TOWNSHIP OF
CAVAN MONAGHAN

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Regular Council Meeting

To:	Mayor and Council
Date:	May 3, 2021
From:	Kimberley Pope, Finance Department
Report Number:	Finance 2021-07
Subject:	CentralSquare Solutions Agreement (Diamond)

Recommendation:

That Council approves By-law No. 2021-27 being a by-law to authorize the execution of the CentralSquare Solutions Agreement between the Township of Cavan Monaghan and CentralSquare Canada Software Inc.

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Overview:

The CentralSquare Solutions Agreement, as reviewed by legal and amended, is attached for signature by By-law No. 2021-27 of $311,854.40 plus HST ($273,825 Capital software cost and implementation plus one year maintenance and support of $38,029). The contract is a five-year term with annual licensing of $38,029 plus HST per year. Licensing renewals, after the five-year term of agreement, are renewed annually thereafter.

Meyers Norris Penny (MNP) LLP was engaged to conduct a Website and IT Service Delivery and Modernization Review for the Township of Cavan Monaghan, as approved by Council on September 21, 2020 (RFP 2020-06). The review identified three strategies to strengthen technology capabilities to address risk mitigation, operational effectiveness and enhanced citizen service; Strategy 1 (Upgrade Infrastructure), Strategy 2 (Rebalance Application Portfolio) and Strategy 3 (Strengthening Governance).   In the roadmap summary the recommendation was to replace Keystone (current financial management software) with Diamond ERP & Virtual City Hall. The Diamond software "extends citizen engagement and services anytime, anywhere and on any device with Virtual City Hall (VCH). VCH offers a diverse and powerful set of features and payment options for citizens and other stakeholders to easily do business with your municipality".

In advance of the final Website and IT Service Delivery and Modernization Review, MNP provided the attached letter on December 7, 2020 in support of signing a contract to purchase Diamond ERP financial software, as a priority identified with capacity to streamline processes and enable online self-serve options on the Township's website.

On December 10, 2020 (Finance Report 2020-22) Council pre-approved the Financial Management Software, Integration & Training, as supported by MNP LLP's Website &

IT Service Delivery and Modernization Review, to access the promotional software discount which expired as of December 31, 2020 and to enter into a contract for purchase of the Diamond ERP financial software including Virtual City Hall (VCH) as a Single Source procurement (5.6.2.) under Purchasing By-law No. 2020-22.

In December 2020 the estimated total cost of software, licensing, integration and training was $298,800.00 prior to the finalization of the Scope of Work (SOW) between Municipal staff, County of Peterborough IT department, CentralSquare and MNP. In January 2021 the estimate was updated in the MNP Website and IT Service Delivery and Modernization Review to $306,900 ($278,400 Capital cost + $28,500 annual maintenance and support). The Scope of Work (SOW) was completed on March 15, 2021 and the CentralSquare Solutions Agreement, with total final cost of $311,854.40 plus HST, was forwarded to legal for review. The municipal legal review has been completed and amendments are included in the final agreement for signature by by-law.

There are two Keystone modules currently in use which are not available in the Dynamics Great Plains (Diamond) municipal financial software, which are; Vital Statistics (Clerks Department) and Facility Scheduler (Parks & Facilities Department). These modules, with integration to CR and AR, will remain active on a reduced Keystone licensing (approximately $5,500 per annum) until a new software application is selected and migration has been completed.

