



## Software As A Service Agreement

This **Software As A Service Agreement** (the "**Agreement**"), is entered into on \_\_\_\_\_, 2018 (the "**Effective Date**") by and between the City of Riverside, a California charter city and municipal corporation ("**Customer**") and SmartWorks, a division of N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**Harris**").

**NOW THEREFORE**, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are 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 Subscription Fees**" means the annual subscription fees set out in Schedule "A" to this Agreement.
- (b) "**Change Order**" means any written documentation between the Customer 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 Customer commences using the 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 (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances or (D) provided to Harris by Customer in connection with performance of this Agreement. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Harris may provide to Customer 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. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products.
- (e) "**Data Conversion Fees**" shall have the meaning set forth in Section 10 of this Agreement.
- (f) "**Data**" means all data that is provided by Customer to Harris and all other content transmitted, posted,

received or created through Customer's use of the Services or the Software.

- (g) **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- (h) **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Conversion Costs and other Fees as may be further described and listed in Schedule "A" of this Agreement.
- (i) **"Professional Service(s)"** means those implementation, training, consulting and professional service(s) provided by the Harris Professional Services team as further described in Schedule "A" and Schedule "C" to this Agreement.
- (j) **"Professional Services Fees"** means the Professional Service(s) fees set out in Schedule "A" and "C" to this Agreement.
- (k) **"Services" and "Software Services"** each means the web-based service(s) commonly referred to as a "Software as a Service" (SaaS) solution to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software as a service at a site owned or controlled by Harris and the delivery of non-exclusive access via the Internet to Customer to use the Software, as a service, granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- (l) **"Software"** means the software product(s) that are owned by Harris, delivered as a SaaS solution and listed in Schedule "A".
- (m) **"Support Services"** means those support services to be provided by the Harris Support team as further described in Schedule "D" to this 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 Customer as part of the Services.
- (o) **"User"** means an employee or agent of Customer that has been authorized by the Customer to access and use the Services.

## 2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Subscription Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for Customer's internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

## 3. Fees

In consideration of receiving the Services and the Professional Services, Customer agrees to pay to Harris the Fees and all applicable travel and lodging expenses as described in Section 4 of this Agreement in accordance with the payment terms as defined in Schedule "A".

The Annual Subscription Fees, Professional Services Fees and any other fees set out in this Agreement are

exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county 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 for the services under this Agreement (excluding taxes on Harris' net income).

If any Fees are not paid when due, then at Harris' discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b)] Harris may suspend the Service, including all Customer access to the Service, pursuant to Section 16(b).

#### **4. Travel and Lodging Expenses**

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at Customer's offices by any Harris personnel. Harris travel expenses are billed to Customer for each Harris employee providing Professional Services as follows:

- Lodging and Hotel expenses: If the Harris employee must spend the evening.
- Airfare expenses: If the Harris employee must travel by air to reach Customer's offices.
- Rental Car or Taxi fees: As appropriate to travel to / from Customer's offices.
- Personal Vehicle expenses: If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate.
- Per Diem expenses: Fifty-five dollars (\$55) per day will be charged to cover meals and incidentals when an employee is at or traveling to and from Customer's offices. If an employee must travel on Saturday, Sunday, or a holiday, or is at Customer's office on a holiday, the Per Diem rate shall increase to one hundred ten dollars (\$110) per day for the corresponding days.
- Harris will use its reasonable efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Customer.

#### **5. 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 5-year term from the date that the initial Software Services listed in Schedule "A" are installed and configured in Harris' hosted environment with evidence of said installation and configuration being by the issuance of an Invoice by Harris to Customer for the Alpha Phase Fees noted in Schedule A. The Initial Term will be the 12 month period following the initiation of the Beta Phase. The Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") after the Initial Term subject to Harris' then-current price structure. Advance notification of price changes to the 'current charges' need to be conveyed to RPU at least 120 days prior to expiration of the then-current term. Either party must provide written notice to the other party of its intention not to renew within ninety (90) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

#### **6. Restrictions on Use**

- (a) Except as expressly provided herein, Customer 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 Software Services except as expressly permitted by this Agreement without the prior written consent of Harris.
- (b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

- (c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software Services.
- (e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- (g) The Customer shall not knowingly transmit, upload, post, distribute, store or otherwise publish, through use of the 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.
- (h) Customer shall not knowingly transmit any data to the system used by Harris to provide the Services that contains software viruses or other harmful or deleterious computer code, files or programs.
- (i) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (j) Customer shall not knowingly use the Services to store or transmit any material that is infringing, libelous, an invasion of privacy, obscene, offensive, harmful, illegal or would otherwise violate or infringe the rights of any third party.
- (k) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (l) In addition to its termination rights under Section 16, Harris may restrict or limit Customer's access to the Services if Harris reasonably determines that Customer 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 customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will notify Customer of Harris' intent to impose a restriction or limitation to Customer's access to the Services. If Customer fails to correct or otherwise discontinue such prohibited conduct within 30 days of such notice, Harris will notify Customer of Harris' intent to impose a restriction or limitation to Customer's access to the Services and will promptly restore Customer'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 Customer in connection with its use of the 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 customers.

## **7. Services Availability (SaaS)**

- (a) Harris shall provide all facilities, equipment, and software required to make the Software Services available.
- (b) Harris shall use reasonable efforts to make the Software Services available to Users twenty- four (24) hours

per day, seven (7) days per week; subject to the terms further defined in Schedule "B".

- (c) Harris reserves the right to have additional User acceptance criteria before City may access the Software Services as mutually agreed to by all parties and with thirty day advance notice.
- (d) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. Customer, 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 Services.
- (e) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 18 of this Agreement.
- (f) Within the initial term, customer acknowledges that in order to provide the Services, Harris may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to 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 Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 16.

## 8. Customer Responsibilities

- (a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures as described in the Statement of Work.
- (b) **Project Manager.** Customer 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 Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. Harris shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer 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.** Customer agrees to impose and adhere to internal security policies and procedures. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned by Customer to its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be compromised (e.g. shared password). Customer

agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the 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 affect either the Services or third party data contained in or used by the Services, or Harris' ability to provide the Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer 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.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris') computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris' servers; and (iii) Data is encrypted.

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 CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

- (h) **Security Controls** – Customer shall use appropriate commercial security applications to ensure compliance with Section 8(f).

## 9. Delivery Schedule

The parties have agreed to a delivery schedule based on, among other things, the purchased modules, required training and availability of both Customer and Harris staff members, a copy of which is attached hereto as Schedule C, Statement of Work (SOW) and incorporated herein by reference.

## 10. Data Conversion Fees

Harris may offer data conversion services for the purpose of migrating existing Customer data to a format usable by the Purchased Service. The success of the data conversion effort is largely based on the format and quality of the Customer provided data. Unless otherwise indicated, converted data is strictly limited to non-dollar amounts and typically includes information such as names, addresses, and phone numbers. Only information explicitly listed in this Agreement will be converted. In certain instances, initial cost estimates for a data conversion may have been included in a Professional Services pricing proposal. Unless specifically included in this Agreement as part of Schedule "A" and "C", said cost estimates, and all prior data conversion cost estimates, are not binding nor are they incorporated into this Agreement. Accordingly, Harris shall notify Customer of the final data conversion fees and costs after the Customer provided sample data is examined by Harris to verify existing Customer data formats and data integrity; but before data conversion efforts are commenced. In such event, and upon receipt by Harris of notice in writing from Customer that said data conversion fees are acceptable, such data conversion fees (Data Conversion Fees) shall be in addition to all fees currently stated in this Agreement.

Any costs associated with obtaining the data from an existing Customer vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris.

There is no data conversion required for this project.

## 11. Professional Services & Support Services

- (a) **Professional Services and Support Services.** Subject to the terms and conditions of this Agreement, Harris shall provide the Professional Services to Customer in accordance with Schedules "A" and "C" and the Support Services in accordance with Schedule "D", and with the reasonable professional care and skill customarily exercised by reputable members of Harris's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise
- (b) **Manner of Performance.** Harris shall perform the Professional Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Harris and the Customer shall mutually agree on the manner and means by which the Professional Services shall be performed, with due consideration of adequate knowledge transfer to Customer personnel. Harris will communicate openly with Customer in its methodology, manner and means.
- (c) **Conduct on Customer's Premises.** In the event that Harris is required to perform Professional Services on Customer's premises, any such Professional Services shall be performed with Customer's full co-operation and on the premises of Customer or, if agreed to by both parties, at an alternate location. Harris agrees that, while working on Customer's premises, each of its employees shall observe Customer's rules and policies provided to Harris in writing relating to conduct thereon.

## 12. Warranty and Warranty Disclaimer

- a) **Limited Warranty.** Harris warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in Harris' manuals and other documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the 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 16(b).
- b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 13(A), THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

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

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE SERVICES 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 ASSUMES 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.

### **13. Limitations on Liability**

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT, EXCEPT FOR HARRIS'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 19(B) OR FOR CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, THE ENTIRE LIABILITY OF HARRIS AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE 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 SUBSCRIPTION FEES, PROFESSIONAL SERVICE FEES, ANCILLARY TRAVEL) PAID BY CUSTOMER 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.

CUSTOMER 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.

### **14. 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. 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. 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.

### **15. Cancellations and Termination**

#### **(a) Professional Services may be cancelled as follows:**

Cancellation of any on-site Professional Services by Customer is allowed for any reason if done in writing more



than fourteen (14) days in advance of such Professional Services. In the case of cancellation of Professional Services within fourteen (14) days or less of scheduled on-site Professional Services, Customer will be billed for any on-site fees, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Customer hereby acknowledges that cancellation of on-site services means that such on-site services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Customer's project resulting from Customer's cancellation of Professional Services. If additional services are required because the Customer was not adequately prepared for the on-site services, Harris will provide a Change Order to the Customer for the additional services.

**(b) This Agreement may be terminated as follows:**

- i. 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
- ii. If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.
- iii. Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris and has failed to correct such breach within 30 days of notice by Harris.
- iv. 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.

In the event of bankruptcy by Harris, Harris will make all reasonable commercial efforts to give customer a 6 month transition period.

- v. If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(h) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement] by providing written notice to Harris within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

**16. Effects of Termination**

In the event of termination or expiration of this Agreement:

- a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services.
- b) Customer will pay all amounts due under this Agreement up to and through the date of termination, except for the cost of any Third Party Components where Customer has terminated the Agreement in accordance with Section 15(b)(v) of the Agreement because of that cost.

- c) Customer 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, legislation or internal policy adopted by the City as required by law related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- e) Any termination for convenience of this Agreement by Customer prior to the end of the Initial Term shall result in an acceleration of the Annual Subscription Fees for the duration of the current Agreement year, the amount not to exceed the prorated amount of six (6) months of the Annual Subscription Fees, 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. Termination for convenience by Customer requires 90 days notice.
- f) Conditional upon Customer's payment of all Fees that are due to Harris as described in Section 16.e herein, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at Harris' then current daily rate. Upon receipt of notice from Customer 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 Customer. 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 Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer 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 Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

## 17. Ownership

- (a) **By Harris.** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- (b) **Customer Data.** As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only by Harris's employees and/or subcontractors 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 Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law. Except if notice is prohibited by law, Harris shall provide Customer with notice of any request by an outside party to access the Data as soon as reasonably possible in order for Customer to respond to such request.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, 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, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes Harris to disclose the fact that Customer is a customer of Harris and uses the Services.

### **(c) Data and Privacy Policy of Customer**

The Customer agrees to the following:

- i. Data that is either provided to or acquired by Harris from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris; and
- ii. Customer 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
- iii. Customer 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.

### **18. 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. If a party receives (i) an administrative or judicial order requiring disclosure of Confidential Information by that party or (ii) a discovery request seeking disclosure of Confidential Information, that disclosing party will promptly notify the other party in writing of the receipt of such request or order. The disclosing party shall cooperate with the other party should the other party seek to obtain a timely protective order prohibiting such disclosure.

### **19. Indemnity**

**(a) Customer Indemnification.** Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer 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 Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal, except when arising

out of Harris' negligence or willful misconduct. Such obligations do not apply where such claims arise out of Harris negligence or willful misconduct.

**Harris Indemnification.** Subject to the limitation set forth in Section 13, Harris shall defend, indemnify and hold Customer and its respective officers, employees and other agents (the "Indemnities") harmless from and against any and all lawsuits, causes of action, demands, claims, losses, fines, penalties, damages, judgments, liabilities and expenditures of any kind, including reasonable attorneys' fees, litigation expenses, and court costs (collectively, "General Claim"), raised or asserted by any person or entity that is not a party to this Agreement, which General Claim is caused or alleged to be caused, in whole or in part, by any willful misconduct or grossly negligent act or omission of Harris or any officer, employee, arising from, relating to, or in connection with any obligation or performance under this Agreement and results in bodily injury, tangible property damage, death.

**(b) Intellectual Property Indemnity.** Harris will indemnify, defend, and hold harmless, or at its option settle, any third party claim, suit or proceeding against Customer alleging that the Software delivered to Customer, or Customer's authorized use of the Software, infringes any patent issued in the United States or any trademark or copyright or misappropriates any trade secret; provided, that Customer (i) promptly notifies Harris of any such claim in writing; (ii) provides Harris with all reasonable information and assistance in connection with such claim; and (iii) gives Harris the sole right to control the defense of, or settle such claim. Harris will pay any settlement approved by Harris or final judgment entered against Customer on such claim in any such suit or proceeding defended by Harris.

Harris will have no obligation for any claim, suit or proceeding to the extent that it results from (a) the combination, operation or use of (a) any modification to the Software made without Harris's prior written consent, (b) failure to use updated or modified Software if Harris notified Customer that the use of the updated or modified software was necessary to avoid a claim of infringement, or (c) use of Software not in accordance with this Agreement and applicable Documentation.

If Harris receives notice of an alleged infringement by the Software, or if Harris reasonably believes that such a claim is likely, Harris may stop delivery of such Software without liability for failure to deliver it. Harris will have the right, at its sole option, to obtain the right for Customer to continue use of the affected Software, or to replace or modify the affected Software so that it is no longer alleged or believed to infringe, provided that this can be done without significant loss of functionality. If neither of the foregoing options is available to Harris on commercially reasonable terms, either Party may terminate this Agreement or Customer's use of the affected Software, in which case Harris will refund to Customer that portion of the Annual Subscription Fees paid but unused by Customer. THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION CONSTITUTE HARRIS' ENTIRE OBLIGATIONS AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES CONCERNING INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION BY ANY SOFTWARE OR SERVICE.

## 20. Insurance

20.1 **General Provisions.** Prior to the Customer's execution of this Agreement, Harris shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Customer's Risk Manager or Attorney, or a designee, unless such modification is prohibited by law.

20.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Harris's indemnification obligations under this Agreement.

20.1.2 **Ratings.** Any insurance policy or coverage provided by Harris or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

20.1.3 **Cancellation.** The Commercial General Liability policy shall not be canceled without thirty (30) days' written notification of cancellation has been given to Customer by certified or registered mail, postage prepaid.

20.1.4 **Adequacy.** The Customer, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Harris pursuant to this Agreement are adequate to protect Harris. If Harris believes that any required insurance coverage is inadequate, Harris will obtain such additional insurance coverage as Harris deems adequate, at Harris's sole expense.

20.2 **Workers' Compensation Insurance.** By executing this Agreement, Harris certifies that Harris is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Harris shall carry the insurance or provide for self-insurance required by California law to protect said Harris from claims under the Workers' Compensation Act. Prior to Customer's execution of this Agreement, Harris shall file with Customer either 1) a certificate of insurance showing that such insurance is in effect, or that Harris is self-insured for such coverage, or 2) a certified statement that Harris has no employees, and acknowledging that if Harris does employ any person, the necessary certificate of insurance will immediately be filed with Customer. Any certificate filed with Customer shall provide that Customer will be given ten (10) days' prior written notice before modification or cancellation thereof.

20.3 **Cyber Liability Insurance.** Prior to Customer's execution of this Agreement, Harris shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

20.4 **Commercial General Liability and Automobile Insurance.** Prior to Customer's execution of this Agreement, Harris shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Harris against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Harris. The Customer, and its officers, employees and agents, shall be named as additional insureds under the Harris's insurance policies.

