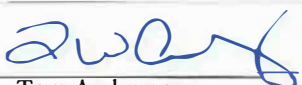
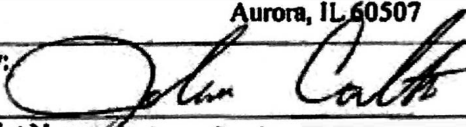


**ASP Order**

By the signatures of their duly authorized representatives below, the Superior, LLC entity identified below (“Superion”) and the customer identified below (“Customer”) (together, “Parties”), intending to be legally bound, agree to all of the provisions of this Order (the “Order”), and agree that this Order represents a separate contract between Superior and Customer, with an order execution date of the latest date shown on the signature page below (“Order Execution Date”) and order effective date of the first of the month following the Order Execution Date (“Order Effective Date”). This Order incorporates and is governed by all of the terms of the Superior Standard Terms and Conditions, as revised by the Parties and attached hereto as Exhibit 3 (“SST”) as if Superior was “Superion” and Customer was “Customer” thereunder. Capitalized terms not defined in this Order have the meaning given them in the SST.

<b>Superion, LLC</b>	<b>City of Aurora, IL</b>
1000 Business Center Dr. Lake Mary, FL 32746	44 East Downer Place <b>Aurora, IL 60507</b>
By: 	By: 
Print Name: Tom Amburgey	Print Name: Jolene Coulter
Print Title: General Manager	Print Title: Interim Director of Purchasing
Date Signed: 11/30/2017	Date Signed: December 20, 2017

SUPERION ORDER # 000-000XXXXX-0

**SOLUTION AND RELATED INFORMATION**

1. **SOLUTION:** Superior NaviLine & TRAKiT Public Administration applications identified in Exhibit 1.
2. **TRANSMISSION OF CUSTOMER SUPPLIED DATA:** The Solution will be operated by the Customer via workstations. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superior staff and each session participant. In addition, and subject to a separate written agreement between the parties, including agreement upon the additional fees payable in that respect to cover dedicated communication costs, Superior may provide WAN/VPN connectivity to Customer for accessing the hosted environment for custom application and interfaces.
3. **DOCUMENTATION:** Superior’s standard user manuals for the Solution.
4. **INITIAL TERM:** 60 Months commencing on the Order Effective Date.
5. **RENEWAL RIGHTS:** Upon expiration of the Initial Term set forth above this Order shall automatically renew for successive one (1) year Renewal Terms at the current rates. Either party may elect to not enter into a Renewal Term by providing the other party with written notice at least sixty (60) days prior to the end of the Initial Term or the Renewal Term, as the case may be.
6. **SCOPE OF USE**
  - a. **DESIGNATED LOCATION(s):** Customer’s offices at 44 East Downer Place, Aurora, IL 60507. Customer’s Authorized Users may access the Solution from anywhere in the United States, subject always to the Export Laws and the total number of Authorized Users licensed hereunder.
7. **FEES**
  - A. **ANNUAL ACCESS FEES: SEE PROJECT COST SUMMARY - EXHIBIT 1**
    - a. **ADDITIONAL AUTHORIZED USERS FEES:** Customer acknowledges that the Annual Access Fee set forth below has been determined based on the number of Authorized Users licensed on the Order Effective Date. If Customer desires at

any time during the term of this Order to increase the number of Authorized Users, Customer shall provide Superior with advance written notice and Superior may increase the Access Fee payable under this Order accordingly.

b. **OTHER FEES:** If Customer's use of the Solution increases in any way which would reasonably cause Superior to incur additional hardware costs to maintain such increased usage, Superior shall invoice Customer for such fees as are reasonable in respect of such additional hardware cost incurred.

**B. PROFESSIONAL SERVICES, START-UP FEES: SEE PROJECT COST SUMMARY - EXHIBIT 1**

**C. THIRD PARTY PRODUCTS FEES: SEE PROJECT COST SUMMARY - EXHIBIT 1**

8. **THE LIABILITY CAP:** Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to Superior under this Order during the twenty four (24) month period immediately preceding the event giving rise to the claim.

**9. PAYMENT TERMS:**

- a. Start Up Fees are due as follows: Waived.
- b. The Annual Access Fee is due on March 1<sup>st</sup>, 2018, and annually thereafter.
- c. Superior & Third Party Support & Maintenance are included with the Annual Access Fee.
- d. Superior & Third Party Professional Services Fees are due as follows: Billed as Incurred, Invoiced Monthly.
- e. Superior & Third Party License Fees are due: 100% on the Order Execution Date.
- f. Travel and Related Expenses: Travel expenses are an additional cost not to exceed \$25,700, and will be invoiced as incurred and governed by the Superior Corporate Travel Expense Guidelines attached hereto as Exhibit 2.
- g. Local Government Prompt Payment Act applies. Billing, approval or disapproval of bills, payment, and interest charges will be subject to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et. seq.*

**10. ADDRESSES**

- a. **CUSTOMER ADDRESS FOR INVOICES:** 44 East Downer Place, Aurora, IL 60507
- b. **CUSTOMER ADDRESS FOR NOTICES:** 44 East Downer Place, Aurora, IL 60507
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** 44 East Downer Place, Aurora, IL 60507
- d. **SUPERION'S ADDRESS FOR NOTICES:**  
Superion LLC  
Attn: Legal Counsel  
1000 Business Center Drive  
Lake Mary, FL 32746

**11. OTHER TERMS:**

- a. The VPN Concentrator Option includes a router, which will be provided by Superior to Customer. The router will remain the property of Superior.
- b. Superior shall provide access to the Solution in accordance with the hours and support structure described by the Superior Standard Terms, and the Service Commitment Supplement attached hereto as Exhibits 3 & 4.
- c. Superior shall provide and install new releases of the Solution at no additional charge. However Customer shall be responsible for the payment of consulting fees on a time and material basis in respect of any professional services provided by Superior for the upgrade of any customizations to the Solution made by Superior at Customer's request; provided the parties enter into a professional services schedule in respect of any such upgrade which shall stipulate the applicable then-current professional fee rates in respect thereof.

- d. As and when Customer is required to upgrade to a new release, Superior shall make such new release available to Customer in a test environment for a period of at least ninety (60) days (the "Parallel Run Period"). Unless Customer reports to Superior any material errors in such new release, Customer shall accept modifications, revisions and updates in the Solution and Documentation, including changes in programming languages, rules of operation and screen or report format, as and when they are implemented by Superior. If material errors are discovered during the Parallel Run Period, the Parallel Run Period shall automatically be extended by the number of days between the date that any material errors were reported and the date that Superior has remedied such errors. Customer acknowledges that modifications, revisions and updates in the Solution permitted by this Order may result in changes in the form, timing or other features of on-line services, reports and other Solution provided under this Order.
- e. Customer shall have full access to their data during non-maintenance windows through the use of standard sql protocols including ODBC and native sql connections. The customer can maintain a replicated copy of the database on their premises and a reasonable bandwidth increase used for replication will be included in this agreement at no additional cost.
- f. **Conversion:** Conversion, if requested by the Customer after contract execution, will be controlled by the Superior Systems Change Request (SCR) form which will be prepared for the Customer by the Superior Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable Access Fee for preparation of each SCR requested by the Customer. Superior will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable Access Fee. The final fifty percent (50%) payment is due upon completion. Data will be provided in an electronic format and must match the data field definitions provided. Superior and the Customer will work together to identify the most efficient methodology to transfer the information to Superior. This may include any form of digital media such as: magnetic tape, portable hard drives and DVDs, as well as electronic file transfer via internet connection. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Order are attached for Customer signature and return to Superior along with this Order.
- g. If after the expiration of the term of this Order Customer converts to a different vendor's applications, Superior will provide, upon payment of Superior's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing information and placing said information in Superior's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, Superior shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion at the standard prevailing rate then charged by Superior for such services.

**12. OTHER TERMS APPLICABLE TO THIS ORDER:**

- EXHIBIT 1 – PROJECT COST SUMMARY & ANNUAL ACCESS FEES
- EXHIBIT 2 – TRAVEL GUIDELINES
- EXHIBIT 3 – SUPERIOR STANDARD TERMS
- EXHIBIT 4 – SERVICE COMMITMENT SUPPLEMENT
- EXHIBIT 5 – SCOPE OF WORK

**EXHIBIT 1**

**A. PROJECT COST SUMMARY (Professional Service Fees, Start-Up Fees, Etc.)**

	<b>Applications and/or Services</b>	<b>License Fees</b>	<b>Professional Services</b>	<b>Start-Up Fee</b>	<b>Annual Access Fee</b>
<b>Existing NaviLine Products (Currently Licensed)</b>	GMBA with Extended Reporting (GM), Procurement Card Tracking (PC), Payroll/Personnel (PR), Human Resources (HR), Applicant Tracking (AT), Asset Management II (A2), Accounts Receivable (MR), Special Assessments (LO), Cash Receipts (CR), Work Orders/Facilities Management (WF), Land/Parcel Management (LX), Customer Information Systems (CX), Case Management (CS), Document Management Services - 4 (DX), OnePoint Point of Sale (KM), Click2Gov3 Core Module (K1-3), Click2Gov3 CX (K2-3), Click2Gov3 Case Management (KE-3), Click2Gov3 Accounts Receivable (KR-3), Click2Gov3 Employee Self Service (KI-3), IVR Imaging Interface -Financials (IE), IVR Imaging Interface -Utilities (IU), IVR Interface - BP (IL) Rec Trac Interface to Cash Receipts (VI), Rec Trac Interface to GMBA (VG), CIS Voice Response Interface - Selectron (V2), CX IVR Credit Card Interface (CY), Delinquency Call Out Listing Interface (DL), QRep Catalog: GM, PI, PR,WF, CP, MR, CR, LX, BP, CE, CX, KL, CS (CJ), SunGard Transaction Manager (KT), Handheld Device Upload Interface (HU), NaviLine Edge User Interface (UN)	N/A	N/A	Waived	\$354,876
<b>Terminating NaviLine Applications</b>	Building Permits (BP), Code Enforcement (CE), Business Licenses (OL), Planning & Engineering (PZ), Click2Gov3 Building Permits (K3-3), Click2Gov3 Planning & Engineering (K7-3), Click2Gov3 Occupational Licenses (K6-3), Click2Gov BP Wireless (KB), Click2 Gov3 Applicants (KA-3), QRep Catalog: OL, PZ, K1	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
<b>Existing Third Party Products (Currently Licensed)</b>	Cognos BI Base Bundle (BICOREMDSNL), Web Enablement (WB), NaviLine Edge (UL)	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
<b>Terminating Third Party Applications</b>	QRep Admin - 1 (CG), QRep End User - 49 (CG), QRep Web (COG)	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
<b>New Products Not Currently Licensed</b>	iTRAKiT Suite (TRAK-ITRAKIT), eTRAKiT Credit Card API (TRAK-CC-ETRAK), TRAKiT Credit Card Reader Interface (TRAK-CC-IF), TRAKiT9 Community Development Suite User License - 85 Users (TRAK-COMMDEV-UL), TRAKiT Enforcement Library (TRAK-ENFLIB), eTRAKiT Citizen Portal (TRAK-ETRAKIT), TRAKiT-Finance Web API (TRAK-FINANCEWEB), TRAKiT GIS Standard Engine (TRAK-GISSTD), TRAKiT Laserfiche API (TRAK-LF-IF), TRAKiT Plan Correction Library (TRAK-PLNLIB), TRAKiT Permit Form Library (TRAK-PMTLIB), TRAKiT Regulatory License Library (TRAK-REGLIB), TRAKiT9 Regulatory Licensing Suite User License (TRAK-REGSUITEUL), TRAKiT Cash Drawer Interface (TRAK-CD-IF), eTRAKiT eCheck API (TRAK-EC-ETRAK)	\$548,840.00	N/A	Included in Startup Fees	Included in Annual Access Fee

