services. The City is a power user of our suite of software solutions. Advanced has worked in close collaboration with the City over the years on a variety of their long term and strategic projects.
Client Reference No. 2 – Existing	
Name	The City of Huntington Beach, CA
Number of Employees	10
Utility Accounts - Types	Water, wastewater & solid waste
Utility Accounts - Number	60,000
Contact Name	Carolyn Kowalewski
Contact Title	Accounting Technician Supervisor
Contact Telephone Number	714-904-0623
Contact E-mail Address	Ckowalewski@surfcity-hb.org
Products, Modules, Services Provided by Vendor	CIS Infinity, Infinity.Link
Implementation Kick Off Date	October 2015
Go Live Date	April 2017
Rationale for including the specific reference	Similar services offered. Strong users of the product and an invaluable member of our user community. Progressive thinking utility that is always proactive in addressing challenges.

Client Reference No. 3 – Existing	
Name	Passaic Valley Water Commission, NJ
Number of Employees	Core Customer Service Staff – 14 Meter Specialists – 6 Other PVWC Staff – 15 IT – 4 GIS – 2 Management – 5
Utility Accounts - Types	Water & wastewater
Utility Accounts - Number	80,000
Contact Name	Yitz Weiss
Contact Title	Chief Financial Officer
Contact Telephone Number	973-340-4328
Contact E-mail Address	YWEISS@PVWC.com
Products, Modules, Services Provided by Vendor	CIS Infinity, Infinity.Link, Infinity.Mobile
Implementation Kick Off Date	February 2014
Go Live Date	April 2015
Rationale for including the specific reference	Long-standing customer. Similar in size and services provided as the Town. Strong relationship with Advanced providing support for PVWC's long term strategy and business objectives.

Exhibit B
Customer References – Prior Customers

Item	Vendor Response
Client Reference No. 1 – Prior	
Name	South Norwalk Electric and Water: SNEW, CT
Number of Employees	23 in total
Utility Accounts - Types	Water & electric
Utility Accounts - Number	9,500
Contact Name	Eric Strom
Contact Title	Director of Customer Care
Contact Telephone Number	203-866-3366 Ext: 2010
Contact E-mail Address	estrom@snew.org
Products, Modules, Services Provided by Vendor	CIS Infinity
Implementation Kick Off Date	January 2002
Go Live Date	January 2003
Reason Reference is No Longer a Customer	Moving to a full ERP solution.
Client Reference No. 2 – Prior	
Name	CoServ, TX
Number of Employees	450 in total
Utility Accounts - Types	Electric & gas
Utility Accounts - Number	300,000
Contact Name	Melissa Craddock
Contact Title	Support Analyst
Contact Telephone Number	940-321-7800 Ext: 7659
Contact E-mail Address	mcraddock@coserv.com
Products / Services Provided by Vendor	CIS Infinity
Implementation Kick Off Date	August 2003
Go Live Date	November 2004
Reason Reference is No Longer a Customer	Moving to a full ERP solution.

8. Contract Performance

Indicate if at any time during the past five years Proposer has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.

Please refer to Exhibit B Customer References – Prior Customers in the previous section.

9. Proposer Contract Samples

a. Statement of Work

We request that the following document not be disclosed to the public. It includes confidential and proprietary information that would put us at a competitive disadvantage if disclosed to a competitor.

ADVANCED
UTILITY SYSTEMS

[COMPANY]
Scope of Work

For the Implementation of
CIS Infinity

[DATE]

Table of Contents

Introduction

The project is defined as the provision of a complete Customer Information and Utility Billing Solution ("CIS Solution") inclusive of software and implementation services. The CIS Solution to be implemented by Harris' Advanced Utility Systems ("Advanced" and/or "AUS"), for [COMPANY]'s ("[COSHORTNAME]") customer information system (CIS) replacement is CIS Infinity, Advanced's comprehensive customer information and utility billing software along with Infinity.Link, Infinity.BI and Infinity.Mobile.

This document sets forth the general Scope of Work (SOW) for the project, as well as defines the principal activities and responsibilities of both Advanced and [COSHORTNAME] for the installation and implementation of a new CIS Solution. This document contains the following Appendix:

- Appendix A – Draft Project Schedule
- Appendix B – Table of Responsibilities

The project as outlined in this SOW encompasses all aspects of the CIS Solution implementation services, including but not limited to project management, discovery, data conversion, software control file configuration, interface, modification, and report development and configuration, testing support, and training.

Background

The CIS Solution will replace the current legacy [EXISTING CIS NAME] CIS in use by [COSHORTNAME]. The CIS Solution data will be stored in a Microsoft SQL Server/Oracle database. The CIS Solution shall provide [COSHORTNAME] with CIS capabilities for the various utilities services provided by [COSHORTNAME] which include XXXX.

Objectives

[COSHORTNAME] will replace its existing system with the CIS Solution. [COSHORTNAME]'s objectives are to:

- **To provide exceptional levels of customer service.** The need for [COSHORTNAME] to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of [COSHORTNAME].

- **To provide for long-term stability of the customer information.** The CIS Solution will be stable and reliable with a product roadmap that shows future support and enhancements. The CIS Solution will be configurable and upgradeable, meeting [COSHORTNAME]'s business needs for the foreseeable future.

- **To provide for integration across business systems.** The CIS Solution will interface with other applications through standard integration techniques.

- **To provide for accommodating growth through technology.** The CIS Solution will be based on current technology.

- **To provide innovation and excellence.** The CIS Solution will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

[COSHORTNAME] Points of Contact

Primary Point of Contact (POC)

Name:
Title:
Organization: [COMPANY]
Address:
Phone:
Email:
Website:

Other Contact(s)

Name:
Title:
Organization: [COMPANY]
Address:
Phone:
Email:

Project Scope

Advanced will lead the implementation of the CIS Solution. As such, Advanced will provide the following implementation services.

- Project Initiation and Management

- Installation of CIS Infinity

- Installation of Infinity.Mobile and Infinity.Link and Infinity.BI

- Discovery Analysis

- Configuration and Conversion

- Core Team Training

- Custom Reports Development and Delivery

- Interface and Modification Requirement Definition, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)

- Functional, Integration and User Acceptance Testing support

- Business Process Review

- End User Training/Train the Trainer Training

- Transition to Live

- Post Go Live Support

Definitions

Name	Definition
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS Solution
BPR	Business Process Review
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by [COSHORTNAME].
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS Solution	All Advanced licensed software (CIS Infinity, Infinity.Link, Infinity.Mobile, and Infinity.BI) and related implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the [COSHORTNAME] (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 by Advanced to the identified Project Team members of [COSHORTNAME] 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 [COSHORTNAME]'s operation of the CIS Solution in any significant respect.
End User Training	Instructor led training of the CIS Solution delivered by Advanced in coordination with the [COSHORTNAME] Core Team to [COSHORTNAME] employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
[EXISTING CIS NAME]	[COSHORTNAME]'s current customer information and billing system to be replaced by CIS Infinity.

Train the Trainer Training	Instructor led training of the CIS Solution delivered by Advanced to the [COSHORTNAME] trainers to enable [COSHORTNAME]'s trainers to delivery End User Training.

Roles and Responsibilities

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

Advanced Responsibilities:

1. Advanced will maintain project communications with [COSHORTNAME]'s Project Manager.

2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the [COSHORTNAME]'s Project Manager.

3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the [COSHORTNAME]'s Project Manager.

4. Advanced will participate in weekly reviews with [COSHORTNAME]'s project team. Participation can be waived by mutual agreement.

5. Advanced will provide timely responses to critical issues raised by [COSHORTNAME]'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 MS Project format, as well as an update to the action item list.

7. Advanced will prepare and submit project change proposals to [COSHORTNAME]'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 install all Advanced licensed software in one (1) production and one (1) test environment on [COSHORTNAME] supplied hardware and will support both throughout the implementation. Once [COSHORTNAME] is live, the production environment will be supported by Advanced. Advanced will provide technical documentation to [COSHORTNAME] on the procedures to create additional environments at [COSHORTNAME]'s discretion.

12. Advanced will coordinate and oversee the development efforts of all modifications and interfaces (exclusive of the non-CIS Infinity side of the interface).

[COSHORTNAME] Responsibilities:

1. [COSHORTNAME] will provide, install and configure the hardware, operating system and database platform required for the CIS Solution.

2. [COSHORTNAME] will provide information required to configure and convert data into the CIS Solution.

3. [COSHORTNAME] will establish a Project Team that is representative of the operational areas that will be affected by this project.

4. [COSHORTNAME] will designate a Project Manager who will manage the efforts of [COSHORTNAME] Project Team and/or staff and coordinate activities with the Advanced's Project Manager.

5. [COSHORTNAME]'s Project Manager will maintain project communications with Advanced's Project Manager.

6. [COSHORTNAME]'s Project Manager must ensure that [COSHORTNAME]'s personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

7. [COSHORTNAME]'s Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.

8. [COSHORTNAME] will review current business practices, consider and/or adopt new business practices as needed.

9. [COSHORTNAME] will provide timely responses to critical issues raised by the Advanced's Project Manager.

10. [COSHORTNAME] will provide desk space for Advanced's team members while onsite at [COSHORTNAME].

11. [COSHORTNAME] will ensure access to telephones at the work location for the duration of the project.

12. [COSHORTNAME] will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

13. [COSHORTNAME] 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.

14. [COSHORTNAME] shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced   The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

15. [COSHORTNAME] will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

16. [COSHORTNAME] Staff will attend scheduled training sessions.

17. [COSHORTNAME] will perform testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

18. [COSHORTNAME] will perform manual cut over tasks identified in the data conversion and the cutover plan.

19. [COSHORTNAME] will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will train [COSHORTNAME] on the same.

20. [COSHORTNAME] will be responsible for creating their customized Link skin using a web designer of their choosing.

Constraints and Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of XXX months and post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Software Implementation Services Agreement.

3. [COSHORTNAME] 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.

4. Staffing issues will be resolved between [COSHORTNAME] 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.

5. [COSHORTNAME] 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) [COSHORTNAME] 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 every effort 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.

6. 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.

7. [COSHORTNAME] will empower [COSHORTNAME]'s project team members to make decisions related to configuration and business processes. For some key decisions [COSHORTNAME] team may be required to elevate the decision process to the executive team. [COSHORTNAME] will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

8. [COSHORTNAME] will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request by Advanced with reasonable notice. Project Team members will respond to information requests by Advanced's staff, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

9. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, Remote Desktop, and conference calls.