Keystone Modules, included in Cavan Monaghan's Annual Licencing

		Other Software	**Keystone**	**Diamond**
Property Taxes	Finance and Planning & Building		Yes	Yes
General Ledger	Finance		Yes	Yes
Cash Receipts	Finance, Clerks and Parks&Rec		Yes	Yes
Accounts Receivable	All departments		Yes	Yes
Accounts Payable	Finance		Yes	Yes
Pet/Animal Licensing	Clerks		Yes	Yes
Vital Statistics	Clerks		Yes	not available
Budgeting	Finance and all departments	City Wide (PSD) - Capital only	Keystone GL - Operating & Capital	Yes (part of Diamond GL)
Facility Scheduler	Parks & Rec		Yes	not available, 3rd party software options with self-contained booking and AR Systems, such as; BookKing.ca, PerfectMind, Active Networks, Legend, Galaxy Max, etc.
Program Registraton	Parks & Rec		Not in Use	
Utility Billing	Public Works		*not available (part of Keystone AR)*	Yes
Ebilling (unlimited transactions)	All departments		*not available*	Yes
Customer Service Portal- Virtual City Hall (citizens make all payments online and updates financial system without a single keystroke)	All departments		*not available*	Yes
Bank Reconciliation	Finance		Not in Use	Yes
Payroll Management	Finance	EasyPay software	*not available*	Yes
Permitting (Building)	Building	Cloud Permit	*not available (part of PrinSys & AR)*	No, using Cloud Permit
Fixed Assets	All departments	City Wide (PSD)	Not in Use	No, using CityWide
Project Costing (Includes Gravel Haul and Asset and Equipment)	Public Works	City Wide (PSD)	*not available*	No, using CityWide
HRISmyway (employee Self-serve- sick, time-off, etc.)	Human Resources	HRLive & SHRP Consulting	*not available*	No, using HRLive & SHRP, quote available
Purchase Orders	All departments		Not in Use (part of AP)	available, not included in scope
Budgeting- Questica budgeting and reporting toolintegrated into Diamond	Finance and all departments			available, not included in scope

The migration of historical years of data for each module in Dynamics Great Plains (Diamond) municipal financial software, included in the scope is as follows:

- General Ledger = 10 years (3 years standard contract + 7 years enhanced, as all modules post transaction details into the GL)
- Property Taxes = unlimited
- Utility Billing = unlimited transaction with 3 years consumption history
- Payroll = current year values and T4 YTD amounts
- Pet Licensing = *master customer records only
- Account Payable = *master vendor records only
- Accounts Receivable = *master customer records only

Note*: they do not convert transaction history on these modules as part of scope, as conversion is exceedingly complicated, expensive and thus not recommended.

A Virtual/Static version of Keystone (data frozen) will remain on the municipal server for view and export of any historical data not migrated over into the Dynamics Great Plains (Diamond) municipal financial software.

Financial Impact:

The Dynamics Great Plains (Diamond) municipal financial software including Virtual City/Town Hall (VCH) online citizen portal, as per the attached CentralSquare Solutions Agreement, has a pre-tax total cost of $311,854.40. This represents a one-time initial Capital cost of $273,825 (software, licensing and implementation costs) plus a one-year maintenance and support cost of $38,029. Therefore the total cost of $317,345, including municipal HST, is funded $308,800 in the approved 2021 Capital Budget (Financial Management Software, Integration & Training, 02-4070-3340) and funded $8,545.00 in the approved 2021 Operating budget (IT-Software Licensing and Support, 01-4070-3205).

The annual licensing fee of $38,700 ($38,029 plus municipal HST) is applicable during the five-year term. After the five-year term of the agreement, further contract renewals are annually thereafter.

Township of Cavan Monaghan, ON

Summary of Licensing & Professional Services

CORE FINANCE SYSTEMS	License Fee	Annual Maintenance	Consulting Services	Total
CentralSquare AWS Cloud Hosted System including: Foundation Layer & System Manager plus: - 19 Users (12 Full Access, 7 Limited Access) - Systemwide adhoc reporting tools - General Ledger, Budgets, Bank Reconciliation - GL Workflow for JE Batches and New GL Account Creation - Management Reporter (Financial Reports) - Smartlist and Smartlist Builder	$83,605	$33,409	$19,995	$137,009
Payables Management with EFT - AP Invoice Approval Workflow	$0	Included	$15,050	$15,050
Receivables Management & Invoicing - AR Invoice Batch level Workflow Approvals	$0	Included	$13,330	$13,330
Payroll	$0	Included	$28,810	$28,810
Property Taxes	$0	Included	$38,270	$38,270
Utility Billing	$0	Included	$32,035	$32,035
eSend (Electronic Billing, 15000 pieces annually)	$6,500	$1,820	Included	$8,320
Cash Receipts and Cash Management	$0	Included	$8,385	$8,385
Virtual City/Town Hall	$10,000	$2,800	$12,470	$25,270
Animal Licensing	$0	Included	$5,375	$5,375
Intergations -Additional requirements prior to estimate - Cloud Permits Integration(s) - Public Sector Digest Integration(s) - File Hold Integration(s)	To Be Determined	To Be Determined	To Be Determined	To Be Determined
Total Core Proposal	**$100,105**	**$38,029**	**$173,720**	**$311,854**