<b>Third Party Applications Not Currently Licensed</b>	Bluebeam Standard License (TRAK-BLUEBEAMUL) - 85 Licenses, Bluebeam Server API for TRAKiT (TRAK-BLUEBEAM)	Included in License Fees	\$4,140.00		
<b>Professional Services</b>	Project Management \$41,920 Installation \$6,650 Tech Svcs \$44,100 Training \$27,840 Consulting \$116,040 Development \$80,400**	N/A	\$316,950.00	N/A	N/A
<b>Retrofit Modifications</b>	68 Modifications - \$100 per modification	N/A	N/A	N/A	Included in Annual Access Fee
<b>Horizon Cloud Services</b>	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superior applications.	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
<b>NaviLine Test Environment</b>	2 refreshes per year; \$600 per additional refresh.	N/A	N/A	Included in Startup Fees	Included in Annual Access Fee
	Client Loyalty Discount	\$(306,200.00)	\$(32,000)		
	<b>Total Proposed System:</b>	<b>\$242,640.00</b>	<b>\$289,090.00</b>	<b>\$-</b>	<b>\$354,876</b>

\*\*Includes Interface from TRAKiT to AMS to support multiple merchant IDs

**B. ANNUAL ACCESS FEES**

YEAR	ACCESS FEE
ONE	\$354,876
TWO	\$354,876
THREE	\$354,876
FOUR	\$354,876
FIVE	\$354,876

The Annual Access Fee will be \$354,876 per year for five (5) years. Any changes to this will require written approval by the parties.

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**EXHIBIT 2**  
**SUPERION TRAVEL EXPENSE GUIDELINES**

Superion will adhere to the following guidelines when incurring travel expenses:

**All arrangements for travel are to be made through the Superior Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.**

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

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

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

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

**OTHER TRANSPORTATION** – Superior staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

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

**MEALS** – Standard per Diem. Subject to change due to cost of living.

## EXHIBIT 3



# SUPERION

## STANDARD TERMS

These Superior Standard Terms ("SST") may be incorporated into one or more orders referencing these SST (each, an "Order"). Each Order, together with these SST, shall form a separate agreement (this "Agreement"), by and between the Person identified on the Order ("Customer") and the Superior Company identified on the Order ("Superior"), applicable to the proprietary solution identified on the Order (the "Solution"), as such Solution may be modified, revised and updated from time to time. Only the Customer and Superior entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("Order Execution Date").

**1. Scope.** Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

**2. Specified Configuration.** Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "Specified Configuration") and for updating the Specified Configuration in accordance with Superior's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for Superior to complete the professional services described in Section 6. Superior is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

**3. Payments.**

**3.1 Fees.** Customer shall pay to Superior the fees stated in the Order, in accordance with the payment terms stated on the Order. Superior shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Customer shall pay such invoices and accrue interest penalties in the manner and to the extent set forth in the Order. Superior may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

**3.2 Taxes.** The fees and other amounts payable by Customer to Superior under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("Taxes") that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon Superior's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse Superior for any such Taxes payable or collectable by Superior.

**3.3 Certain Remedies for Non-payment.** If Customer fails to pay to Superior, within ten (10) days after Superior makes written demand therefor, any past-due amount payable under this Agreement (including any applicable late payment fee) that is not a Disputed Amount, in addition to all other rights and remedies which Superior may have, Superior may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under

this Agreement (other than Section 5). Superior shall have no liability for Customer's use of the Solution until all such past-due amounts and any applicable reinstatement fees are paid in full.

**4. Warranties, Covenants and Limitations.**

**4.1 Compliance with Laws.** Superior shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

**4.2 No Infringement.** Superior shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "IP Rights"). Superior shall have no obligation under this Section 4.2 unless Customer promptly gives notice to Superior within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve Superior of its liability and obligations under this Section 4.2 only to the extent that Superior is prejudiced by such later notice) and allows Superior to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in Superior's sole opinion is likely to be initiated, Superior may at its option and expense:

- (a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or
- (b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or
- (c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to Superior for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to Superior with respect to the applicable Solution, and in each such case this

Agreement shall terminate with respect to the Solution or part thereof removed.

**4.3 Harmful Code.** Using a recent version of a reputable virus-checking product (to the extent commercially available), Superion will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("Harmful Code") and will use commercially reasonable efforts to eliminate any such Harmful Code that Superion discovers.

**4.4 Exclusion for Unauthorized Actions.** Superion is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

**4.5 Force Majeure.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God, public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

**4.6 Disclaimer.** EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.

**4.7 Limitations Cap.** EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LIABILITY CAP.

**4.8 Consequential Damage Exclusion.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS

AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUPERION FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUPERION'S BREACH OF SECTION 5.

**4.9 Exceptions.** THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.

**4.10 Third-Party Software.** To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow Superion to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. Superion shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to Superion by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to Superion, as and if permitted by Superion's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), Superion will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If Superion complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, Superion shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

- 1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party



Software problem by accessing third party online support resources; and

- 3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

**4.11 Third-Party Hardware and Third-Party Services.** Customer is hereby advised that the third party, and not Superior, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

**4.12 Open Source Software Components.** The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by Superior. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and Superior shall have no liability relating to such Open Source Software; provided, however, that Superior shall be responsible for fixing Errors caused by the Open Source Software to the same extent as Superior's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

**4.13 Open Negotiation.** Customer and Superior have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

**4.14 Title and Risk of Loss.** In no event will Superior be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

**4.15 Disclaimer.** Except as may be provided in Section 4.10 above, Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUPERION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

**4.16 Other Limitations.** The warranties made by Superior in this Agreement, and the obligations of Superior under this Agreement, run

only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between Superior and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, Superior shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

## **5. Confidentiality, Security, Ownership and Use Restrictions.**

**5.1 Confidentiality.** The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to extent permitted by law, the other party is given a reasonable opportunity to contest disclosure or obtain a protective order.

## **5.2 Security.**

(a) Superior will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.

(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of Superior in the Solution and Documentation, and disclaim any liability or responsibility of Superior with respect to such Third Party Users.

**5.3 Personal Data.** If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then: (i) Customer shall be the data controller (where "data controller" means

an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and (iii) Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**5.4 SG Solution Details.** The SG Solution Details are trade secrets and proprietary property of Superion or its licensors, having great commercial value to Superion or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with Superion or its licensors, even with respect to such items that were created by Superion specifically for or on behalf of Customer. Superion and its Affiliates may freely use Feedback without attribution or the need for Superion, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

**5.5 Use Restrictions.** Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with Superion; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and

other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise.

**5.6 Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

**5.7 Enforcement.** Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

## **6. Professional Services.**

**6.1 Professional Services.** An Order may identify certain Professional Services.

**6.2 Professional Services Fees.** Customer shall pay to Superion the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon Superion's then standard professional services fee rates.

**6.3 Expense Reimbursements.** Customer shall reimburse Superion for reasonable travel, living and other out-of-pocket expenses incurred by Superion personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by Superion. Reimbursable expenses shall be incurred by Superion personnel in accordance with Superion's then current per diem travel expense guidelines, a copy of which will be included in the Order. Superion shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

**6.4 Cooperation and Access to Facilities, Data and Employees.** To the extent reasonably necessary for Superion to perform its obligations under this Agreement, Customer shall provide to Superion access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with Superion in its performance hereunder, all as reasonably necessary for Superion to perform its obligations under this Agreement.

**6.5 Professional Services Warranty.** Superion warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. Superion shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, Superion receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, Superion's only obligation under this Section 6.5 is to remedy the

breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

**6.6 Compliance with Customer Policies.** While Superior personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing and in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.

**6.7 Contributed Material.** In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solution, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

## **7. Term and Termination.**

**7.1 Order Term.** The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

**7.2 Termination.** Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

**7.3 Effect of Termination.** The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to Superior for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to Superior all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to Superior certifying that all copies of such items have been permanently deleted.

**8. Terms Applicable To SaaS, ASP and Hosting.** The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

**8.1 SaaS, ASP and Hosting.** Superior shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

**8.2 Passwords and Solution Access.** If Superior provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify Superior so that it can change, or assist Customer in changing, the

applicable Password. To the extent the Solution is within Superior's network, Superior may suspend access to the Solution without advance notice if Superior reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that Superior will promptly notify Customer of any such event.

## **8.3 Customer Data.**

(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to Superior by communications link or in another manner described on the Order. As between Superior and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to Superior that Customer has the full legal right for Customer and Superior, its affiliates and agents to use the Customer Supplied Data for processing hereunder.

(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give Superior an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in Superior's possession. To the extent practicable and at Customer's expense after receipt of such notice, Superior shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. Superior may retain such property until Superior receives all payments due to Superior under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then Superior may dispose of such property in a commercially reasonable manner.

(c) In order to improve Superior's product and service offerings for its customers, Superior may maintain a database of information residing on the Solution. Superior and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any Superior product or service offering.

**8.4 Regulatory Access.** To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in Superior facilities under this Agreement. Customer will reimburse Superior for the reasonable out-of-pocket costs Superior incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

**8.5 Support.** Superior shall provide to Customer the ongoing support services as described in the Order.

**8.6 Data Backup and Disaster Recovery.** If the Solution maintains a database then, unless otherwise stated on the Order:

- (a) Superior shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and
- (b) Superior shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. Superior's disaster recovery plan shall be tested at least once each calendar year.

**8.7 Interruption to Solution.** From time to time, Superior shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on Superior's equipment, software and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, Superior will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of Superior's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

**8.8 Harmful Code.** Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or Superior discovers.

**8.9 Volume Increases.** Customer shall give notice to Superior whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

**9. Terms Applicable to Software Licenses.** The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

**9.1 Grant.** Except as otherwise provided in an Order, Superior grants to Customer a non-transferable, non-exclusive, term license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("Designated Location(s)"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to Superior. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement.

**9.2 Initial Installation.** Superior shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on Superior's network for downloading. Physical shipment is on F.O.B. terms, Superior's shipping point and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "Delivery Date."

**9.3 Support.** Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("Initial Support Term"), Superior shall provide the ongoing support services described in that Order; and Customer shall pay to Superior support fees stated on such Order ("Support Fees"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "Renewal Support Term"), until the earlier of:

(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1) at least sixty (60) days before the

end of the Initial Support Term or Renewal Support Term, as applicable, provided that Superior shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or

(b) termination of this Agreement.

**9.4 Support Termination.** Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("Support Termination Date"): (i) Superior shall discontinue providing all ongoing support services, including Superior's obligations under Section 9.3; (ii) any Superior warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) Superior shall not be liable for Customer's use of the Solution after the Support Termination Date except for Superior's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by Superior after the Support Termination Date).

**9.5 Software Warranty.** Superior warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. Superior's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

**9.6 Remote Access of Installed Software.** Provided that Superior performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit Superior, at Superior's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing Solution, Superior will comply with Customer's reasonable security procedures and company policies that have been provided to Superior in writing. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures.