10. 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.

11. All [COSHORTNAME] 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.

12. [COSHORTNAME] 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 [COSHORTNAME] will approach each opportunity from this perspective.

13. When onsite Advanced agrees to work within [COSHORTNAME] 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.

Task 1 – Project Management

General

Project management occurs throughout the project. Advanced and [COSHORTNAME] will provide the required project management to complete the installation and implementation of the CIS Solution. The Advanced Project Manager (PM) will meet with [COSHORTNAME] Project Manager to describe the methodology that Advanced will employ in the delivery of services.

The Project Schedule and SOW are the primary documents defining work scope, resources and schedule. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The Project Schedule shall be reviewed and confirmed with [COSHORTNAME]'s Project Manager.

[COSHORTNAME] Project Manager will approve all deliverables and associated invoices for this SOW as well as provide oversight and guidance to ensure that completion of this SOW meets [COSHORTNAME]'s objectives within the designated timeframe and budget.

Project Start-up will involve all members of the Advanced and [COSHORTNAME]'s Project Team. Advanced and [COSHORTNAME] will partner together for successful project execution. [COSHORTNAME] will establish a Project Team as set forth under "[COSHORTNAME] Responsibilities" to help Advanced better understand business requirements and to learn and assist Advanced in the implementation of the CIS Solution.

Subtask 1.1 – Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with industry standard practices for project administration, execution, and tracking. Advanced will lead the effort to complete the Project Planning with [COSHORTNAME] input and approval. Project Planning will include the following:

Project Schedule

A preliminary Project Schedule based on this Scope of Work is included in Appendix A. Advanced will present a draft Project Schedule at the Project Kick-off. Following collaborative review by [COSHORTNAME] and Advanced Project Managers, the Project Schedule will be updated by the Advanced Project Manager for approval by [COSHORTNAME]'s Project Manager. This initial Project Schedule will be used as a baseline for control of the project. Advanced will be responsible for updates to the Project Schedule based on changes approved by [COSHORTNAME]. The Project Schedule will be one project control mechanism used to manage, track, and evaluate Advanced's performance. Advanced will work with [COSHORTNAME]'s Project Manager to identify all tasks, deliverables, and appropriate milestones where [COSHORTNAME] information/activity is required and where timeline dependencies for subsequent Advanced activities exist within the Project Schedule.

Communication Plan

Advanced will lead the effort with assistance from [COSHORTNAME] to identify the Advanced and [COSHORTNAME] human resource needs and how they will be used to accomplish tasks and document the methods by which communication will take place during the CIS Solution implementation. There will be weekly and monthly review meetings, monthly reports, and sponsor review meetings. The content and format of review meetings, status reports, and presentations to the Executive Sponsor(s) will be outlined. An escalation process and several communication tools within these processes will be updated to ensure a clear understanding of the project standing relative to an on-time, on-budget delivery. The timing of these meetings will be scheduled with [COSHORTNAME] and Advanced PM's during the project kick off meeting.

Change Management Plan

Advanced will lead the effort with assistance from [COSHORTNAME] to document the approach to effectively prepare [COSHORTNAME] for the changes to the organization resulting from the CIS Solution implementation. The Change Management Plan will document the internal and external communication approaches to be used by [COSHORTNAME] to keep employees and customers informed of change throughout the project.

Test Plan

Advanced will coordinate a joint effort with [COSHORTNAME] to document the overall testing approach for the three testing phases: Functional, Integration, and User Acceptance testing. A Test Matrix will be used to document the test scripts for the Integration and User Acceptance test phases, and to log the test owner, timing and test results. For the Functional test phase, baseline accounts will be used to compare legacy data to converted data CIS Infinity.

The approach to issue (defect) identification and resolution will be addressed in the Test Plan, including the use of Advanced's Issues Tracking Tool. Responsibility for assigning issue ownership and priority; correcting; tracking and status review; retesting; and closure of issues, will be defined.

Training Plan

Advanced will coordinate a joint effort with [COSHORTNAME] to document how users will be trained on the software taking into consideration the CIS Solution configuration, modifications, interfaces, and [COSHORTNAME] business processes. The Training Plan will include training matrices that outline what users (technical, core team, and end users) will learn in each class and will describe course material.

Risk Management Plan

Advanced will coordinate a joint effort with [COSHORTNAME] to document project risks. The Risk Management Plan documents processes to identify, control, monitor and communicate risks and/or issues, thereby ensuring timely and effective resolution. The Risk Plan outlines risk/issue ownership, decision-making authority and accountability.

Change Control Process

Advanced will coordinate a joint effort with [COSHORTNAME] 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 [COSHORTNAME]. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress. Advanced will use various methods to communicate regularly with [COSHORTNAME] 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 [COSHORTNAME] Project Manager either in person of 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 will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	- Weekly Status Meeting and Report - Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare an onsite Quarterly Sponsor Review to be attended by project management and project sponsor staff from both [COSHORTNAME] 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 the [COSHORTNAME] and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	Onsite Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Enhancements

This task covers the CIS Infinity interfaces to existing [COSHORTNAME] systems and enhancements to CIS Infinity, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of [COSHORTNAME] and are not in scope.

Advanced will document the status of development, whether conducted by [COSHORTNAME] or Advanced, in the weekly status reports.

Subtask 2.1 –Interfaces

The following group of interfaces will require efforts from Advanced, and potentially [COSHORTNAME] staff or a third-party vendor, to support the specific interface requirements. Advanced will develop the following group of interfaces required by [COSHORTNAME] under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Enhancement Discovery workshop. Advanced will create Business Requirements Document (BRD) and Use Case Document for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – AAA Interface

Action (SAMPLE)	Responsible Party
Configure the interface exchange AP information for customer refunds between CIS Infinity and Vendor AP module	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run the configured process in CIS Infinity to create the batch export text file	CLIENT
Import the text file into Vendor AP module	CLIENT
Create an export file from Vendor AP module for refund check details	CLIENT
Import the text file into CIS Infinity to update the originating refund check transaction with check number, check date, etc.	CLIENT

Subtask 2.1.2 – BBB Interface

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.2 – Software Enhancements

The following software enhancements will require development effort by Advanced. Advanced will analyze, specify, develop, provide quality assurance testing, and deploy the following modifications required by [COSHORTNAME] under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery. Advanced will create a BRD and a Use Case document for each modification requiring development effort from Advanced's technical staff.

Subtask 2.2.1 – Enhancement for

Subtask 2.2.2 – Enhancement for

In the event that additional enhancements are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

    Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. **Third Party Payment Processor**

    Real Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Invoice Cloud or Paymentus. Any payment transaction fees charged by the payment processing vendor are the responsibility of [COSHORTNAME]. [COSHORTNAME] must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace [COSHORTNAME]'s current CIS with the 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 [COSHORTNAME] Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Project planning documents including but not limited to the Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, and Change Control Process as described in Subtask 1.1
- Software installation and desktop installation rollout
- 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
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of CIS Infinity via WebEx
- Functional and Data Conversion Discovery agendas delivery and review

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

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	- Project Kickoff Meeting - Initial Project Schedule - Project planning documents including but not limited to the, Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan and Change Control Process - Software Installation, Installation Training and Installation Report - Training Course Syllabus - Issues Tracking Tool Overview - Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams
	• Project Team Contact List
	• CIS Infinity System Overview
	• Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	AUS and [COSHORTNAME]
✓ Transition discussion from Sales to Professional Services	AUS and [COSHORTNAME]
✓ CIS Solution Hardware/System Software in place	[COSHORTNAME]
✓ Project Team identified	AUS and [COSHORTNAME]

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Installation complete and signed off	AUS and [COSHORTNAME]
✓ 3.1 Deliverables completed	AUS
✓ 90 Day Project Schedule signed off	[COSHORTNAME]

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Advanced will review the detailed data and business, requirements of [COSHORTNAME]. This analysis will provide an association between [COSHORTNAME]'s business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, [COSHORTNAME] will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information

- File layouts for all required interfaces

- File layouts and samples of current bill prints, notices, door hangers and letters

- All payment types received and any associated payment information, source of payments, tender types, interface files

- Process flows of penalties, collections, disconnections, bankruptcy and write offs

- Process flows of move in, move out process

- Billing process flow

- All Daily, weekly, Month End and Year End Report Requirements

- Data setup of persons, premises, service types

- [COSHORTNAME] ordinances related to business processes

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite Functional 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 [COSHORTNAME] will identify the necessary [COSHORTNAME] staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

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

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.

3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.

4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.

6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.

7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.

9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.

10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control.

11. Backflow
    Review of requirements for backflow management.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	AUS
✓ Core Team Training Weeks 1&2 complete	AUS
✓ Core Team Training Weeks 1&2 attended by 90% of the Client Core Team	[COSHORTNAME]
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts, All As Is Process Flows gathered	[COSHORTNAME]

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ Client Core Team and/or SME's attendance at Functional Workshop	[COSHORTNAME]
✓ Functional Discovery Workshops conducted	AUS
✓ Functional Discovery Document delivered	AUS
✓ Review and Sign Off of Functional Discovery Document 10 days from receipt	[COSHORTNAME]

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote or onsite Data Conversion Discovery Analysis Workshop. From this workshop, Advanced will produce a Data Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review

and confirm all required information for these areas. Advanced will identify the [COSHORTNAME] staff needed to attend these workshops two weeks in advance.

Advanced will work with [COSHORTNAME] to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and [COSHORTNAME]. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.2.2 – Entry Criteria

Criteria	Responsible Party
✓ CIS Infinity Entity Relationship Diagrams access	AUS
✓ Full Data Cut from Legacy system provided at minimum 3 weeks prior to Discovery Workshop	[COSHORTNAME]
✓ Legacy System Data Dictionary provided 3 weeks prior to Discovery Workshop	[COSHORTNAME]
✓ FTP Site set up and accessible	AUS
✓ Data Conversion Plan delivered	AUS
✓ Data Clean-up activities started on Legacy System	[COSHORTNAME]
✓ Data Conversion Discovery Agenda delivered	AUS

Subtask 3.2.2 – Exit Criteria

Criteria	Responsible Party
✓ Data Conversion Workshop complete	AUS
✓ SME (IT) and Functional Lead attendance at Discovery Workshop	[COSHORTNAME]
✓ Data Conversion Mapping Document delivered	AUS
✓ Data Validation parameters identified	AUS and [COSHORTNAME]
✓ Data Conversion Plan Document Sign off 10 days from receipt	[COSHORTNAME]

Subtask 3.3 – Phase 3 – Interface/Enhancements Discovery

Advanced will conduct a remote or onsite Interface/Enhancement Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with [COSHORTNAME] will identify necessary [COSHORTNAME] staff needed to attend this workshop two weeks in advance. Advanced will review with

[COSHORTNAME] all interfaces and enhancements identified in Task 2, to be developed in CIS Infinity. Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1 and 2.2) for review and acceptance by [COSHORTNAME].