The Keystone annual licensing fee of $11,200 ($11,000 plus municipal HST) will be reduced in future budgets according to the modules set to inactive during the eighteen month implementation timeline to Dynamics Great Plains (Diamond) municipal financial software. A reduced Keystone annual licensing fee of $5,500 is available to host Vital Statistics and Facility Scheduler, until alternate software programs are selected and implemented. The EasyPay payroll software annual licensing fee of $400 will be eliminated once Diamond Payroll is integrated.

Attachments:

1. By-law No. 2021-27 being a by-law to authorize the execution of CentralSquare Solutions Agreement between the Township of Cavan Monaghan and CentralSquare Canada Software Inc.
2. 2021 Cavan Monaghan/CentralSquare Solutions Agreement (Diamond)

Respectfully Submitted by,   Reviewed by,

Kimberley Pope   Yvette Hurley
Director of Finance/Treasurer   Chief Administrative Officer

The Township of Cavan Monaghan

By-law No. 2021-27

Being a by-law to authorize the execution of CentralSquare Solutions Agreement between the Township of Cavan Monaghan and CentralSquare Canada Software Inc.

Whereas the Township of Cavan Monaghan desires to purchase and upgrade the financial municipal software to Dynamics Great Plains (Diamond) with CentralSquare Canada Software Inc. as further defined in the Agreement; and

Now Therefore the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That Council authorizes an agreement to purchase and upgrade the financial municipal software to Dynamics Great Plains (Diamond) municipal financial software including Virtual City/Town Hall (VCH) online citizen portal with CentralSquare Canada Software Inc.; and

2. That the Mayor and Clerk are hereby authorized to execute such agreement attached as Schedule 'A'.

Read a first, second and third time and passed this 3rd day of May, 2021.

_____   _____

Scott McFadden   **Cindy Page**
Mayor   **Clerk**

<u>CentralSquare Solutions Agreement</u>

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Canada Software Inc.**, a corporation existing under the laws of British Columbia ("**CentralSquare**") and the **Township of Cavan Monaghan, Ontario** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Canada Software Inc.	Township of Cavan Monaghan, ON
2600-1066 West Hastings Street Vancouver, BC V6E 3X1	988 County Road 10 Millbrook, ON L0A 1G0
By:	By: By-law No. 2021-27 _____ _____
Print Name:	Print Name: Scott McFadden, Mayor Cindy Page, Clerk
Print Title:	Print Title: Mayor & Clerk
Date Signed:	Date Signed: May 3, 2021

1. **Solution: Diamond**

2. **Term.**

   2.1. <u>Initial Term</u>. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

   2.2. <u>Renewal Term</u>. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

   2.3. <u>Non-Renewal</u>. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. **Fees**. In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

Note: Pricing for Professional Services is a good faith estimate based on the information available to CentralSquare at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to CentralSquare 's then-current list price rates for the services at issue.

4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.

4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through CentralSquare's warranty services and maintenance, but without any other modification whatsoever.

4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

4.7. "**Custom Modification**" means a change that CentralSquare has made at Customer's request to any Component System in accordance with a CentralSquare -generated specification, but without any other changes whatsoever by any Person.

4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the CentralSquare generated specification and documentation for such Custom Modification, and for which Defect Customer has given CentralSquare enough information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.

4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to CentralSquare Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").