**9.7 Backup.** Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. Superior shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

**9.8 Audit.** At Superior's expense and upon written request with reasonable notice, Customer will permit Superior, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless Superior believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may

reasonably request in connection with the audit. Customer may require auditors acting on behalf of Superior to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to Superior's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

## 10. Other Provisions.

**10.1 Notices.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. Superior's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by Superior or (ii) a termination of this Agreement. Either party may change its address for notices by giving written notice of the new address to the other party.

**10.2 Defined Terms.** As used in this Agreement, the terms below (and their plural forms) have the following meanings:

- (a) "affiliate" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
- (b) "Authorized Recipient" means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of Superior; and (ii) with respect to Superior, Superior, its foreign and domestic Affiliates and their respective contractors.
- (c) "Authorized User" means a Customer employee.
- (d) "Confidential Information" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
- (e) "copy" whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words,

object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.

- (f) "Customer Data" means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
- (g) "Customer Supplied Data" means any information or data introduced into the Solution by or on behalf of Customer.
- (h) "Disputed Amount" means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to Superior promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts. Disputed Amounts include any portion of an order or invoice which the Customer has disapproved of in accordance with the Local Government Prompt Payment Act.
- (i) "Documentation" means the standard user documentation Superior provides for the Solution, as such Documentation may be updated from time to time.
- (j) "Error" means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
- (k) "Export Laws" means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
- (l) "Feedback" means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
- (m) "including" whether capitalized or not, means including but not limited to.
- (n) "Liability Cap" Shall be the total of the Professional Services and Annual Access Fees actually paid by Customer to Superior under this Order during the twelve (12) month period immediately preceding the event giving rise to the claim.
- (o) "Open Source Software" means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
- (p) "person" whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.

- (q) "Professional Services" means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior under this Agreement.
- (r) "Release" means a modification or update to the Solution, which Superior, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
- (s) "Scope of Use" means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.
- (t) "SG Solution Details" means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.
- (u) "Supported Release" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to Superior's client base.
- (v) "Third-Party Product" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
- (w) "Third-Party Hardware" means that hardware specified as third party hardware on the Order.
- (x) "Third-Party Services" means those services specified as third party services on the Order.
- (y) "Third-Party Software" means the software specified as third-party software on the Order.
- (z) "Third-Party User" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

### 10.3 Parties in Interest.

- (a) This Agreement shall bind, benefit and be enforceable by and against Superior and Customer and, their respective permitted successors and assigns.
- (b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without Superior's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer

services vendor that is a competitor of Superior, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section ("Customer Assignment"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "Customer Additional Business Acquisition"), Customer shall give notice to Superior notifying Superior if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("Acquired Business").

**10.4 Export Laws.** Customer acknowledges that the SG Solution Details and the services provided by Superior hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

**10.5 Relationship.** The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

**10.6 Entire Understanding.** This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which Superior provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

**10.7 Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

**10.8 Severability, Heading and Counterparts.** A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**10.9 Personnel.** Customer acknowledges that: (a) Superior expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("Superior Personnel"); (b) Superior's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if Customer were to hire Superior Personnel, then Superior may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those Superior Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any Superior Personnel at any time when such Superior Personnel is employed or engaged by Superior or during the six (6) months after such employment or engagement ends, then Customer shall pay to Superior as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such Superior Personnel's salary and other compensation (including bonus or commission payments) at the time of

leaving his/her employment or engagement with Superior. For purposes of this provision, "hire" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

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

**EXHIBIT 4 - SERVICE COMMITMENT SUPPLEMENT**

**PART 1 – SERVICE LEVEL AND CLOUD PROCEDURES**

**Service Level Commitments**

**A. Availability**

**1. SERVICE LEVELS FOR THE APPLICATION SERVICES**

Superion shall provide the Application Services in accordance with the following service level commitment provisions.

**1. Overall System Availability**

**1.1 Target.** In each Service Period, the target for availability of the Application Services is 99.9% (“Availability Target”). “Service Period” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Application Services, excluding Sundays between the hours of 12:01AM and 12 noon Eastern Time for scheduled maintenance. During this time, Customers *may* experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions. Superion will notify the Customer if the entire maintenance window will be required.

**1.2 Measurement.** Service availability is measured as the total time that the Application Services are available during each Service Period for access by Customer (“Service Availability”). Unless otherwise specified, the measurement period for Service Availability is each Service Period and Service Availability shall be calculated at the end of each Service Period. Service Availability measurement shall be applied to the production environment, and the points of measurement for all Application Services monitoring shall be the servers and the Internet connections at Superion’s hosted environment.

Superion has technology monitoring, measuring, and recording Service Availability. The Client, at their discretion, may also employ monitoring tools. Said additional reporting tool must be non-invasive and may not reside in total or in part on Superion’s systems. Additionally, the use of said tool must be mutually agreed upon by Superion and the Client. The Client shall be wholly responsible for any and all costs associated including but not limited to licenses, installation on Client’s systems, support, maintenance, and renewal costs. In the event service availability does not meet contracted service levels and a discrepancy exists between Superion’s monitoring tools and the Client’s, the Service Availability indicated by Superion’s system shall apply for the purposes of this Service Commitment Supplement.

**1.3 Calculation.** Service Availability Targets are subject to change monthly due to the variance of the number of days in a month. The total number of minutes which the service was NOT available in a given month shall exclude those items listed in Section G. Service Availability for a given month shall be calculated using the following calculation:

The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

**1.4 Remedy.** If the Service Period target measurement, as calculated in 1.3, is not met with the result that the Customer’s use of the Application Services is severely interrupted in a given month, then the Customer shall be entitled to a credit calculated as follows:

<b>Actual Service Availability in the relevant Service Period</b>	<b>Percentage Reduction in Monthly Fee payable by Customer in the Immediately Subsequent Service Period</b>
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95%	10%
Less than 95%	25%

If during the term of this Agreement, Superion fails to meet the service level commitment targets specified above, the Customer’s sole and exclusive remedy in relation to such failure shall be the applicable credits specified. In no event shall Superion be obliged to provide any refund in relation to any credit, but rather the credit shall be applied to the next following invoice due to the Customer. Superion will utilize monitoring software to track and report actual service availability in the relevant service period. If the actual service availability during the relevant service period does not achieve the Availability Target, Superion will apply a service credit per the specifications above.



However, any credit entitlement that is not reported by Superior must be requested by the Customer within six (6) months of its occurrence or it shall no longer be available and the Customer will be deemed to have waived any rights in relation thereto and (for the avoidance of doubt) Superior's failure to meet the relevant service level commitment. In no event will credits due in any given month exceed twenty-five percent (25%) of that month's fees. Customer shall not be entitled to offset any monthly Application Services fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. The amount of any unused credit shall be paid in cash to Customer upon termination of the Agreement. Superior will provide reporting, as provided in Section G, showing performance and monthly service levels.

**B. Server Performance**

Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this hosting Agreement.

Superior shall provide hardware resources sized for the number of users and software modules licensed in the hosting Agreement. If the Customer requests, at some later date, to add additional software modules, increase user licenses, increase storage requirement, and/or request additional environments, the hardware and software requirements of such additions will be evaluated. If additional resources are required to support such modifications, additional fees may apply.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g., hardware, software, people, data communications link, etc.), Superior and the Customer will confer on the matter until a mutually agreeable solution is identified.

Performance monitoring and tuning will be performed as necessary to maintain an average in-network interactive response time. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network."

Superior is not responsible for Internet connectivity and/or performance outside the internal Superior host site infrastructure.

**C. Server Performance Stress Test**

At the request of the Customer, Superior will coordinate a performance stress test with the Customer, at an agreed upon time, during implementation and upon request after go-live. Superior will work with the Customer to identify critical application screens to benchmark during the performance stress test and coordinate with the Customer to create an accurate test scenario with the Customer's End Users. Upon completion of the performance stress test, Superior and the Customer will mutually agree to the performance benchmarks for the identified critical screens taking into consideration Internet latency, End User workstations limitations, and the Customer's Local Area Network.

**D. Scheduled and Emergency Maintenance for Application Services**

**Scheduled maintenance**

**System maintenance**

Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. All maintenance will be completed outside of the Customer's standard business hours of operation, unless requested by Customer.

**Superior application maintenance and upgrades**

Software maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, traditionally 8AM to 5PM Monday through Friday, unless requested by Customer. Software maintenance and upgrades will be scheduled in advance with the Customer's primary contact.

**Hardware maintenance and upgrades**

Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation, unless requested by Customer. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

**Emergency maintenance**

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superior management.

**E. Incident Response**

Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of Customer connectivity to all of the Application Services or (b) results in loss, corruption or damage to Customer's Data.
2	Critical	An Incident that has an adverse material impact on the performance of the Application Services or materially restricts Customer's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the Application Services but a fault exists in the Managed IT Services that restricts Customer's use of the Managed IT Services.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Application Services.

Superion will make reasonable efforts to respond to Services incidents for live production systems using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Superion will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Superion will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Superion will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Superion will respond within 24 hours of the issue being reported.	95%

**Measurement.** Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

**F. Disaster Recovery.**

Superion provides Disaster Recovery (DR) services for the systems hosted in a Superion data center for our hosted clients. The costs for DR services are included in the monthly fees. Services cover the following scenarios:

- (a) Loss of client data center. In the event the client's data center is inaccessible or rendered non-functional. Superion will provide the ability to connect to the appropriate Superion data center using software provided by Superion. This will provide the appropriate software to allow the client to connect to their systems from a remote site to previously identified critical services. Functionality may be diminished due to lack of access to hardware and/or software located in the client's facilities.

**G. Reporting**

Superion shall measure its performance against the performance metrics, as set forth herein, and shall provide a report of such performance on a monthly basis. Such report(s) shall be delivered via an agreed upon method and within ten (10) days following the end of the applicable monthly measurement period. The Customer may request changes to the format of the performance report and additional performance metrics as long as Superion may reasonably comply with such requests. Superion will schedule a performance review with the Customer upon request. In addition, upon Customer's request annually Superion will supply one (1) copy of our most recent PCI compliance reports.

#### H. Exceptions.

Notwithstanding anything herein, Superior shall not be responsible for failure to carry out any of its obligations under this Service Commitment Supplement (including liability to apply any credit for any failure to meet a service level commitment target) if the failure is caused by:

- (a) scheduled downtime in order to carry out maintenance or suspensions in the Application Services that Customer has been notified of in advance that occurs outside of Normal Business Hours, provided that, in event of any critical or urgent system issue, that does not reasonably permit advance notice to Customer. Superior shall provide notice as and when commercially reasonable with respect to such urgent issue, or as otherwise reasonably agreed between Customer and Superior. The system is reserved for maintenance on Sundays from 8am to 12 noon Eastern Time;
- (b) adverse impact due to the defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data supplied to the Application Services;
- (c) adverse impact as a result of denial of reasonable access by Superior personnel to relevant portion of Customer's systems or premises that prevents Superior from addressing and provided that no other commercially reasonable method is available to attain such information;
- (d) adverse impact due to material changes made to the usage of the Application Services by Customer where Superior has not agreed to such changes in advance and in writing;
- (e) adverse impact due to the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Application Services;
- (f) adverse impact due to a Documented Defect;
- (g) a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

### Cloud Procedures

#### A. Incident Resolution

Performance targets vary due to issue complexity and priority. For critical requests, Superior provides a continuous resolution effort until the issue is resolved.