20.4.1 Harris's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

20.4.2 Harris's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Harris's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Harris's performance of this Agreement, which vehicles shall include, but are not limited to, Harris owned vehicles, Harris leased vehicles, Harris's employee vehicles, non-Harris owned vehicles and hired vehicles.

20.4.3 Prior to Customer's execution of this Agreement, original certificates along with additional insured endorsements acceptable to the Customer evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Customer and shall

include the Customer and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

20.4.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the Customer and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Harris will be considered primary and not contributory to any other insurance available to the Customer and Endorsement No. CG 20010413 shall be provided to the Customer.

20.5 **Errors and Omissions Insurance.** Prior to Customer's execution of this Agreement, Harris shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Customer from claims resulting from the Harris's activities.

20.6 **Subcontractors' Insurance.** Harris shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Customer's request, Harris shall provide Customer with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

## 21. General

**(a) Exhibits:** In the event of any inconsistencies between the SaaS Agreement and the Exhibits, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

- Duly authorized and executed Change Orders and written amendments to this Agreement executed by both Parties
- The SaaS Agreement
- Scope of Work
- RFP Response

**(b) Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs. 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.

- (c) **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.
- (d) **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 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 Customer, to:

Jennifer Tavaglione  
Riverside Public Utilities  
3750 University Ave., 3<sup>rd</sup> floor  
Riverside CA 92501

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 20(c).

- (e) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- (f) **Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of Harris' solutions, products and services: (i) Customer permits Harris to issue a mutually agreed upon press release announcing Customer's purchase of Harris' products and services; and (ii) Customer grants Harris the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of Harris. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Harris of said revocation.

- (g) **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 Customer orders, or in any other documentation employed by or on behalf of Customer 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.
- (h) **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.
- (i) **Assignment:** Customer 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.
- (j) **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.
- (k) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (l) **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of customers confidentiality obligationsthis Agreement by Customer 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 Customer.
- (m) **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, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (n) **Survival:** Sections 1 (Definitions), 3 (Fees), 4 (Travel and Lodging Expenses), 6 (Restrictions on Use), 8(f) (Compliance with Laws), 8(g) (Security), 13 (Warranty and Warranty Disclaimer), 14 (Limitations of Liability), 17 (Effects of Termination), 18 (Ownership), 19 (Confidential Information), 20 (Indemnity), 21 (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.
- (o) **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.
- (p) **Business Tax.** Harris understands that the services performed under this Agreement constitutes doing business in the City of Riverside, and Harris agrees that Harris will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.
- (q) **Customer's Right to Employ Other Consultants.** Customer reserves the right to employ other Consultants in connection with the Project. If Customer is required to employ another consultant to complete Harris's work, due to the failure of the Harris to perform, or due to the breach of any of the provisions of this Agreement.



- (r) **Accounting Records.** Harris shall maintain complete and accurate records with respect to fees charged under this Agreement. All such records shall be clearly identifiable. Upon reasonable notice to Harris by Customer, but no more than once per year, Harris shall allow a representative of Customer during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.


***[Signatures on Following Page]***

**IN WITNESS WHEREOF**, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

N. HARRIS COMPUTER CORPORATION  
a public corporation


By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
  
[Printed Name]

Attest: \_\_\_\_\_  
City Clerk

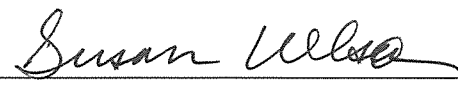
\_\_\_\_\_  
CEO  
[Title]

Certified as to Availability of Funds

By: \_\_\_\_\_  
  
CFO/Treasurer

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]  
\_\_\_\_\_  
[Title]

Approved as to Form:

By: \_\_\_\_\_  
  
Assistant City Attorney

**Schedule "A"**  
**Fees and Payment Schedule \***

**Purchased Software:** As described in Schedule C of this Agreement.

<i>Alpha Phase</i>	<i>Amount</i>
Software Subscription Fee:	<b>\$17,118</b>
Services Fee	<b>\$30,800</b>
<b>Total Alpha Phase</b>	<b>\$47,918</b>

<i>Beta Phase</i>	<i>Amount</i>
Services Fee	<b>\$341,000</b>
<b>Software Annual Subscription Fee:</b>	
<i>Year 1</i>	<b>\$ 254,732</b>
<i>Year 2</i>	<b>\$ 319,697</b>
<i>Year 3</i>	<b>\$ 395,665</b>
<i>Year 4</i>	<b>\$ 395,665</b>
<b>Contract not to exceed total</b>	<b>\$1,754,677</b>

\* All charges are exclusive of out of pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed monthly as incurred. All pricing is exclusive of applicable sales, use or similar taxes. Customer is responsible for any such taxes that may apply; if Customer is tax exempt, evidence of such tax exemption must be provided. Lapsed payments may lead to denial of access to the Service in accordance with Section 16(b)(ii) of the Agreement.

\*Travel is estimated to be approximately \$25,000 to accommodate 3 to 4 on-site visits with 1-2 personnel.

**PAYMENT TERMS:**

The Annual Subscription Fee will be due in advance of each Renewal Term, and is non-refundable.

Milestones are noted below:

**Milestones**

Alpha Phase:

- 100% at contract

Beta Phase:

- SaaS - 100% at initiation of Beta Phase

- Services:

50% at initiation of Beta Phase

15% on initial installation/configuration of interfaces

10% at delivery of functional training

25% at completion of UAT

Professional Services Fees stated above, and any applicable travel and lodging expenses, will be invoiced as incurred and shall be due and payable thirty (30) days from the date of invoice.

**ADDITIONAL PROFESSIONAL SERVICE(S) FEES:**

Additional Professional Services may be provided on-site or via the telephone. Additional Professional Services work provided via telephone is billed at the rate of two hundred and twenty (\$220) per hour. Additional Professional Services work performed on-site does not include travel, lodging and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then current Harris Professional Services rates. Help line support and Support Services do not include training or other Professional Services.

Customer shall incur a seven-hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Harris recognized holidays; plus the corresponding standard Professional Services fees and any applicable travel charges per paragraph 4.

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

**RESET OF TERM TO MATCH FISCAL YEAR:**

Customer may request that Harris match the annual invoicing of the Annual Subscription Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer 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 Subscription Fees due for the portion of the year remaining in Customer's current fiscal year, b) extend the then current term to expire at the end of the Customer's subsequent fiscal year, c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Subscription Fees due, and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Subscription Fees are invoiced in advance of an upcoming annual term. Subscription fees shall be due and payable thirty (30) days from date of invoice.

**Schedule "B"**  
**Service Availability**

**Availability and Uptime Objectives:**

1. Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
  - a. Uptime is defined as the percentage of total time that the Hosting Service is either available or in scheduled downtime. Uptime is calculated as the sum of available time plus scheduled downtime divided by total time, then expressed as a percentage. Specific Service Level Objectives relating to Uptime are as follows:
    - i. Harris reserves the right to schedule downtime for emergency situations with less than seven (7) advance calendar days notice.
    - ii. Uptime shall be at least 99.5% calculated on an annual basis.
    - iii. Harris shall take prudent measures and shall make reasonable and best efforts to achieve the Service level objectives described herein.
  - b. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
  - c. Harris shall notify Customer a minimum of five (7) calendar days prior to any period of scheduled downtime.
  - d. In the case of an emergency or other non-routine maintenance event, Harris reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by Harris in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

**Year 1**

Harris shall on a monthly basis make available to the Customer when requested a report detailing actual Service Level achievement during the month, the root cause of any problem and the actions undertaken by Harris to correct the problem or prevent its recurrence. The "Standard Availability" is 99.5%. If in any month the MeterSense MDM solution is not available for use by the Customer at the Standard Availability Level for reasons attributable to the hosting services, the Customer shall receive the credits set out below:

- Standard Availability - 0% credit
- 96% to 99.5% - a credit of 10% of the amount payable by Organization to Consultant with respect to such month - \$2,123
- 91% to 95.999% a credit of 25% credit of the amount payable by Organization to Consultant with respect to such month - \$5,307
- 76% to 90.999% a credit of 50% credit of the amount payable by Organization to Consultant with respect to such month - \$10,613
- 75.999% or less a credit of 100% credit of the amount payable by Organization to Consultant with respect to such month - \$21,227

## Year 2

- Standard Availability - 0% credit
- 96% to 99.5% - a credit of 10% of the amount payable by Organization to Consultant with respect to such month - \$2,662
- 91% to 95.999% a credit of 25% credit of the amount payable by Organization to Consultant with respect to such month - \$6,654
- 76% to 90.999% a credit of 50% credit of the amount payable by Organization to Consultant with respect to such month - \$13,308
- 75.999% or less a credit of 100% credit of the amount payable by Organization to Consultant with respect to such month - \$26,616

## Year 3 (ongoing)

- Standard Availability - 0% credit
- 96% to 99.5% - a credit of 10% of the amount payable by Organization to Consultant with respect to such month - \$3,297
- 91% to 95.999% a credit of 25% credit of the amount payable by Organization to Consultant with respect to such month - \$8,243
- 76% to 90.999% a credit of 50% credit of the amount payable by Organization to Consultant with respect to such month - \$16,486
- 75.999% or less a credit of 100% credit of the amount payable by Organization to Consultant with respect to such month - \$32,972

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
  - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
  - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
  - c. The negligence or intentional acts or omissions of Customer Representatives or Users;
  - d. Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
  - e. Any other force majeure event, as set out in Section 21(l) of the Agreement.

## 4. Disaster Recovery

Support for Disaster Recovery is included as part of our hosting services offering.

SmartWorks' Responsibilities:

- a. The following scenarios are covered;
  - i. Loss of an Application server in the Data Center
  - ii. Loss of a client database only, without loss of the complete Database server
  - iii. Loss of the Database server containing the client database in the Data Center
  - iv. Loss of HA firewall pair at the Data Center
  - v. Loss of Primary Data Center

Please refer to Schedule "F" – Disaster Recovery Plan for details on the procedures for the DR scenarios listed above.

- b. Annual DR tests performed on a sample host system
- c. DB backups with a recovery point objective (RPO) of 1 hr. Backups are continuously monitored by our Nagios monitoring infrastructure
- d. Storage of database backups, hardware resources and infrastructure at an alternate datacenter.

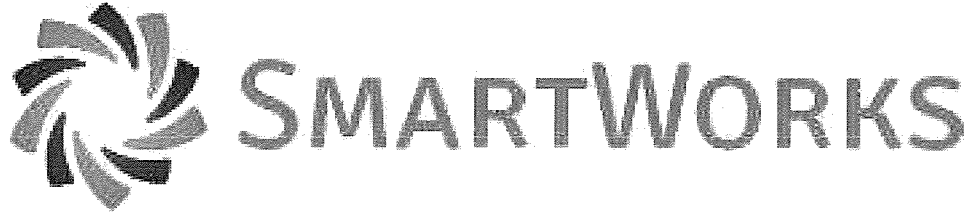
Client Responsibilities:

- a. Support to reconfigure VPN tunnel configurations and related IT services as it pertains to the utility infrastructure, such as, DNS record entries

Additional (optional billable) services:

- a. SmartWorks' support for DR tests on client's SmartWorks applications/systems (hosted by SmartWorks)

Schedule "C"  
Professional Services  
Statement of Work (SOW)



# Statement of Work

*for*

*SmartWorks Compass*

*Presented to*

*Riverside Public Utilities*

November 27<sup>th</sup>, 2018

Version: 1.1 Final





# Revision Control

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## Revision Control

**Document Title:** Riverside Public Works – SmartWorks Statement of Work

**Document Owner:** SmartWorks - Professional Services

Version	Type	Date	Author	Details / Comments
0.1	Draft	2018.09.04	S. Singh	Initial draft for RPU scope
0.2	Draft	2018.09.05	S. Singh	Revisions after internal discussion
0.3	Draft	2018.09.07	V. Gagnier	Updated with revisions
0.4	Draft	-----	RPU	RPU internal revisions
0.5	Draft	2018.09.20	RPU	Feedback from RPU
0.6	Draft	2018.09.24	SmartWorks	Review and comments to RPU feedback
0.7	Draft	2018.09.28	UWC	Feedback from UWC
0.8	Draft	2018.10.03	SmartWorks	Review and edits
0.9	Draft	2018.10.09	SmartWorks	Review and edits
0.10	Draft	2018.10.12	SmartWorks	Updated SO integration based on meeting with S&S
0.11	Draft	2018.10.12	UWC	Latest Edits
0.12	Draft	2018.10.15	UWC	Incorporated updates from Harris of 10/12/18
0.13	Draft	2018.10.17	UWC	Incorporated additional updates, Harris confirmations to 10/16 RPU inquiries
0.14	Draft	2018.10.18	UWC	Updates following joint UWC, RPU and Harris review
0.15	Draft	2018.10.18	UWC	Harris updates on TOU in section 3.2.1.2, Billing Interface (Multispeak)
0.16	Draft	2018.10.23	SmartWorks	Updates to section 3.3 (as a follow up on call with RPU and UWC). Section becomes 3.1.2.5

<b>0.17</b>	Draft	2018.10.26	UWC	Review and comments to RPU feedback, incorporate Appendix B – Connect Single Sign-On (not only as a link)
<b>0.18</b>	Draft	2018.10.29	UWC	Additional updates
<b>0.19</b>	Draft	2018.10.30	UWC	Minor Edits/Cleanup
<b>1.0</b>	Draft	2018.11.05	SmartWorks	Draft v1.0 for Contract
<b>1.1</b>	Final	2018.11.27	SmartWorks	Update to remove section 3.1.2.2 (MV-RS) for Alpha based on 11.27.2018 RPU call – Final for contract

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## 1. INTRODUCTION

This Statement of Work (SOW) defines the work to be performed by the SmartWorks division of N. Harris Computer Corporation (Herein referred to as “SmartWorks”) for the City of Riverside on behalf of Riverside Public Utilities (“RPU”), (Herein referred to as “Customer”). This SOW includes a high-level timeline and other Terms and Conditions specific to the services requested by Customer.

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. This document will be used as a reference by SmartWorks for the configuration and implementation of **SmartWorks Compass** and **SmartWorks Connect** (Herein referred to as the “SmartWorks Software”). This document will also be used by Customer to determine if the SmartWorks Software provides the functionality requested and agreed to, per this document. If there are any issues during the project lifecycle, this document will be used to determine if the issue is a configuration/development issue or if the issue was not included as part of the current Statement of Work.

Changes to this document shall be made through a Change Management Process as described Section 4.3.

The implementation project will accomplish the following high-level objectives:

- 1) Install, configure and implement the SmartWorks Software as defined in Section 2.
- 2) The solution will be installed at the SmartWorks Hosting Facility.
- 3) Initiate within SmartWorks Software the collection and management of
  - a) register data from residential meters
  - b) interval and register data from AMI Meters (Tantalus).
- 4) Integrate with Tantalus (electric) AMI systems, enQuesta CIS and ESRI GIS to import meter usage, events, alerts and location data and to provide the necessary meter, event, and billing data as required.
- 5) Deliver system training designed to develop competency with the use and configuration of the SmartWorks Software.
- 6) Provide Vendor Functional and Integration testing
- 7) Provide support during User Acceptance Testing.

**Note:** For the purpose of this SOW, it is assumed that the SmartWorks Software will continue to be hosted at the SmartWorks Hosting Facility for the Beta phase. Migration to an on-premise installation at the end of the Alpha POC, for the Beta phase, is not in scope for this SOW and will require a change order.

## 1.1. Glossary of Terms

<u>Billing Determinant</u>	<p><u>The measure of consumption used to calculate a customer’s bill. A billing determinant is either;</u></p> <ul style="list-style-type: none"> <li>• A register read; or</li> <li>• A value calculated by the MDM for billing purposes based on interval and/or register read data. <u>If rates are blocked, seasonally differentiated, time-differentiated, or separated by demand and energy measures, then the billing determinants are organized in the same fashion.</u></li> </ul>
Change Management Process	The process outlined in section 4.3 of the SOW, which SmartWorks will follow for any proposed changes to the SOW.
Deliverable	An item created during the engagement that requires formal review and approval by Customer.
Deliverable Acceptance Criteria	Has the meaning given in Section 4.5.
Deliverable Acceptance Criteria Document	Has the meaning given in Section 4.5.
<u>Detailed Project Plan</u>	<u>A plan jointly created and base lined by Customer and SmartWorks during the Initiation/Definition phase of the project, which establishes the implementation timeline (including certain milestones) for the project.</u>
<u>Expected Solution Acceptance Date</u>	<u>The date, identified in the Detailed Project Plan, by which the Parties expect Solution Acceptance to be achieved.</u>
Functional Testing	Has the meaning given in Section 5.4.
Integration Testing	Has the meaning given in Section 5.4.
Solution Acceptance Testing	Has the meaning given in Section 5.4.
Acceptance Testing Period	Has the meaning given in Section 5.4.1
<u>Actual Solution Acceptance Date</u>	<u>Has the meaning given in Section 5.4.1</u>
Correction Period	Has the meaning given in Section 5.4.1.
Go-Live Plan Document	A Deliverable identifying and describing the activities to be performed during the Go-Live phase of the project.