4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Among other things, Personal Information includes (i) any information about an individual which is subject to the provisions of any applicable federal, provincial, state, municipal or other law, rule or regulation governing the collection, use, disclosure and/or retention of Personal Information, including without limitation the Personal Information Protection and Electronic Documents Act (Canada), and (ii) any "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, all rules and regulations issued under any of the foregoing, or similar information identified under any applicable law, rule or regulation.

4.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

4.19. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, agents, subcontractors, and legal advisors.

4.20. "**CentralSquare Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of CentralSquare.

4.21. "**Solutions**" means the Component Systems, Documentation, Custom Modifications, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

4.22. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.

4.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

5. **License, Access & Services and Audit.**

5.1. Software License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, CentralSquare hereby grants to Customer a perpetual, non-exclusive, non-sublicenseable, and non-transferable license to the current version (most updated version) of the Solution(s) installed on Customer's servers outlined in Exhibit 1 at the time of this Agreement's execution.

5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, CentralSquare hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.

5.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

5.4. Audit. Customer shall maintain for a reasonable period of time, but not less than three (3) years after expiration or termination of this Agreement, the systems, books, and records necessary to accurately reflect compliance with software licenses and the use thereof under this Agreement. Upon request,

Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying such licensed use the performance of such obligations and amounts. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance with software licenses.

5.5. <u>Service and System Control</u>. Except as otherwise expressly provided in this Agreement:

    5.5.1. CentralSquare has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and

    5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.

5.6. <u>Limitations.</u> Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including, if required by CentralSquare, remote access to the Customer Systems. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

5.7. <u>Exceptions.</u> CentralSquare has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

    5.7.1. software, or media on which provided, that is modified or damaged by Customer or third-party;

    5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

    5.7.3. any negligence, abuse, misapplication, or misuse of the Solution other than by CentralSquare personnel, including any Customer use of the Solution other than as specified in the Documentation or expressly authorized in writing by CentralSquare;

    5.7.4. any Customer's failure to promptly install any New Releases that CentralSquare has previously made available to Customer;

    5.7.5. the operation of, or access to, Customer's or a third-party's system, materials or network;

    5.7.6. any relocation of the Solution other than by CentralSquare personnel;

    5.7.7. any beta software, software that CentralSquare makes available for testing or demonstration purposes, temporary software modules, or software for which CentralSquare does not receive a fee;

    5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

5.8. <u>Reservation of Rights</u>. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

5.9. <u>Changes</u>. CentralSquare reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of CentralSquare's services to its customers, the competitive strength of or market for CentralSquare 's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective

unless and until memorialized in either a CentralSquare issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

5.10. <u>Subcontractors</u>. CentralSquare may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").

5.11. <u>Security Measures</u>. The Solution may contain technological measures designed to prevent unauthorized or illegal use of the Solution. Customer acknowledges and agrees that: (a) CentralSquare may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce CentralSquare 's rights, including all Intellectual Property Rights, in and to the Solution; (b) CentralSquare may deny any individual access to and/or use of the Solution if CentralSquare, in its reasonable discretion, believes that person's use of the Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) CentralSquare may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

6.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. <u>**Customer Obligations**</u>.

7.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under and in connection with this Agreement.

7.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any

data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

8. **Professional Services**.

    8.1. <u>Compliance with Customer Policies</u>. While CentralSquare Personnel are performing services at Customer's site, CentralSquare 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 CentralSquare in writing or in advance. Customer shall promptly reimburse CentralSquare for any out-of-pocket costs incurred in complying with such procedures and policies.

    8.2. <u>Contributed Material</u>. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare 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 CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

9. **Confidentiality**. <u>Confidential Information</u>. Each Party possesses certain non-public proprietary information, which has economic value and is protected with reasonable safeguards to maintain its secrecy ("**Confidential Information**"). Confidential Information may include, but is not limited to any financial data, business and other plans, specifications, equipment designs, electronic configurations, design information, product architecture algorithms, quality assurance plans, inventions (whether or not the subject of pending patent applications), ideas, discoveries, formulae, models, requirements, standards, trade and manufacturing secrets, drawings, samples, devices, demonstrations, technical information, as well as any and all intellectual and industrial property rights contained therein or in relation thereto. CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired. Confidential Information will be disclosed either: (i) in writing and conspicuously marked with a restrictive legend identifying it as being a Party's Confidential Information; or (ii) orally or visually and identified at the time of disclosure as Confidential Information and subsequently confirmed in writing by the disclosing Party within fifteen (15) days after such disclosure specifically identifying that portion of information that is Confidential Information. Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

