

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the ____ day of April, 2018.

BETWEEN:

**ADVANCED UTILITY SYSTEMS, A DIVISION OF
N. HARRIS COMPUTER CORPORATION
("Harris")**

- and -

**CITY OF LAWRENCE, KS,
A MUNICIPAL CORPORATION UNDER THE LAWS OF
THE STATE OF KANSAS
("Organization")**

RECITALS

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

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

**ARTICLE I
INTERPRETATION**

1.1 Definitions

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

- (a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (e) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (f) **“Services”** has the meaning set out in Section 2.1 hereof.

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

1.2 Schedules

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

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

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

ARTICLE II CONSULTING SERVICES

2.1 Harris’s Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the “Services”) for the Organization:

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

- (b) Install the Software and perform necessary set up and configuration operations, including recommending best practices.
- (c) Provide training.
 - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (7) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (7) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III. For the sake of clarity, the Scope of Work is an integral part of this Agreement and the obligations set forth in the Scope of Work shall be contractually binding.

2.2

Performance by Harris

- (a) **Manner of Performance** -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. The City reserves the right, at its sole discretion, to have Harris staff removed from the project. Harris will then find a suitable replacement within a reasonable amount of time.
- (b) **Harris's Discretion** -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.
- (c) **Conduct on Organization's Premises** -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) **Inquiries by Organization** -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) **Independence** -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.
- (f) **Coordination of Services** -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) **Maintenance and Inspection** -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

2.3

Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris and the City shall be implemented by Organization within thirty (30) calendar days of notification to the Organization by Harris of its availability.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed reasonable and necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics, in consultation with the organizations IT Department Director or his/her designee, on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's

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

- (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination. If Organization desires Harris to perform the required training and approves of said training in writing, then Harris shall be compensated in accordance with this Agreement.
- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty

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

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

3.2 No Other Warranties

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

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- (a) The Organization agrees to pay Harris total fees as delineated in Schedule “B”. The fee structure and payment schedule is outlined in the attached Schedule “B”.
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable thirty (30) days from receipt thereof by Organization.
- (c) In the event Organization fails to pay all or any portion of a non-disputed invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges (late charges will not be levied on disputed invoices).
- (d) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule “B” and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

4.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes as long as both parties are in agreement regarding the change order and approval is provided in writing by the City. Any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in

good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C"

ARTICLE V REMEDIES AND LIABILITY

5.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY (b) INJURY OR DEATH TO PERSONS, or (c) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR REESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 Intent

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a

tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.3 Remedies

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

ARTICLE VI GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

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

material or information, including the information, without first obtaining the written consent of the Organization.

6.3 Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default within thirty (30) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (c) Organization may termination this Agreement for convenience upon ninety (90) days written notice. In such case Organization will be responsible for payment to Harris for all services performed up to the effective date of such termination, as well as any out-of-pocket expensive Harris incurs as a result of such termination.
- (d) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.
- (e) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

6.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable. The parties will make best efforts to schedule the mediation within sixty (60) days, however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF LAWRENCE, KANSAS
6 E 6th Street
Lawrence, Kansas 66044
Attention: Bryan Kidney, Finance Director
Telephone: (785) 832-3214

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 7.5.

6.6 **Assignment**

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

6.7 **Reorganizations**

The Organization acknowledges that where a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

6.8 **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.9 **Section Headings**

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

6.10 **Governing Law**

This Agreement shall be governed by the laws of the State of Kansas.

6.11 **Intentionally Left Blank**

6.12 **Invalidity**

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

6.13 **Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute

a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 **Counterparts**

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

6.15 **Survival**

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.16 **Competitive Bid**

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

6.17 **Further Assurances**

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

[Signatures on Following Page]

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

**ADVANCED UTILITY SYSTEMS,
A DIVISION OF N. HARRIS
COMPUTER CORPORATION**

Per:

Name: Todd Richardson
Title: CFO

CITY OF LAWRENCE

Per:

Name: Thomas M. Markus
Title: City Manager

Schedule "A" **Scope of Work**



V3 AUS Lawrence
Scope of Work FINAL

Schedule "B"
Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are \$ 1,316,700.00 which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

	Description	Quantity/ Hours	Cost
Services Fees	Project Management	840	\$ 176,400.00
	Discoveries	420	\$ 88,200.00
	Conversion	680	\$ 142,800.00
	Installation and Initial Configuration	1,080	\$ 226,800.00
	Infinity.Link	250	\$ 52,500.00
	Infinity.Mobile	250	\$ 52,500.00
	Testing & BPR	1,200	\$ 252,000.00
	Modifications / Interfaces	270	\$ 56,700.00
	Training	440	\$ 92,400.00
	Custom Reports	240	\$ 50,400.00
	Infinity.BI	240	\$ 50,400.00
	Post Live	360	\$ 75,600.00
		Total Implementation Service Fees	6270
Estimated Travel Related Expenses	Included in hourly rate		
	Total		\$ 1,316,700.00