#### B. Service Requests

Service requests are new requests that will take less than 8 hours to accomplish. The Superior Cloud Solutions management team will perform the prioritization for these requests. There will be a targeted resolution goal of up to five (5) days, with extra time being allowed if equipment or software needs to be ordered or multiple products have to be analyzed. However, more complex requests may take longer to complete. Any new service requests requiring more than 8 hours to accomplish may constitute a project and must be scheduled.

#### C. Non-Production Environments

Superior will make commercially reasonable efforts to provide non-production environment during Customer business hours. For avoidance of doubt, the aforementioned non-production environment are not included under the SLA metrics period(s) hereunder.

##### **Scheduled Maintenance**

###### System maintenance

Superior will provide all necessary hosted systems and network maintenance for non-production environments as deemed appropriate and necessary by Superior Cloud Solutions. All necessary maintenance will be scheduled with the Customer and may be completed during business hours.

###### Superior application maintenance and upgrades

Software maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. Software maintenance and upgrades will be scheduled in advance, with the Customer's primary contact.

###### Hardware maintenance and upgrades

Hardware maintenance and upgrades for non-production environments may be performed during the Customer's standard business hours. The primary Customer contact will be notified, via the on-file e-mail address, prior to hardware upgrades being performed.

**Emergency maintenance**

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. The primary Customer contact will be notified, when possible, via the on-file e-mail address, prior to emergency maintenance being performed. If no contact is made, emergency maintenance will move forward as deemed necessary by Superior Cloud Solutions management.

**Incidents and service requests.**

Non-production environment incidents will be considered priority 3 or priority 4 incidents as circumstances dictate and handled as such. Service requests will be prioritized and scheduled similar to production service requests.

**Non-Production environment refreshes**

Non-Production environment refreshes will be provided upon the written request of the Customer. Upon the receipt of a Customer's refresh request, Superior will schedule and complete the refresh within two (2) weeks of the request, unless additional time is required in order to meet Customer's expectations, but not to exceed four (4) weeks.

**I. Responsibility Summary Matrix**

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

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## PART 2 – ERROR CORRECTION

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1. Superior shall provide to Customer, during Superior's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution (the "Release"), as applicable.
2. Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by Customer in accordance with this Order. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate any error and to assist Superior in its efforts to diagnose, reproduce and correct the error. These support services shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.

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### Support Standards

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**I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

**II. Targeted Response Times.**

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications. With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Superior has a stated response within 60 minutes of the issue being reported and have a resolution plan within 24 hours.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within two hours of the issue being reported.
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported.
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported.

*\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superior staff and each session participant. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.*

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**SOLUTION AVAILABILITY AND SUPPORT**

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**1. Superior's Responsibilities**

Superior undertakes all responsibilities as outlined under Parts 1 and 2 of this Exhibit.

**2. Customer Responsibilities**

Superior will not be liable for a failure to perform its responsibilities under this Exhibit to the extent such failure is directly caused by the Customer not complying with its obligations under this Agreement.

- A. Customer will designate named contacts for contacting support. These named contacts will have undertaken specific training under the supervision of Superior in order to log faults and interact with support services.
- B. Customer may be asked to perform problem determination activities as suggested by Superior. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including modifying processes. Customer agrees to cooperate with such requests, if reasonable.
- C. Customer is responsible for the training and organization of its staff.
- D. Superior is not required to provide any services relating to problems arising out of any alterations of or additions to the Solution performed or authorized by parties other than Superior (including its contractors, or third parties under Superior's control). The Solution does not include development work on software not licensed from Superior or development work for enhancements or features that are outside the documented functionality of the Solution except such work described in Exhibit 1. Customer may request consulting and development work from Superior as a separate billable service.
- E. Customer will appoint a vendor liaison manager who will be Customer's primary contact with Superior on all commercial matters related to the Solution.

**4. Disagreement procedure**

In case the parties are in disagreement as to whether Superior has fulfilled its obligations under this ASP Order the parties shall use all reasonable efforts to amicably settle such dispute within five (5) working days. If the disagreement remains following such five working day period, the parties shall escalate the problem to the following representatives for the respective company to resolve the dispute:

Superior: Director of Operations (first level); VP of Services (escalation – 1<sup>st</sup> level); General Manager (escalation – 2<sup>nd</sup> level)

Customer: (To Be Designated by Customer): \_\_\_\_\_

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute under this Exhibit, the parties have a duty to continue fulfilling all their other obligations under this Agreement.

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- **Executive Summary**

- **1.1 Introduction**

This document is the Statement of Work (SOW) for the implementation of Community Development software and related services only with respect to the Solution software expressly identified in the Order (the "Agreement") for [Title] (The "Customer"). Superior ("Superior") will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the TRAKiT Software Solution. The SOW is an attachment incorporated as part of the Agreement signed by Superior and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

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

- **Project Overview**

The project will go through the stages of Kick Off > Review > Configure > Test > Train > Go-Live and will have its own payment schedule as identified in [Appendix 1](#). Throughout all stages, the Customer's main point of contact at Superior will be its Project Manager. Should the assigned project manager be unavailable, Superior will provide an experienced Project Manager in place. The Superior Project Manager will be responsible for the overall success on the Superior side, and will coordinate Superior resource tasks and schedule. As the Customer's primary contact, the Superior Project Manager will be present for all regularly scheduled status calls. He/she will defer to other Power User/ SME for data conversion, training, etc. Any issues will be escalated to the Superior Project Manager in the event that the Customer's needs are not being met.

- **1.1 Delivery Overview**

- Data conversion from single land management database and the Superior legacy systems
- Create & Track Permits/Projects/Code Enforcement Cases/Licenses/Citizen Incidents
- Provide ePlan review functions digitally (Bluebeam)
- Automated and manual workflow
- Mobile inspection (iTRAKiT)
- Reports & letters
- Online web portal for permit visibility & inspection scheduling, including permit application or payment acceptance (eTRAKiT)
- Integration with financial application
- Integration with ArcGIS Server

- **1.2 Duties & Responsibilities of Customer**

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

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

The Customer will provide Superior with access to Customer workstations, servers, and disk space for the purpose of Superior deploying the acquired Software. Customer workstations and servers must be compatible with software configurations requested by Superior. Superior may, at its discretion, provide a workstation to be deployed on the Customer’s network for the purpose of demonstrating the configuration of the acquired Software.

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

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to Superior necessary to complete the project, including, but not limited to: (a) Data obtained from Customer’s present system to be incorporated into the new Superior software; and (b) information relative to desired letters/reports to be incorporated into the Superior software. Should substantial changes occur that affects the negotiated project timeline, Superior will provide the Client with a Change Order for additional services to extend the project timeline.

- **Scope Overview**

The purpose of this project is to replace the Customer’s current Community Development applications with a new completely integrated solution and to improve the Customer’s existing administrative processes to take advantage of industry best practices that best leverage the TRAKiT application. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

### 1.3 Organizational Scope

The following departments and organizations will be part of the scope of the system. Customer represents that each of the departments and organizations below are comprised of Customer Employees.

#### Customer Departments in Scope for the project

Departments	

### 1.4 TRAKiT Software Scope.

Superion will deliver computer software (TRAKiT) and database structures for SQL/Server database

- **Provide TRAKiT modules for Community Development to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects**

**Deliverable:** TRAKiT software modules to include:

- 1) GeoTRAK
- 2) AEC TRAK
- 3) PermitTRAK
- 4) ProjectTRAK
- 5) CodeTRAK
- 6) CRMTRAK
- 7) LicenseTRAK

**Deliverable:** Deliver General License Renewal automation for LicenseTRAK

The acquisition of LicenseTRAK includes sixteen (16) development hours for the sole purpose of basic, custom development related to License Renewal automation within TRAKiT and/or eTRAKiT, and four (4) hours for the purpose of scoping the client's License Renewal needs. The hours may only be used during the scope of the original project implementation. Actual level of effort will be determined upon agreement of specifications that will be outlined in collaboration with the client, and a scoping document provided by Superior. Client will be responsible for a Change Order should the development hours required exceed the allocation allowed in this statement of work. If additional effort is required, the License Renewal deliverable may be delivered outside of the scope of the core TRAKiT implementation.

- Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.

**Deliverable:** Requires a separate web server hosting the ASP.NET pages to provide the following functions:

- 1) Includes one (1) Standard Permit Form for online customers. Further changes to permit form will incur an additional cost.
- 2) Request inspections as a Contractor or Citizen.
- 3) Review inspection, review, condition, fee statuses and updates.
- 4) Search general license information. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
- 5) Submit complaints.
- 6) Create user logins for citizens and/or contractor login.
- 7) Inspector login to change/input results.
- 8) Reviewer login to update review notes and status results.

- Provide iTRAKiT Inspect, iTRAKiT Code, and iTRAKiT Fire modules for field-ready iPad interface.

**Deliverable:** iTRAKiT module for iPad to provide the following functions:

- 1) Login as TRAKiT Inspector.
- 2) Complete and result scheduled PermitTRAK inspections from the field.
- 3) Utilize in off-line mode without internet connection (GIS will not update).
- 4) Provide access to Google Maps.
- 5) Calculate efficient route.
- 6) Upload photos from iPad, and view associated attachments (requires connection).

- **Provide Integration to ArcGIS**

**Deliverable:** The TRAKiT Standard GIS Viewer is delivered with features to enable your agency to manage all development activities such as permits, projects, land management, code enforcement, licensing, and inspections directly from the parcel fabric.

**Includes the following:**

- 1) Accessible from any TRAKiT module
- 2) View restrictions for a parcel
- 3) Zoom in/zoom out control
- 4) Use the mouse wheel to zoom
- 5) Full Map button allows immediate access to full map extents
- 6) Add new restrictions to a single parcel or multiple parcels at once
- 7) Functionality allowing the addition, removal, or copying of records
- 8) Allows the selection of multiple records at one time
- 9) Create multiple records at once with unique record numbers
- 10) Selection List for adding/removing parcels from a selection
- 11) Map overview window to easily navigate around screen
- 12) Print Map view using a print template
- 13) Query and plot TRAKiT data on the map
- 14) Allows user to pan around the map
- 15) Change the properties of the measurement (metric, feet, acres, etc.)
- 16) Export the selection list into Excel
- 17) Use Dynamic or Tiled Map services
- 18) Select parcels by circle, polygon, line, etc.
- 19) View a list of parcels selected within a separate window
- 20) Ability to use "sketching" tools on map (colors, pushpin images, etc.)
- 21) Draw polygons, shapes, squares and lines on map
- 22) Insert text directly on the map
- 23) Can see related record details (permits, cases, etc.) of the parcel
- 24) Clear Selection allows user to clear the selected list
- 25) Show Data displays all attributes at the selected parcel
- 26) Print reports, labels, or letters for the selected parcel group
- 27) Radius Notification allows buffer distance selected on multiple parcels
- 28) View a "pop-up" window with details about current selected parcel
- 29) Look at streets with Google® Maps Street View (requires Google key)
- 30) View pictometry with Microsoft® Bing Maps
- 31) Create a query and save custom queries for visually displaying details
- 32) Quickly run a saved query from the Advanced Search
- 33) Associate different user-specific Bookmarks based on different views
- 34) Administrators can change map preferences and import different GIS data
- 35) View attribute data for any layer
- 36) Route daily Inspections (requires Network Analyst)
- 37) Search for properties based on user defined criteria without leaving map
- 38) Export the map into a JPEG
- 39) Add external map services
- 40) Advanced Table of contents with layer visibility toggle and legend
- 41) Integrates with Geocode services
- 42) Incorporate push-pins to the map (associate custom push-pins)

### 1.5 Data Conversion Scope

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

Superior has included conversion services & pricing in the Order for the conversion services outlined below.