Advanced will review the documentation with [COSHORTNAME] remotely and update as required.

Advanced will when mutually agreed as beneficial for specific enhancements, demonstrate prototypes of enhancement to [COSHORTNAME] for feedback prior to delivery.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Enhancements Discovery Agenda • Interface/Enhancements Discovery Workshop • Interface BRD Document(s) • Use Case Document(s)

Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface and Enhancement Discovery Agenda delivered	AUS
✓ 3rd Party Vendor participation secured (if applicable)	[COSHORTNAME]
✓ Staff SME participation secured	[COSHORTNAME]

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface and Enhancement Discovery Workshop complete	AUS
✓ SME attendance and 3rd Party Vendor (if applicable) attendance at Interface and Enhancement Discovery Workshop	[COSHORTNAME]
✓ Interface BRD Document(s) delivered	AUS
✓ Use Case Document(s) delivered	AUS
✓ Interface BRD(s) and Use Case Document(s) signed off 10 days from receipt	[COSHORTNAME]

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

[COSHORTNAME] will complete a reports template that will outline all the required CIS reports needed to support their business. Advanced will perform an analysis to review [COSHORTNAME]'s CIS Infinity and Infinity.BI reporting requirements. Advanced will work with [COSHORTNAME] to align each required report to an already existing report in CIS Infinity and Infinity.BI.

Any required report that does not have a standard report match or has not been identified below as a required custom report, will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. [COSHORTNAME] will need to provide the logic to complete these reports.

[LIST CUSTOM REPORTS IN SCOPE, IF APPLICABLE]

After completion of the Reports Discovery, Advanced will determine where best to house each of the custom reports, CIS Infinity or Infinity.BI.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery • Reports Analysis Spreadsheet

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Reports Analysis Spreadsheet delivered	AUS
✓ Reports Analysis Spreadsheet populated with all [COSHORTNAME]'s reports one month prior to scheduled Reports Discovery Workshop	[COSHORTNAME]
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	AUS

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	AUS
✓ SME attendance at Reports Discovery Workshop	[COSHORTNAME]
✓ Determination of custom reports delivered in CIS or Infinity.BI	AUS

Subtask 3.4.2 – Bill Print and/or Notices & Receipt Discovery

Advanced will conduct a remote Bill Print and Notices & Receipt Discovery Workshop. This workshop will be led by Advanced to review of all bill print types, notices and receipts including e-bills (Infinity.Link).

NEED TO SELECT ONE OF THE FOLLOWING BASED ON CUSTOMER

[COSHORTNAME] outsources it bill print to a third-party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that [COSHORTNAME] can re-print these documents in house if desired. Advanced will produce a Bill Print Specification which include simulated screen shots for review and acceptance by [COSHORTNAME].

[COSHORTNAME] prints its bills in-house. Advanced will produce bill print specifications which include simulated screen shots based on the requirements identified during the discovery. Advanced will deliver a Bill Print Specification for review and acceptance by [COSHORTNAME].

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Bill Print Samples provided	AUS
✓ Agenda for Bill Print/Notices & Receipt Discovery delivered	AUS
✓ Bill print vendor capabilities/restrictions	[COSHORTNAME]

Subtask 3.4.2 – Exit Criteria

Criteria	Responsible Party
✓ Bill Print/Notices & Receipt Discovery Workshop conducted	AUS
✓ SME attendance at Discovery Workshop	[COSHORTNAME]
✓ Bill Print Specifications Document delivered	AUS
✓ Client review and sign off of Bill Print Specifications Document within 10 days of receipt	[COSHORTNAME]

Subtask 3.4.3 – Infinity.Link or Infinity Enterprise Discovery

Advanced will conduct an onsite or remote Infinity.Link Enterprise Discovery Workshop. This workshop will be led by Advanced or partner and will review [COSHORTNAME]'s customer web requirements including a detailed review of [COSHORTNAME]'s business rules and technical environment.

Prior to the start of the workshop, [COSHORTNAME] will complete the Infinity.Link Enterprise Checklist provided by Advanced.

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

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Link Enterprise Discovery Workshop • Infinity.Link Enterprise Technical Checklist • Infinity.Link Enterprise Discovery Document

Subtask 3.4.3 – Entry Criteria

Criteria	Responsible Party
✓ Infinity.Link Enterprise Technical Checklist delivered	AUS
✓ Infinity.Link Enterprise Technical Checklist complete and returned 2 weeks prior to Discovery Workshop	[COSHORTNAME]
✓ Infinity.Link Enterprise Discovery Agenda delivered	AUS

Subtask 3.4.3 – Exit Criteria

Criteria	Responsible Party
✓ Infinity.Link Enterprise Discovery Workshop conducted	AUS
✓ SME attendance at Discovery Workshop	[COSHORTNAME]
✓ Infinity.Link Enterprise Discovery Document delivered	AUS
✓ Infinity.Link Enterprise Discovery Document reviewed and signed off 10 days from receipt	[COSHORTNAME]

Subtask 3.4.4 – Infinity.Mobile Enterprise Discovery

Advanced will conduct an onsite or remote Infinity.Mobile Enterprise Discovery Workshop. This workshop will be led by Advanced or a partner and will review [COSHORTNAME]'s mobile service order requirements including a detailed review of [COSHORTNAME]'s business rules and technical environment.

Prior to the start of the Infinity.Mobile Enterprise workshop, [COSHORTNAME] will complete the Infinity.Mobile Enterprise Checklist provided by Advanced.

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

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Mobile Enterprise Discovery Workshop • Infinity.Mobile Enterprise Checklist • Infinity.Mobile Enterprise Discovery Document

Subtask 3.4.4 – Entry Criteria

Criteria	Responsible Party
✓ Infinity.Mobile Enterprise Checklist delivered	AUS
✓ Infinity.Mobile Enterprise Checklist complete and returned 2 weeks prior to Discovery Workshop	[COSHORTNAME]
✓ Infinity.Mobile Enterprise Discovery Agenda delivered	AUS

Subtask 3.4.4 – Exit Criteria

Criteria	Responsible Party
✓ Infinity.Mobile Enterprise Discovery Workshop conducted	AUS
✓ SME attendance at Discovery Workshop	[COSHORTNAME]
✓ Infinity.Mobile Enterprise Discovery Document delivered	AUS
✓ Infinity.Mobile Enterprise Discovery Document reviewed and signed off 10 days from receipt	[COSHORTNAME]

Subtask 3.5 – Phase 5 – Initial Configuration and Conversion

[COSHORTNAME] will provide a data extract to Advanced that will be loaded onto Advanced's secured FTP site. Advanced will convert [COSHORTNAME]'s data so that it can be loaded into CIS Infinity. Advanced will create mapping from legacy to CIS Infinity. Advanced will develop a conversion routine to reflect the requirements of [COSHORTNAME].

Advanced's Conversion Specialist will prepare the Initial Data Conversion and Configuration to be delivered and loaded onsite. The results for the Data Validation parameters specified in the Data Conversion Plan will be included for review by [COSHORTNAME].

Advanced will assist [COSHORTNAME] in identifying Baseline Accounts (approximately 150) which are a representative cross section of [COSHORTNAME] customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document.

Subtask 3.5 – Deliverables

Subtask 3.5 Deliverables	• Initial Data Conversion Load • Data Validation Results

	• Initial Configuration Rollout
	• Generic Testing Scripts/documents including conversion, End to End Testing, Bill Print Scenarios

Subtask 3.5 – Entry Criteria

Criteria	Responsible Party
✓ New data cut that includes 100% of the data from legacy system(s) and provided no later than 2 weeks prior to Initial Rollout	[COSHORTNAME]
✓ Data Validation Parameters Finalized	AUS and [COSHORTNAME]
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	[COSHORTNAME]
✓ Data Conversion Plan and Data Mapping signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	[COSHORTNAME]
✓ Initial Rollout Agenda delivered	AUS
✓ Baseline Accounts established, documented and provided to AUS	[COSHORTNAME]

Subtask 3.5 – Exit Criteria

Criteria	Responsible Party
✓ Initial Data conversion load and onsite rollout that includes no less than 80% of the data mapped to a field in CIS Infinity	AUS
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces	AUS
✓ Onsite Initial Rollout complete	AUS and [COSHORTNAME]
✓ Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and [COSHORTNAME]
✓ All generic testing documents delivered including: conversion, End to End Testing, Bill Print Scenarios	AUS
✓ Review of Issues Tracking Tool	AUS
✓ Commencement of conversion testing against Baseline Accounts	[COSHORTNAME]

Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide, as part of the Training Plan in Subtask 1.1 and Project Initiation in Subtask 3.1, the specific training timelines and topics to be provided to [COSHORTNAME].

[COSHORTNAME] Core Team will be trained on Daily Processing, Cash, Billing and Collections prior to the start of the Discovery sessions. This training is typically conducted over two weeks. This training will help ensure that the basic functionality of CIS Infinity is understood prior to the Discovery Sessions. After the Discovery sessions, [COSHORTNAME] Core Team will complete training on all other areas of CIS Infinity. This training is typically conducted over three weeks. A full training syllabus is included in the Training Plan.

Core Team training will show all aspects of CIS Infinity functions to introduce [COSHORTNAME] to alternative methods to operate the CIS Solution and to document proposed changes to existing business processes. Each Core Team training session will include [COSHORTNAME]'s subject matter experts to ensure that business objectives are met. Core Team training will also include the Issues Tracking Tool tracking tool.

Additionally, Core Team Training will cover Client Owned Control Forms that [COSHORTNAME] will be responsible for configuring in preparation for Testing and Go Live. ie. Security, System Administration, Letters, Actions, Service Order Generation.