    9.1. <u>Compelled Disclosures</u>. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this Section 9; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

    9.2. Upon expiration or termination of this Agreement, or upon demand by CentralSquare, Customer shall (i) return to CentralSquare all copies of CentralSquare's Confidential Information in Customer's possession or under CentralSquare's control, or (ii) destroy all copies of CentralSquare's Confidential Information in Customer's possession and so certify such destruction to CentralSquare in writing. Notwithstanding the foregoing, Customer may retain data or records in electronic form containing Confidential Information for the purposes of backup, recovery, contingency planning, or business continuity planning, so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business and are not accessed except as required by Customer only for backup, recovery, contingency planning, or business continuity purposes.

10. **Security**.

    10.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated

threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

10.2. Customer shall maintain, in connection with the operation or use of the Solutions, 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.

10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation, and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

11. **Personal Data**. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

11.1. 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 CentralSquare 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);

11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

11.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement;

11.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

11.5. 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, including, as appropriate, the measures referred to in Principle 7 of the Personal Information Protection and Electronic Documents Act (Canada). If necessary, the parties will cooperate to document these measures taken.

12. **Representations and Warranties**.

12.1. <u>LIMITED WARRANTY</u>. CentralSquare warrants that it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants and represents that the CentralSquare Software does not contain any "back door", "time bomb", "Trojan horse", "worm", "drop dead device" or other program routine or hardware device inserted and intended by CentralSquare to provide a means of unauthorized access to, or a means of disabling or erasing any computer program or data, or otherwise disabling the CentralSquare Software. Nothing herein shall be deemed to constitute a warranty against viruses. The provisions of section and its subsections below, shall constitute the agreement of the Parties with respect to viruses. Customer's sole remedy with respect to the foregoing warranty shall be to receive an Update to the CentralSquare Software that does not contain any of the above-described routines or devices.

12.2. **<u>DISCLAIMER OF WARRANTY</u>. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED,**

WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare:	**CentralSquare Canada Software Inc.** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235 email:** info@CentralSquare .com **Attention: Senior Counsel / Contracts Department**
If to Customer:	**Township of Cavan Monaghan** **988 County Road 10** **Millbrook, ON, L0A 1G0Phone: (705) 932-2929** **email:** services@cavanmonaghan.net **Attention: Clerks Department**

14. **Force Majeure.** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

15. **Indemnification**.

   15.1. <u>CentralSquare Indemnification</u>. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.2. <u>Customer Indemnification</u>. Customer shall indemnify, defend, and hold harmless Centralsquare from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

15.3. <u>Sole Remedy</u>. [INTENTIONALLY DELETED]

16. **Termination.** This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

17. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

17.1. Upon the expiration or earlier termination of this Agreement, each Party shall continue to hold such Confidential Information in confidence pursuant to Section 9; and

17.2. Upon the expiration of this Agreement, each Party shall pay to the other all amounts accrued prior to and through the date of termination of this Agreement.

18. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.

19. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

19.1. <u>Exclusive Dispute Resolution Mechanism</u>. The Parties agree to resolve any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), exclusively under the provisions of this Section. Either Party may seek interim or provisional relief in any court of competent jurisdiction if necessary, to protect the rights or property of that Party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute.

19.2. <u>Good Faith Negotiations</u>. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the parties agree to undertake good faith negotiation between themselves to resolve the Dispute. Each Party shall be responsible for its associated travel costs. The parties agree to attend no fewer than three negotiation sessions attended Vice Presidents of each Party (or employees of equivalent or superior position).

19.3. <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute during the good faith negotiations either Party must initiate mediation under Section 19.4.