Interval Read Data	<p>A meter read showing the consumption over a defined period of time, demand, or interval, normally 1 hour, 30 minutes, 15 minutes or 5 minutes.</p> <p>Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/cubic foot or cubic meter for water meters.</p>
Register Read Data	<p>A value provided by the meter that is shown on the meter’s faceplate, and hence can be validated by the customer by visual inspection of the meter. This can include:</p> <ul style="list-style-type: none"> <li>• Cumulative Consumption Register Read – total measured consumption since the meter was manufactured or refurbished (Typical units of measure include kilowatt-hours (kWh) for electric meters, Gallons/ cubic foot or cubic meter for water meters or CCF for gas meters.)</li> <li>• Electricity Demand Register Read (peak kW, KVArh value measured on the meter since the last time it was reset)</li> <li>• Time of Use Consumption Register (total consumption during a specific time of use window)</li> </ul>
Solar (net registering)	NEM net metering data or registers. Meter will calculate the net value.

**1.2. Roles and Responsibilities**

The activities to be carried out are detailed in each section of this SOW. The table below defines the associated roles and responsibilities at a high level. Changes to team personnel will be carefully evaluated by both parties, in the context of the project, and will be provided to RPU for consideration in advance of any changes. References to the corresponding sections of the SOW are included when a more detailed description is required.

Responsibility	Role
Define scope of work with CIS Vendor under a separate agreement.  This includes development of the integrations listed in this SOW as well as integration with the AMI head end system for meter provisioning.	Project Manager (Customer)
Establish detailed project plan	Project Managers (SmartWorks/Customer)
Ensure resources are available to carry out tasks defined in section 5.6 Customer Resource Involvement	Project Manager (Customer)
Engage in tasks defined in section 5.6 Customer Resource Involvement	Project team (Customer)
Ensure resources are available to perform work as defined in SOW	Project Managers (SmartWorks)

Responsibility	Role
Ensure assistance and cooperation by Third Party Vendors (including AMI, CIS and GIS)	Project Manager (Customer)
Participate in weekly project calls	Project Team (SmartWorks/Customer)
Configure Virtual Private Network (VPN) to enable customer access to the <b>SmartWorks Hosting Facility</b> (applications on the <b>SmartWorks Hosting Facility</b> may not be exposed on the internet)	IT (Customer)
Perform initial install in <b>SmartWorks Hosting Facility</b>	Infrastructure specialist (SmartWorks)
Install Software Modules as per section 2.2 and 2.3 of SOW	Consultants (SmartWorks)
Provide deliverables as defined in section 2.5 of SOW	Consultants (SmartWorks)
Provide AMI infrastructure and meter data	Metering (Customer via AMI vendor)
Provide input data for integration points as defined in section 3 Software Integrations	Project Team (Customer)
Install and configure integration points as defined in section 3 Software Integrations	Consultants (SmartWorks)
Perform functional and integration testing	Consultants (SmartWorks)
Perform User Acceptance Testing	Project team (Customer)
Provide support during User Acceptance Testing	Consultants (SmartWorks)
Perform configuration updates once training has been delivered and User Acceptance Testing is completed	Project team (Customer)

### 1.3. Related Documents

Related documents to the SOW are:

- 1) This Statement of Work is Schedule C in the Harris – SmartWorks SaaS Agreement.

## 2. SMARTWORKS COMPASS IMPLEMENTATION SCOPE

The scope of this statement of work is to implement the SmartWorks Software solution for Customer and to train the key people on the operation of the SmartWorks Software. Customer will procure and install their respective advanced meters and supporting network infrastructure.

### 2.1. Project Phases

The RPU project is comprised of two phases;

- 6 month Alpha / POC Phase (Hosted)
- 12 month Beta Phase (Hosted) / Option to convert to on-prem via change order

SmartWorks will deploy two instances of the Software at the SmartWorks Hosting Facility in the United States: 1 Test instance and 1 Production instance. For the Beta phase, the SmartWorks Software will be capable of importing, processing and storing thirty-six (36) months of data for:

- 100,000 electric residential meters producing daily register reads only for ERT meters and daily register reads & 60-minute interval data for AMI meters.
- 20,000 electric C&I meters producing 4-channel 15-minute interval reads

Each instance will be sized appropriately to manage this volume of data. An archive and purge process will be used for data older than 36 months. Archived data will be recoverable up to 10 years.

A set of test meters in the test environment will be defined by Customer as being eligible for testing functionality.

The **SmartWorks Compass** modules and implementation scope for each of these phases is detailed below.

#### 2.1.1. Alpha / POC Phase

##### 2.1.1.1. Software Modules

The following SmartWorks Software modules will be installed in the SmartWorks Hosting Facility and configured as part of the scope of this Alpha POC engagement.

- **SmartWorks Compass**, including the following modules:
  - **MeterSense MDM**

#### 2.1.2. Beta Phase

##### 2.1.2.1. Software Modules

The following SmartWorks Software modules will be installed will be installed in the SmartWorks Hosting Facility and configured as part of the scope of phase 2, Beta Phase, engagement.

- **SmartWorks Compass**, including the following modules:
  - **KPI Dashboard**
  - **Automated Connect / Disconnect**
  - **Outage Performance**
  - **Transformer Loading Analysis**
  - **Voltage Analysis**
- **SmartWorks Connect**, including the following modules:
  - **HomeConnect**

## **2.2. SmartWorks Compass Modules**

### **2.2.1. MeterSense MDM**

SmartWorks will install and configure **MeterSense MDM** module.

Module Functionality includes:

- Support meter deployment
- Reports to help ensure that meters are provisioned correctly and communicating in the field
- Monitor AMI Performance
- Report on number of reads delivered compared to AMI Service Level Agreement
- Enable Meter-to-Cash (Beta Phase only)
- Validation of reads, billing determinants and customer service support
- Alert via Meter Events
- Store and report on Tamper, Leaks, error and other meter flags

#### **2.2.1.1. Pre-Requisites & Assumptions**

- Meter reads are imported from the AMI as defined in section 3.1.1 AMI Head End Systems.
- Meter events are imported from the AMI as defined in section 3.1.1 AMI Head End System.
- Meters installation/removal are synchronized with the system of record as defined in sections 3.1.2 and 3.2.1 CIS Synchronization Integration.
- After installation of **MeterSense MDM** by SmartWorks, meter reads validation routines (VEE – Validate, edit, estimate) as defined in SmartWorks User-Guide VEE will be available for configuration.
- Data will be presented in the **MeterSense MDM** reports based on the modules identified in this Statement of Work and the availability of the data described in section 3 Software Integrations

### **2.2.2. KPI Dashboard**

SmartWorks will install and configure the **KPI Dashboard** module. The KPI Dashboard enables the user to configure one or more dashboards to display information on Key Performance Indicators (KPIs). A KPI is a metric that is represented by a single number.

For each KPI, a panel of information is available. This includes:

- Value of the KPI displayed as a numeric value, speedometer graphic or thermometer graphic.

- If a drilldown link was defined when the KPI was registered, clicking anywhere on the value will launch a window with the drilldown page.
- Color coded value (red/yellow/green), depending on settings.
- Max/min statistics and trend area.
- Secondary KPI value, where configured. If the secondary KPI value has been defined with a drilldown link, clicking on the value will launch a window with the drilldown page.

Information on a KPI can be shared via email on a scheduled basis or threshold-driven exception basis.

A set of standard KPIs are made available with the application. These are arranged into a set of standard dashboards. It may be that not all dashboards or KPIs are applicable to a utility depending on available information, modules deployed and integrations performed. Users may configure their own dashboards from the available KPI's.

#### 2.2.2.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Population of any data required for calculation of KPIs.

### 2.2.3. Automated Connect / Disconnect

SmartWorks will install and configure the **Automated Connect / Disconnect** module. The SmartWorks **Automated Disconnect / Reconnect** module uses industry standard integration approaches to tie systems together and execute these actions without the intervention of utility personnel. Utility personnel generate service orders when the customer transitions are requested or scheduled. Every day, or several times per day, SmartWorks can interrogate the customer information system to identify all the appropriate open service orders and remotely executes the service connection or disconnect operation, subject to the defined schedule.

#### 2.2.3.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place
- Meters with service switches (electric) are deployed in the field
- Integrations between AMI, SmartWorks software and enQuesta CIS as described in section 3 Software Integrations

### 2.2.4. Outage Performance

SmartWorks will install and configure the **Outage Performance** module. The **Outage Performance** module plots outage or restoration events on a map. Outage events are logged and displayed in summary and detailed reports and reason codes may be assigned. Outage Statistics (SAIDI, SAIFI, CAIDI, CAIFI) are calculated for user-definable dates and may be filtered by reason code. Process Automation rules can add the intelligent processing of outage notifications and initiation of appropriate actions.

#### 2.2.4.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place.
- Integration to be performed with AMI Head End System (HES). AMI system to provide outage notifications delivered either within a periodic batch export of meter data or in near real-time from a last gasp communication from the meter, or both.
- Synchronization with CIS or other system of record for association of meters with locations and accounts, plus the status of the account (active/inactive).
- Map views require latitude/longitude information for each meter to be available via synchronization with the system or record for this information.
- Services related to the intelligent processing of outage notifications and initiation of actions can be brought in scope using the Change Management process described in section 4.3.

### 2.2.5. Transformer Loading Analysis

SmartWorks will install and configure the **Transformer Loading Analysis** module. The SmartWorks **Transformer Loading Analysis** module identifies distribution transformers that are at risk of failure by measuring the aggregate connected load and analyzing it in relation to the optimal loading for the transformer rating.

#### 2.2.5.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place
- Population of any data required for Transformer Loading calculations, including interval reads for meters
- To enable the Transformer Load functionality, one of the utilities' System of Record documented in the **Software Integrations** section must provide:
  - transformer assets, including KVA rating
  - end point meter assets
  - date-driven relationship between transformer and location
  - date-driven relationship between end point meters and locations

### 2.2.6. Voltage Analysis

SmartWorks will install and configure the **Voltage Analysis** module. The **Voltage Analysis** module monitors voltage through the distribution network and identifies high & low voltage issues before they result in customer complaints

#### 2.2.6.1. Pre-Requisites & Assumptions

- Deployment of the **Compass Framework**, if not already in place
- Integration to be performed with AMI Head End System (HES). AMI system to provide voltage readings delivered either within a periodic batch export of meter data or in near real-time from the meter, or both.

## 2.3. SmartWorks Connect Modules

SmartWorks will deploy two instances of the **SmartWorks Connect** solution in the SmartWorks Hosting Facility: one Test instance and one Production instance.

### 2.3.1. SmartWorks Connect Platform

The **SmartWorks Connect** platform module is the administrative framework that the entire suite will work from. The users will be administered and will have the ability to manage their profiles.

List of Features:

- Administration of users
  - Search for an Existing User
  - Administrators Setup
  - CSRs Setup
  - Make changes to a customer profile
  - Integrate through CIS for direct login
  - Disallow access to certain VIP accounts (i.e. Utility Manager/Mayor/etc.)
- Configure password policy
- View and Manage Account Information
  - Registration of new accounts
  - Update Password
  - Update Email Address
  - Update Account Users
  - View Billing Information
  - Update Notification Settings
  - Deactivate **SmartWorks Connect** Account
  - Login/out of **SmartWorks Connect**
  - Switching of accounts for customers with multiple accounts
- Library Widget
  - Create a New Library Item
  - Edit an Existing Library Item
  - Feature an Existing Library Item
  - Unpublished an Existing Library Item
  - Remove an Existing Library Item
  - End user view of any published Library Item
- Manage Target Audiences
  - Search for an Existing Target Audience
  - Create a New Target Audience
  - Edit Target Audience Members
  - Remove an Existing Target Audience
- Manage Notifications (email and UI notification included in scope)
  - Create a New Notification
  - View/Edit/Remove an Existing Notification
  - Reschedule a Notification
- Manage Time of Use (TOU) Windows and Rates
- Manage Appearance of SmartWorks Connect Pages
  - Customize the General Appearance
  - Customize the Header
  - Customize the Navigation Menu
- Manage Contents
  - Customize the Page Sections
  - Customize the Marketing Footer

### 2.3.2. HomeConnect Application Module

**HomeConnect** consists of functionality that relates to the evolving requirements of the smart grid. Including display of usage history in graphical and tabular formats, content targeted for the education of users towards reducing their bills, targeted alerts and notifications based on defined thresholds and general managing of the user's home environment.

- Rate Period Indicator (For Dynamic Pricing)
- Usage Report
  - Temperature Overlay
  - Previous Period Overlay
  - Average Usage Overlay
  - Cost/Usage Based Reporting
- Usage Based Threshold Notifications
- Education Library
- Rate Comparison
- Consumption Tracker
- Dynamic Pricing Definition (Time-of-use based pricing display)

As part of the **HomeConnect** implementation the following modules will be installed and configured;

1. DataSync with CIS
2. Weather Data
3. Server Environment
4. Security Certificates
5. Integration with MDM for meter reads
6. Single sign on (if available) or user registration

## 2.4. Reporting

All standard reports available within The SmartWorks Software will be made available, for all licensed modules.

- I. No additional custom reports have been identified for delivery. However, if during the project, Customer identifies a requirement for a custom report, the services can be brought into scope using the Change Management process described in section 4.3.

## 2.5. Project Deliverables and Work Products

The following deliverables, milestones and work products are included in this project. **Deliverables** are items created during the engagement that may require formal review and approval by the customer. **Work products** are items created during the engagement that are reviewed by the customer but do not require formal approval by the customer.



### 2.5.1. Deliverables

The following list identifies the key deliverables associated with this project:

- Functional and Integration Requirements Document
- SmartWorks Software installation
- SmartWorks Software configuration
- SmartWorks Software integration as defined in section 3
- SmartWorks Software Training Delivered

### 2.5.2. Work Products

The following list identifies the key work product documentation associated with this project:

- Project Schedule
- Acceptance Criteria Document
- Test Case Scenario Checklist
- Testing Plan
- Training Plan
- Training Manual
- SmartWorks Software User Guides
- Go-Live Approach Document
- Data dictionaries

## **2.6. SmartWorks Compass Training and Discovery Sessions**

To enable users to effectively use the software both during acceptance testing and in a production capacity, SmartWorks will provide end-user training as part of this engagement. Onsite and remote training sessions will be provided the Customer as outlined in the table below.

Module	Location	Phase	Platform	Length
Kick Off meeting	Onsite	ALPHA	COMPASS	1 day
<b>SmartWorks Compass</b> Overview Session	Remote	ALPHA	COMPASS	0.5 day
Functional and Process Training	Remote	ALPHA	COMPASS	2 days
Discovery Session	Onsite	BETA	COMPASS/CONNECT	3 days
<b>SmartWorks Compass</b> Training – Beta Phase	Onsite	BETA	COMPASS	3 days
<b>SmartWorks Connect</b> Training sessions	Remote	BETA	COMPASS	10hrs
Advanced Process Automation Module Training	Onsite	BETA	COMPASS	2 days
UAT Acceptance Testing Support	Onsite	BETA	COMPASS/CONNECT	3 days

### 2.6.1. Kick off meeting

The purpose of this onsite meeting is to introduce project team members and review the MDM project at a high level. Topics include scheduling, methodology, milestones, communication plan and short term focus.

### 2.6.2. Compass Overview Session

The Overview Training is held with the core user group when initial configuration is complete. This session occurs during the Analysis phase and is held remotely.

The overview training session provides users an overview of current system functionality. Upon conclusion of this session, users are able to dive into the **SmartWorks Compass** platform and understand existing configuration.

### 2.6.3. Functional and Process Training

During the Functional and Process Training, up to 10 users will be provided training on the SmartWorks Software. System Navigation will be reviewed as well as the main business functions of the solutions. Following the functional training, the Business processes and use cases applicable to Customer will be reviewed.