During training sessions, [COSHORTNAME] will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in the Issues Tracking Tool by [COSHORTNAME]. Advanced will assist [COSHORTNAME] with this process to ensure all items are documented through the Issues Tracking Tool. Deficiencies can be entered into the Issues Tracking Tool by [COSHORTNAME] testers or Advanced's testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

Advanced is responsible for fully testing and correcting any deficiencies found during training.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	- Standard CIS Infinity Training Agendas - Standard CIS Infinity Training Workbooks - Completion of onsite Instructor-Led Core Team Training - Issues Tracking Tool Training for software issue entry and tracking

Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agendas and Workbooks delivered	AUS
✓ Training Room/workstations/software/participants available for training	[COSHORTNAME]
✓ CIS Infinity System QA'd and prepared for Training	AUS

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Onsite Instructor Led Core Team Training delivered	AUS
✓ 90% Attendance rate from Core Team at all sessions	[COSHORTNAME]

Subtask 3.7 – Phase 7– Reports Development and Delivery

A specification/mockup will be created for review and acceptance by [COSHORTNAME] for reports identified as custom in the Reports Discovery phase (Subtask 3.4.1) and documented by Advanced in the Reports Analysis Spreadsheet.

Custom reports will be developed and delivered by Advanced once [COSHORTNAME] has signed off on the specifications. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Infinity.BI will be installed and deployed on [COSHORTNAME] servers. Once the solution is deployed, end users will be able to view standard reports and dashboards, and drill down through standard data hierarchies.

Subtask 3.7 – Deliverables

Subtask 3.7 Deliverables	• Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	[COSHORTNAME]
✓ Reports Discovery Workshop complete	AUS
✓ Infinity.BI Standard Reports deployed	AUS

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	AUS
✓ Custom Reports Specification Document(s) for all identified custom reports reviewed and signed off within 10 days of receipt	[COSHORTNAME]
✓ Custom Report(s) Delivery at start of ITC1	AUS
✓ Custom Reports(s) Testing and Signoff no later than the end of ITC2	[COSHORTNAME]

Subtask 3.8 – Phase 8 – Interface/Enhancement Delivery

Once an interface or enhancement as identified in Task 2 2.has been designed, unit tested and QA'd internally by Advanced, [COSHORTNAME] will be notified that the interface is ready to be released and available for testing or [COSHORTNAME] will be notified that the interface and enhancement is ready to be released and deployed in [COSHORTNAME]'s environment through an executable or build. Advanced will roll out the interfaces remotely via WebEx according to a mutually agreed schedule.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	• Rollout of Interfaces/Enhancements

Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces/Enhancements Discovery	[COSHORTNAME]
✓ 3rd Party Vendor participation in Interface/Enhancements Discovery process (if applicable)	[COSHORTNAME]
✓ Interface/Enhancement BRD Document(s) delivered	AUS
✓ BRD signed off 10 days from receipt	[COSHORTNAME]

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces and Enhancements delivered	AUS
✓ Rollout Instructions provided for each interface and Enhancement	AUS
✓ Testing of interfaces and enhancements with 3rd party vendor participation (if applicable)	[COSHORTNAME]

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through a combination of onsite support, remote support and WebEx 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 [COSHORTNAME] with generic test scripts. Modification of test scripts to match [COSHORTNAME]'s specific business scenarios is the responsibility of [COSHORTNAME]. From the test scripts [COSHORTNAME] will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and [COSHORTNAME] will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. 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 [COSHORTNAME]. 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 [COSHORTNAME] 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 [COSHORTNAME] 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. Periodically, throughout the Testing phases, Advanced's trainer will be onsite to conduct On the Job Learning sessions. On the Job Learning provides training/testing assistance to the Core Team. It is generally informal and client driven based on their individual roles.

[COSHORTNAME] will provide Advanced with evidence through schedules 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 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, [COSHORTNAME] will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Refresh and Validation Report • Rates Testing Matrix

Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Data conversion load that includes 100% of the data mapped to a field in CIS Infinity	AUS
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	AUS

	Criteria	Responsible Party
✓	Data Validation items requiring investigation from Initial Rollout worked	AUS and [COSHORTNAME]
✓	Conversion Testing against Baseline Accounts complete and issues reported in Issues Tracking Tool	[COSHORTNAME]
✓	Conversion issues identified and reported no less than 10 days prior to scheduled Functional Refresh start date	[COSHORTNAME]
✓	Conversion issues reported no less than 10 days prior to scheduled Functional Refresh start date fixed for Functional Testing load	AUS
✓	Data Refresh timelines recorded for the data cut, conversion and load	AUS and [COSHORTNAME]
✓	Customized Testing Documents designed and functional test cases created	[COSHORTNAME]
✓	Executed Contract with Payment Processor	[COSHORTNAME]

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Onsite technical and training presence for initial week of Functional Testing	AUS
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	[COSHORTNAME]
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	[COSHORTNAME]
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	AUS and [COSHORTNAME]
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Successful resolution of 70% of critical configuration type tickets reported no less than 15 days from scheduled ITC1 Refresh start date	AUS

Subtask 3.9.1.1 – Business Process Review

An onsite Business Process Review (BPR) will be conducted by Advanced toward the end of Functional Testing in order to validate that [COSHORTNAME]'s business rules align with the configuration made to CIS Infinity.

Subtask 3.9.1.1 – Business Process Review Deliverables

Subtask 3.9.1.1 Deliverables	• BPR Workshop • Updated Process Flows for Cash, Billing, Collections, Metering

Subtask 3.9.1.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Testing Validation against Functional Discovery document	[COSHORTNAME]
✓ To Be Processes from Functional Discovery Workshop documented and complete	[COSHORTNAME]

Subtask 3.9.1.1 – Exit Criteria

Criteria	Responsible Party
✓ Onsite BPR Workshop conducted	AUS
✓ Updated Process Flows for Cash, Billing, Collections and Metering delivered	AUS and [COSHORTNAME]
✓ SME's and business process owner attendance at BPR Workshop	[COSHORTNAME]
✓ Updated configuration requirements at BPR submitted into Issues Tracking Tool	[COSHORTNAME]

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by [COSHORTNAME] to confirm that the data conversion and business processes are functioning as expected. ITC is broken down into two sub-phases.

ITC1 is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC1. It includes testing of all end to end processes and all Client Owned Control Forms (service orders, actions, letter generation, security, admin).

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• ITC1 Data Conversion Refresh and Validation Report • ITC2 Data Conversion Refresh and Validation Report • ITC1 Build Release for Modifications • ITC2 Build Release for Modifications

Subtask 3.9.2 – Entry Criteria ITC1

Criteria	Responsible Party

	Criteria	Responsible Party
✓	Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	ITC Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and [COSHORTNAME]
✓	Rates Testing Completed and any anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Successful resolution of 70% of critical path configuration type tickets reported no less than 10 days from ITC1 Refresh start date	AUS
✓	Interfaces complete	AUS
✓	Rollout Instructions provided for each interface	AUS
✓	Client Owned Control Forms 60% complete which must include Service Order Types	[COSHORTNAME]
✓	Infinity.Link Enterprise configuration/GUI commencement	[COSHORTNAME]
✓	Infinity.Mobile Enterprise configuration complete and ready for testing	AUS

Subtask 3.9.2 – Exit Criteria ITC1

	Criteria	Responsible Party
✓	Onsite technical and training presence for initial week of ITC1 Testing	AUS
✓	Build Release(s) (if applicable) applied for Interfaces and Enhancements	AUS
✓	Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓	Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓	Bill Print Testing complete and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Reports Testing Complete and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓	Client Owned Control Forms 80% complete	[COSHORTNAME]

Criteria	Responsible Party
✓ Infinity.Link Enterprise configuration/GUI 80% complete	[COSHORTNAME]
✓ Infinity.Mobile Enterprise testing and anomalies reported in Issues Tracking Tool	[COSHORTNAME]

Subtask 3.9.2 – Entry Criteria ITC2

Criteria	Responsible Party
✓ End to end testing using customized test documents and test cases and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Successful retesting of fixed conversion items and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and [COSHORTNAME]
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Successful Testing of 80% of Client Owned Control Forms	[COSHORTNAME]
✓ Resolution of Bill Print tickets reported no less than 10 days from scheduled Refresh start of ITC2	AUS
✓ Resolution of Reports tickets reported no less than 10 days from scheduled Refresh start of ITC2	[COSHORTNAME]
✓ Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2	[COSHORTNAME]
✓ Infinity.Mobile Enterprise configuration/GUI complete and ready for Testing in ITC2	[COSHORTNAME]
✓ [COSHORTNAME] Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise	[COSHORTNAME]

Subtask 3.9.2 – Exit Criteria ITC2

Criteria	Responsible Party
✓ Onsite technical and training presence for initial week of ITC2Testing	AUS
✓ Retesting of interfaces and Enhancements with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS

✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓ Bill Print Testing complete and any anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Report Testing complete and signed off	[COSHORTNAME]
✓ Client Owned Control Forms complete	[COSHORTNAME]
✓ Cycle Billing Testing Complete and signed off	[COSHORTNAME]
✓ Infinity.Link Enterprise Testing complete and any anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Infinity.Mobile Enterprise Issues complete and any anomalies reported in Issues Tracking Tool	[COSHORTNAME]

Subtask 3.9.3 - 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 [COSHORTNAME] to select the integration test scripts that will be used during UAT.

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

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria

Subtask 3.9.4 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and [COSHORTNAME]
✓ Retested interfaces and modifications with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	[COSHORTNAME]
✓ Successful resolution of 100% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS

	Criteria	Responsible Party
✓	Successful resolution of 100% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓	Bill Print Testing completed and signed off	[COSHORTNAME]
✓	Reports Testing completed and signed off	[COSHORTNAME]
✓	System Code Freeze	AUS
✓	Final review of Client Owned Control Forms	[COSHORTNAME]
✓	Infinity.Link Enterprise Issues reported not less than 10 days from scheduled UAT Refresh fixed	AUS
✓	Infinity.Mobile Enterprise Issues reported not less than 10 days from scheduled UAT Refresh fixed	[COSHORTNAME]

Subtask 3.9.4 – Exit Criteria

	Criteria	Responsible Party
✓	Successful testing of all end to end processes	[COSHORTNAME]
✓	Successful resolution of all critical path conversion and configuration type tickets	AUS
✓	Successful completion of all Client Owned Control Forms	[COSHORTNAME]
✓	Regression and stress test executed successfully	[COSHORTNAME]
✓	Successful testing of Infinity.Mobile Enterprise	[COSHORTNAME]
✓	Successful testing of Payment Processor	[COSHORTNAME]
✓	Successful testing of Infinity.Link Enterprise	[COSHORTNAME]

Subtask 3.10 – Phase 10 – End User Training

Advanced will provide End User training to [COSHORTNAME] to secure a working knowledge of the CIS Solution. As part of the Training Plan, Advanced will work with [COSHORTNAME] to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and [COSHORTNAME] staff attendance needs.