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

**Applies to:** Land data from a single source, historical data in Superior Legacy Systems.

- Assessor / GIS Connect
- Naviline

### Requirements and Notes:

Customer will:

(1) For GeoData/GIS Conversions:

- a. Client understands that TRAKIT integration relies on the agency's source data format remaining constant once conversion instructions are provided by the client. Any change to the TRAKIT GIS/GeoTRAK integration that is due to data format changes will be subject to a Change Order.

(2) Customer to provide Superior all tables and files that are necessary for historical data conversion.

(3) Customer to provide all necessary files and data to Superior within thirty (30) days of project commencement date.

(4) Customer to sign off on Data Conversion Data Mapping Specification provided by Superior.

- a. While minor changes to this Specification are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
  - i. Modifying translation logic for data sources that are included in this document;
  - ii. Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
- b. Major changes will incur an additional cost. Major changes include:
  - i. Requirements to convert additional data sources;
  - ii. Modifications to structure of data sources, including field names or data types;

- iii. Changes requested after the deadline for issue submission;
  - iv. Fundamental changes to conversion methodology as determined by Superion.
- (5) Customer will thoroughly test data converted by Superion after each delivery and report issues within the timeframes agreed in the Project Schedule. In the event that unplanned data conversion activities are required, then Superion and Customer will mutually agree on an appropriate change in project cost.

### 1.6 Integration Scope

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

**Applies to:** Deliver integration to Naviline financial system.

**Deliverable:** Create a stored procedure/batch script routine to export financial details nightly from the TRAKiT system into the Naviline financial system.

**Deliverable:** Superion will integrate with the Bluebeam software using standard scripting (bFX and bAX file formats). Customer will license Bluebeam Revu Standard.

Customer will use Bluebeam for markup/annotation purposes of any submitted plans.

- 1) Plans can be submitted either in-person by customer or via the eTRAKiT portal.
  - a. After a submittal through eTRAKiT, the user will see the attachment (PDF) for viewing within TRAKiT.
  - b. New reviews will be created within TRAKiT and assigned to specific Reviewers for follow-up during the initial application intake process of eTRAKiT.
  - c. When the user is reviewing, they will see any corresponding attachments in TRAKiT.
- 2) Viewing and opening attachments in TRAKiT.
  - a. Only applies to PDF document submittals.
  - b. TRAKiT user will see a button next to any PDF documents allowing the user to "Open in Bluebeam."
    - i. Bluebeam Revu must be installed on the Customer user's workstation for Bluebeam software to open.
  - c. Attachment will be sent to Bluebeam and opened on the user's workstation.
  - d. User will markup, comment, and annotate within Bluebeam Revu software.
  - e. User will use "Save" function to save their work back to TRAKiT's attachments.
    - i. TRAKiT application must be accessible to the user's Intranet. Or the TRAKiT Application server must be exposed to the internet for post-back.
    - ii. Comments, markups, and annotations will remain within Bluebeam software and not copied back into TRAKiT.
  - f. Multiple departments are able to work on the same plans simultaneously and save comments separately.
    - i. Standard notes from TRAKiT will not incorporate with Bluebeam Revu. These would need to be exported and imported to each user's desktop as a Toolkit component if required.

- 3) Resubmittals of plans from customer will be stored in the TRAKiT attachments.
  - a. TRAKiT user will see a checkbox next to each attachment and a button, "Copy Previous Revisions," allowing the prior comments from a previous iteration to be copied onto the newest plan set.
  - b. The PDF will then be opened in Bluebeam Revu for editing/confirmation of previously noted issues.
  - c. User can use Bluebeam's statuses to determine which issues have been resolved, or are still pending.
- 4) Compare between two (2) PDF versions.
  - a. TRAKiT user will see a checkbox next to each attachment and a button for "Compare," opening both versions into Bluebeam Revu.
  - b. Both PDFs will appear in a side panel within Bluebeam. User will see the following details within the panel:
    - i. Attachment names
    - ii. TRAKiT logo
    - iii. Permit/Project #
    - iv. Record Description
  - c. User will then select "Overlay" function in Bluebeam to compare the two PDFs.
- 5) Permit Technician/Project Owner will have function to flatten and finalize plans via Bluebeam Revu.

**Applies to:** Deliver integration to Laserfiche Document Management System.

**Deliverable:** Real-time exchange of attachments moved from TRAKiT into Laserfiche's storage. Superior standard Laserfiche integration. Customer will ensure that the product/license is up to date to take advantage of Superior's integration.

**Applies to:** Provide Credit Card Reader Interface.

**Deliverable:** Superior will provide integration with AMS to support multiple merchant IDs

**Agency Responsibilities:**

1. Two Merchant Accounts (one for test purposes, one for production purposes) will be obtained by the agency and provided to Superior within 10 business days of request.
2. The agency will provide all convenience fee requirements within 10 business days of request.
3. As necessary, and to facilitate Superior's ability to deliver the solution, the agency will facilitate contact with the selected vendor within 3 business days of request.
4. Agency must procure the AMS device (model and device # are subject to change) directly from the vendor as these devices are encrypted to the agency's gateway during setup.

Below are the steps that would be taken by the cashier to pay fees with a credit card:

1. The user will select items to pay in TRAKiT as usual.
2. With the Cashier screen open, the user will select 'Credit' as the payment method and click 'Pay.' Then the user will swipe the credit card through the card reader.
  - a. The credit card verification screen will come up (Users will enter details into the AMS app). Users can edit each of the data elements:
    - i. The following items are read from the card
      1. Card type, Card number, Expiration date, First/Last name
    - ii. The following items are taken from the Contact identified in "Paid By" on the cashier screen:
      1. Address, City, State, Zip
    - iii. The Card Verification Number (if required) must be manually entered
  - b. The Card Verification Number (if required) must be manually entered
  - c. When the cashier clicks pay:
    - i. AMS will then process the payment using the AMS gateway
      1. This would require a connection to the Internet from the workstation being used
    - ii. If the transaction fails, the user can try again
    - iii. If the transaction succeeds, the fees are marked as paid, and the confirmation number from AMS is placed in the "Check/Conf No" field in TRAKiT.

Options available at additional cost:

- Debit Card PIN transactions.
- Integration with Cash Drawer system. (this option is included in the proposal)

**Applies to:** Provide eTRAKiT Credit Card API

**Deliverable:** Superior will install/configure the eTRAKiT payment plugin interface to process online credit card payments (for Mastercard, VISA, and Discover) through one of the following payment vendors. AMEX may occur additional fees paid by the agency outside of this integration cost.

This capability will be added to the agency's eTRAKiT website in a redirect mode only. The payment plugin supports the processing of transactions through one Merchant Account with one Service Code and one Merchant ID.

- Authorize.NET
- USA ePay
- Virtual Merchant
- PayFlowPro (PayPal)
- CSI (Jetpay)
- MSB

All sensitive credit card data is collected, processed, and stored outside of eTRAKiT.



Interface will be available to the eTRAKiT customer when checking out to pay fees.

Agency responsibilities:

1. Two Merchant Accounts (one for test purposes, one for production purposes) will be obtained by the agency and provided to Superior within 10 business days of request.
2. The agency will provide all convenience fee requirements within 10 business days of request.
3. As necessary, and to facilitate Superior's ability to deliver the solution, the agency will facilitate contract with the selected vendor within 3 days of request.
4. Prior to scheduling this integration, the agency will need to provide credentials from the vendor of choice:
  - Merchant ID
  - PIN
  - Username
  - Password

Options available at additional cost:

- Does not include integration with online eCheck payment systems. This is available for additional fee.

**Requirements and Notes:**

Superion is not responsible for the applicable third party software, third party hardware, third party system software or third party services costs which may be required for the configuration of the interfaces described or any additional costs that the third party might require for the integration to be successful.

The Customer is responsible for any necessary communications with third party vendors, if necessary, to accomplish the Interface scope in this SOW. This includes notifying third party vendors of their intent to interface products and the projected timelines for implementation. Superior is not responsible for delays caused by third party readiness.

**1.7 Modification/Enhancement Scope**

The Customer does not have any Solution Software modifications or system customizations in scope for this project. If Solution Software modifications or customization needs are identified during the project, the Customer and Superior will follow the scope change process identified in this SOW which will describe additional scope of work and payment of fees due for such additional hours/pricing.

**1.8 Forms and Reporting Scope**

The following forms, reports, and routines have been identified and included in the agreement as further described below:

**Deliverable:** Superior will provide services as outlined in the agreement for custom report modifications.

**Deliverable:** Provide one hundred (100) standard reports from TRAKiT's library, along with the following standard libraries:



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

**Deliverable:** Superior will provide services as outlined in the agreement for custom form modifications.

### Requirements and Notes:

- (1) Custom forms/reports specifications must be identified and signed off no later than the initiation of the Testing Phase of project, or as defined by the agreed Project Plan.
- (2) Customer to provide information regarding fee formulas, usage, permit and project forms.
- (3) Sign off on forms/reports specification provided by Superior:
  - a. While minor changes to specifications are allowed through the testing period at no additional cost, Customer acknowledges that they will thoroughly review the specification document, and that the format and content is correct to the best of Customer's knowledge. Minor changes include:
    - i. Modifying form/report logic for data sources that are included in the specification;
  - b. Major changes may incur an additional cost as defined by Superior. Major changes include but are not limited to:
    - i. Requirements to reformat the report after it has already been delivered;
    - ii. Modifications to the structure of content being displayed;
    - iii. Changes requested after the deadline for issue submission;
    - iv. Fundamental changes report format/content as determined by Superior.

### **1.9 Installation Services Scope**

The SOW describes below the installation services identified in the Agreement. These services include:

- Installation of two (2) instances of TRAKiT to be completed.
- There will be one (1) initial installation and a copy will be taken to create the second instance (TEST account) prior to the client's go-live event.
- Superior will complete all installation remotely.

### Requirements and Notes:

- (1) Superior and the Customer will mutually agree on the dates and schedule for the installation and other services in this area.
- (2) Superior does not configure or install any hardware, or provide IT support for other software (e.g. SQL server, SSRS, etc.) that exists in the client's environment.

### **1.10 Training, Configuration, and Testing Scope**

Superior includes Training, Configuration, & Testing outlined in the Agreement and further described below.

### Discovery Phase

**Deliverable:** Provide Web Conferencing Training, Onsite Meetings, & Remote Reviews as outlined.

**Deliverable:** Customer to complete configuration workbooks provided by Superior. The workbooks are designed to assist Superior in capturing the Customer's business processes and requirements. Superior will use a combination of the workbooks and information gathered during meetings to set up and configure the software.

**Configuration Phase**

**Deliverable:** Provide remote configuration of TRAKIT software as outlined in the agreement and as specified by the client workbooks.