Topics typically covered in this training include:

- SmartWorks Software Overview
- Data Setup

- Meter Reads & Validating, Estimating, Editing – VEE
- Billing & Customer Service Functions
- Using Maps and Reports
- Advanced Reporting
- System Administration
- Sessions specific to each **SmartWorks Compass** module defined in section 2.1
- Process Automation Overview

#### 2.6.4. Discovery Session

The purpose of the discovery session is to demonstrate existing functionality and elicit feedback for updates to functionality. Emphasis is placed on understanding existing customer business process and the impact to the process due to **SmartWorks Compass** is documented in the Functional requirement documents.

#### 2.6.5. SmartWorks Compass Training – Beta Phase

SmartWorks will provide refresher training as well as training on additional functionality introduced during the Beta Phase.

#### 2.6.6. SmartWorks Connect Training

SmartWorks recommends that **SmartWorks Connect** training be provided to CSRs and solution administrators.

SmartWorks recommends that solution administrator has the following skills and knowledge:

- Substantial understanding of the business aspects of the portal, and
- Substantial understanding of the data presented.

The following training sessions (all remote) will be provided to Customer as part of this engagement:

- **HomeConnect** Solution Overview Session (2 Hours)
- **SmartWorks Connect** Administration training Session (4 Hours) – *Recommended maximum of 10 trainees*
- **SmartWorks Connect** Platform Solution End-User Training Session (4 Hours)

#### 2.6.7. Advanced Process Automation Rules Training

The Advanced Process Automation Rules Training course is a two-day technical course on rules development designed to enable participants to become competent at developing rules for **SmartWorks Compass** modules.

The topics include:

1. Overview of Rules Engine as a tool, Lifecycle of a Rule, Rule Components

2. **SmartWorks Compass** Data Schema/Data Flow/ Rules Performance Management
  - a. Applications of Rules
  - b. AMI System Performance
  - c. Responding to VEE exceptions
  - d. Meter Events and Alarms
3. Data Analysis
4. Data Safety Practices

The course will be delivered following rules design themes so that participants understand the construction of rules and can apply those design themes to any functional application and will include hands on exercises and an exam.

The Advanced Process Automation Module Rules Training course will be delivered to up to 3 participants. The intent is to train individuals within an organization to create a “rules engine technician”, who can take business requirements from business lines develop a rule that meets the business needs. Customer should only need 1 to 3 technicians.

Competency with SQL and a basic understanding of databases are pre-requisites for participants in the Advanced Process Automation Module Rules Training course.

Customer should also have a number of “rules champions”, who represent a business unit. The rules champions will be trained on the capabilities of the Rules Engine during the Functional and Process training course. These business unit rules ‘champions’ would be responsible for finding ways to improve their business and then passing the requirements to the rules engine technician (i.e. the 1 or 2 people trained by this course). The technician creates the rule. The champion tests and signs off on the rule.

#### 2.6.8. User Acceptance Testing Support

For the Beta Phase, a SmartWorks consultant will be available onsite during 3 consecutive days to provide hands on UAT support.

### 3. SOFTWARE INTEGRATIONS

During software integration phases:

- Customer will act as or provide an integration coordinator who will be responsible for overseeing integration communications for this project.

The systems integrator role consists in securing, as required and in a timely fashion, the assistance and cooperation of third party vendors. A change order may be required if a third-party vendor is unavailable or non-cooperative and causes an impact to the project schedule or effort.

- SmartWorks will provide advice and recommendations regarding its experience and leading practice.

SmartWorks will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third party vendors. When deemed appropriate by Customer, SmartWorks will also work directly with third party vendors if direct communication will result in efficient execution of the project.

Any version changes to integrating systems that occur during the project will be reviewed by SmartWorks and may require a change order if integration updates or re-testing activities are required.

#### 3.1. Alpha / POC Phase

The following Integrations are included in the project scope for the Alpha POC and Beta phases of the project:

##### 3.1.1. AMI Head End System (Tantalus TCC version 4.05) - Electric Software as a Service (SaaS)

The SmartWorks Software will integrate with the Tantalus TUNet Control Center (TCC) AMI Head End System to:

- Import of the current day's electric readings as well as older reads that were previously missed. Interval and register read data will be received from TCC using a CMEP file format
- Import of meter event data from TCC using a CMEP file format or MultiSpeak® methods if available. Examples include alerts such as last gasp (outage notification), tamper, high voltage. Specific alarms will be defined between Tantalus and Customer.
- Voltage data will be imported in MDM following one of the Harris prescribed format.
- Where the functionality is supported by the Tantalus-equipped meters or compatible others, the SmartWorks Software will integrate with the TCC to perform On-Demand reads and Remote Connects & Disconnects using MultiSpeak® methods or a mutually agreeable API call.

If CMEP files are used for providing meter data, the files are expected to be delivered by 5:00am or an agreed upon time suitable to SmartWorks and customer in order for the SmartWorks Software to perform the VEE process. The TCC may deliver files at multiple times during the day in order to collect the maximum amount of meter data.

It is assumed that the TCC head end system will be installed and commissioned in time for SmartWorks to perform its development and testing activities. It is also assumed that there will be sufficient numbers of test meters to support these activities.

### 3.1.2. Customer Information System (CIS) (S&S enQuesta v.4.5)

In collaboration with Customer or Customer's agent(s), Consultant will provide the following integrations with Customer's CIS. The integrations will require on-going support from the CIS vendor through the SmartWorks integration project.

#### 3.1.2.1. CIS Synchronization Integration

Import of customer and meter data into the SmartWorks Software for validation of AMI data. A daily full periodic synchronization activity will occur.

The minimum information to be provided from the CIS will include the following:

	SmartWorks Compass
List of meters with identifiers, meter types, etc.*	X
List of location(account) numbers, service addresses	X
Meter latitude and longitude information	X
Customer ID/Location ID.	X
List of account number, addresses, list of meters, Account class/billing cycles information/billing schedules.	X
A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X

\*It is expected that when a radio is installed or removed from a meter, a cross reference between meter ID and associated radio ID will be maintained in the CIS and provided during DataSync.

This integration will be established using a flat file transfer. The flat files will be developed by the CIS vendor or another agent of Customer. The initial file specifications will be provided to Customer. The files must be available on the Customer CIS prior to commencement of integration work.

Depending on Customer requirements, the synchronization will occur between 1 to 3 times per day and will be scheduled to occur after the CIS Customer database has been updated.

**Note:** Integration with the AMI head end system for the purpose of facilitating synchronization of the meter status between the AMI head end system and CIS is not included in the scope of this project. This integration enables the identification of meters that should be transmitting data to the MDM. It is therefore assumed that a

direct integration will be made between the AMI head end system and the CIS. It is expected that Customer and AMI provider will work collaboratively to develop this integration.

**3.2. Beta Phase**

The following Integrations are included in the project scope for Beta Phase:

3.2.1. Customer Information System (CIS) (S&S enQuesta v.4.5)

Deeper interface with enQuesta (supporting Service Order workflow automation).

3.2.1.1. CIS Synchronization Integration

During the Beta Phase, additional CIS fields may be required in DataSync in order to meet customer requirements. These fields will be defined during the discovery sessions.

At minimum, the following fields will be required for the additional scope included in the Beta Phase:

	SmartWorks Compass	SmartWork s Connect
A date-driven cross reference between meter and location number (i.e. when a meter is installed and removed from a location)	X	X
Service Bill Code, Location Class (Service Category) for demographic profiling	X	X
Customer Account information (such as account name, account ID, occupant code, address, customer name, etc.)		X
A date-driven cross reference between account and location (i.e. customer move in/out information)		X

This integration will be established using flat file interface developed during the Alpha phase or using database views that will be queried by The SmartWorks Software. The database view will be developed by the CIS vendor or another agent of Customer. The initial view specifications to configure will be provided to Customer. The views must be enabled on the Customer CIS prior to commencement of Beta integration work. The database views will provide data for electric accounts.

Should decoding of values be required, there will be no additional charges.

### 3.2.1.2. Billing Interface (MultiSpeak®)

Customer will initially bill using register reads, not time-based determinants for most meters.

Where TOU blocks/buckets are used for billing, TOU register reads will be calculated within **SmartWorks Compass**, based on the following information:

- TOU schedule configured by Customer within **SmartWorks Compass**
- Interval data provided by AMI meters

S&S enQuesta and The SmartWorks Software will use a MultiSpeak® web service (synchronous SOAP call) call to request and receive the latest available read. S&S enQuesta V 4.5 will apply the correct rate to each register.

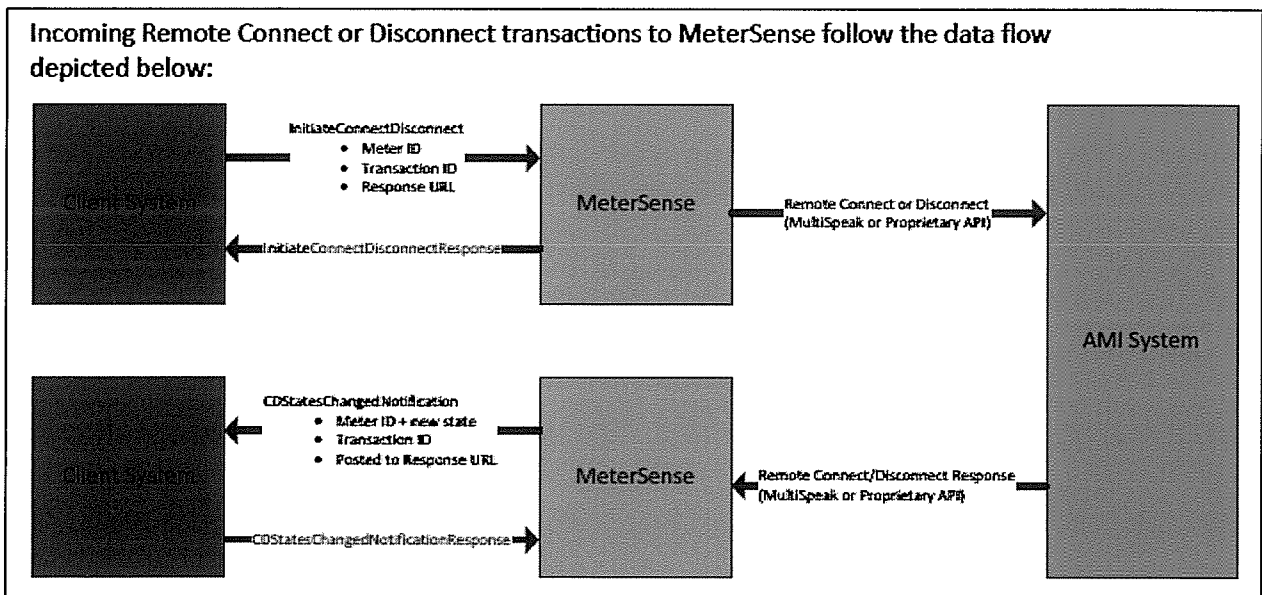
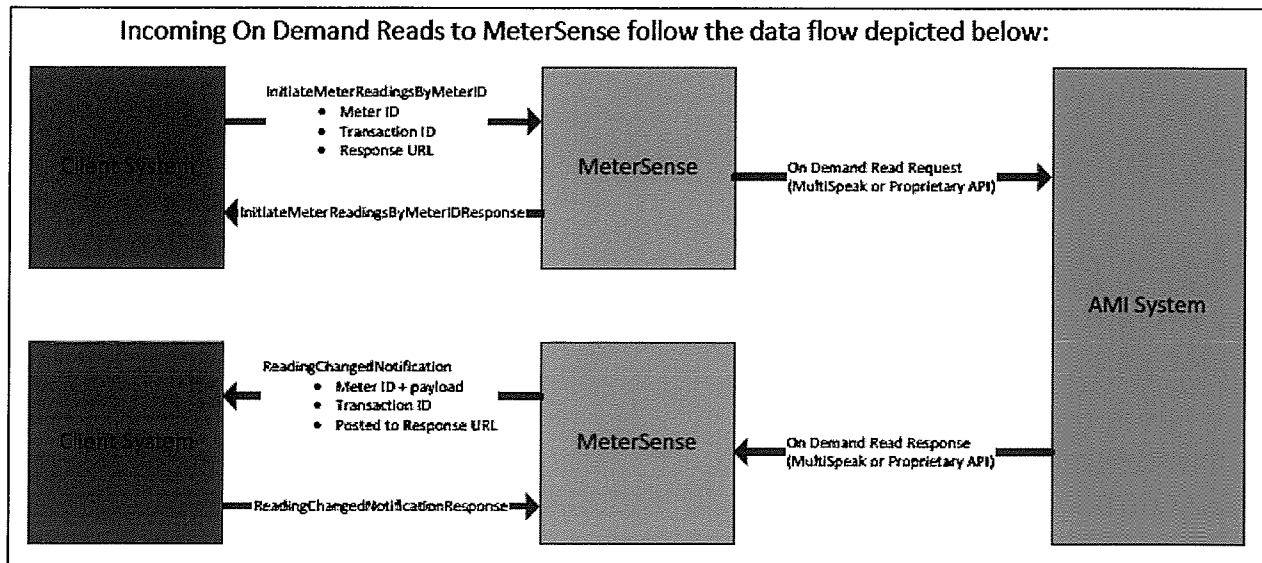
The SmartWorks Software will also support City's Net Billing. Net billed customers have meters with multiple registers. For these customers, the MultiSpeak® calls will contain records for both registers and The SmartWorks Software will provide the information for each register as received from the AMI. The SmartWorks Software will not perform the activity to calculate a net usage.

### 3.2.1.3. Meter Action Initiation

Provide the ability for a user to use the CIS to initiate a remote meter action (on demand read, meter Connect/Disconnect)

MultiSpeak® methods will be used to accomplish this integration. The SmartWorks Software will act as the server end of MultiSpeak® an asynchronous command for a remote meter action from the CIS. The SmartWorks Software will broker the transaction by integrating with the AMI head end system.





### 3.2.1.4. Service Order Integration

The SmartWorks Software will have a MultiSpeak® interface with the CIS that allows the Process Automation rules to create, modify, close service orders

As part of the scope of this integration, SmartWorks will deliver up to 2 business rules that will each enable the automation of 1 Service Order type and 1 resulting action. These rules will be defined during Discovery.

For example:

- Create a Service Order as a result of a Tamper Alert, after confirming corresponding open SOs do not already exist for this meter.
- Create a Service Order as a result of a non-communicating meter, after confirming corresponding open SOs do not already exist for this meter.

### 3.2.1.5. Customer Portal Integration

The SmartWorks Software, **HomeConnect**, will integrate with the existing RPU WebConnect portal via single sign-on. Specifications for Connect – Single Sign-On can be found in Appendix B.

Note: this single sign on process will replace any registration processes within **SmartWorks Connect**.

## 3.3. Geographic Information System (GIS) Integration - ESRI

### 3.3.1. Base Map

The SmartWorks Software will be configured so that meter data will be overlaid on top of one or more ESRI “Base Maps” via URL live link. With this capability, the Customer will be able to view meter data together with their other data layers within The SmartWorks Software.

Customer will create URL and provide a custom base map to SmartWorks for configuration of **MeterSense**. This scope of integration assumes Customer is hosting ESRI on a web server and can provide a URL.

### 3.3.2. Transformer DataSync

If GIS is the system of record for the transformer to location relationships, SmartWorks Compass will require data from the GIS to support the transformer loading analysis. GIS will be required to provide transformer asset data as per table below. This integration will be established using a flat file transfer.

	Compass
Transformer assets, including kVA rating	X
Relationship between transformer and location	X
Meters to feeder relationships and corresponding multipliers	X

Any further GIS integration is not included in the scope of services for this project.

### **3.4. The Weather Network**

The SmartWorks Software will integrate weather data services with daily feed of observed weather data received from the Weather Network weather station determined to be closest to Customer's location.

The following weather data, if provided by the weather station, will be imported into The SmartWorks Software:

- Temperature (Hourly)
- Humidity (Hourly)
- Wind Speed (Hourly)
- Wind Direction (Hourly)
- Weather Conditions (Hourly)
- Precipitation (Daily)

This data is automatically downloaded from SmartWorks' data provider for a weather station or stations in the customer's service area and is automatically inserted into the SmartWorks Software database.

