



CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this _____ day of _____, 2017 (the "Effective Date") by and between the City of Norman, OK, (hereinafter the "City"), and **CityView, a division of N. Harris Computer Corporation**, an Ontario Corporation and wholly owned subsidiary of Constellation Software, Inc., with its place of business at 4464 Markham Street, Suite 1202, Victoria, BC, V8Z 7X8 (hereinafter the "Vendor"). The City and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Vendor desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein. Vendor represents that it is experienced in providing business process automation and implementation services to public clients and is familiar with the scope of work of the City.
- B. The City desires to engage Vendor to render such services, as hereinafter described, for the Implementation of an ERP Software Suite – Community Development (the "Project") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Vendor agree as follows:

OPERATIVE PROVISIONS

SECTION I ENGAGEMENT AND SERVICES OF THE VENDOR

1. Engagement of Vendor. The City hereby engages the Vendor and the Vendor promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary (the "Services") for the project described in the statement of work set out in Schedule "D" to this Agreement (the "Project"). The Services are more particularly described in Schedule "A" and in the statement of work set out in Schedule "D" attached hereto and incorporated herein by reference. The Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the Services are provided.
2. Performance of the Vendor; Standard of Care. The Vendor accepts the relationship of trust and confidence established between the City and the Vendor by the terms of this Agreement. The Vendor covenants with the City to perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in Canada while performing services of a like or similar nature under like or similar circumstances. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in Canada. Vendor shall also cooperate with the City and any other consultants or contractors engaged by or on behalf of the City in performance of the Project. The Vendor covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the City and the professional standard of care set forth in this Agreement.

SECTION II
RESPONSIBILITIES OF THE VENDOR

1. The Vendor's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Vendor shall be solely responsible for all costs and expenses incurred relative to the Vendor, personnel of the Vendor and sub-Vendors of the Vendor in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, telephone and other telecommunication expenses, and document reproduction expenses.
2. Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Vendor represents that it possesses the professional and technical personnel required to perform the Services. The City retains Vendor on an independent contractor basis and not as an employee of the City. Vendor retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of the Vendor shall at all times be under the Vendor's exclusive direction and control. The Vendor shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
3. Vendor's Project Manager. The Vendor shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Vendor's representative for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement, and shall be available to the City at all reasonable times. The Project Manager shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Vendor's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement.
4. Time of Performance. Vendor shall complete the Services to be performed by Vendor under and pursuant to this Agreement by a date mutually agreed to in the accepted project plan. This targeted completion date may be modified by mutual written agreement as a result of the fine tuning of the plan during the first two months after project start. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
5. Software License and Support Agreement. The vendor will provide the software licenses identified in Schedule "A" for the City's use as governed by its Software License and Support Agreement, a copy of which is attached as Schedule "B".
6. Conformance to Applicable Requirements. All aspects of the provision of the Services by Vendor shall conform to all applicable local, state, and federal laws, rules and regulations in effect at the time the services are provided.
7. Insurance. Vendor currently carries insurance coverage for commercial general liability, non-owned automobile coverage, workers' compensation, and errors and omissions policies. Vendor shall supply City with Certificates of Insurance for insurance requirements that fall within the general scope of the present policies that Vendor carries. City has no rights to review the Vendor's policies.
8. Prohibition Against Transfers The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, without the prior written consent of the City, such consent not to be unreasonably withheld, except that the Vendor may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.
9. Progress. The Vendor is responsible to keep the City Project Manager and/or his or her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned,

and any meetings that have been scheduled or are desired relative to the Services or this Agreement. The frequency and form of the updates will be mutually agreed on during the fine tuning of the plan in the first two months after project start.

10. Confidentiality. The Parties each acknowledge that they may receive information from the other Party or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the disclosing party or through the fault of the receiving party, the receiving party agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need to know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party; and
 - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the receiving party, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the disclosing party.

All report materials, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. Such materials shall not, without the prior written consent of City, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project.