Implementation Service Fees Payment Milestones

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

Reference	Milestone – Organization will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount
MP1	Project Management Month 1	\$ 9,340
MP2	Project Management Month 2	\$ 9,340
MP3	Project Management Month 3	\$ 9,340
MP4	Project Management Month 4	\$ 9,340
MP5	Project Management Month 5	\$ 9,340
MP6	Project Management Month 6	\$ 9,340
MP7	Project Management Month 7	\$ 9,340
MP8	Project Management Month 8	\$ 9,340
MP9	Project Management Month 9	\$ 9,340
MP10	Project Management Month 10	\$ 9,340
MP11	Project Management Month 11	\$ 9,340
MP12	Project Management Month 12	\$ 9,340
MP13	Project Management Month 13	\$ 9,340
MP14	Project Management Month 14	\$ 9,340
MP15	Project Management Month 15	\$ 9,340
MP16	Project Management Month 16	\$ 9,340
MP17	Project Management Month 17	\$ 9,340
MP18	Installation of CIS Infinity Sign off	\$ 47,061
MP19	Delivery of Functional Discovery Workshops - Week 1 & 2	\$ 47,628
MP20	Delivery of Functional Discovery Workshops - Week 3	\$ 7,938
MP21	Functional Discovery Document Signoff	\$ 4,763
MP22	Delivery of Data Conversion Workshop	\$ 38,556
MP23	Data Conversion Plan Sign off	\$ 7,711
MP24	Delivery of Interface/Modifications Discovery Workshop	\$ 15,876
MP25	Delivery BRDs for Modifications & Development Interfaces	\$ 20,412

Reference	Milestone – Organization will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount
MP26	Delivery of Bills, Notices, Receipts Discovery Workshop	\$ 1,588
MP27	Delivery of Reports Matrix	\$ 27,216
MP28	Custom Reports Discovery Workshop	\$ 1,588
MP29	Initial Conversion Rollout	\$ 44,982
MP30	Initial Configuration Rollout	\$ 70,592
MP31	Completion of Core Team Training Week 1	\$ 14,553
MP32	Completion of Core Team Training Week 2	\$ 14,553
MP33	Completion of Core Team Training Week 3	\$ 14,553
MP34	Completion of Core Team Training Week 4	\$ 14,553
MP35	Data Refresh # 2 Load (Functional Testing)	\$ 12,852
MP36	Completion of Functional Testing	\$ 39,218
MP37	On the Job Learning - Functional Testing	\$ 45,360
MP38	Delivery of Custom CIS Infinity Reports	\$ 27,216
MP39	Delivery of Custom Infinity.BI Reports	\$ 13,608
MP40	Data Refresh # 3 Load (ITC #1)	\$ 12,852
MP41	On the Job Learning - ITC1 Testing	\$ 45,360
MP42	Completion of Integration Testing Cycle 1	\$ 34,020
MP43	Delivery of Interfaces	\$ 30,618
MP44	Data Refresh # 4 Load (ITC #2)	\$ 6,426
MP45	On the Job Learning - ITC2 Testing	\$ 28,350
MP46	Completion of Integration Testing Cycle 2	\$ 28,350
MP47	Data Refresh # 5 Load (UAT)	\$ 5,141
MP48	On the Job Learning - UAT Testing	\$ 17,010
MP49	Completion of User Acceptance Testing	\$ 17,010
MP50	Delivery of End User Training - Week 2	\$ 8,316

Reference	Milestone – Organization will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount
MP51	Delivery of End User Training - Week 4	\$ 8,316
MP52	Delivery of End User Training - Week 6	\$ 8,316
MP53	Infinity.Link Workshop	\$ 11,813
MP54	Installation of Infinity.Link	\$ 35,438
MP55	Infinity.Mobile Workshop	\$ 11,813
MP56	Installation of Infinity.Mobile	\$ 35,438
MP57	Installation of Infinity.BI	\$ 11,340
MP58	Delivery of Infinity.BI - Initial Configuration	\$ 6,804
MP59	Delivery of Infinity.BI Training	\$ 4,536
MP60	Go-No-Go Document Delivery	\$ 2,244
MP61	Go Live	\$ 9,072
MP62	Post Live Support Month 1	\$ 22,680
MP63	Post Live Support Month 2	\$ 22,680
MP64	Post Live Support Month 3	\$ 22,680
MP65	Rates - Initial Deliver of New Rates	\$ 31,500
MP66	Rates - Go Live of New Rates	\$ 21,000
MP67	Completion of Post Live	\$ 126,420
	Total Services	\$ 1,316,700

Schedule "C"
Sample Form Change Order

Change Order

(a) Contact & General Information

Client _____ **Date** _____
Client _____
Contact _____ **Software** _____
Client Email _____ **Application** _____

(b)
(c) Description of Work

Attachments: _____

(d) Client Approval

000	_____	\$0.00
Chargeable Hours	Rate	Amount
000	000	
Non-Chargeable Hours	Total Hours	

Client Signature

Date

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e) Internal Use Only

Customer # _____ **Application #** _____ **Originated by #** _____ **PO#** 0000000