**Testing Phase**

**Deliverable:** Provide Onsite Training, Onsite Meetings, and Remote Configuration as outlined.

**Education Phase**

**Deliverable:** Conduct on-site, hands-on End User training at Customer office as outlined in the agreement. Class size is limited to eight (8) students per day.

**Deliverable:** Provide System on-site Administrator training. Superior provides training guides and user manuals as part of training.

**Deliverable:** Provide onsite Report Writing training. Superior provides training guides and user manuals as part of training.

**Launch Phase**

**Deliverable:** Provide onsite go live assistance at Customer's office as outlined in the agreement.

**Requirements and Notes:**

1. Onsite means at Customer's facilities
2. Remote means from Superior facilities
3. Completed workbook must be received by Superior prior to the start of the configuration phase

• **User Category Definitions**

<b>Power User/ SME</b>	Includes those individuals providing business process overview used to make TRAKIT configuration decisions during the Discovery phase, and providing testing feedback during the Testing phase of the project. These individuals comprise the Power User/ SME of decision makers for the other groups. For instance, if there is 5 building inspectors, we recommend selecting a single inspector to represent the entire team.
<b>End Users</b>	All users that will need to be trained on the use of TRAKIT for conducting daily operations.
<b>Customer Steering Committee</b>	Those individuals usually comprised of department division managers/directors, making executive level decisions. Responsible for signing official documents related to the TRAKIT implementation and providing guidance on management needs. Sometimes comprised of Power User/ SME.

• **Stages and Milestones**

**1.11 Kickoff / Review**

**Begins:** Contract Execution

**Ends:** Workbook completion and 3<sup>rd</sup> party integrations sign-off by Customer and Superion and all data/documentation provided by Customer

**Description:** This stage of the project involves discussing and documenting how the business processes and systems will function. It will include meetings, both in person and remote, between the Superion PM and Customer team. The Customer will fill out workbooks based on discussions and guidance from Superion. The Superion PM will be the Customer's main point of contact, and is responsible for the overall design of the system. Superion's data conversion team will work with Customer staff to map and document data to be migrated into TRAKiT.

During this stage of the project, Superion will create a project plan. This project plan will outline tasks, Superion resource roles, Customer resource roles, duration, dependencies and start/end dates throughout the project. It will be used to help the Customer plan its own internal task scheduling as well as provide shared visibility into timelines as the project progresses. Superion will be responsible for updating the project plan each week following a status update call with the Customer.

**Primary Responsibilities for Customer:**

- Communicate project goals, value, schedule internally
- Assist in developing project schedule / milestone dates
- Purchase/install system infrastructure and provide appropriate access (VPN, etc.)
- Ensure that all appropriate Power User/ SME participate in all relevant discussions
- Provide process flows, source data, and documentation in a timely manner
- Make informed business decisions in a timely manner
- Complete workbooks with assistance from Superion
- Provide contact information for any relevant 3<sup>rd</sup> parties

**Primary Responsibilities for Superion:**

- Conduct kick-off meeting with Customer.
- Install base software with demonstration data
- Creation and maintenance of shared project plan
- Organize and lead design sessions with Customer. As permitting consultant and expert on TRAKiT software, provide guidance on best practices, changes to increase efficiency, and challenge Customer's current processes and way of thinking.
- Document TRAKiT configuration requirements, functionality and workflow
- Document interface requirements/mappings
- Services to be provided do not include hardware

**1.12 Configure**

**Begins:** Workbook completion and 3<sup>rd</sup> party integrations sign-off by Customer and Superion and all data/documentation provided by Customer.

**Ends:** Customer acknowledgement on Testing Begins letter.

**Description:** Superion will be responsible for configuring TRAKiT, while the Customer will be responsible for coordinating any 3<sup>rd</sup> party vendors and developing any documentation required for system testing. All communication between the Customer and Superion in this stage is anticipated to be done remotely. The Superion PM will be the Customer's primary contact with other Superion resources utilized as-needed.

**Primary Responsibilities of Customer:**

- Coordinate configuration / development of any 3<sup>rd</sup> party vendors
- Develop standard operating procedure (SOP) documentation
- Develop testing and training plan
- Participate in weekly status calls

**Primary Responsibilities of Superion:**

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

### 1.13 Test / Initial Training

**Begins:** Customer acknowledgement on receipt of Testing Begins letter.

**Ends:** Customer acknowledgement on Testing Ends Letter.

**Description:** This stage of the project will begin with a Superion training expert coming onsite to perform Power User/ SME training with Customer staff. The Customer will then begin its testing process, notifying Superion as issues / questions arise. There will be remote communication between the Customer and Superion PM regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. Superion will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other 3<sup>rd</sup> party systems. The Customer will be responsible for communicating issues / resolution with all relevant vendors. The Superion PM will remain the Customer's main point of contact, but this stage will likely see increased involvement from other Superion team members for testing support.

**Primary Responsibilities of Customer:**

- Provide key staff availability and appropriate facilities for training and testing
- Execute all phases of testing plan, including 3<sup>rd</sup> party integration
- Provide constructive, detailed feedback to Superion based on testing results
- Coordinate issues / resolution to 3<sup>rd</sup> party vendors
- Amend training plan / SOPs as needed
- Participate in weekly status calls
- Participate in system administration and report writing training at Superion facilities in San Diego, CA
- Lead end-user training sessions

**Primary Responsibilities of Superion:**

- User training for Power User/ SME Testing
- Assist Customer with questions / issues on as-needed basis
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Provide iterative configuration / data conversion deliveries based on testing feedback
- Lead weekly status calls with Customer
- Maintain shared project plan

### 1.14 Final Training / Go Live

**Begins:** Customer acknowledgement on completed Testing Ends letter.

**Ends:** Customer sign-off of completed post go-live follow-up visit from Superior and any outstanding systems issues clearly identified.

**Description:** This stage of the project involves using the system in production. The Customer and Superior will agree upon a go-live week during which the Customer will cease use of the legacy system and will begin using TRAKiT for production use. Immediately prior to go-live, Superior and the Customer will perform data conversion from legacy system(s) into TRAKiT. During data conversion, the Customer understands that services on legacy software may need to be suspended or operations be continued in an alternative manner.

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

#### Primary Responsibilities of Customer:

- Coordinate historical data conversion with Superior
- Coordinate internal and external communication of Go-Live plan and potential business impacts
- Provide staff availability for end-user training
- Follow standard operating procedures
- Provide staff availability for rapid issue response
- Work collaboratively with Superior team to rapidly solve any production issues as they occur

#### Primary Responsibilities of Superior:

- Convert historical data prior to go live
- Provide onsite go-live support
- Work collaboratively with Customer team to rapidly solve any production issues as they occur
- Provide issue tracking portal for team member visibility to issues/status/resolution

- Lead weekly status calls with Customer
- Maintain shared project plan
- Perform follow-up visit

Provide system administration training at Superion facilities.

• **Implementation Approach**

**1.15 Data Conversion Approach**

Data conversion development is the joint responsibility of the Customer & Superion. The Customer will be responsible for extracting data from the legacy system. Superion will be responsible for importing the data conversion files from Customer into TRAKiT using standard imports (where available) or conversion programs. When Superion is engaged to write a data conversion via a conversion program, the process flows as outlined:

Task	Superion Role	Customer Role
Validate conversion scope	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
Discovery call between the Customer and the Data Conversion Specialist assigned to write the data conversion program. During call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Provide to Superion all tables and files that are necessary for historical data conversion.	Provide FTP or other agreed upon secure method for transfer of data	Provide data
Specifications are created by the Data Conversion Specialist and sent to the Customer	Develop Specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revised specifications as necessary	Review Specifications and provide feedback
Complete data conversion checklists. Client and Superion will compile separate checklists that will be compared at data delivery	Complete data conversion checklists and compare to client checklist	Provide data from Legacy system in Superion required formats, and complete data conversion checklist
Deliver data and data conversion checklists for testing. Walk the customer staff through testing data conversion	Deliver data and completed data conversion checklist	None
Tests results and reports any discrepancies	Supports the Customer Testing converted data	Test and validate data
Superion Data Conversion Specialist adjusts conversion program and delivers data	Adjust Conversion Program	None
Steps 8 and 9 are repeated until sign off in step 11.	-	-
Customer signs off on completion	None	Sign Off

**Requirements and Notes**

- 1) The Customer is responsible for validating all data once it is converted into TRAKiT
- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the conversion process, clean all data, and extract data from legacy to comply with Superion file layouts.

- 3) The Customer resources will provide the resources to assist with legacy data, data mapping and data validation.
- 4) The Customer will be responsible to get the legacy data “conversion ready”, meaning it is clean (duplicates, typos, missing information, etc. have been corrected) and in a format that Superion can read for import purposes (Excel spreadsheet, for example).

### 1.16 Interface Approach

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

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

Task	Superion Role	Customer Role
Validate Interface Scope	Provide input on scope and advise Customer on best practices related to interfaces	Provide input
Discovery between The Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
Specifications are created by the Interface Developer and sent to the Customer	Create specifications	Provide input and answer questions if necessary
Customer reviews and signs specifications	Revise Specifications as necessary	Review Specifications
Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to Superion
Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation.	Revise interfaced report as necessary	None
Steps 6 and 7 are repeated until sign off in step 9.	-	-
Customer signs off on completion	None	Provide Sign Off

### Requirements and Notes

- 1) The Customer is responsible for validating all data transferred into TRAKiT and data transferred from TRAKiT to another application
- 2) Customer will provide Power User/ SME that are familiar with existing data structures in the legacy system to assist with the interface process.
- 3) The Customer resources will provide the expertise in 3<sup>rd</sup> party data, data mapping and data validation.

### 1.17 Reports Approach

When Superion is engaged to write reports Superion and the Customer will use the following approach:



Task	Superion Role	Customer Role
Create Scoping Document	Provide input on scope and advise Customer on best practices related to reports	Define initial report and requirements
Discovery between The Customer and the Project Manager. Specifics of the report are detailed so that both parties have a full understanding.	Participate in discovery and make decisions	Document specifications
Specifications or current report samples are created by the Customer and sent to Superion	Develop specifications and send to Customer for review	Provide input and answer questions if necessary
Superion and Customer reviews and signs specifications	Review specifications and provide feedback	Revise Specifications as necessary
Report Writer creates report and delivers to the Customer	Create report	Provide SME to answer questions if necessary
Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review and test report. Provide feedback to Superion
Superion Report Writer adjusts report based on the Customer feedback and re-delivers.	Revise Report (if necessary)	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	Superion Role	Provide Sign Off

#### **Requirements and Notes:**

Customer will provide written specifications and or current samples for all reports Superion has agreed to develop.

#### **1.18 Forms Creation Approach**

When Superion is engaged to develop custom Forms, Superion & Customer will use the following approach:

Task	Superion Role	Customer Role
Validate Forms Scope	Provide input on scope and advise Customer on best practices related to Forms	Define initial Forms and requirements
Discovery between the Customer and the Project Manager. Specifics of the Workflow are detailed so that both parties have a full understanding.	Document forms specifications	Participate in meetings and make decisions
Specifications are created by the Project Manager and sent to Customer	Develop specifications and delivery to Customer	Provide input and answer questions if necessary
The Customer reviews and signs specifications	Revise Specifications as necessary	Review and provide feedback on specifications
Superion Form Developer creates Forms and delivers to the Customer	Create forms	Provide SME to answer questions if necessary
Customer staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Test forms
Superion Form Developer adjusts Forms based on Customer feedback and re-delivers.	Adjust forms based on Customer feedback	None
Steps 6 and 7 are repeated until sign off in step 9.		
Customer signs off on completion	Superion Role	Provide Sign Off

#### **Requirements and Notes:**

Customer will use one of Superior’s standard formats. If Superior standard format does not meet requirements, the Customer can have a custom formed created at additional expense.