## **4. PROJECT MANAGEMENT APPROACH**

### **4.1. Communication/Relationship Management Approach**

Communication Management is the cornerstone of any project and a well-structured communication plan is a must from the beginning. Regular, or ongoing, communications include those opportunities to communicate with project team members, sponsors, steering committee members, and other key stakeholders on a regular basis. These types of communication include regular status reports, scheduled project team meetings, monthly updates with the steering committee or with executive project sponsors on a project.

During the Project Kick-Off meeting, a Communication Plan will be presented and reviewed with Customer staff based on the following Communication Strategy:

#### **Goals of Communication Strategy**

- Keep people informed on project status
- Focus on communication to effectively prepare Customer for their software rollout
- Focus on communication to build support for project
- Monitor effectiveness of communication

#### **Guiding Principles**

- Clear messages using simple language
- Openness, honesty, credibility, and trust in all communications
- Two-way communication, with feedback valued and asked for
- Project Team and Management ownership of the communication program
- Ongoing commitment to the communications process

#### **Effective Communication Guidelines**

- There are multiple audiences for project communications
- Communication needs to be
  - Tailored to specific groups
  - Regular and informative
  - Real-time and relevant

- Communication content needs to be of interest to the target audience

Following is the proposed communication plan for the project:

What	Who / Target	Purpose	When / Frequency	Type/Method(s)
Project Kick Off	All stakeholders	Communicate plans and stakeholder roles/responsibilities.	At or near Project Start Date	Remote Meeting
Status Reports	All stakeholders and Project Office	Update stakeholders on progress of the project.	Weekly	Distribute electronically using agreed Status Report template
Team Meetings	Entire Project Team.	To review detailed plans (tasks, assignments, and action items) and risks.	Weekly for entire team.	Meeting Review Project Plan, Status Reports, and Risk Log.
Project Management Status Meetings	Sponsor(s) and Project Manager (SmartWorks, Customer, AMI Vendor, CIS Vendor)	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Weekly	Meeting
Executive Sponsor Meetings	Executive Sponsor(s) and Project Manager	Update Sponsor(s) on status and discuss critical issues. Seek approval for changes to Project Plan.	Monthly	Meeting

#### **4.2. Work Management Approach**

Work will be managed through the use of the Project Schedule. The SmartWorks Project Manager will have the responsibility to create and maintain the project schedule for the modules and integrations listed in this Statement of Work. It is expected that Customer Project Manager will work in conjunction with the SmartWorks Project Manager to ensure that key Customer activities that impact the project are also contained in the project plan.

During and after the Solution Acceptance Testing phase, the SmartWorks TeamSupport solution will be used to track project issues such as bugs or other lower level action items. The entire project team (SmartWorks / Customer) will have access to TeamSupport.

#### **4.3. Change Management Approach**

This document serves as the complete understanding, between Customer and SmartWorks, as to what the current Statement of Work entails. Customer and/or SmartWorks may propose changes to the scope of work defined in this document (“Change”). The Change Order Form (Appendix A must be used for all Change requests. SmartWorks shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order Form signed by the designated representatives from both parties.

Upon a request for a change, SmartWorks shall submit the standard Change Order Form describing the change, including the impact on the schedule, budget, scope and expenses. The Change Management Process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit Change Order for Approval / Disapproval
- Communicate Change Order Decision
- If Change Order is Approved:
  - Assign responsibility
  - SmartWorks to update project plan as needed
  - If there are project delays due to Change Request, SmartWorks may create subsequent Change Requests to address those delays
  - Monitor and report progress

Within fifteen (15) consecutive business days of receipt of the Change Order Form, Customer shall either:

- Accept the proposed change by signing the Change Order Form, or
- Reject the proposed change and inform SmartWorks Project Manager via email.

If SmartWorks is advised not to perform the change, or in the absence of Customer acceptance or rejection within 15 days, then SmartWorks:

- Will not perform the proposed change and will proceed only with the original services
- May create new Change Request to accommodate the expenses incurred during the discussion of the proposed change. This may happen only in cases where:
  - Customer takes longer than 15 days to reach the decision, or
  - Customer does not reach a decision, and/or if overall project timeline, budget or scope are affected.

#### **4.4. Risk Management Approach**

Risk Management Planning is an important part of project management and a core component of the SmartWorks Project Implementation Methodology. Risk Management planning is about defining the process of how to engage and oversee risk management activities for a project. Having a viable plan on how to manage risk allows one to mitigate risk versus attempting to decide in the midst how to handle a risk. The earlier Risk Management planning is engaged within the project increases the probability of success of all risk management activities. Risk Management planning will be initiated at the start of the project by having the initial discussion with Customer prior to, or during the Project Kick-off meeting.

Risks can be raised by any project stakeholder, including project team members, Customer, third-party integrators, or vendors during the project.

Risks will be entered on the Risk Log and categorized by type and priority. The Project Manager will investigate the Risk and, if necessary, will update the Risk Log with background information to place the Risk in perspective.

At a minimum, the following information will be captured and tracked for all Risks:

- RISK ID - each risk should have a unique ID
- TITLE – short description of the risk (usually a few words or a sentence, helpful when reporting risks)
- DESCRIPTION – complete description of the risk, the more details the better
- IMPACT – impact to the project and/or business in terms of money, time, and/or quality
- PROBABILITY – indicate the probability of the risk
- SEVERITY – risk severity (typically values could be “critical”, “high”, “medium”, “low”)
- TYPE – type of risk (e.g. technical, process, organizational, etc.)
- RISK MITIGATION PLAN – detailed description of actions (including dates and owners) required mitigating the risk.
- STATUS – current status of the risk (typical values are “open” or “closed”)

The following Risk Matrix will be used to establish the severity of risk:

<b>PROBABILITY</b>	High (3)	3	6	9
	Medium (2)	2	4	6
	Low (1)	1	2	3
		Low (1)	Medium (2)	High (3)
		<b>IMPACT</b>		

Throughout the duration of the project, as risks are identified they will be added to the Risk Log and will be reviewed at weekly Status Meetings with the team to determine the possibility of occurrence and the best plan for mitigation.

If identified risk(s) and/or mitigation strategies are deemed to have an effect on project timeline, or budget, or scope, a Change Request may be created, as per section 4.3, to address those concerns.

Based on SmartWorks’ experience, the following have been identified as dependencies that could have negative effect on project timeline, cost and/or scope and could become potential risks:

- VPN ports not opened for SmartWorks personnel and for communication between integration points
- AMI not ready on time, or not sending the data
- Data source not ready for DataSync
- Resources not available to provide required information

Early engagement and commitments on timelines by all parties can significantly reduce risks linked to the above dependencies.

#### **4.5. Acceptance Management Approach**

In collaboration with Customer, SmartWorks will develop and maintain a central listing of all Deliverables and Work Products to be completed throughout the project “**Deliverable Acceptance Criteria Document**”. The Deliverable Acceptance Criteria Document will also set forth the acceptance criteria for each deliverable (“**Deliverable Acceptance Criteria**”).

A baseline version of the Deliverable Acceptance Criteria document will be created through a combined effort between SmartWorks and Customer during the Solution Definition phase. The Deliverable Acceptance Criteria Document will be reviewed with Customer regularly and updated to record the approval of the deliverables as they are accepted. The approvals of the deliverables in the Acceptance Criteria document will constitute final system acceptance.

A core component of the Deliverable Acceptance Criteria Document will be the execution of the test plan and test cases. The Testing Plan, also created in the Solution Definition phase, and the Test Case Scenarios, created during the Solution Construction phase, are customized specific to the implementation for Customer. The Test Plan and Test Case Scenarios are used for testing and will be provided to Customer for their own review and testing of the system. SmartWorks implementation team and Customer staff will work as a team to ensure that exhaustive testing is carried out. During the Solution Validation phase, when the system testing is being executed, the project team will be meeting to review the testing status and ensure that scheduled testing is being carried out.

Once system testing has been completed, and Customer staff has been trained on the system, Customer staff will have the necessary tools to review the system for acceptance. Customer will have access to its own instance of the SmartWorks Software, loaded with their data, to train and test on. SmartWorks consultant assigned to Customer will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation when needed.



## 5. DELIVERY APPROACH

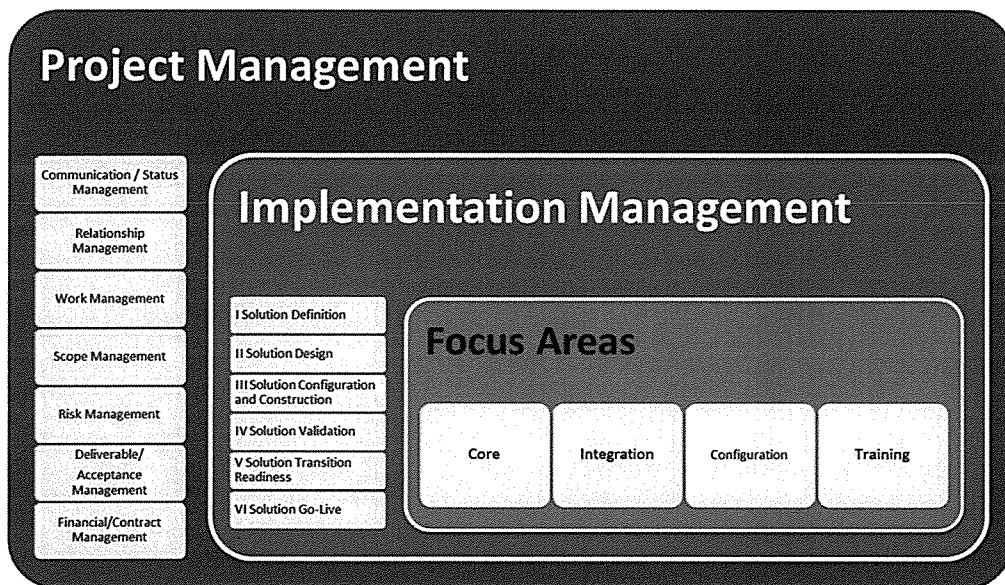
### 5.1. Implementation Approach – Phases, Deliverables, Key Milestones

Based on SmartWorks' understanding of Customer requirements and SmartWorks' experience gained through the implementations of the SmartWorks Software Solution at various Customers across North America and to ensure the successful implementation of the SmartWorks Software Solution at Customer, the SmartWorks Project will leverage SmartWorks' Implementation Methodology which has been honed and perfected over the company's long history to successfully guide project implementation from Definition to Go-Live.

### 5.2. Implementation Methodology

The SmartWorks Methodology is based on the following guiding principles:

- *Promote and foster customer ownership of solution;*
- *Establish and maintain consistent and regular touch-points with Customer;*
- *Ensure that project performance is visible, measurable, tracked and risks identified and mitigated – No Surprises!; and*
- *Seek to minimize customer cost and time while still achieving engagement objectives.*



**Figure 1: Implementation Methodology**

The Implementation Methodology consists of two main areas: **Project Management** and **SmartWorks Software Implementation Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require Customer sign-off;
- Work Products that are outputs produced as part of the work required to achieve the desired engagement goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how Engagements are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating engagement status and effort spent;
- **Relationship Management** aimed at measuring the pulse of Customers and partners;
- **Work Management** aimed at capturing and monitoring effort, cost and work to be performed;
- **Scope Management** aimed at defining and controlling project scope;
- **Risk Management** aimed at planning, mitigating, tracking and monitoring risks;
- **Deliverable/Acceptance Management** aimed at ensuring that expected deliverables are delivered and accepted; and
- **Financial/Contract Management** aimed at monitoring project financial health.

The **Implementation Management** area defines the Implementation Phases and associated work products and deliverables that are part of this engagement. The implementation phases are defined in the following table:

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
<b>Initiation and Build</b> <i>Key Milestones</i> <ul style="list-style-type: none"> <li>• <i>Kick-Off Meeting Held</i></li> <li>• <i>Project Plan Reviewed/Updated</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To Kick-Off engagement and establish successful working relationship.</i></li> <li>• <i>To obtain detailed agreement on Project Plan</i></li> <li>• <i>To install and perform base configuration work</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Kick-Off Meeting</i></li> <li>• <i>Implementation Questionnaire</i></li> <li>• <i>Acceptance Criteria Document</i></li> <li>• <i>Initial Configuration complete</i></li> <li>• <i>Physical Architecture Recommendation</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>SmartWorks Software installation</i></li> <li>• <i>Software Overview Training Session</i></li> </ul>
<b>Analysis</b> <i>Key Milestones</i> <ul style="list-style-type: none"> <li>• <i>Integration Documents signed</i></li> <li>• <i>Functional Requirement Documents signed</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To demonstrate base configuration functionality</i></li> <li>• <i>Conduct discovery workshops</i></li> <li>• <i>To obtain an agreement on What is remaining to be delivered</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Discovery Workshop(s) Summary</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Functional and Integration Requirements Document</i></li> </ul>
<b>Development</b> <i>Key Milestones</i> <ul style="list-style-type: none"> <li>• <i>Solution Feature / Code / Configuration Complete</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To configure according to requirements and build the solution components</i></li> <li>• <i>To write associated test cases that customer would execute for acceptance of the solution.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Test Scenarios / Cases</i></li> <li>• <i>User Acceptance Test Scripts</i></li> <li>• <i>Base Solution Installed and configured</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>SmartWorks Software configuration</i></li> <li>• <i>SmartWorks Software integration</i></li> </ul>

Implementation Phases	Objectives	Key Work Products and Activities	Deliverables
<b>Testing</b> <i>Key Milestones</i> <ul style="list-style-type: none"> <li>• <i>User Acceptance Completed</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To move the solution to a known state of quality and ready for deployment.</i></li> <li>• <i>To train customer on their solution.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Functional Testing Results</i></li> <li>• <i>Integration Testing Results</i></li> <li>• <i>User Acceptance Test (UAT) Results</i></li> <li>• <i>Accepted Solution per UAT</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Functional and Process Training</i></li> <li>• <i>User Acceptance Testing Support</i></li> </ul>
<b>Deployment</b> <i>Key Milestones</i> <ul style="list-style-type: none"> <li>• <i>Solution Live</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>To move the solution into a production environment state and transition support to the operations team.</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Solution Live</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Installation Acceptance</i></li> </ul>

To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for key project activities such as Discovery Workshops where face-to-face is deemed more effective for a successful project. Throughout the project, SmartWorks project team will be engaged with Customer using WebEx sessions to review configuration work and provide remote support.

**5.3. Implementation Timeline**

The estimated duration to implement this scope is approximately 6 months Alpha phase followed by an approximate 12-month Beta Phase, based on our current understanding of the requirements.

The actual duration and scheduling of project activities will be evaluated during the Initiation/Definition phase and a detailed project plan will be jointly created and base-lined at that time.

A baseline plan will be delivered within 14 calendar days of project kickoff meeting allowing Customer an opportunity to review project plan over the next 7 days. If no response is received the plan will be deemed to be accepted by Customer. If Customer does not agree to proposed project plan, Customer and SmartWorks will work collaboratively to develop a mutually agreeable plan within a reasonable timeline.

The project plan will include a project completion date (the date where project is completed as defined in section 5.7). The project plan will be reviewed periodically during the project and may be revised. Changes to the Project Completion date will require a Change Order.

## 5.4. Validation/Testing Approach

Systems Testing is an activity that is addressed through all Phases of the SmartWorks Software Implementation Methodology but is the focus of the Solution Validation Phase.

To ensure that a quality Solution is delivered to Customer, the Implementation Methodology includes a Validation Phase focused on validating that the configured and developed Customer Solution performs per agreed upon requirements for each module in alpha and beta. The Validation Phase includes three main testing activities:

- **Functional Testing** to test the core Solution components (Configuration, Interfaces, Reports, and Modifications) against agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and scenarios developed during the construction phase.
- **Integration Testing** to test the end-to-end process based on business processes and scenarios developed during the construction phase.
- **Solution Acceptance Testing** to provide Customer the opportunity to validate that Solution behaves per agreed upon requirements as defined in the Functional and Integration Requirements Document based on the test cases and selected scenarios collaboratively developed with Customer during the construction phase. Solution Acceptance Testing sign-off per agreed upon criteria is necessary to move to GO-LIVE.