11. No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any deadlines established pursuant to this Agreement. The Vendor has no obligation to work any particular schedule, hours or days, or any particular number of hours or days. However, the Vendor shall coordinate with the City in achieving the results and meeting the goals established pursuant to this Agreement.
12. Accounting Records. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours and with reasonable notice (not less than 7 business days) to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
13. Safety. Vendor shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

SECTION III RESPONSIBILITIES OF THE CITY

1. Cooperation. The City shall cooperate with the Vendor relative to the provisions of those Services for which the Vendor is responsible. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Vendor, and shall make that information and related data available for Vendor's use during the performance of this Agreement. The City shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Vendor's Services.
2. City's Project Manager and Project Staff. The City shall designate and assign a City project manager ("City Project Manager") who shall have full authority to represent and act on behalf of the City for all purposes under this Agreement. The City Project Manager, or his/her designee, shall be the principal officer of the City for liaison with the Vendor, and shall review and give approval to the details of the Services as they are performed, in

particular, but not exhaustively, Project Plan, Scope of Work, Acceptance Plans, Statements of Completion, Change Order Requests as they may be required during project implementation. In addition, the City Project Manager shall ensure proper and timely availability of all City personnel required by the Vendor for successful completion of project tasks, in particular, but not exhaustively, Business and Systems Analysts, IT staff, Subject Matter Experts, Users. The City designates Kari Madden to be its Project Manager, but reserves the right to appoint another person as City Project Manager upon written notice to the Vendor. Any change to project plan shall be dealt with through the Change Order Management process detailed in Section XI of Schedule D.

3. Project Plan. The City shall be responsible for meeting specific milestones and providing specific deliverables that will be defined in the project plan to be mutually agreed to by the Parties in writing (the "Project Plan"). In addition, the City covenants to meet any turnaround or review times specified in the Project Plan. Should the City fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor will inform the City of the consequences thereof and reserves the right to modify the project plan accordingly. Following any fine tuning of the Project Plan during the first two months after project start, the Project Plan shall be agreed upon and signed by authorized representatives of each of the Parties, shall be attached to this Agreement as Schedule "D" and shall be deemed to form part of this Agreement
4. Formal completion statement. No later than thirty days past go-live of the software solution, the City shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.
5. Applicable Taxes and Exemptions. The City shall be responsible for any sales tax due on fees associated with this Agreement. If the City is exempt from sales tax on fees associated with the Services to be provided by Vendor under this Agreement an exempt certificate will be provided to the Vendor prior to the execution of this contract.
6. Allowance for Suspension or Delay due to City. In the event that the City shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under this Section III then the following shall apply: any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable that is dependent on such performance by the City shall be deemed adjusted equitably to allow for the effect of such delay on Vendor's ability to supply or perform such deliverable.

SECTION IV

COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the City shall pay to the Vendor compensation at the rates set forth in Schedule "A" attached hereto and incorporated herein by reference. Total compensation under this Agreement shall not exceed \$645,626 (plus Escrow, travel and Annual Maintenance fees) without written approval of the City.
2. Extra Service. The Vendor shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the City prior to the commencement of the extra service, provided that the Change Order Management procedures in Schedule D have been followed. Any changes to the total compensation shall require the City's approval and further agreement between the parties. The City shall pay the Vendor for extra service in accordance with the Vendor's then current services rates. As used herein, "Extra Service" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or for which initial assumptions driving estimated efforts are no longer valid.
3. Payment of Compensation. The Vendor shall submit invoices to the City in accordance with the payments milestones specified in Schedule A. The City shall make payments to the Vendor thirty (30) days following the date of receipt of the invoice, unless the City disputes the amount of the compensation the Vendor claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.
4. Reimbursements. City shall reimburse the Vendor for its direct expenses, including, but not limited to, all reasonable travel and accommodation costs, meal expenses of not more than \$55.00 per diem for week days and \$110.00 per diem for weekend days (no receipts provided), including a travel time rate of \$75.00 per hour, and all other reasonable expenses incurred in the performance of the Consultant's duties pursuant to the budget for "travel and expenses" described in Schedule "A" attached hereto. Reimbursement for expenses beyond the "travel and expenses" line item in Schedule "A" shall be subject to the Change Order Management procedures in Schedule D.
5. Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

**SECTION V
REMEDIES AND LIABILITIES**

1. Remedies and Liability.

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

(1) EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DAMAGE TO PEOPLE, REAL OR TANGIBLE PROPERTY OR (b) THE VENDOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE VENDOR'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SERVICE FEES PAID TO VENDOR BY CITY UNDER THIS AGREEMENT.