### 1.19 Consulting, Configuration, and Testing Approach

Superion Training, Consulting, and Configuration are broadly defined by the below approach.

Task	Superion Role	Customer Role
Customer will complete configuration Workbooks supplied by Superior. The Workbooks are designed to provide Superior staff with the Customer business requirements to assist with set up and configuration.	Provide Workbook and support the Customer as they complete	Complete Workbooks
Superion staff will lead and participate in all phases of the project to make sure the Customer can effectively use TRAKiT	Lead and participate in all phases of the project	Participate in the project
Superion will assess via Business Process Review the Customer’s business practices and make recommendations in the best practice use of TRAKiT. These recommendations will be used to guide the use and configuration and use of TRAKiT	Provide thorough business process review and make recommendations	Provide business requirements and describe current business processes and practices
Superion will train End Users on all aspects of TRAKiT so they have adequate knowledge to support and use the software effectively	Train End Users on all aspects of TRAKiT	Participate in all training
Superion will supply configuration options (as necessary) based on the Customer’s business practices	Supply configuration options	Make configuration decisions
Superion will work with and train the Customer on the set up and configuration of TRAKiT	Train Customer on set up and configuration	Participate in all necessary set up and configuration
Customer will actively test all configured components of TRAKiT after system is set up and configured by Superior	Support Customer during testing phase	Test and report all discrepancies to Superior

#### Requirements and Notes:

- 1) Prior to the Business Process Review the Customer is to provide business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKiT.
- 2) Customer will create and document a testing plan prior to the beginning of testing.
- 3) Staff with the appropriate skills and experience will be furnished by Superior for each Consulting Session or other review activities, whether onsite or conducted remotely.
- 4) Customer will actively participate in all training, consulting, and configuration of TRAKiT
- 5) The Customer will supply SME’s in all areas of the software and will provide information to Superior consultants on business processes, policy, and information in order to set up and configure all areas of TRAKiT.

### 1.20 Training Approach and Knowledge Transfer

Superion will train both the Customer Power User/ SMEs and End Users as part of this project.

Power User/ SME Training: Superior will conduct training for the Power User/ SME. The following areas are the types of training Superior will conduct with the Customer’s Power User/ SME.

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

- **Project Governance**

### Project Staffing

The following list provides an overview of committees and positions for Superion and the Customer. Final responsibilities and team members are identified during the implementation-planning phase of the implementation.

#### 1.21 Customer of Staffing

##### Project Sponsor

The Customer's project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the Customer.

##### Executive Steering Committee

The Customer's Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department directors in the Customer. The Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Steering Committee also serves as primary level of issue resolution for the project.

##### Project Manager

The Customer's project manager will coordinate project team members, Power User/ SME, and the overall implementation schedule. The Project Managers will be responsible for reporting to the Steering Committee and providing the majority of the Customer's change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all Superion activities with the Superion project manager.

### Project Core Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager and Steering Committee.

### Requirements and Notes:

- 1) The Customer may have multiple staff providing the roles outlined above
- 2) Skill type is for example purposes only and does not reflect the actual positions at the Customer.

## 1.22 Superion Staffing

### Project Management Organization (PMO)

- Provide support to Project Managers in reporting project progress to Steering Committee as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

### Project Manager

- Fulfill Go Live dates
- Support the Customer Project Manager in monitoring and reporting overall implementation progress (duties of both the Customer and Superion)
- Monitor and report progress on Superion's responsibilities
- Immediately notify the Customer Project Manager and Project Sponsor/Steering Committee of any issue that could delay the project
- Fulfill all Superion project deliverables outlined in the SOW.
- Provide Superion Staff according to the project plan
- Facilitate coordination between all Superion departments
- Monitor the schedule and make course corrections as necessary.
- Serve as the point person for all project issues. (First escalation point)
- Prepare weekly status along with weekly project call or meeting
- Provide issue resolution status, tracking, and procedures

### Functional Leads and Trainer (Project Manager, Consultants, Developers, and Technical resources)

- Work with the Customer SMEs to design and configure the functional components of the TRAKiT system for optimal long-term use.
- Lead the TRAKiT software configuration with assistance from the Customer's Functional Leads.
- Assist with the resolution of issues
- Trains the Customer core group during the configuration of software



# SUPERION

- Create and deliver data conversion programs according to Customer specification and this Statement of Work
- Create and deliver interface programs according to Customer specification and this Statement of Work
- Create and deliver Reports according to this Statement of Work

- **Project Management**

Superior's Project Work Plan will consist of the following tools and will be maintained throughout the project.

### **1.23 Project Schedule**

Superior will create a detailed project schedule encompassing the full scope (all phases, including third party activities) of the project within 60 days after contract signing. The Customer's project manager will provide feedback on the project schedule.

The Project Plan will contain:

- All project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- All Milestones and Deliverables
- Task dependencies (if applicable)

### **1.24 Agendas**

Superior's project manager will provide a project schedule as part of the work plan. The schedule will outline the planned Superior onsite visits for Superior staff. Agendas for all work sessions will be provided by the Superior Project Manager at least 1 week prior to any on-site meeting. Agendas will include:

- Meeting objective
- Detailed tasks to be performed
- Recommended participants
- Detailed schedule breakdown of meeting topics
- Resources required for each meeting.

### **1.25 Status Meetings**

Superior and the Customer will hold at minimum a bi-weekly meeting on a schedule to be determined.

A regular status meeting with the Power User/ SME members including the Superior and Customer Project Managers. Topics to include.

- Project plan
- Discuss current activities
- Action items from the last meeting
- Project Issues and Risk log
- Milestone or Deliverable

The Customer Project Manager and Steering Committee should participate in status meetings on a bi-weekly basis. Topics to include.

- Project Overview and Status

- Critical issues impacting the project
- Decisions needing steering committee assistance
- Milestone or Deliverable approval

### **1.26 Status Reports**

Superior's project manager will prepare status reports on a weekly basis for the duration of the project. Status reports will be used to communicate key project information to the Customer's Project Manager and Steering Committee. Reports are to include:

- Project Status
- Summary of accomplishments
- Late Overdue items
- Status of key milestones deliverables
- Project timeline
- Issues/Risks
- Project Budget

### **1.27 Issues Log**

Superior and Customer will maintain a list of issues (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Both Customer and Superior project managers and project team members are responsible for adding items to the issues log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Component unit/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested (if applicable)
- Date Closed (if applicable)

The Customer and Superior project managers will review the Issues Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.

The Customer Project Manager or the Superior project manager may choose to escalate and issue following the issue resolution process defined in this SOW.

Items directly related to TRAKiT will be logged with Superior's Helpdesk, and tracked in the case system.

### **1.28 Deliverable and Milestone Approval**

The Customer will review, approve and provide written sign-off for all Deliverables and Milestones identified in Appendix 1 of the SOW by following the below process:

1. Superior will submit in writing to the Customer a Deliverable or Milestone completion form for each completed Deliverable or milestone.
2. The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within five (5) business days of receipt of the form for each completed Deliverable or Milestone. If Superior does not receive a signed completion form within five (5) business days and the Customer has not requested additional review time, the Deliverable or Milestone will be deemed accepted.
3. Superior and the Customer will work together to review Deliverable and Milestones which are not approved and create a plan to address. When the Deliverable has been updated or the Milestone achieved a revised form will be submitted. The Customer will then review the Deliverable or Milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within five (5) business days of receipt of the updated completion form. This process will be repeated until the Customer grants approval and signoff on the Deliverable or Milestone.
4. In all instances, the terms of section 2.2 will apply in that should substantial changes occur that affects the negotiated project timeline, Superior may provide the Client with a Change Order for additional services to extend the project timeline.

Upon approval of the Deliverable or Milestone, the Customer Project Manager will sign the completion form and shall return it to Superior's Project Manager.



- **Change Requests and Changes to this Scope of Work**

The Customer and Superion may request a change to this scope of work by following the process outlined in this section.

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

The change order will provide sufficient detail including the following.

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

Either Superion or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the Dispute Resolution process identified in Section 9.3.

- **Implementation Schedule, Timeline, Scope Clarification & Miscellaneous Items**

### 1.29 Implementation Schedule

Specific project dates will be mutually determined upon execution of the contract and will be maintained in the Project Plan.

### 1.30 Facility Requirements

Superion recommends the following facilities be available for the entire life cycle of the project.

1. The Customer will provide an adequate workspace for each onsite Superion consultant, with access to a desktop workstation, network, and close proximity to the Customer Project Team. Adequate breakout and conference space will also be provided.
2. When Superion is onsite, the Customer Project Team should ideally be located near the Superion project members to facilitate good communication and coordination amongst the team members.
3. Customer to provide classroom space, workstations, and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then Superion can provide onsite laptop labs for an additional cost.

### 1.31 Dispute Resolution Procedures

The Customer and Superion should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and Superion will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to Superion and Customer's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the Superion Project Manager and the Customer's Project Team (including the Customer's Project Manager).

All issues or concerns will be discussed actively and openly between Superion's Project Manager and the Customer's Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superion should escalate to Superion management in the sequence below, as needed:

Contact	Phone	E-mail
Timothy Pease – Mgr., Professional Services – Consulting	407-304-3938	<a href="mailto:timothy.pease@Superion.com">timothy.pease@Superion.com</a>
Bryon Maine – Mgr., Professional Services – Project Manager	858-451-3030 x1143	<a href="mailto:bryon.maine@superion.com">bryon.maine@superion.com</a>
Paul Tovey – Director Professional Services – Public Admin	530.879.5139	<a href="mailto:Paul.tovey@superion.com">Paul.tovey@superion.com</a>
Todd Schulte – COO		<a href="mailto:Todd.schulte@superion.com">Todd.schulte@superion.com</a>
Tom Amburgey – GM, Public Admin	407.304.3022	<a href="mailto:tom.amburgey@Superion.com">tom.amburgey@Superion.com</a>
Kevin Lafeber – President and CCO	407.304.3102	<a href="mailto:kevin.lafeber@Superion.com">kevin.lafeber@Superion.com</a>



- **Appendix 1: Project Timeline**

Target dates for the tasks and milestones will be established during the planning/kick off phase of the project.