End User Training Sessions will be conducted by an Advanced Trainer with [COSHORTNAME] availability to answer participant questions pertaining to [COSHORTNAME] business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, [COSHORTNAME] will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training
	• Training Session Attendance Report
	• Training Session Signoff form

Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	AUS
✓ End User Training Plan Matrix completed	[COSHORTNAME]
✓ End User Training Schedule created	AUS and [COSHORTNAME]

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go Live complete	AUS
✓ End Users absent or requiring additional assistance/training from End User Training identified	AUS
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	[COSHORTNAME]

Subtask 3.10 – Phase 10 – End User Train the Trainer

Advanced will provide End User Train the Trainer training to [COSHORTNAME] to transfer a working knowledge of the CIS Solution to [COSHORTNAME] end user trainers. As part of the Training Plan, Advanced will work with [COSHORTNAME] to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify the classes and the Advanced and [COSHORTNAME] staff attendance needs.

Each Train the Trainer training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, [COSHORTNAME] will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will hold a train the trainer session for each module/process identified in the Training Matrices and the [COSHORTNAME] trainer(s) will plan and deliver a mock training session(s) of each to Advanced. Advanced will provide an assessment of the [COSHORTNAME] trainer(s)' knowledge and ability to train the CIS Solution.   Advanced and [COSHORTNAME] trainer(s) will jointly lead the first session of each identified training module/process. [COSHORTNAME] trainer(s) will conduct any subsequent multiple sessions of the same training module/process. In addition, the following constraints will apply:

- [COSHORTNAME] will be solely responsible for the success of any training that is conducted by [COSHORTNAME]
- Any additional costs and/or changes stemming from [COSHORTNAME] lead end user training will be the sole responsibility of [COSHORTNAME].
- [COSHORTNAME] accepts any risks and/or associated costs impacting project schedule, resources, timing, testing, travel etc. associated by any [COSHORTNAME] lead end user training.

In the event that it is determined that Advanced would be the best option for success of the training to end users, the following provisions will apply:

- Advanced will conduct the training at additional costs including any additional travel costs.
- Advanced will endeavor to fit the training into the current timelines of the project prior to going live, however, [COSHORTNAME] agrees that this may have impacts to either party's resource availability and the project timelines and, therefore, is solely responsible for any additional costs associated to it.

Subtask 3.10 – Phase 10 – End User Train the Trainer Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led Train the Trainer sessions • Assessment of [COSHORTNAME] trainers' knowledge to train CIS Solutions modules/processes • Onsite attendance/assistance for each initial module/process End User Training session

Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ Train the Trainer Training Plan created	AUS
✓ Train the Trainer Schedule created	AUS and [COSHORTNAME]

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ Train the Trainer Training Plan executed	AUS and [COSHORTNAME]
✓ AUS attendance at initial End User Training Session(s)	AUS
✓ Successful completion of all End User Training Sessions required by Go Live date	[COSHORTNAME]

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

[COSHORTNAME] will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - 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, [COSHORTNAME] 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 [COSHORTNAME] to transition the CIS Solution to [COSHORTNAME] 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
- A formal release from Advanced that documents that the system has been handed to [COSHORTNAME] in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria • Cut-Over Plan • Formal [COSHORTNAME] Authorization to Transition to Live

Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	AUS and [COSHORTNAME]
✓ [COSHORTNAME] has invoked Change Management plan (employees, customers, vendors)	[COSHORTNAME]
✓ End Users trained	AUS or [COSHORTNAME]

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	AUS and [COSHORTNAME]
✓ Organizational Readiness Plan finalized	AUS and [COSHORTNAME]
✓ Go/No Go Meeting	AUS and [COSHORTNAME]
✓ Authorization to Go Live	[COSHORTNAME]
✓ Post Cut-Over List of Tasks	AUS and [COSHORTNAME]

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and [COSHORTNAME] staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by [COSHORTNAME] and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report • 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 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	AUS and [COSHORTNAME]
✓ End Users trained	AUS and [COSHORTNAME]
✓ 3rd Party Vendors communicated and on board	[COSHORTNAME]
✓ Execution of Organizational Readiness Plan	AUS and [COSHORTNAME]

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	[COSHORTNAME]
✓ Post Live Items identified	AUS

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist [COSHORTNAME] 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, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to [COSHORTNAME]:

• Weekly PM and technical staff meetings to review all high-priority items.

• Combination of onsite and remote 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, [COSHORTNAME] will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Support Log • Transition to Support

Subtask 3.13 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	[COSHORTNAME]
✓ Post Live Items identified	AUS

Subtask 3.13 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Items resolved	[COSHORTNAME] and AUS
✓ Project Completion Punch List documented	AUS
✓ Transition to Support Group	AUS

Schedule 1 – Fee Structure and Services Payment Milestones

	Description	Quantity/ Hours	Cost
Perpetual License Fees	CIS Infinity– XX Concurrent Users (inclusive of Infinity.Link Site License)		
	Infinity.Mobile – Site License		
	Total Perpetual License Fees		
Services Fees	Project Management		
	Discovery		
	Data Conversion		
	Configuration		
	Training		
	Interfaces & Modifications		
	Custom Reports		
	Infinity.Link Enterprise		
	Infinity.Mobile Enterprise		
	Infinity.BI		
	Post Live Support		
	Total Service Fees		
	Total One Time License and Implementation Service Fees		
Estimated Travel Related Expenses	Billed monthly as incurred per the Software Implementation Services Agreement		
	Total One Time including Expenses		
Annual License Fees	REST API (inclusive of Advanced Web Service)		
	Infinity.BI – XX Concurrent Users		
	Backflow Web Portal		
	Total Annual License Fees		
Year One Support Fees	CIS Infinity (inclusive of Infinity.Link)		
	Infinity Mobile		
	Total Year One Support Fees		

	Total Annual Fees		
	TOTAL		

Additional services required by [COSHORTNAME] 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 $225/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

License Payment Milestones

 100% due on Contract Execution

Service Payment Milestones

[COSHORTNAME] will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – [COSHORTNAME] will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount	Estimated Month of Completion

Reference	Milestone – [COSHORTNAME] will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount	Estimated Month of Completion

Appendix A – Draft Project Schedule

Appendix B – Table of Responsibilities for Deliverables

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and [COSHORTNAME]. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Quarterly Sponsor Meeting	Meeting attended by Advanced and [COSHORTNAME] Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Hardware ready for Software Installation	Application and database server (production and test) are on [COSHORTNAME] network and the operating system and database software have been loaded.	[COSHORTNAME]
4	3	3.1	Project Kick-Off Meeting	On-Site kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	[COSHORTNAME]
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines [COSHORTNAME] resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines [COSHORTNAME]'s testing approach.	Advanced
12	3	3.1	CIS Infinity Server Installation	Installation of CIS Infinity on [COSHORTNAME] servers.	Advanced
13	3	3.1	Installation Training	Installation training for technical personnel.	Advanced
14	3	3.1	Desktop Client Installation	[COSHORTNAME] to install client on remaining desktops.	[COSHORTNAME]
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and [COSHORTNAME] project team members' contact information.	Advanced
17	3	3.1	System Overview	CIS Infinity system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide [COSHORTNAME] with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. [COSHORTNAME] users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	[COSHORTNAME] to provide business process documentation as identified in Subtask 3.2.	[COSHORTNA ME]
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning [COSHORTNAME] business processes and educating [COSHORTNAME] about the features and limitations of the software. Advanced will lead the sessions with [COSHORTNAME] business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.2.2	Legacy System Conversion Information	[COSHORTNAME] to provide Advanced with key information to assist Advanced in developing the conversion programs and activities. Legacy CIS table layouts, ERDs (if available), screen shots, baseline accounts etc. to be provided by [COSHORTNAME].	[COSHORTNA ME]
24	3	3.2.2	Data Conversion Discovery Analysis Workshop	Sessions that will assist Advanced in determining the best approach to converting legacy data. Advanced will lead these sessions with [COSHORTNAME] technical and conversion/legacy data experts participating.	Advanced
25	3	3.2.2	Data Conversion Plan	Plan that defines detailed processes and tools that will be utilized for the conversion and includes data mapping, legacy data quality assessment, data cleansing, technical design, development and testing. It will also define timing for when data cleansing will be complete as well as defining the amount of historical data that will be converted. The Plan will also identify data conversion validation parameters that define how the source and target data will be reviewed and validated as being correctly extracted.	Advanced
26	3	3.2.2	Data Cleansing and Initial Data Extract from Legacy CIS	[COSHORTNAME] to perform data cleansing activities as identified during the Data Conversion Discovery Workshop. [COSHORTNAME] to provide an initial extract of Legacy CIS data in the agreed upon format to Advanced. Data extract from the legacy system will be repeated for each test conversion.	[COSHORTNA ME]
27	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outlines the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
28	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
29	3	3.3	Business Requirements Document	BRD and Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
30	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of [COSHORTNAME]. Advanced will lead the sessions with [COSHORTNAME] business process experts participating.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
31	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by [COSHORTNAME] and designates those reports that are standard within CIS Infinity and those that require modification.	Advanced
32	3	3.4.2	Bill Print Discovery Workshop	Session to review of all bill print types, notices, receipts including a review of the bill printing and bill re-printing processes. Advanced will lead the sessions with [COSHORTNAME] experts participating.	Advanced
33	3	3.4.2	Bill Print Specification	Specification for bill print design	Advanced
34	3	3.4.3	Infinity.Link/Enterprise Discovery Workshop	Session that will assist Advanced in learning how [COSHORTNAME] will deploy Infinity.Link Enterprise service orders and educating [COSHORTNAME] about the features and limitations of the software. Advanced will lead the sessions with [COSHORTNAME] business and technical experts participating.	Advanced
35	3	3.4.3	Infinity.Link Enterprise Technical Checklist	Document that captures the technical environment in which Infinity.Link Enterpise will be deployed. [COSHORTNAME] to complete the checklist with Advanced's assistance.	[COSHORTNAME]
36	3	3.4.3	Infinity.Link Enterpise Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity.Link Enterprise.	Advanced
37	3	3.4.4	Infinity.Mobile Enterprise Discovery Workshop	Session that will assist Advanced in learning how [COSHORTNAME] will deploy Infinity.Mobile Enterprise and educating [COSHORTNAME] about the features and limitations of the software. Advanced will lead the sessions with [COSHORTNAME] business and technical experts participating.	Advanced
38	3	3.4.4	Infinity.Mobile Enterprise Technical Checklist	Document that captures the technical environment in which Infinity.Mobile Enterprise will be deployed. [COSHORTNAME] to complete the checklist with Advanced's assistance.	[COSHORTNAME]
38	3	3.4.4	Infinity.Mobile Enterprise Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity.Mobile Enterprise.	Advanced
40	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on [COSHORTNAME]'s system.	Advanced
41	3	3.5.1	Baseline Accounts	[COSHORTNAME], with Advanced's assistance will identify baseline accounts to be used for testing.	[COSHORTNAME]
42	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
43	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
44	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
45	3	3.6	Training Workbooks	Standard Training Workbooks that will be used to facilitate Core Team and End User training execution for each training course identified in the Training Plan.	Advanced
46	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
47	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
48	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
49	3	3.8.2	Software and Interfaces Modifications: Code, Testing and Rollout	Coding of Modifications and Interfaces as described in Task 2.1 of this Statement of Work. Advanced developed interfaces will be tested/QA'd by Advanced before integrating into [COSHORTNAME] environment.	Advanced
50	3	3.9.1, 3.9.2, 3.9.3.	Legacy Data Refreshes	[COSHORTNAME] to provide Advanced an extract of Legacy CIS data in the agreed upon format throughout the testing phases (Functional, ITC1, ITC2, UAT), as required. Six data refreshes are anticipated throughout the project, which include the data refresh prior to Go Live. Advanced will support [COSHORTNAME] where required.	[COSHORTNAME]
51	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on [COSHORTNAME]'s system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
52	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
53	3	3.9.1, 3.9.2, 3.9.3.	System Testing	[COSHORTNAME] to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	[COSHORTNAME]
54	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. [COSHORTNAME] is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of [COSHORTNAME].	Advanced
55	3	3.9.2	Build Releases (ITC1 and ITC2)	Installation of new builds on [COSHORTNAME]'s system which include [COSHORTNAME]'s modified software and interfaces.	Advanced
56	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on [COSHORTNAME]'s system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
57	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on [COSHORTNAME]'s system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
58	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
59	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
60	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
				successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	
61	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and [COSHORTNAME] during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
62	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on [COSHORTNAME]'s system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
63	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by [COSHORTNAME].	Advanced
64	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and/or onsite presence.	Advanced
65	3	3.13	Support Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