(2) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(3) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, FUNDAMENTAL BREACH OR TORT.

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

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

**SECTION VI
EXPIRATION AND TERMINATION**

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.
 - B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any material provision of this Agreement.
 - C. The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.
 - D. The Vendor undergoes a change in control which adversely effects the Vendor's ability to satisfy some or all of its obligations under the Agreement in the discretion of the City (except that no internal re-organization of the Vendor with an affiliated company shall be deemed a change in control);
 - E. If the Vendor assigns this Agreement without consent of the City (except that this subsection shall not apply to an assignment by the Vendor to an affiliated company where the affiliated company assumes all of the rights and obligations under the terms of this Agreement).
2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.
3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Completion Statement from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.
4. Payment Upon Termination. Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
5. Termination by Vendor. Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement such as the City withholding payment for more than 30 days beyond due date.

who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

8. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
9. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in the State of Oklahoma. The Parties hereby waive the right to trial by jury in any action, proceeding or counterclaim filed by any party. This Agreement expressly excludes any applicable Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.
10. Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.
11. Entire Agreement. This Agreement contains the entire agreement of the City and the Vendor, and supersedes any prior or contemporaneous written statements or agreements between the City and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Provisions of a City purchase order or similar document are not applicable to the extent that they conflict with the terms of this Agreement. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement. For further clarification, the parties agree that the Software License and Support Agreement being entered into between the parties concurrently with this Agreement is a separate agreement and is binding in its own right and upon its own terms.
12. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
13. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
14. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
15. Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.
16. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
17. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
18. Incorporation of Recitals, Schedules and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - B. The "Schedules" and "Exhibits" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
19. Allocation of Risk. City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between City and Vendor and set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date by their duly authorized representatives.

FOR CITY:

By: _____

Date: _____

By: _____

Date: _____

CITYVIEW:

By: 

Date: December 5, 2017

Schedule “A” – Payment Milestones and Project Deliverables

Schedule “B” – CityView Software License and Support Agreement

Schedule “C” – CityView Service Level Agreement

Schedule “D” – Statement of Work

Schedule A
Payment Milestones and Project Deliverables

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: 50 CityView Application Client Licenses - Full Read/Write 10 CityView Application Client Licenses - Read Only 1 CityView Server 1 CityView Esri ArcGIS Mapping Extension 1 CityView Portal (licensed for Permits & Inspections, Planning, Code Enforcement, Business Licensing, & Service Requests) CityView Mobile Licensed for 11 users (Permitting) CityView Mobile Licensed for 6 users (Code Enforcement) 20 Named User Bluebeam Revu Licenses (eXtreme) 1 CityView Supported EDMS Integration Extension 1 CityView MS Outlook Add-in 1 CityView MS Word Add-in 1 CityView MS Exchange Extension 1 CityView Web Services API Solutions: CityView Property Information CityView Permits & Inspections CityView Planning CityView Code Enforcement CityView Licensing CityView Service Requests CityView Cashiering CityView Electronic Plans Review	CityView will: • Set up as a client on FTP & CityView Connect • Provide documentation to download the latest version of CityView off the FTP & CityView Connect site • Send the licensing key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site • Provide documentation to download the Bluebeam Software from Bluebeam site	\$292,130	\$100,000 invoiced on execution of the contract and due net 30 days. Balance (\$192,130) invoiced 60 days before project kick-off or March 1, 2020, whichever comes sooner, due net 30 days
Total Licensing		\$292,130	

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Remote Infrastructure Review	Remote review of client's hardware & software infrastructure. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	\$2,640	Invoiced on delivery of infrastructure report, due net 30 days