Task	Client Responsibilities	Superion Responsibilities
1. <b>Contract Execution</b>	Client signs contract.	Superion signs final contract.
2. <b>Delivery of TRAKiT software and License Key</b>		Superion provides FTP access to facilitate data exchanges with Client. Superion delivers Client software and license key via the FTP site.
3. <b>Project Hand-Off Call</b>	Client reviews and sets initial Project Timeline dates with Superion.	Superion & Client review Project Timeline; Superion delivers electronic copies of Configuration Guide.
4. <b>Confirm Hardware &amp; Required Systems</b>	Client provides confirmation that all required hardware, servers, database systems, and related components are ready.	Superion reviews hardware specifications with Client; Superion confirms remote access.
5. <b>Initial Data Extract</b>	Client uploads all legacy databases quoted in the contract to Superion's FTP site.	Superion reviews initial data upload.
6. <b>Project Timeline Sign-Off</b> <b>SIGN OFF</b>	Client signs-off on remaining project milestone dates.	Superion provides Client with timeline dates.
7. <b>Software Installation</b>	Client provides remote access to servers.	Superion installs all TRAKiT software on Client servers. One workstation will also be tested.
8. <b>Database Consultation</b> <b>SIGN OFF</b>	Client conducts meeting with Superion to discuss the data conversion process and a brief review of the data structure. Client signs-off on Data Source Document.	Superion provides suggestions to ensure expectations are reviewed.
9. <b>GIS Consultation</b> <b>SIGN OFF</b>	Client conducts meeting with Superion to discuss the delivery expectations for GIS data.	Superion offers suggestions to ensure expected delivery is achieved. Superion provides a sample 'Map Template' to be used within TRAKiT GIS.
10. <b>Map Template Delivered</b>		The sample map template is also delivered to the client.
11. <b>Delivery of Geodatabase</b>	Client uploads geodatabase onto Superion's FTP site for data mapping.	Superion begins mapping the source tables to the TRAKiT structure.
12. <b>Screenshots of Existing Software</b>	Client provides screenshots of existing software that relate to the data conversion process.	Superion reviews screenshots and begins mapping of data; Superion prepares data mapping document to submit to Client.
13. <b>Demo Existing Legacy Systems</b>	Client conducts an overview of their existing system for Superion.	Superion reviews current legacy systems with Client.
14. <b>Remote Webinar Training Series</b>	Client attends and participates in remote 2-hour webinar training sessions for each Power User/ SME.	Superion conducts webinar training sessions prior to onsite meeting.

Task	Client Responsibilities	Superion Responsibilities
15. Kick-Off Meeting <b>ONSITE</b>	Client attends and participates in Kick-Off Meeting, which includes a review of the Configuration Guide and Workbook.	Superion conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing GeoTRAK data fields. Superion provides workflow samples for future discussions.
16. 1 <sup>st</sup> Workbook Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook is being updated.
17. 1 <sup>st</sup> GeoTRAK Workbook Review	Client reviews land data mapping details and configuration information with Superion.	Superion reviews configuration workbook and provides feedback as applicable.
18. Initial Workflows	Client provides initial workflows from various Departments for review.	Superion reviews initial workflows submitted for Business Process Meeting.
19. Business Process Review Meeting <b>ONSITE</b>	Client provides business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKIT.	Superion assists the Client with Workbooks, identifies process adaptations, and reviews specifications for reporting requirements.
20. 1 <sup>st</sup> Conversion Review	Client attends 1 <sup>st</sup> review call with Superion's data conversion specialist.	Superion to provide list of data conversion questions.
21. 2 <sup>nd</sup> GeoTRAK Workbook Review	Client reviews the finalized GeoTRAK workbook.	Superion reviews workbook and provides additional feedback as applicable.
22. eTRAKIT Credit Card Gateway	Client provides Superion with eTRAKIT credit card gateway information for integration.	Superion reviews credit card portal and prepares a scope for expectations.
23. 2 <sup>nd</sup> Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook & Workflows are being updated.
24. 2 <sup>nd</sup> Conversion Review	Client attends 1 <sup>st</sup> review call with Superion's data conversion specialist.	Superion to provide list of data conversion questions.
25. Final GeoTRAK Workbook Review	Client submits and reviews the finalized GeoTRAK workbook.	Superion reviews workbook and provides additional feedback as applicable.
26. Final List of Forms/Reports Due	Client delivers final list of forms and reports and defines custom scripts for additional requirements to Superion to design.	
27. GeoTRAK Workbook Final Collection	Client provides final version of GeoTRAK workbook, including all mapping, custom screen, and spatial join requirements.	Superion collects GeoTRAK workbook, completes those spatial joins being handled by Superion, ensures that mapping is consistent with discussed process.

Task	Client Responsibilities	Superion Responsibilities
28. 3 <sup>rd</sup> Workbook & Workflow Review Remote Discussion	Client Departments attend review meetings with Superion.	Superion conducts a review of business processes with each Department. Superion ensures that the Configuration Workbook & Workflows are being updated.
29. Workbook Review Meeting <b>ONSITE</b>	Client provides Workbooks and copies of needed forms/reports; Client attends department meetings to offer insight into workflow; Client provides complete set of source data for conversion.	Superion collects Client responses to Workbooks; Superion conducts Department meetings to ensure understanding of responses and discuss procedural needs; Superion reviews data to convert with Client.
30. Customer Survey	Client provides feedback on the Superion efforts to date.	Superion conducts a review of the project to date.
31. GeoTRAK Pre-Conversion Review	Client participates in the pre-conversion review.	GIS Specialist and Data Conversion Specialist review GeoTRAK workbook to clarify mapping and conversion details.
32. Project Workbook Draft	Client provides their completed Project Workbook.	Superion reviews the submitted workbook.
33. GeoTRAK Workbook <b>SIGN OFF</b>	Client signs-off on GeoTRAK workbook.	Superion provides finalized GeoTRAK workbook for Client sign-off.
34. Initial Forms/Reports Scope <b>SIGN OFF</b>	Client participate in a review of the Forms/Reports requirements and signs-off on the initial Forms/Reports Scope.	
35. Project Workbook <b>SIGN OFF</b>	Client signs-off on final version of the Workbook.	Superion will utilize the Workbook in configuration of the system.
36. Final Conversion Review	Client attends final review call with Superion's data conversion specialist.	Superion to provide final list of data conversion question and any type of mapping requirements
37. Map Services Delivered	Client delivers Map services to Superion prior to Initial Delivery. Map services may include: <ul style="list-style-type: none"> <li>- eTRAKIT map service</li> <li>- TRAKIT data map service</li> </ul>	Superion configures Map services with data.
38. System Configuration	Client participates and provides additional information as needed by Superion.	Superion configures system according to Workbook responses and meeting discussions; Superion converts historical data; Superion creates/customizes reports and/or forms (e.g. Permit Form).
39. Power User/ SME Training Planning	Client is introduced to Superion Trainer and develops plan for User Training	Superion PM & Trainer meet with client to discuss User Training.
40. Initial Delivery <b>ONSITE</b>	Client will attend the demonstration of the delivery.	Superion installs and demonstrates configured system with various Departments. eTRAKIT

Task	Client Responsibilities	Superion Responsibilities
		validation/preferences are reviewed with Client.
41. Workflow Processes Delivered	Client receives written workflow processes from Superion.	Superion delivers a sample set of workflow processes to Client for review and use during Training.
42. Power User/ SMEs Trained <b>ONSITE</b>	Client will provide meeting space and training computers for up to eight (8) staff.	Superion provides training materials for initial system configuration.
43. Testing Begins <b>SIGN OFF</b>	Client Power User/ SMEs verify accuracy and placement of converted data, forms & reports;  Client tests software configuration; Client tests program interfaces; Client tests software customizations; Client notifies Superion of desired changes. Client acknowledges the start of the test process.	Superion receives change requests from Client and makes necessary revisions.
44. 1 <sup>st</sup> Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
45. 1 <sup>st</sup> Review of Forms/Reports	Client reviews Forms/Reports provided at Initial Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
46. Initial Delivery Revisions	Client delivers revision list to Superion.	Superion receives review comments from Client and begins adjusting configured system.
47. External Interface Review	Client tests any external data interfaces provided by Superion; includes land update routine, accounting interface, and other data import routines.	Superion reviews any external data import/export routines prepared for Client.
48. 2 <sup>nd</sup> Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
49. 2 <sup>nd</sup> Delivery <b>ONSITE</b>	Client continues review of system.	Superion delivers revisions to Client.
50. GeoTRAK Update Routine <b>SIGN OFF</b>	Client to review and sign-off on GeoTRAK Update Routine document.	Superion provide the GeoTRAK Update Routine document.
51. Customer Survey	Client provides feedback on the Superion efforts since the Workbook Review.	Superion conducts a review of the project since the Workbook review.
52. 3 <sup>rd</sup> Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
53. 2 <sup>nd</sup> Review of Forms/Reports	Client reviews Forms/Reports provided at 2 <sup>nd</sup> Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
54. 2 <sup>nd</sup> Delivery Revisions	Client delivers revision list to Superion.	

Task	Client Responsibilities	Superion Responsibilities
55. 4 <sup>th</sup> Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
56. 3 <sup>rd</sup> Delivery	Client continues review of system.	
57. GeoTRAK Update Routine Delivery	Client provides Superion with credentials/access to configure the GeoTRAK Update Routine.	Superion initializes the GeoTRAK Update Routine and Python scripts (in GIS if necessary).
58. GIS Final Review	Client tests map services and updates with Superion.	Superion finalizes GIS configuration for Go Live.
59. Final Review of Forms/Reports	Client reviews Forms/Reports provided at 3 <sup>rd</sup> Delivery and provides comments or sign-off.	Superion receives comments or sign-off from Client and makes adjustments as necessary.
60. Final Revisions List ON SITE	Client delivers final revision list to Superion.	Superion receives review comments from Client and makes final adjustments.
61. eTRAKiT Final Connection Validated	Client validates the configuration settings for eTRAKiT portal.	Superion provides remote assistance for eTRAKiT payment portal.
62. 5 <sup>th</sup> Testing Review	Client reviews data & configuration with project manager via remote sessions.	Superion schedules remote meetings with each Department to review system configuration and Checklists.
63. Final Delivery	Client reviews final items submitted.	Superion installs modified system.
64. Go Live Dry Run	Client delivers data in preparation for Go Live.	Superion develops a Go Live schedule for rehearsal with Client prior to actual Go Live.
65. Testing Ends SIGN OFF	Client acknowledges the end of the test process and approves findings before User Training commences.	
66. End User Training Planning	Client develops plan for End User Training.	Superion PM & Trainer meet with client to discuss Training.
67. Client Support Transition Preparation		Superion PM assembles materials necessary to transition the knowledge of the implementation to the Superion Client Support team
68. Client Support Transition Call	Client attends remote discussion with Superion Client Support team.	Superion introduces Client Support team along with expectations for using technical assistance after Go Live.
69. Transition to Live	Client provides final extract of historical data to Superion.	Superion converts data and loads onto Client's server.
70. End User Training ON SITE	Client provides meeting space and training computers for up to eight (8) staff.	Superion provides training materials for onsite training.



Task	Client Responsibilities	Superion Responsibilities
71. General System Administration Training <b>ONSITE</b>	Client End Users attend a mini System Administrator training session prior to Go Live.	Superion conducts an accelerated System Admin session with End Users for user privilege and general configuration management.
72. Go Live <b>ONSITE</b>	Client Goes Live with TRAKiT, iTRAKiT and eTRAKiT.	Superion provides Go Live support onsite.
73. Follow-up Visit <b>ONSITE</b>	Client assembles various Departments for review with Superion.	Superion conducts an onsite follow-up visit 45 days after Go Live.
74. Customer Survey	Client provides feedback on the overall project.	Superion conducts a final review of the project implementation.
75. Go-Live System Review <b>REVIEW</b>	Client reviews that Superion has provided and committed to all project deliverables.	Superion provides a letter detailing all project commitments.
System Administrator / Report Writing Training	Client provides System Administrators for training at Superion headquarters.	Superion trains Client staff at designated Superion facility.