b. Perpetual Software License or SaaS License Agreement

SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

[ORGANIZATION]
("Organization")

RECITALS

1.   Harris owns the Software (as defined below);

2.   The Organization wishes to acquire a license to utilize the Software

3.   Harris wishes to grant the Organization a license to utilize the Software.

4.   The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

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

ARTICLE I.
INTERPRETATION

Section 1.01   Definitions

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

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

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, 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.

(e) **"Designated Computer System"** shall mean the Organization's platform and operating system environment which is operating the Software.

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

(g) **"License"** means the license granted to the Organization pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, or minor additional functionality.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of Organization or any of Organization's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02   Currency

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

Section 1.03   Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

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

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01   Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training

materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

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

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize

(directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit Organization to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04   Ownership of Software and Confidential Information

(a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with reasonable notice of any such audit.

Section 2.05   Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for Organization by Harris under this License Agreement as of the effective date. 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, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the Organization requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed scope of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant scope of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the scope of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01   **<u>Warranty of Performance</u>**

Harris warrants to the Organization that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The Organization's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the Organization the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02   **<u>No Other Warranties</u>**

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03   Required Programs

(a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.

(b) Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that Organization's hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04   Exclusions to Warranty

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

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) Organization's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01   Fees and Payments

(a) The Organization agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01   Remedies and Liability

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

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

    (i)   EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.03, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE ORGANIZATION IN CONNECTION WITH THIS LICENSE AGREEMENT.

    (ii)   IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST

REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(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, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 **Intent**

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

Section 5.03 **Intellectual Property Indemnity**

(a) In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, 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's 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. Any breach by Organization of its covenants under this Section 5.03 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's 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.

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

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

Section 5.04 <u>Remedies</u>

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

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ARTICLE VI.
GENERAL

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Section 6.01 <u>Confidentiality</u>

(a) <u>Duty Owed to the Organization</u> -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:

  (i)   to maintain this information in confidence;

  (ii)   not to use this information other than in the course of this License Agreement;

  (iii)   not to disclose or release such information;

  (iv)   not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and

  (v)   to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

(b) <u>Duty Owed to Harris</u> -- The parties agree that if the Organization breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License

Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02   **Termination**

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If Organization has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03   **Procedure on Termination**

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04   **Mediation**

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to

this License Agreement or the relationship created by this License 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 attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 **Addresses for Notice**

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile 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
> 1 Antares Drive, Suite 400
> Ottawa, Ontario K2E 8C4
> Attention: CEO
> Telephone: 613-226-5511, extension 2149

> and in the case of the Organization, to:

> **XXX**
> XXX
> XXX, XX, XXXXX
> Attention: XXX
> Telephone: XX-XXX-XXXX

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06   Assignment

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

Section 6.07   Reorganizations

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

Section 6.08   Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein with respect to the License of the Software. No other 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, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that two other agreements are being entered into concurrently with this License Agreement. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

Section 6.09   Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10   Governing Law

This License Agreement shall be governed by the laws of the province of Ontario and Canada therein. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 6.11   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 License Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

Section 6.12   Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13   Waiver

A term or condition of this License 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 the License Agreement or by law despite such forbearance or notice.

Section 6.14   Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15   Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16   <u>**Allocation of Risk**</u>

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

     Name: Bryce Cooper
     Title: President

[ORGANIZATION]

Per: _____

     Name:

     Title:

_____

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	
Infinity.Link	Site License	

Required Operating System & Programs for CIS Infinity (V4) and Add-On Products

CIS Infinity Version 4 Requirements

Application Server Operating System

- Windows Server 2008 or Higher
- Microsoft Internet Information Service (IIS 7.5)
- PHP/DokuWiki for CIS Help wiki system

Optional Software

- On Application Server, or workstation accessible to Advanced Support staff with access to application server and database server
- For Advanced Support use: Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or Higher (2010/2013/365), OpenOffice, etc.
- Microsoft Access or another SQL data access tool.

Database Server

- Windows Server 2008/2012 running Microsoft SQL Server 2008 R2 or Higher (2012, 2014) or;
- Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
- Unix/Linux/AIX (any version) running Oracle 9 or Higher

Link/Mobile Database Server

- Windows Server 2008/2012 running Microsoft SQL Server 2008 R2 or higher (2012, 2014)
- . NET 4.5.1 or higher Framework Installed

Network

- Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System

- Windows 7 or Higher (Windows 7, Windows 8/8.1, Windows 10)
- 8GB RAM Recommended

Required Workstation Software

- NET 4.51 Framework Installed
- PowerShell 4.0 or Higher (separate install not required for Windows 7/8/8.1)
- Crystal Reports Runtime installer (located in the CIS Infinity V4 Reports folder)
- SQLite ODBC installer (located in the CIS Infinity V4 Reports folder)

Optional Workstation Software

- Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or Higher (2010/2013/365), OpenOffice. etc.
- A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

Note: All software must be running the latest recommended patches from the respective provider of such software.

Infinity.Link Requirements

Application Server Operating System

- Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on popular smartphones and tablets

Note: All software must be running the latest recommended patches from the respective provider of such software.

Infinity.Mobile Requirements

Application Server Operating System

- Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Apple Safari)
- Any of the above browsers that are available on tablets

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Apple Safari)
- Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License (inclusive of Infinity.Link Site License)		
	Infinity.Mobile – Site License		
	Total License Fees		

License fees due upon contract execution.

c.   **Maintenance or Support Agreements**

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, _____.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

[ORGANIZATION]
("Organization")

RECITALS

1. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement;

2. The Organization wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The Organization and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

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

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris's

then current practices which may be revised over time.

4.   This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5.   In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Year 1 Support and Maintenance Fee will be prorated and billed in advance beginning on the Start Date through December 31st of the same year. Thereafter Organization will be billed annually in advance on January 1st. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.

6.   In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a)   courier services, photocopying, faxing, long distance phone calls and reproduction services,

(b)   all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of $95.00/hour; a per diem rate of $70.00 for week days and a $125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,

(c)   and all other reasonable expenses incurred in the performance of Harris's duties hereunder.

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

7.   Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8.   All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

9.   All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or

other governmental charges. 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 sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

10. The initial term of this Support and Maintenance Agreement shall begin on the Start Date and end on December 31st of the same year. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:

(a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or

(b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in

the event of any repeated or continuing breach by the other.

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

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

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

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

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

(d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

17. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall 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.

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

19. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:

    (i)   Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii)   By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

20. This Support and Maintenance Agreement shall be governed by the laws of the province of Ontario and Canada applicable therein.

21. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.

22. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

23. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

    Name: Bryce Cooper
    Title: President

[ORGANIZATION NAME]

Per: _____

    Name:
    Title:

<div align="center">**Schedule "A"**</div>

<div align="center">**Escrow Terms**</div>

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

(a)   Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b)   An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c)   Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d)   The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.

(e)   The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f)   This Schedule "A" shall form part of the Support and Maintenance Agreement only

where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $xxx.00

Exhibit 2
Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

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
- eSupport access 24 x 7 with the following on-line 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
- Customer Care Program
    - Quarterly News Letter with support tips
    - Technical support bulletins
    - Communication on new products and services
    - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority 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:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

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

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call or ticket; our support analysts cannot provide assistance unless a support call or ticket is logged. Our current process for logging calls and tickets includes the following: eSupport (via website), email, phone and fax.

- Your ticket must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our ticketing system or one of our support analysts will provide you with a ticket ID to track your issue.

- Your ticket will be assigned to the first available support representative.

- As the support representative assigned to your ticket 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.

- All correspondence and actions associated with your ticket will be tracked in our support ticketing system. At any time, if available to you, you may log onto our ticketing system to see the status of your call.

- Once your issue has been resolved, you will receive an automated notification by email that your ticket has been closed. This email will contain the entire event history of the issue from the time the ticket was created and leading up to the resolution of the issue. You also have the option of viewing both your open and closed tickets, if available to you, via our support ticketing system.

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

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 Team Lead

Level 3:   Contact the Manager of Support

Level 4:   Contact the Vice President of Support Services

Level 5:   Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and 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.