The progress for performing the three testing activities will be summarized in a table describing the test characteristics “**Test Matrix**”. At a minimum, the Test Matrix will include the following information:

- The test name
- The objective for performing the test
- A Description of the steps required to perform the test “**Test Script**”
- The expected result that will demonstrate the test is successful “**Test Acceptance Criteria**”
- The actual result observed after performing the test “**Test Result**”

Prior to commencing Functional Testing and Integration Testing activities, the Test Scripts and Test Acceptance Criteria will be documented in the Test Matrix by SmartWorks using test scripts that have been defined by SmartWorks.

While performing testing activities, the tester will update the Test Matrix with the Test Result and will make a determination as to whether the result meets the Test Acceptance Criteria.

Functional Testing and Integration Testing will be performed by SmartWorks. Solution Acceptance testing will be performed by Customer with support from SmartWorks.

### 5.4.1. Solution Acceptance Testing Procedure

Once Functional Testing and Integration Testing have been completed, and Customer staff has received Functional Process Training, Customer staff will have the necessary tools to perform Solution Acceptance Testing.

Prior to commencing Solution Acceptance testing activity, the Test Scripts and Test Acceptance Criteria will be documented in the Test Matrix by SmartWorks collaboratively with Customer.

Customer will have its own instance of The SmartWorks Software, loaded with its data, to train and test on. The Application SmartWorks assigned to Customer will provide the documents and training of the system to the staff. Training will be conducted onsite and using WebEx sessions, phone calls and documentation as needed.

Customer will have a defined period of time to perform Solution Acceptance Testing on the Software (including testing in a live production environment) (the “Acceptance Testing Period”). The length of the Acceptance Testing Period will be defined in the Detailed Project Plan. This Solution Acceptance Testing Period will begin upon formal written notification from SmartWorks to Customer that the SmartWorks Software has been configured and is ready for testing. During such Acceptance Testing Period, both Parties shall work diligently and dedicate the appropriate resources to conclude the evaluation in a timely and efficient fashion.

If the Software substantially meets the Functional and Integration Requirements Document, and substantially satisfies the testing criteria set forth in the Solution Acceptance Test Matrix (together the “Solution Acceptance Criteria”), Customer will provide SmartWorks with written acceptance notice thereof, and the date of such notice to be the “Actual Solution Acceptance Date”.

In the event Customer determines that the results of a test do not meet the Solution Acceptance Criteria, following the initial Solution Acceptance Testing cycle, Customer will provide SmartWorks with written notice thereof, specifying in reasonable detail how the Software failed to meet the Solution Acceptance Criteria. If Customer delivers to SmartWorks such notice of retesting, SmartWorks shall make all necessary corrections, repairs, fixes, modifications, or additions to or replacements of all or any part of the rejected Software so that it conforms to and performs in accordance with the Solution Acceptance Criteria. SmartWorks will have a defined period of time “Correction Period” to correct any deficiency, after which the Solution Acceptance Testing will be resumed. The Correction Period will be defined in the Detailed Project Plan.

Should the Customer require additional testing outside of SmartWorks’ standard testing routines, such as for Disaster Recovery, these can be brought into scope via Change Order.

In the event retesting is required by Customer, the Solution Acceptance Testing process will then be repeated.

Customer shall not reject or fail to accept the Software based on any Severity 3 issues, as defined in the table below;

Severity Level	Description
1	<ul style="list-style-type: none"> <li>• <i>System Down (Software Application, Hardware, Operating System, Database)</i></li> <li>• <i>Program errors where there is no reasonable alternative available to Customer to continue its business, operations or services utilizing Software</i></li> <li>• <i>Incorrect calculation errors impacting 10% of records</i></li> <li>• <i>Error messages preventing data integration and update</i></li> <li>• <i>Performance issues of severe nature impacting critical processes</i></li> <li>• <i>Security Issues</i></li> </ul>
2	<ul style="list-style-type: none"> <li>• <i>Program errors where there is a reasonable alternative available to Customer to continue its business, operations or services utilizing the Software Calculation errors impacting less than one-third of records</i></li> <li>• <i>Reports calculation issues</i></li> <li>• <i>Performance issues not impacting critical processes</i></li> <li>• <i>Usability issues</i></li> <li>• <i>Workstation connectivity issues (Workstation specific)</i></li> </ul>
3	<ul style="list-style-type: none"> <li>• <i>Training questions, how to, or implementing new processes</i></li> <li>• <i>Aesthetic issues</i></li> <li>• <i>Issues where there is a reasonable alternative available to Customer to continue its business, operations or services utilizing the Software for a large majority of the cases</i></li> <li>• <i>Recommendations for enhancements on system changes</i></li> <li>• <i>Questions on documentation</i></li> </ul>

In the event that Customer fails to notify SmartWorks in writing of any deficiency in a test result, acceptance shall be deemed to have occurred upon the expiration of the applicable Acceptance Testing Period. During the Acceptance Testing Period, Customer may in collaboration with SmartWorks, acting reasonably, extend the Acceptance Testing Period, the Correction Period, and the Expected Solution Acceptance Date (such that the extended Acceptance Testing Period shall expire on the revised Expected Solution Acceptance Date).

### 5.5. Software progression and configuration management

During the course of the project, updates are performed as described in the table below

Phase(s)	Environment	Updates	Details
<b>Initiation and Build Analysis Development</b>	Pre-prod	Configuration	Performed on an ongoing basis by SmartWorks implementation team. No Customer approval required.
		Software updates	Performed on an ongoing basis by SmartWorks implementation team. No Customer approval required.
		Software upgrades	<b><i>Not performed without prior agreement between SmartWorks and Customer.</i></b>
<b>Testing</b>	Pre-prod	Configuration	Performed to address issues raised as a result of UAT.
		Software updates	Performed to address issues raised as a result of UAT. Release notes will be available upon request.
		Software upgrades	Not performed.
<b>Deployment</b>	Pre-prod	Configuration	Performed for items related to Go-Live deployment activities
		Software updates	Not performed, unless issues found during Go-Live deployment activities. <b><i>Requires agreement between SmartWorks and Customer.</i></b>
		Software upgrades	Not performed.
<b>Deployment</b>	Test*	Configuration	Can be performed by Customer to test additional configurations for Post Go-Live
		Software updates	Not performed, unless exception scenario is encountered. <b><i>Requires agreement between SmartWorks and Customer.</i></b>
		Software upgrades	Not performed.
<b>Post Go-Live</b>	Pre-prod & Test	Configuration	See Standard Support and Maintenance Services within the SaaS agreement
		Software updates	See Standard Support and Maintenance Services within the SaaS agreement
		Software upgrades	See Standard Support and Maintenance Services within the SaaS agreement

\*Once the Test system is setup during the Deployment phase, the migration of items (configuration, updates or upgrades) from Test to Production will be evaluated for each scenario and a plan will be agreed upon between Customer and SmartWorks.

## **5.6. Customer Resource Involvement**

SmartWorks strongly believes that a successful implementation project requires that both Customer and SmartWorks resources work openly and collaboratively towards a common objective. As such, Customer's involvement will be required through all phases of the implementation project. SmartWorks also believes that the involvement of key Customer resources will help with the Organizational Change Management activities that are essential to obtain acceptance of the new solution.

The factors that will determine the size of Customer' team includes the following:

- The level and expertise of the each of Customer Project Core Team members;
- The ability of Customer Project Manager to make decisions regarding the project;
- Whether current job-responsibilities will interfere with Core Team responsibilities;
- The amount of business reengineering that Customer determines is necessary; and
- The number of personnel that Customer will use to run their operation's system, which in turn affects the amount of training needed.

Based on SmartWorks' experience with other clients, the following list outlines the anticipated involvement of Customer throughout the implementation project:

### **Phase I: Initiation and Build**

1. Work with the SmartWorks to develop the Project Schedule
2. Identifying users of the solution.
3. Complete the Implementation Questionnaire provided by SmartWorks. This questionnaire provides SmartWorks with the technical and environmental details required to configure the SmartWorks Software.
4. Ensure that any third parties required for the success of this engagement such as the AMI and CIS have been informed and that they are ready to participate and contribute on an as required basis.
5. Installing VPN connection.
6. Assist with ensuring that The SmartWorks Software is accessible from within Customer environment.

### **Phase II: Analysis**

1. Ensure the staff members that have been identified to participate in Discovery session(s) are available on dates agreed to and scheduled.

### **Phase III: Development**

1. Provide and ensure all required Technical Staff are available on dates agreed to and scheduled.
2. Create User Acceptance Detailed Plan.



## Phase IV: Testing

1. Determine the appropriate staff to be trained.
2. Ensure the staff members that have been identified to participate in the training sessions are available on dates agreed to and scheduled.
3. Assist with Functional / Integrated Testing.
4. Conducting User Acceptance Testing.
5. Log issues found in the SmartWorks TeamSupport system (a web based issue tracking system). The calls logged in TeamSupport will be addressed by SmartWorks consultants per triage and priority.
6. Work with SmartWorks to develop a Go-Live Plan Document

## Phase V: Deployment

1. Assist in activities as defined within the Go-Live Plan Document.

### **5.7. Engagement Completion Criteria**

The Implementation Engagement is deemed completed once the following criteria has been met:

- An agreed upon sample of AMI meters representing different meter types and location classes have been installed and tested during Solution Acceptance testing, within the project timeline indicated in section 5.3.
- Solution Acceptance has been complete
- SmartWorks Software Functionality within scope of this SOW has been deployed for a minimum of 30 calendar days "Post Implementation Grace Period"
- Severity Level 1 issues identified during the Post Implementation Grace Period have been addressed. The severity matrix table presented in section 5.4.1, defines the severity level 1 issues

Customer will be transitioned to support upon completion of beta. Severity Level 2 and 3 issues logged in TeamSupport within the first 3 weeks of the Post Implementation Grace Period will be reviewed by the Implementation Team prior to the transition to support and if possible, will be addressed prior to the end of the Grace Period. After the transition to support all outstanding Severity Level 2 and 3 issues will be addressed following the Master Support and Maintenance Agreement.

## 6. ASSUMPTIONS

The Services, fees and delivery schedule for this engagement are based upon the following assumptions:

1. **This SOW defines the scope of work for SmartWorks and does not include any work or expenses required from other Vendors including GIS, AMI, CIS etc.**
2. This engagement currently has, and will continue to have, the support of senior Customer management and will be assigned sufficient priority with respect to other project to ensure its success.
3. Customer will assign a lead to act as an internal resource and guide throughout this engagement.
4. Customer will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required, provided SmartWorks gives reasonable notice of such request.
5. Customer agrees to facilitate any required logistics between additional vendors, Customer resources and SmartWorks for the fulfillment of this agreement.
6. Customer will secure, as required and in a timely fashion, the assistance and cooperation of Third Party Vendors (e.g. CIS, AMI, OMS) to ensure a successful implementation. A Change Order may be created if the Third-Party Vendor is unavailable or non-cooperative and as such results in an impact to the schedule or effort.
7. Third Party Vendors Solutions are able to provide information required by the SmartWorks Software as well as accept information provided by the SmartWorks Software.
8. All third-party software and hardware products are assumed to perform correctly in Customer environment, in accordance with the appropriate third-party vendor's specifications.
9. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise SmartWorks as such.
10. All hardware, software, and network components supplied by Customer are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
11. To minimize project costs, the majority of project work will be performed at one of the SmartWorks' locations except for project activities where face-to-face is deemed more effective.
12. Customer will provide the appropriate monitored remote access to its network, facilities, and systems as may be required to perform activities from one of SmartWorks' locations. SmartWorks shall abide by all rules and directions of Customer when accessing Customer's network, facilities or systems. A Change Order may be created if appropriate remote access to its network is not available, resulting in project delays.
13. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to SmartWorks during this engagement for review and consideration.


**7. DOCUMENT ACCEPTANCE AND SIGNOFF**

Accepted on this day by:

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

N. Harris Computer Corporation,  
a Public Corporation

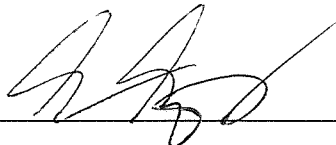
By: \_\_\_\_\_  
City Manager

By:  \_\_\_\_\_  
Jeff Bender  
[Printed Name]

Attest: \_\_\_\_\_  
City Clerk


CEO  
\_\_\_\_\_  
[Title]

Certified as to Availability of Funds

By:  \_\_\_\_\_  
CFO/Treasurer

By: \_\_\_\_\_  
\_\_\_\_\_  
[Printed Name]  
\_\_\_\_\_  
[Title]

Approved as to Form:

**APPROVED AS TO FORM:**  
BY:  \_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

By: \_\_\_\_\_

Assistant City Attorney

## APPENDIX A– CHANGE ORDER TEMPLATE

### Harris Utilities SmartWorks Change Order

This document defines the work to be performed by the Harris Utilities, SmartWorks division of N. Harris Computer Corporation (Herein referred to as “SmartWorks”) for the City of Riverside on behalf of Riverside Public Utilities (“RPU”) (Herein referred to as “Customer”), upon authorization to proceed from Customer.

**Date:** <Date>

**Change Order #:** <xx>

**Customer:** <Customer>

**Customer Contact:** <Name of Requester/Technical Contact>

**Description of Change:** <Title of Change Order>

#### Related Documents

1. This Change Order is subject to the terms and conditions of Software License, Support and Maintenance Agreement between the City of Riverside and N. Harris Computer Corp. signed <date signed>
2. This Change Order describes a change from the scope or schedule defined in <Statement of Work (SOW) details>
3. (other related documents such as Technical Specification Documents)

#### Scope of Change

<Describe changes to be made>

#### Assumptions and Constraints

1. <List any applicable assumptions/constraints>

#### Schedule Impact

<Identify schedule impact, if any>

### Change Order Effort

Description	Estimated Effort (Hours)
Work Description 1	0
Work Description 2	0
<b>Project Total</b>	0

### Change Order Fees

#### **Support and Maintenance**

Monthly Support & Maintenance fees may be adjusted based on the increased functionality or complexity resulting from this scope of work.

#### **Taxes**

Fees exclude any applicable taxes.

#### **Validity**

The price estimate is valid for a period of 30 days from the quote submission. Customer may request this date to be extended.

#### **Scope Changes**

If there are material changes to the scope or our understanding of the scope, the price estimate is subject to change:

- The Standard hourly rate for additional services is USD \$220.
- The Support & Maintenance fees may be adjusted accordingly as well.

### Change Order Payment Schedule

Customer will be invoiced based on the following payment fees and schedule. All prices are in USD.

Description	Payment	
(Milestone A TBD)	X%	\$0.00
(Milestone B TBD)	X%	\$0.00
<b>Total</b>	<b>100%</b>	<b>\$0.00</b>
<p>Additional Annual Support &amp; Maintenance fees</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>This fee is intended to cover support and maintenance activities anticipated for new functionality provided in this quote.</li> <li>The fee will be applied upon installation in test environment (or production if a test environment is not available)</li> <li>The first-year fee will be pro-rated to align with customer's existing maintenance payment schedule.</li> </ul> <p>Annual fees are subject to change as defined in the Support and Maintenance Agreement.</p>		<b>\$0.00</b>

Invoices are payable on a net 30-day basis.

Change Order # [blank] [blank] [blank] [blank] [blank] [blank]

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to [Project Manager]:

- Fax: 613-482-4874
- Email: [projectmanager]@harriscomputer.com

---

**Approval to Proceed**

Please provide both an authorized signature for sign off on this change order, and a technical contact where we should be directing Technical Issues.

\_\_\_\_\_

---

\_\_\_\_\_

Print Name (Authorized signature)  
Date

Signature

---

\_\_\_\_\_

Name (Technical Contact)

Phone Number

e-mail

---

**N. Harris Computer Corporation**



the SmartWorks manager authorized to sign this change order

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print Name (Authorized signature)  
Date

Signature

If you have any questions or need further information, please feel free to contact the Project Manager noted above.

APPENDIX B – CONNECT SINGLE SIGN-ON



## Connect – Single Sign On

## Revision History

---

**Document Title:** Connect - Single Sign-On  
**Document Owner:** Harris Utilities SmartWorks – Research And Development

Version	Date	Author	Details / Comments
0.1	07 Oct, 2013	Sharat Balachandran	Draft Version
1.0	09 Oct, 2013	Sharat Balachandran	Initial Version
1.1	10 Oct, 2013	Sharat Balachandran	Formatting changes
1.2	07 Jan, 2015	Sharat Balachandran	BizConnect SSO implementation details
1.3	01 Jun, 2017	Benjamin Liptak	New SOAPAction: getSSOLoginURL

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## Overview

The Single-Sign-On (SSO) functionality detailed in this document applies to utilities that have deployed HomeConnect, BizConnect or both. It is important to understand that both HomeConnect and BizConnect are applications running on the Connect platform. All references to Connect therefore will apply to both applications, unless otherwise stated.