Project Kickoff, Workbook Sessions, Data Collection (onsite & remote components)	Project kick-off and confirmation of project plan. CityView Select configuration review sessions, with up to 6 Subject Matter Experts/session. Delivery of Workbook. Collection of Workbook data for Property Information, Permits & Inspections, Planning, Code Enforcement, Licensing, Service Requests, Cashiering. Includes up to 5 person days on site for customizations & custom workflows. Deliverable is the Scope Document with completed workbook, comprising data lookup spreadsheets, workflow Activities metadata, business rules narrative where applicable, customizations & custom workflows definition.	\$25,410	Invoiced upon delivery of data collection workbook & due net 30 days
Installation (remote) and Environment Management	Initial Installation of CityView environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting. Management of environment through upgrades etc through the life of the implementation. Includes up to 3 installs. Deliverable is successful set up of CityView in Production and Test environments on client site.	\$3,960	Due upon completion of the remote Initial Installation
Data Mapping/Interfaces (can include onsite & remote components)	Provide customer with data mapping templates and instructions for completion. Validate data conversion and interface requirements and cost. Includes up to 10 person days onsite for definition of conversion and interfaces. Deliverable is signed-off data mapping and interface documentation.	\$26,400	50% invoiced upon commencement of data mapping and due net 30 days; and 50% invoiced on delivery of scope document to City and due net 30 days
Configuration	Configuration based on completed Scope Document and workbooks. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	\$65,643	50% invoiced upon commencement of the configuration and due net 30 days; and, 50% invoiced upon completion of the first review & validation session and due net 30 days.
Data Conversion (estimate to be confirmed upon review of the data required for conversion)	Initial Data Conversion. Deliverable is CityView-hosted development environment ready for data conversion validation testing.	\$21,120	Invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session
Customizations and Integrations	Create any customizations and interfaces agreed to in the scope and provide reference documentation for client. Currently this includes Tyler Munis G/L Batch, Authorize.NET, Harris Advanced CIS for Business Licensing and optional Tyler New World. Deliverable is CityView-hosted development environment ready for remote review & validation session of customizations and interfaces.	\$65,702	50% invoiced on commencement of customizations and integrations and due net 30 days; and 50% invoiced upon transfer of development environment to City servers for acceptance testing, due net 30 days

Remote Review Sessions for Validation and Refinement	<p>Perform remote review sessions, focusing on configuration and workflow, data conversion, customizations and interfaces (where applicable). If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided.</p> <p>Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation. Complete in-scope refinements arising from two week final client-acceptance testing.</p> <p>Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.</p>	\$47,713	<p>50% invoiced on the first remote review session and due net 30 days;</p> <p>50% invoiced upon completion of in-scope validation refinements and due net 30 days.</p>
End User Training (onsite unless otherwise specified)	<p>19.5 days end-user training for:</p> <ul style="list-style-type: none"> • Property Information/CityView Basics (up to 70 students) • Permits & Inspections (up to 20 students) • Code Enforcement (up to 15 students) • Planning (up to 20 students) • Electronic Plans Review (up to 20 students) • Licensing (up to, 10 students) • Service Requests (up to 10 students) • Cashiering (up to 5 students) <ul style="list-style-type: none"> • CityView Mobile (up to 17 students) • CityView Portal (up to 5 students, remote) • 	\$30,228	<p>50% invoiced upon Go-Live and due net 30 days and 50% invoiced 30 days after Go-live Facilitation and due net 30 days</p>
Advanced User Training	<p>8 days advanced-user training for:</p> <ul style="list-style-type: none"> • CityView Reporter (up to 4 students) • Configuration & Maintenance (up to 6 students) • System Administrator (up to 4 students, remote) • Bluebeam (up to 20 students, remote) 	\$15,444	<p>Invoiced upon scheduling of Advanced User Training and due on or before the first day of training</p>
Data Update / Install (Remote)	<p>Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both CityView and Client before go-live. Sign off required.</p> <p>Deliverable is final data conversion for Go-live.</p>	\$1,320	<p>50% invoiced upon Go-Live and due net 30 days and 50% invoiced 30 days after Go-live Facilitation and due net 30 days.</p>
Onsite Go Live Facilitation	<p>7.5 days of on-site facilitation to provide over-the-shoulder guidance and training to users</p>	\$14,256	<p>Invoiced on the first day of Go Live Facilitation and due net 30 days.</p>
Project Management	<p>Ongoing management of all implementation services. Includes one onsite trip of two days by Project Manager. Based on 203 hours of Project Management, should delays by the customer occur and require additional project management, time may be billed at \$165/hr upon authorization by the customer.</p>	\$33,660	<p>50% due upon commencement of onsite data collection, 50% balance due upon scheduling of go-live.</p>