Connection Methods

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 preferred method of connection is through Remote Desktop which can be accomplished using a VPN account and the MS Windows Remote Desktop client or a variety of remote connection tools (logmein.com, TeamViewer, join.me, VNC, etc). Harris will work with the client to establish a mutually agreeable remote connection policy.

d. Service Level Agreements

The following includes our Software Implementation Services Agreement as well as our Hosting Service Agreement.

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

[ORGANIZATION]
("Organization")

RECITALS

1.   The Organization wishes retain Harris to perform the Services (as defined herein).

2.   The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

        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:

ARTICLE I
INTERPRETATION

1.1   **Definitions**

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

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

(b)   **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

(c)   **"Completion of Services"** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.

(d)   **"Required Programs"** has the meaning set out in Section 2.3(b) hereof.

(e)   "**Scope of Work**" means the scope of work appended hereto as Schedule "A" delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

(f)   **"Services"** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

1.2   Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -   Scope of Work
Schedule "B" -   Fee Structure & Payment Schedule
Schedule "C" -   Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

**ARTICLE II
CONSULTING SERVICES**

2.1   Harris's 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 "Services") for the Organization:

(a)   Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.

(b)   Install the Software and perform necessary set up and configuration operations.

(c)   Provide training.

> (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
>
> (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
>
> (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
>
> (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site 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 Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.

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

2.2   **<u>Performance by Harris</u>**

(a)   <u>Manner of Performance</u> -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

(b)   <u>Harris's Discretion</u> -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.

(c)   <u>Conduct on Organization's Premises</u> -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its 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.

(d)   <u>Inquiries by Organization</u> -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

(e)   <u>Independence</u> -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.

(f)   <u>Coordination of Services</u> -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.

(g)   <u>Maintenance and Inspection</u> -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

2.3   **Performance by Organization**

(a)   Co-operation 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 act reasonably and co-operate fully with Harris to achieve the Completion of Services.

(b)   Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.

(c)   Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.

(d)   Additional Organization Obligations

      (i)   Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.

      (ii)   Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.

      (iii)   Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the

Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

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

(v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the sole responsibility for:

(A) the performance of any tests it deems necessary prior to the use of the Software.

(B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1   **Warranty**

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

Harris shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.

3.2   <u>No Other Warranties</u>

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

ARTICLE IV
FEES AND PAYMENTS

4.1   <u>Fees and Payments</u>

(a)   The Organization agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".

(b)   During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.

(c)   The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $95.00 per hour; (3) a per diem rate of $70.00 for week days and a $125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).

(d)   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. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

(e)   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 a the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The

Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

4.2 **Change Orders**

With respect to any proposed changes to the 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, and timelines governing, the 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 "C"

ARTICLE V
REMEDIES AND LIABILITY

5.1 **Remedies and Liability**

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

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

(c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR REESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY

ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK.

(d)   IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.2   Intent

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.3   Remedies

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

ARTICLE VI
GENERAL

6.1   Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2   Confidentiality

(a)   Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this

Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:

(i)   to maintain this information in confidence;

(ii)   not to use this information other than in the course of this Agreement;

(iii) not to disclose or release such information except on a need-to-know only basis;

(iv)   not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and

(v)   to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

6.3   <u>**Termination**</u>

(a)   Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.

(b)   If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.

(c)   If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a

"Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

(d)   The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

6.4   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 attorneys 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.

6.5   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, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile 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
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

XXX
XXX
XXX, XX, XXXXX
Attention: XXX
Telephone: XX-XXX-XXXX

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 7.5.

6.6   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, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

6.7   Reorganizations

The Organization acknowledges that where a "Reorganization" occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

6.8   Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other 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, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.9   **Section Headings**

    Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.10   **Governing Law**

    This Agreement shall be governed by the laws of the State in which Organization is located.

6.11   **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 any acts or omissions of Harris in connection therewith or contemplated thereby.

6.12   **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 herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13   **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 the Agreement or by law despite such forbearance or notice.

6.14   **Counterparts**

    This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15   **Survival**

    Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.16   **Competitive Bid**

    Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with

Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

6.17 **Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

<div align="right">

N. HARRIS COMPUTER CORPORATION

Per: _____

    Name: Bryce Cooper
    Title: President

[ORGANIZATION]

Per: _____

    Name:

    Title:

_____

</div>

Schedule "A"
Scope of Work

<div align="center">

Schedule "B"
Fee Structure and Payment Schedule

</div>

The total fees payable under this Software Implementation Services Agreement are $XXX.00, which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

	Description	Quantity/ Hours	Cost
Services Fees	Project Management		
	Discovery		
	Data Conversion		
	Configuration		
	Training		
	Interfaces		
	Modifications		
	Custom Reports		
	Infinity.Link		
	Post Live Support		
	Total Implementation Service Fees		
Estimated Travel Related Expenses			
	Total		

Implementation Service Fees Payment Milestones

CITY will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – CITY will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount	Estimated Month of Completion
	Totals	$	

Change Order

(a)   Contact & General Information

Date

Client

Client

Software

Contact

Application

Client Email

(b)

(c)   Description of Work

Attachments: ☐

(d)   Client Approval

000		$0.00
Chargeable Hours	**Rate**	**Amount**

000	000
Non-Chargeable Hours	**Total Hours**

Client Signature   **Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e)   Internal Use Only

Customer #   Application #   Originated by #   PO#   0000000

Hosting Service Agreement

This **Hosting Service Agreement** (the "**Agreement**"), is entered into on <mark><Date></mark> (the "**Effective Date**") by and between <mark>XXX</mark> ("**Organization**") and **N. Harris Computer Corporation** ("**Harris**").

WHEREAS, concurrently with the execution of this Hosting Agreement, the Organization [<mark>will enter/has entered</mark>] into a Software License Agreement with Harris to acquire a license to use the Software from Harris, as well as a Master Services Agreement and an active Support and Maintenance Agreement with Harris in respect of the Software.

WHEREAS, Harris wishes to offer the use of, and the Organization wishes to use, the Hosting Services for the Software.

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

1. Definitions

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

   (a) **"Annual Hosting Fees"** means the annual Hosting fees set out in Schedule "A" of this Agreement.

   (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

   (c) **"Completion of Services"** means the Professional Services are complete and shall be deemed to have occurred on the date which the Organization commences using the Hosting Services.

   (d) **"Confidential Information"** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law 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 of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Hosting Services that Harris may provide to Organization from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public 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 and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.

   (e) **"Data"** means all data that is provided by Organization to Harris and all other content transmitted, posted, received or created through Organization's use of the Hosting Services or the Software.

   (f) **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software and/or Hosting Services or used in conjunction with the Software and/or Hosting Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software and/or Hosting Services are provided to the Organization.

(g) **"Fees"** means the Annual Hosting Fees and Professional Services Fees.

(h) **"Professional Service(s)"** means the set-up activities required at the hosting site to ensure that the Hosting Services will be provided in accordance with this Agreement.

(i) **"Professional Services Fees"** means the professional service(s) fees set out in Schedule "A" of this Agreement.

(j) **"Hosting Services"** means the hosting services to be provided by or on behalf of the Harris under this Agreement that includes hosting, monitoring, and operating the systems and software owned or controlled by Harris required to deliver the Software granted to the Organization pursuant to the Software License Agreement.

(k) **"Software"** means the software product(s) including all upgrades and upgrades that Harris licensed to Organization pursuant to the Software License Agreement and as listed in Schedule "A" of the Software License Agreement.

(l) **"Software License Agreement"** shall have the meaning ascribed to it in the Recitals.

(m) **"Support Services"** means those support services provided pursuant to Exhibit 2 of the Support and Maintenance Services Agreement.

(n) **"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 Hosting Services.

(o) **"User"** means an employee or agent of Organization that has been authorized by the Organization in writing to access and use the Software solely for such Organization's internal use as part of the Hosting Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Organization of the Annual Hosting Fees, Harris hereby grants to Organization a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software as permitted pursuant to the Software License Agreement.

3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Organization agrees to pay to Harris the Fees as described in this Section 3 and Schedule "A" in accordance with the payment terms set out in Schedule "A".

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

4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). Thereafter, this Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") unless either party

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

5. Restrictions on Use

(a) Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Software License Agreement without the prior written consent of Harris.

(b) The Organization shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Organization's own internal networks or otherwise for Organization's own internal business purposes.

(c) The Organization shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

(g) The Organization shall not interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.

(h) The Organization shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

(i) In addition to its termination rights under Section 11, Harris my restrict or limit Organization's access to the Hosting Services if Harris reasonably determines that Organization has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris' reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other Organizations. As promptly as practicable after becoming aware of Organization's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Organization of the restriction or limitation to Organization's access to the Hosting Services and will promptly restore Organization's access 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 in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other Organizations.

6. Hosting Services

(a) Harris shall provide the facilities, equipment, and software to deliver the Hosting Services. The Harris shall have the right to manage all resources used in providing the Hosting Services, as the Harris deems appropriate. The system resources that are used by Harris to provide the Hosting Services may be used for the applications of other Harris Organizations or third parties.

(b) Harris shall host and provide access to the Software Users, subject to scheduled periods of non-availability as described in Schedule "B".

(c) Harris reserves the right to have additional User security criteria that may be applied to Users prior to their

ability to have access to the Software. The Harris shall inform Organization of such criteria but the Harris shall be free to implement such criteria at any time without prior written warning to the Organization and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Software. Harris reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.

(e) The Organization, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.

(f) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.

(g) Organization acknowledges that in order to provide the Hosting Services Organization may be required to purchase access to Third Party Components. 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 determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Organization may be required to change or replace the applicable Third Party Components or otherwise attempt to mitigate the impact of the such unavailability of Third Party Components.

7. Organization Responsibilities

(a) **Co-operation by Organization** -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization's and its staff and agrees to act reasonably and co-operate fully with the Harris to achieve the Completion of Services related to any Professional Services supplied by Harris. To enable Harris to provide effective Support Services, the Organization will establish auto remote access based on remote access procedures compatible with Harris' practices.

(b) **Project Manager** -- The Organization shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process during any Professional Services.

(c) **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 its facilities required for Users to access and use the Software. Harris shall not be responsible for the operation of any Internet, network or other communication services. The Organization further acknowledges that the operation of the Software requires the Organization's and Users' hardware to be of sufficient quality, condition and repair, and the Organization agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.

(d) **Passwords**. Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. 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' passwords and user ID's, 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.

(e) Users. The Organization is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affected either the Software or third party data contained in the Software, or Harris's ability to provide Hosting Services as contemplated by this Agreement.