At a high level, the SSO process requires the Utility Web Portal to invoke the Connect Web Service to generate an encrypted token. Once the encrypted token is received, the Utility Web Portal must then redirect the user to a secure Connect login page with the encrypted token as a parameter. Once the token is validated, the user will be logged in to either HomeConnect or BizConnect.

As part of the SSO process, we discuss the Connect Web Service (**EncryptionWebService**). This web service is available as part of the installation and typically runs on the same server as the Connect application. The WSDL file will be located at:

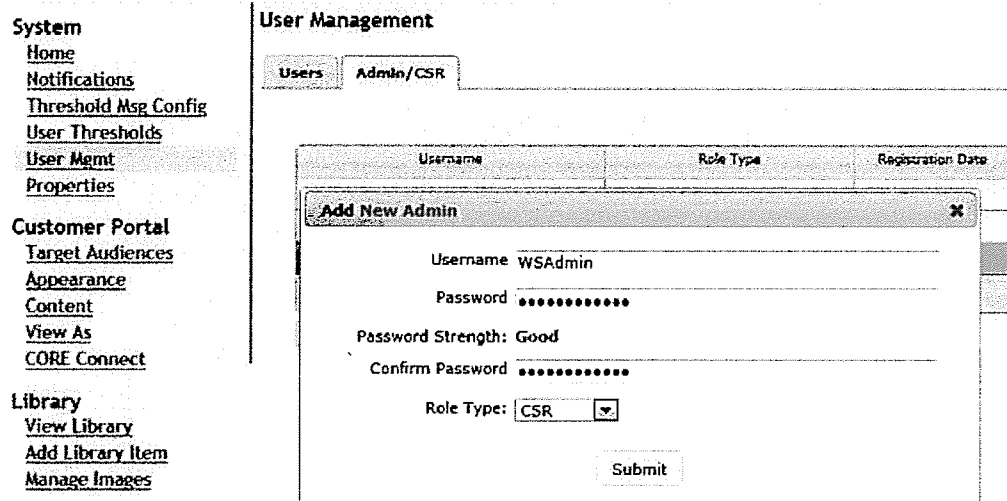
<http://<CC-Server>:<port>/axis/EncryptionWebService.jws?wsdl>

When Connect is configured for SSL, the above URL will use **https://** rather than **http://**

## SSO Details

### Prerequisites

1. The Utility Web Portal can access the Connect App Server on port running the EncryptionWebService, which is "8080" by default
2. The Utility Web Portal has valid credentials to the EncryptionWebService
  - a. An "Admin" type user should be created in Connect using the Admin Portal with a role of CSR.
  - b. Enter in any desired username and password. These credentials will need to be stored by the Utility Web Portal system so that it can access the web service.



**System**  
[Home](#)  
[Notifications](#)  
[Threshold Msg Config](#)  
[User Thresholds](#)  
[User Mgmt](#)  
[Properties](#)

**Customer Portal**  
[Target Audiences](#)  
[Appearance](#)  
[Content](#)  
[View As](#)  
[CORE Connect](#)

**Library**  
[View Library](#)  
[Add Library Item](#)  
[Manage Images](#)

**User Management**  
 Users | Admin/CSR

Username	Role Type	Registration Date
<b>Add New Admin</b>		
Username: WSAdmin		
Password: .....		
Password Strength: Good		
Confirm Password: .....		
Role Type: CSR		
Submit		

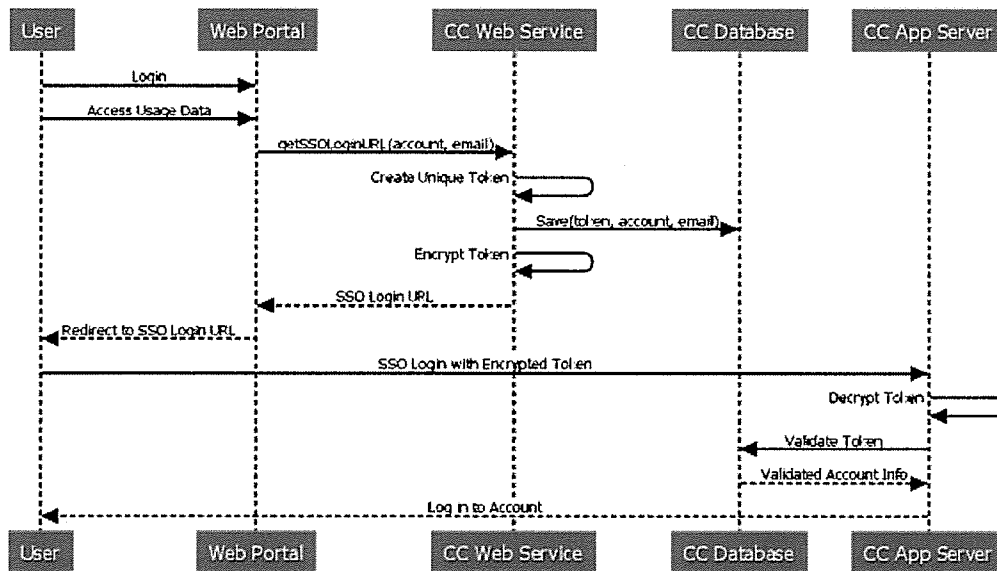
3. The end user has access to CC App Server port 443 (HTTPS)
4. SSL Certificates have been set up for the CC App Server

The SSO process is described below. Although similar, there are some key differences between how SSO is achieved for HomeConnect users versus BizConnect users. For customers that have implemented both HomeConnect and BizConnect, the Utility Web Portal will use slightly variant service calls to retrieve their SSO URL as described in the [Technical Details](#) section.

## Process Flow

A valid user (web browser session) would go through the following steps in order to log into HomeConnect:

1. User logs into Utility Web Portal
2. User clicks on link to HomeConnect or BizConnect
3. Utility Web Portal calls Connect EncryptionWebService
  - a. Passes in valid login credentials to CC database
  - b. Passes in required parameters (discussed in the [Technical Details](#) section)
4. CC Web Service returns a Secure Login Page URL that includes the Encryption Token.
5. Utility Web Portal redirects user to the Secure Login Page provided above.
6. CC decrypts and validates token
7. Upon finding valid token, CC validates the account details and determines whether the request is for a HomeConnect or BizConnect user
8. The user is logged onto the application and redirected to HomeConnect or BizConnect as required



## Technical Details

For both HomeConnect users and BizConnect users, the SOAP Action `getSSOLoginURL` must be invoked in the `Connect EncryptionWebService`, but the number of parameters is what distinguishes the call. The HomeConnect version of the request will **not** include the `bizConnectUserName`.

The parameters to the `getSSOLoginURL` SOAP Action are detailed below:

Parameter Name	Type	Value for HomeConnect Users	Value for BizConnect Users
<code>username</code>	String	User name for the admin Web Service user in the Connect database as described in the <a href="#">Prerequisites</a> section	User name for the admin Web Service user in the Connect database as described in the <a href="#">Prerequisites</a> section
<code>password</code>	String	Password for admin Web Service user	Password for admin Web Service user
<code>accountId</code>	String	The account id must be a unique identifier to an account in the CIS. Customer Connect queries the CIS to get the account details for given ID	The account id must be a unique identifier to an account in the CIS. Since BizConnect users can have multiple accounts, this parameter could also contain a comma-separated list of account ids. On each successful SSO login, any accounts in this comma-separated list that have not yet been associated with the user will be linked. NOTE: While accounts will be linked automatically, they cannot be unlinked this way. Unlinking can be done by a CSR or an Administrator via the Connect administration portal.
<code>emailAddress</code>	String	The optional email address is set as the primary email address of the user when logged into HomeConnect via SSO. Although this parameter is optional, it is recommended that it be set to the primary email address as set in the Utility Web Portal	If set, any emergency notifications sent to the user will also be sent to this email address. Although this parameter is optional, it is recommended that it be set to the primary email address as set in the Utility Web Portal
<code>bizConnectUserName</code>	String	NULL	This parameter is used as the BizConnect user name for SSO users. This username must be unique for a given user. While it is not strictly required, it is recommended that this username match exactly the username of the Utility Web Portal account. This way we can ensure uniqueness and consistency



When invoked, the **getSSOLoginURL** SOAP Action performs the following steps:

- Generates a unique token
- Inserts the current timestamp, the generated token, the account id(s), email address and bizConnectUserName fields into the **BRIDGE\_TOKENS** table in the Connect database
- Encrypts the unique token
- Returns a full URL to the Secure Login Page URL that includes the Encrypted Token

Once the Utility Web Portal obtains the URL, it can then redirect the user to that URL.

Note that when Connect is configured for SSL, the provided URL will use **https://** rather than **http://**

The **SecureSessionBridge** page in the Connect application performs the following actions:

- Decrypts the **ENCRYPTED\_TOKEN** and retrieves the original unique token
- Queries the **BRIDGE\_TOKENS** table in the Connect database using the token and confirms that it is still valid
  - o Tokens become stale after a configurable number of seconds (60 by default). This is to ensure that any unused tokens cannot be used at a later time to gain access to the system.
- Retrieves the account(s) and email address from the database
- Determines whether the user is a HomeConnect or BizConnect user based on whether the bizConnectUserName field is set
- Deletes the corresponding entry in the **BRIDGE\_TOKENS** table to prevent replay attacks
- Creates or retrieves a user associated to that account and logs the user in
- Forwards the user to the appropriate application
  - o A HomeConnect user will be forwarded to HomeConnect landing page
  - o A BizConnect user will be forwarded to the BizConnect Dashboard

## Security Considerations

1. An entity must have access to the Connect EncryptionWebService as well as have valid credentials for it in order to request an encrypted token for a given account id.
2. An encrypted token is no longer valid once it has been used by a user to login.
3. An encrypted token is no longer valid after configurable seconds even if it was never used.
  - a. The default period for token validity is 60 seconds.
4. The encrypted token contains no account information, therefore if it were decrypted it could not be used to identify an account.

## HomeConnect SSO Functionality Notes

When a user accesses HomeConnect via SSO, the Link Account and Add User functionality will be removed. However, if an Admin user masquerades as that user via the Admin Portal, the functionality will appear.

## Appendix

### Sample Connect EncryptionWebService WSDL

```

<?xml version="1.0" encoding="UTF-8"?>
<wsdl:definitions xmlns:apachesoap="http://xml.apache.org/xml-soap"
xmlns:impl="http://cc-dev.local:8080/axis/EncryptionWebService.jws"
xmlns:intf="http://cc-dev.local:8080/axis/EncryptionWebService.jws"
xmlns:soapenc="http://schemas.xmlsoap.org/soap/encoding/"
xmlns:wsdl="http://schemas.xmlsoap.org/wsdl/"
xmlns:wsoap="http://schemas.xmlsoap.org/wsdl/soap/"
xmlns:xsd="http://www.w3.org/2001/XMLSchema" targetNamespace="http://cc-
dev.local:8080/axis/EncryptionWebService.jws">
  <wsdl:message name="encryptRequest">
    <wsdl:part name="input" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="encryptResponse">
    <wsdl:part name="encryptReturn" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="getEncryptedSSOTokenResponse">
    <wsdl:part name="getEncryptedSSOTokenReturn" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="getSSOLoginURLRequest1">
    <wsdl:part name="username" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="password" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="accountId" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="emailAddress" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="getEncryptedSSOTokenResponse1">
    <wsdl:part name="getEncryptedSSOTokenReturn" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="getSSOLoginURLRequest">
    <wsdl:part name="username" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="password" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="accountId" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="emailAddress" type="xsd:string">
      </wsdl:part>
    <wsdl:part name="bizConnectUserName" type="xsd:string">
      </wsdl:part>
    </wsdl:message>
  <wsdl:message name="getSSOLoginURLResponse1">
    <wsdl:part name="getSSOLoginURLReturn" type="xsd:string">

```

Connect - Single Sign-On

```

    </wsdl:part>
</wsdl:message>
<wsdl:message name="getEncryptedSSOTokenRequest1">
  <wsdl:part name="username" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="password" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="accountId" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="emailAddress" type="xsd:string">
    </wsdl:part>
</wsdl:message>
<wsdl:message name="getEncryptedSSOTokenRequest">
  <wsdl:part name="username" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="password" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="accountId" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="emailAddress" type="xsd:string">
    </wsdl:part>
  <wsdl:part name="bizConnectUserName" type="xsd:string">
    </wsdl:part>
</wsdl:message>
<wsdl:message name="getSSOLoginURLResponse">
  <wsdl:part name="getSSOLoginURLReturn" type="xsd:string">
    </wsdl:part>
</wsdl:message>
<wsdl:portType name="EncryptionWebService">
  <wsdl:operation name="getSSOLoginURL" parameterOrder="username password accountId
emailAddress bizConnectUserName">
    <wsdl:input message="impl:getSSOLoginURLRequest" name="getSSOLoginURLRequest">
    </wsdl:input>
    <wsdl:output message="impl:getSSOLoginURLResponse"
name="getSSOLoginURLResponse">
    </wsdl:output>
  </wsdl:operation>
  <wsdl:operation name="getSSOLoginURL" parameterOrder="username password accountId
emailAddress">
    <wsdl:input message="impl:getSSOLoginURLRequest1"
name="getSSOLoginURLRequest1">
    </wsdl:input>
    <wsdl:output message="impl:getSSOLoginURLResponse1"
name="getSSOLoginURLResponse1">
    </wsdl:output>
  </wsdl:operation>
  <wsdl:operation name="getEncryptedSSOToken" parameterOrder="username password
accountId emailAddress bizConnectUserName">
    <wsdl:input message="impl:getEncryptedSSOTokenRequest"
name="getEncryptedSSOTokenRequest">
    </wsdl:input>
    <wsdl:output message="impl:getEncryptedSSOTokenResponse"
name="getEncryptedSSOTokenResponse">
    </wsdl:output>
  </wsdl:operation>

```

Connect - Single Sign-On

11

```

    </wsdl:operation>
    <wsdl:operation name="getEncryptedSSOToken" parameterOrder="username password
accountId emailAddress">
    <wsdl:input message="impl:getEncryptedSSOTokenRequest1"
name="getEncryptedSSOTokenRequest1">
    </wsdl:input>
    <wsdl:output message="impl:getEncryptedSSOTokenResponse1"
name="getEncryptedSSOTokenResponse1">
    </wsdl:output>
    </wsdl:operation>
    <wsdl:operation name="encrypt" parameterOrder="input">
    <wsdl:input message="impl:encryptRequest" name="encryptRequest">
    </wsdl:input>
    <wsdl:output message="impl:encryptResponse" name="encryptResponse">
    </wsdl:output>
    </wsdl:operation>
</wsdl:portType>
<wsdl:binding name="EncryptionWebServiceSoapBinding"
type="impl:EncryptionWebService">
    <wsdlsoap:binding style="rpc" transport="http://schemas.xmlsoap.org/soap/http"/>
    <wsdl:operation name="getSSOLoginURL">
    <wsdlsoap:operation soapAction=""/>
    <wsdl:input name="getSSOLoginURLRequest">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://DefaultNamespace" use="encoded"/>
    </wsdl:input>
    <wsdl:output name="getSSOLoginURLResponse">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://cc-dev.local:8080/axis/EncryptionWebService.jws" use="encoded"/>
    </wsdl:output>
    </wsdl:operation>
    <wsdl:operation name="getSSOLoginURL">
    <wsdlsoap:operation soapAction=""/>
    <wsdl:input name="getSSOLoginURLRequest1">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://DefaultNamespace" use="encoded"/>
    </wsdl:input>
    <wsdl:output name="getSSOLoginURLResponse1">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://cc-dev.local:8080/axis/EncryptionWebService.jws" use="encoded"/>
    </wsdl:output>
    </wsdl:operation>
    <wsdl:operation name="getEncryptedSSOToken">
    <wsdlsoap:operation soapAction=""/>
    <wsdl:input name="getEncryptedSSOTokenRequest">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://DefaultNamespace" use="encoded"/>
    </wsdl:input>
    <wsdl:output name="getEncryptedSSOTokenResponse">
    <wsdlsoap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
namespace="http://cc-dev.local:8080/axis/EncryptionWebService.jws" use="encoded"/>
    </wsdl:output>
    </wsdl:operation>
<wsdl:operation name="getEncryptedSSOToken">