Travel & Expenses	Budget for travel and expenses for services to be conducted on site customer (budget assumes 8 person trips and 49.75 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at cost of flights, accommodation and expenses plus \$55/weekday (\$110/weekend day) per diems & \$75/h travel time.	\$38,325	Invoiced and due as incurred
Total Services		\$391,821	

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance	Provides: <ul style="list-style-type: none"> All major and minor software upgrades Unlimited technical support; Unlimited access to the CityView FTP site Unlimited access to the CityView Connect Support for stated interfaces 	\$68,203	Invoiced upon Initial Installation, 60 days before Project Kick-off or March 1, 2020, whichever comes sooner. Due net 30 days. Payable annually on the anniversary date of Initial Installation
Bluebeam Studio Prime Level 1 (Subscription)	Required for Electronic Plans Review	\$2,340	Invoiced on execution of contract and due net 30 days. Annual fee
Bluebeam Revu Annual Software Maintenance	First line of support for Bluebeam Revu	\$2,380	Invoiced on execution of contract and due net 30 days. Annual fee
Escrow Agreement (Annual Fee)	Setup of Escrow	\$1,500	Invoiced and payable at the same time as CityView Annual Software Maintenance fees

ABOVE PRICES DO NOT INCLUDE TAXES

Data conversion/interface costs are estimates and will be validated at the end of data conversion mapping. If validation reveals that price changes are necessary, Vendor will not proceed with these services until change orders are raised and agreed to by both parties. No customization to the CityView Solutions is assumed other than as specified above. Customizations are estimates and will be validated as part of the data collection and scoping phase. Should any enhancement requests be made or customizations be required, these will be charged at the then current hourly rates as set out by the vendor. If validation reveals that price changes are necessary, Vendor will not proceed with these services until change orders are raised and agreed to by both parties.

Summary of Investment	Price
Total Professional Services (not including travel & expenses)	\$353,496
Total Licensing	\$292,130
Total Project	\$645,626
Travel (estimate)	\$38,325

Schedule B
CityView Software License and Support Agreement

Schedule C

CityView Service Level Agreement

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

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

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Email or Telephone

Support Requests Allowed: Unlimited

Who Can Report: Individuals who are trained in the use of CityView can report issues to Customer Support.

Hours of Coverage: Coverage hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

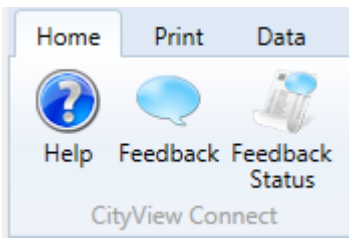
- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.

- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Workspace as well as in many of our add-on products.



- **CityView Connect Feedback (preferred method)**
If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.
- **CityView Connect Help**
The Help button will redirect your internet browser to our CityView Connect Help site (<http://cityviewhelp.iharriscomputer.com/CityViewCMS>). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.
- **CityView Connect Feedback Status**
Our CityView Connect Feedback Status link redirects to our Connect Feedback website (<http://cityviewsupport.harriscomputer.com/connect>). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.
- **Telephone Support**
Telephone technical support is available between the hours of 7:00 a.m. and 7:30 p.m. Central Standard Time on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.
- **Email Support**
Email support is available by reaching our support team at cityviewsupport@harriscomputer.com

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by CityView.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> • Users cannot login • Business process halted
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> • Cannot print • Cannot process payments • Application response is exceptionally slow
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> • Non critical feature not working • Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> • Help file clarification • Form design not in production

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at cityviewsupport@harriscomputer.com.