(f) 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 including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

(g) 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 and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Organization is solely responsible for 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' servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering. Organization will not input or provide such content unless Harris has first agreed in writing to implement additional required security measures.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' 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 IN VIOLATION OF ANY LAW, RULE OR REGULATION.

8. Warranty and Warranty Disclaimer

a) Limited Warranty. Harris warrants to Organization that the Hosting Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Organization, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Organization's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11(a).

b) Warranty Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SETION 13(A), THE HOSTING SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO ORGANIZATION "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE HOSTING 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 HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF ORGANIZATION'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

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

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.

9. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ORGANIZATION AGREES THAT THE ENTIRE LIABILITY OF HARRIS AND ORGANIZATION'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID BY ORGANIZATION TO HARRIS UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

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

10. Change Order Process

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

11. Cancellations and Termination

This Agreement may be terminated as follows:

a. If either party is in material breach of any of its obligations or any provision 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 ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

b. If Organization has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Hosting Services (including Organization access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Organization to that effect.

c. 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.

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

e. This Agreement shall automatically terminate in the event that the Software License Agreement is terminated.

12. Effects of Termination

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 the Hosting 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) Organization shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris 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.

(d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term shall result in the following: an acceleration of all Annual Hosting Fees due for each year of the Initial Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Harris's right to collect any further invoiced amounts for other Professional Service Fees.

(f) Conditional upon Organization's payment of all Fees that are due to Harris, 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 services to provide a copy of the Data are one to two weeks and will be billed at Harris's then current daily rate. Upon receipt of notice from Organization 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 Organization 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.

13. Ownership

(a) By Harris. Organization acknowledges that at all times Harris, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software Harris uses in the performance of the Hosting Services. 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 Hosting Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Organization shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the Software License Agreement and Harris 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 in to the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Hosting Services or the Software.

(b) Organization Data. As between Harris and Organization, all 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 a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Hosting Services. Access to the Data shall only be by Harris's employees and/or subcontractors to Harris whose job function requires access. Except as specified in this Agreement, Harris may not access the 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 or where required by law.

Organization grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the Organization data of other Organizations using the Hosting Services so long as such aggregation or compilation omits any data 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 Hosting Services.

(c) Data and Privacy Policy of Organization

The Organization represents and warrants to Harris that:

   a. Data that is either provided to or acquired by Harris is owned exclusively by Organization and that the Organization has full right and title to provide the Data to Harris;

b.   Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Organization's Organizations have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

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

d.   Organization will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

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

In addition to any other restrictions on Harris' use of the Data, the confidentiality obligations above apply except to the extent that 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 as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

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

16. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations

Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. 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 any acts or omissions of Harris in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. 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 notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

> N. HARRIS COMPUTER CORPORATION
> 1 Antares Drive, Suite 400
> Ottawa, Ontario
> CANADA   K2E 8C4
> Attention: CEO
> Telephone: 613-226-5511, extension 2149
>
> and in the case of the Organization, to:
>
> [Organization]
> Attention:
> Telephone:

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

(d) Currency: Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.

(e) Entire Agreement: This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and

communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Organization orders, or in any other documentation employed by or on behalf of 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 the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

(f) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) Assignment: Organization may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(h) Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision 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.

(i) Allocation of Risk: Organization acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Organization and set forth an allocation of risk reflected in the fees and payments due hereunder.

(j) Relationship: The parties are and shall at all times remain independent Harris in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

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

(l) 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, 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.

(m) Survival: Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

(n) Counterparts: This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Organization have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION   **ORGANIZATION**

_____   _____

Signature   Signature

_____   _____

Name   Name

_____   _____

Title   Title

_____   _____

Date   Date

Schedule "A"
Fees and Payment Schedule

Purchased Hosting Services:

Hosting services shall be provided for the following Harris products listed in the Software License Agreement:

- Harris Application

Hosting Fees	Amount*
Professional Services for Initial Set-up: One-time set-up and configuration of licensed software in Harris's hosting environment.	$XX
Annual Hosting – Year 1**	$XX

* All pricing is exclusive of applicable sales, use or similar taxes. Organization is responsible for any such taxes that may apply; if Organization is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to termination of Hosting Services in accordance with this Agreement.

** After Year 1, the Annual Hosting Fees may be modified to reflect pass-through costs and additional agreed services.

PAYMENT TERMS:

The Initial Set-Up Fees listed in the table above are due at contract signing.

The Annual Hosting Fees shall be invoiced on each anniversary date thereafter. Annual Hosting Fees are invoiced in advance of an upcoming annual term and shall be due and payable thirty (30) days from date of invoice.

RESET OF TERM TO MATCH FISCAL YEAR:

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

<h1 align="center">Schedule "B"</h1>
<h2 align="center">Service Availability</h2>

Availability and Uptime Objectives:

Availability of the Hosting Services is defined as when the Software and Organization's data are operational and accessible via a public internet connection. Harris shall strive to make the Hosting Services available 100% of the time. However, the Hosting Services may be unavailable during certain downtimes, which includes, but is not limited to, the following circumstances:

- **Routine Scheduled Downtime**: Periods of time for the purpose of conducting routine system maintenance. In such event, we shall use commercially reasonable efforts to provide you with a minimum of three (3) business days prior to any period of scheduled downtime, and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM ET.
- **Factors Outside Our Reasonable Control:** Due to factors outside our reasonable control (for example, a Force Majeure event, emergencies such as natural disasters, power surges, lightning strikes, or a network or device failure external to our data centers) or other exceptional circumstances, we shall be entitled to take any actions that we, in our sole discretion, determine is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to hosting infrastructure ("Emergency Work"). We shall endeavor to provide advance notice of such Emergency Work to you when practicable and possible, but we shall not be held responsible for any deterioration of performance or System unavailability to you during such events or Emergency Work.
- **Unauthorized Actions**. We shall not be responsible for any System unavailability that results from your unauthorized action or lack of action when required, or from your employees, agents, Harriss, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices. Although we will use commercially reasonable efforts to take actions we may deem appropriate to mitigate the effects of any such events, we cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability resulting from or relating to such events.
- **Failure to Adhere to Requirements**. We shall not be responsible for any System unavailability for any failure by reason of your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Hosting Services in a manner inconsistent with the features and functionality of the Hosting Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, or suspected abusive behavior) or inconsistent with our published guidance.

e. 3rd Party Agreements

Not applicable.

10. Exhibits

Exhibit A

This has been included under section 3. Pricing on page 34.

Exhibit B

This has been included under section 7. References on page 73.

Exhibit C

Advanced has reviewed this exhibit.

Exhibit D

This has been included under section 2. Requirements on page 4.

Appendix A – Exceptions

2.1 Agreement Term; Renewal. If funds for this Agreement are not appropriated or budgeted by July 1, 2020, Gilbert may terminate this Agreement by giving written notice to Contractor. Otherwise, it is expected that implementation will begin in July 2020. The initial Agreement term will commence upon execution of the Agreement and continue through June 30, 2021.

Exception: Proposer is willing to include a funding out clause in the resultant contract so long as the contract provides that in the event such termination, the Proposer shall be compensated for deliverables and services performed through and up to the effective date of termination in accordance with the contract rates.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

Exception: This Applies to Worker's Compensation, Auto Liability and Commercial General Liability where required under written contract. The Waiver of Subrogation does not apply to Professional Liability.

4.8 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limit provided to Gilbert. Contractor shall be solely responsible for any such deductible or self insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Exception: The limits of insurance including the deductibles are arranged by our parent company, Constellation Software, Inc. The Commercial General Liability deductible is $50,000. The Professional E&O Liability deductible is $500,000. The insurance program can be reviewed, however, customers do not have any rights to revise any insurance coverages of the program. Proposer also reserves right to negotiate requirement of surety bond or letter of credit.

5. INDEMNIFICATION
5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Services RFP Agreement including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Exception: Proposer's standard policy is to agree to defend the City against any third-party lawsuit alleging violation of intellectual property right, or arising out of injuries to persons arising from the gross negligence or willful misconduct of Proposer and its employees, agents or independent contractors while on the customer's premises. Proposer will pay costs and damages that a court finally awards in such suit or that are agreed upon in settlement thereof. If the City or any third party has caused or contributed to a third-party claim, then Proposer will only indemnify the City up to the amount Proposer is deemed responsible. In accordance with industry standards, the indemnification should be balanced by a limitation of liability clause to exempt both parties liability from indirect and consequential damages and to cap liability to a mutually agreed upon amount. This cap on liability would not apply to Proposer's intellectual property indemnification obligations, though Proposer's obligation to indemnify the City harmless under is void if the claim of infringement arises out of or in connection with any modification made to the Software or any use of the Software not specifically authorized in writing by Proposer.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his Agreement obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

Exceptions: Proposer requires at least 30 days written notice for a termination for convenience. For a termination with cause, Proposer requires no less than thirty (30) day cure period to remedy any breach. Proposer requires a more detailed termination clause be drafted taking into account 'cure periods' for the implementation of the software, greater detail regarding termination for convenience and for cause, including license rights that may survive termination, and that all services performed shall be paid.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

Exception: Proposer requests such audit right be limited to no more than once in a twelve month period. Proposer also requests that all documents, records and information accessed as part of an audit be subject to obligations of confidentiality to be included in the final agreement.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

Exception: Proposer's standard policy is to defer to the decision of the court with regards to an award of costs, including reasonable attorney fees. Proposer reserves the right to negotiate mutually agreeable terms with the City.

10. ASSIGNABILITY
The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

Exception: Proposer's standard policy is it agrees it will not assign, sell or transfer the contract without the prior written consent of the City, which consent the City shall not unreasonably withhold, except that Proposer may assign its interest in this Agreement in connection with a merger or other business combination in which Proposer is not the surviving entity, so long as the assignee agrees to fully abide by and accept all provisions under the Agreement.

As a final note the Proposer anticipates that the resultant agreement shall be based on Proposer's and industry norm standard agreements for software licensing and maintenance and that the resultant agreement between the Proposer and the Customer should include provisions typically seen in these types of software agreements, including: limitation of liability (which will be at one (1) times fees paid under the contract(s)), and shall not include damages related to indirect, consequential, special or aggravated), warranty (as per the restrictions above), license use and restrictions (such as copying restrictions, User restrictions and reverse engineering type restrictions), mutually acceptable acceptance terms, payment terms (including the use of milestones for payment and license fees paid up front), maintenance terms, approved Statements of work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in Customer's RFP will not affect Proposer's ability to negotiate such clauses and to modify the standard contract as needed.