```

```

    <wsdl:soap:operation soapAction="" />
    <wsdl:input name="getEncryptedSSOTokenRequest1">
      <wsdl:soap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
        namespace="http://DefaultNamespace" use="encoded"/>
    </wsdl:input>
    <wsdl:output name="getEncryptedSSOTokenResponse1">
      <wsdl:soap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
        namespace="http://cc-dev.local:8080/axis/EncryptionWebService.jws" use="encoded"/>
    </wsdl:output>
  </wsdl:operation>
  <wsdl:operation name="encrypt">
    <wsdl:soap:operation soapAction="" />
    <wsdl:input name="encryptRequest">
      <wsdl:soap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
        namespace="http://DefaultNamespace" use="encoded"/>
    </wsdl:input>
    <wsdl:output name="encryptResponse">
      <wsdl:soap:body encodingStyle="http://schemas.xmlsoap.org/soap/encoding/"
        namespace="http://cc-dev.local:8080/axis/EncryptionWebService.jws" use="encoded"/>
    </wsdl:output>
  </wsdl:operation>
</wsdl:binding>
  <wsdl:service name="EncryptionWebServiceService">
    <wsdl:port binding="impl:EncryptionWebServiceSoapBinding"
      name="EncryptionWebService">
      <wsdl:soap:address location="http://cc-
        dev.local:8080/axis/EncryptionWebService.jws"/>
    </wsdl:port>
  </wsdl:service>
</wsdl:definitions>

```



Schedule "D"  
Support Services



Standard Support and Maintenance Services  
SmartWorks Products

*The purpose of this Exhibit 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 ticket priorities, an outline of our escalation procedures and other important details.*

*SmartWorks reserves the right to make modifications to this document as required.*

**Last Updated: January 31, 2018**



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## STANDARD SUPPORT AND MAINTENANCE SERVICES – GUIDELINES

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

- Support for the SmartWorks products as implemented by our Professional Services group includes:
  - The SmartWorks products and all default functionality
  - The SmartWorks product side of the interfaces with other third party systems, as implemented by our Professional Services Consultants
  - Customized rules developed by Professional Services staff. Rules developed or modified by the Organization are not supported through the standard Support and Maintenance agreement.
  - The integrity of the data within the SmartWorks products, to the extent that the SmartWorks product has manipulated it. The SmartWorks products are not responsible for the completeness or accuracy of the data originating in third party systems (e.g. AMI, CIS, etc.)
  - Advice on VEE parameter settings and processes, however the VEE settings themselves are the responsibility of the Organization
- We will create and install software updates (release notes will be available upon request and on the Customer Hub) that may include:
  - Instructions and automated scripts to install the upgrades and patches – upon request via VPN access
  - Defect corrections (as warranted)
  - Detail description of the defect
  - Tables affected
  - Field names
  - Processes/programs affected
  - Special functional area affected by the upgrade
  - Database structure changes if any
  - Planned enhancements
  - State (Provincial) and/or Federal mandated changes (charges may exist depending on scope)
- From time to time, we will provide software upgrades (note that there may be charges in implementation depending on the scope of services)
- We will troubleshoot customer issues and provide recommendations for resolution
- We will provide remote training on subjects of limited scope. As a rule of thumb, a subject of limited scope can be addressed in about 15 minutes over the phone. If a customer makes numerous training requests in a short period of time, we may deem the training requests to be of a broad nature.
- HealthWatch - Online Diagnostics
  - HealthWatch rules will collect data and alert Support Services when specific thresholds have been met (e.g. disk space limit reached, no interval data for two days, etc.)
  - We will proactively monitor your solution to identify small issues before they become big problems using our HealthWatch tool. Depending on the nature of the issue, we may either alert you or attempt to address the issue ourselves.
- If customer decides to opt-out of HealthWatch, charges may apply. Customer Care Program. On a periodic basis, we will share useful information regarding the use of your SmartWorks products and our services through one or more of the following methods:
  - Support Bulletins
  - Communication on new products and services
  - On-site visits (as required)
  - Webinars

- Surveys
- Knowledge Base
- If requested, provide an Outstanding Tickets Report with conference call
- Ability to attend the annual customer conference (attendance fees apply)
- Opportunity to participate in BETA programs at our discretion
- We shall provide an online ticketing system with the following features:
  - Ability to log and close tickets
  - Ability to view and update tickets
  - Ability to update contact information
  - Access to published documentation
  - Access to support knowledge base
  - Ability to report on metrics
- 800 Toll Free Telephone Support

**Organization Responsibilities**

In order to effectively provide our support services, the customer Organization is responsible for the following items:

- Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.
- Organization shall allow the use of online diagnostics on the Software supplied by Consultant to Organization. Organization shall provide to Consultant, at Organization’s expense, access to the Designated Computer System via the Organization’s communications software.
- 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 Consultant manuals and instructions. If Organization’s personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of determination. If Organization desires Consultant to perform the required training then Consultant shall be compensated in accordance with this Agreement.
- 
- Organization shall have the sole responsibility for:
  - The performance of any tests it deems necessary prior to the use of the Software.
- Organization is responsible for the data quality, completeness, and availability from 3rd party applications on which SmartWorks product relies.
- Organization shall be responsible for rules created and/or edited by Organization staff.
- Organization shall be solely responsible for all VEE parameters settings, the regular monitoring of validation failures, and the rectification of any validation failures.

## **SOLUTION UPDATES**

SmartWorks will make software updates available from time to time. When an update is available, SmartWorks will make an announcement to its customers 30 days in advance of the update.

Customers are expected to make commercially reasonable efforts to keep current on the latest version of the SmartWorks Software.

Once a new version is available, you shall have 6 months to update your software. After that time, SmartWorks will charge you at the standard services rate for any support related activities performed by SmartWorks in addition to the support fees you are already paying.

Further, SmartWorks will not provide any support services for customers on a version that is more than one (1) version older than the current version.

## **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.

- Provision of remote or on-site training on subjects of broad scope
- New interfaces or connections to non-SmartWorks (or third party) applications
- Creation of test instances
- Custom modifications (e.g. rules, reports, new data, etc.)
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization, refreshes, backups, restores
- Extended Hardware and Operating System support
- Upgrades and support of third party software (e.g. database software, OS, web server, etc.)
- Installations and/or re-installations of software solution
- Support for rules, reports, database procedures, or screens developed by, or modified by, the Organization
- Cleansing or re-processing of data originating from a third party system (e.g. AMI, CIS, etc.)

Note: If customer purchases a billable service with a maintenance fee such as the ones listed above, the Organization is responsible for supporting these items.

## **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. Test Databases and environments will be created and maintained by Harris SmartWorks. Price is included in the SaaS schedule/fee structure. Should Customer migrate to a Premise-based environment, Harris will provide initial training and written instruction/documentation on how to properly create a new database and a new environment. It will be Organization's responsibility to create such databases and environments with the assistance of SmartWorks, which is a billable service.

## OPERATIONS

### 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. Weekend assistance is available, but must be scheduled in advance, and in most cases is billable.

### **Holiday Schedule**

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. (Uptime requirements as noted in Schedule B remain in effect on holidays)

New Year's Eve	Early Closure (noon EST)
New Year's Day	Closed
President's Day (USA) /Family Day (Canada)	Closed
Victoria Day (Canada - Last Monday preceding May 25 <sup>th</sup> , 2019)	Closed
Labor Day	Closed
Canada Day (Canada - July 1, 2019)	Closed
Thanksgiving Day (Canada) Mon Oct 14, 2019	Closed
Christmas Eve	Early Closure (noon EST)
Christmas Day	Closed
Boxing Day (Canada – December 26, 2019)	Closed

### **Ticket Process**

All issues or questions reported to support are tracked via a TeamSupport Customer Hub ticket. Our support analysts cannot provide assistance unless a support ticket is logged. The use of a TeamSupport ticket allows us to track the resolution of your issues. As well, it helps us measure our activities so we can properly forecast our staffing requirements. Our current process for logging tickets includes the following: TeamSupport's SmartWorks Customer Hub (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 support system or one of our support analysts will provide you with a ticket id to track your issue and your ticket will be logged into our support tracking database.
- Your ticket will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your tickets investigates your issue, you will be notified of status updates, actions and a resolution plan via the support ticketing system. 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 against your ticket ID in our support database. At any time, you may log onto our website to see the status of your ticket.
- Once your issue has been resolved, the ticket will be set to a “Resolved” status. You will then have time to evaluate the resolution and provide feedback. Once you are satisfied that the issue has been addressed, you will then close the ticket. We will do our best to provide you with adequate time to evaluate the resolution. However, we will then close a ticket if we do not receive any feedback for an extended period of time. You will always be notified of a pending or actual ticket closure. You will have the option of re-opening the ticket if needed.
- Once your ticket has been closed, you will receive an automated notification by email. This email will contain the entire event history of the ticket from the time it was created and leading up to the resolution of the ticket. You also have the option of viewing both your open and closed tickets, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be forwarded to our development team. Your support ticket will remain open until our development team provides a response. If a development item opens, you will be provided with a development tracking number upon request. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue. If an issue is determine to be an enhancement or feature, we will log a ticket in our product management queue and will notify you when a release has been made available.
- You may contact the support department at your convenience for a status update on your development issues.

### **Ticket Priorities**

In an effort to assign our resources to incoming tickets as effectively as possible, SmartWorks has identified three ticket priorities: 1(high/critical), 2(medium), and 3(low). The criteria used to establish a ticket priority are as follows:

Priority Level	Description
1	<ul style="list-style-type: none"><li>• System Down (Software Application, Hardware, Operating System, Database)</li><li>• Program errors without workarounds</li><li>• Incorrect calculation errors impacting one-third of records</li><li>• Error messages preventing data integration and update</li><li>• Performance issues of severe nature impacting critical processes</li><li>• Security Issues</li></ul>

Priority Level	Description
	<i>Note: in most cases issues affecting a test environment only will not be considered a priority of 1</i>
2	<ul style="list-style-type: none"> <li>• System errors that have workarounds</li> <li>• Calculation errors impacting less than one-third of records</li> <li>• Reports calculation issues</li> <li>• Performance issues not impacting critical processes</li> <li>• Usability issues</li> <li>• Workstation connectivity issues (Workstation specific)</li> </ul>
3	<ul style="list-style-type: none"> <li>• Training questions, how to, or implementation of new processes</li> <li>• Aesthetic issues</li> <li>• Issues where a workaround is available for a large majority of cases</li> <li>• Recommendations for enhancements on system changes</li> <li>• Questions on documentation</li> <li>• Test environment issues or questions</li> </ul>

**Response Times**

Response times will vary and are dependent on the priority of the ticket. We do our best to ensure that we deal with incoming tickets in the order that they are received, however, tickets will be escalated based on the urgency of the issue reported. If a support ticket is logged during standard operating hours, our response times are as follows:

Priority	Initial Response Time*	R&D Response Time from Escalation	Update Frequency
1	Within 4 hours	Same day	Every 2 business days
2	Within 8 hours	Within one week	Every 5 business days
3	Within 24 hours	Within 3 weeks	Every 10 business days

\*During Business Hours

**Example:**

- Priority 1 Support Ticket received Monday January 2 at 10 am >> Support Analyst responds Monday January 2 by noon >> Support Analyst sends update Monday January 2.

- Priority 1 Support Ticket received Monday January 2 at 9 PM >> Support Analyst responds Tuesday January 3 by noon >> Support Analyst sends update Tuesday January 3.

**Escalation Process**

We strive to provide a satisfying and positive support experience. However, if at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate within Support Services, as follows:

**Level 1:** Your ticket’s assigned Support Analyst

**Level 2:** Team Lead, Support Services

**Level 3:** Manager, Support Services

**Level 4:** Executive Vice President, SmartWorks



## **Schedule "E"**

### **Security**

1. Harris shall store and process Data in accordance with commercially reasonable practices, including appropriate safeguards, to secure such Data from unauthorized access, disclosure, alteration and use.
2. All RPU data will be stored within the boundaries of the Continental United States (lower 48 States).
3. Harris shall ensure that its employees and subcontractors who have potential access to Data have undergone appropriate background screening and possess the required qualifications to comply with the terms of this Agreement.
4. Response to Legal Orders, Demands or Requests for Data.
  - a. Where permitted by law Harris shall:
    - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Harris seeking Data;
    - ii. Consult with the Customer regarding its response;
    - iii. Cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
    - iv. Upon the Customer's request, provide the Customer with a copy of its response.
  - b. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Harris, Customer will promptly provide a copy of the request to Harris. Harris will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.

## **Schedule "F"**

### **Disaster Recovery Plan**

## **1. SmartWorks Hosting Centre Disaster Recovery**

This document describes the processes in place to restore availability to a client application in the event of loss of all or part of the supporting infrastructure of the primary data centers utilized by SmartWorks to host client application systems.

Note: Where possible, depending on the scenario, multiple steps may be performed in parallel to reduce the overall time to completion.

### **1.1 Loss of an Application server in the same Data Center**

In the event of an application server loss, the following steps will be taken:

1. Provision a new application server via the Hosting Portal using the same host IP address and network zone using stored application server template.
2. Order and configure additional block storage devices as required for the individual application server.
3. Perform all post provisioning steps to enable connectivity to the associated client database.
4. Verify connectivity from the application server to the client database.
5. Restore the application backups from the local backup storage device.
6. Perform an application refresh, and confirm that the application is working as expected.
7. Verify connectivity to external application data sources.
8. Contact the client and verify that they can access the application.

### **1.2 Loss of a client database only, without loss of the complete database server**

In the event of a client database loss, the following steps will be taken:

1. If a disk volume containing the database is lost, provision a replacement volume, and perform the steps required to configure, format and mount it on the database server.
2. Using Oracle RMAN, perform the database restore and recovery steps to bring the database back to the most recent known good state available via the oracle archive logs.
3. Confirm all configuration steps to ensure that the application can connect to the recovered database.
4. Contact the client and verify that they can access the application.

### **1.3 Loss of the database server containing the client database in the same Data Center**

In the event of the loss of the database server containing the client database, the following steps will be taken:

1. Provision a new database server via the Hosting Portal using the same host IP address and network zone using stored database server template.
2. Order and configure additional block storage devices as required for the individual database server.
3. Re-mount the database server backup volume and verify the contents.

4. Perform steps 2 – 4 of recovery scenario B.

## 1.4 Loss of HA firewall pair at the same Data Center

In the event of the loss of the HA firewall pair at the same Data Center, the following steps will be taken:

1. Provision a new HA firewall Pair via the Hosting portal utilizing the same IP addresses and network zones.
2. Associate the firewall pair to the Application and DMZ VLANs.
3. Restore firewall configurations from backups.
4. Verify connectivity between the client application and database servers.
5. Verify operation of the client VPN tunnel.
6. Verify connectivity to external application data sources.
7. Contact the client and verify that they can access the application.

## 1.5 Loss of the primary Data Center

In the event of the loss of the primary Data Center, the following steps will be taken:

1. Provision new Application, Database and DMZ VLANs at the backup data center.
2. Provision a new HA firewall pair as per scenario D, at the backup data center using the locally provisioned VLANs.
3. Restore firewall configurations from backups and modify as appropriate for the new VLANs.
4. Work with client Network staff to re-configure site to site VPN to backup location.
5. Provision a new database server at the backup data center via the Hosting Portal using the database server template stored at the backup data center in the appropriate VLAN.
6. Mount the replicated backup storage on the new database server.
7. Order and configure additional block storage devices as required for the individual database server.
8. Provision a new *rman* catalog server via the Hosting Portal using the *rman* catalog server template stored at the backup data center.
9. Mount the replicated backup storage on the *rman* catalog database server.
10. Order and configure additional block storage devices as required for the *rman* catalog server.
11. Using Oracle RMAN, perform the *rman* catalog server database restore and recovery steps to bring the catalog database back to the most recent known good state available via the oracle archive logs.
12. Using Oracle RMAN, perform the client database restore and recovery steps to bring the database back to the most recent known good state available via the oracle archive logs.
13. Perform the application server recovery steps in scenario A. Modify local and network firewall rules as appropriate for backup data center VLANs.