19.4. <u>Mediation</u>. Subject to Sections 19.2 and 19.3, the Parties may escalate a Dispute to a mutually agreed to mediator. Parties agree to act in good faith in selecting a neutral mediator and in scheduling the mediation proceedings. The parties agree to use commercially reasonable efforts in participating in the mediation. The parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation will be shared equally between the parties. The parties shall bear their own fees, expenses, and costs.

19.5. <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result

of its use in the mediation.

19.6. <u>Litigation or Arbitration as a Final Resort</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is issued by the mediator either Party may commence binding arbitration in accordance with the provisions of 19.7 and 19.8 or litigation in a Court having jurisdiction over the matter.

19.7. <u>Arbitration</u>. The Parties agree that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement shall be governed by the *International Commercial Arbitration Act* (Ontario) and submitted to and decided by binding arbitration to be held in **[Toronto, Ontario]**. Parties agree to hold the deliberations in such arbitration confidential.

19.8. <u>Arbitration Procedure</u>. The Parties agree arbitration must be commenced by delivering a notice of arbitration to the other Party. The Notice must set out the nature of the claim(s), and the relief requested. Within thirty (30) days of the receipt of the notice, the receiving Party shall deliver an answer, any counterclaim(s), and relief requested. Arbitration shall be heard by a single arbitrator. Each Party shall pay its own costs of arbitration. The Parties shall confer in good faith to attempt to agree upon a suitable arbitrator, and if unable to do so, they will select an arbitrator from the **[International Chamber of Commerce].** The arbitrator shall decide the procedures in the arbitration after consultation with the Parties. The arbitrator will have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The decision of the arbitrator shall be final and binding upon the Parties hereto. The Parties agree that judgment may be entered upon the award by any court having jurisdiction.

20. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

21. **LIABILITY.** NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

21.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND

21.2. NOTWITHSTANDING CENTRALSQUARE'S INDEMNITY OBLIGATIONS UNDER SECTION 15.1, CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE MONTHS.

22. **Third-Party Materials.** CentralSquare may from time to time, in its discretion engage third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for third parties, but these third parties assume all responsibility and liability in connection with the third-party software, equipment, or related services. CentralSquare 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 CentralSquare is authorized to represent third-party fees in the Agreement and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing any third-party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement (EULA) or similar agreement provided by the Third-Party Materials provider. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof. This Agreement

may not be modified except by a writing subscribed to by authorized representatives of both Parties.

24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. **Counterparts**. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. This Amendment shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means including, without limitation, Docusign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

26. **Material Adverse Change**. If any Law, Regulatory Approval, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

27. **Cooperative Purchases.** This Contract may be used by other government agencies. CentralSquare has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between CentralSquare and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

28. **Order of Precedence**.

    28.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

    28.1.1. The main body of this Agreement and any associated amendments or change orders.

    28.1.2. The attached Exhibits to this Agreement.

    28.1.3. Purchase Orders placed with CentralSquare in accordance with this Agreement.

    Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force and effect, whether referenced or not in any document in relation to this Agreement.

    28.2. Incorporated Exhibits to this Agreement:

    Exhibit 1 – Project Cost Summary

    Exhibit 2 - Maintenance & Support Standards

    Exhibit 3 – Travel Expense Guidelines

    Exhibit 4 – Insurance Requirements

    Exhibit 5 – Scope of Work

EXHIBIT 1

Project Cost Summary

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Diamond Step Up To SaaS Annual Subscription Fee	1	10,000.00	10,000.00
Diamond 1 Price - Citizen Self-Services (VCH) - Suite License Fee	1	12,800.00	12,800.00
Diamond 1 Price - Limited Users License Fee	7	3,584.00	25,088.00
Diamond 1 Price - Full User (Additional Users) License Fee	9	6,528.00	58,752.00
Diamond 1 Price - Full User (3 User Starter Pack) - Basic License Fee	1	19,584.00	19,584.00
Smartlist Builder License Fee	1	3,590.40	3,590.40
eSend License Fee	1	8,320.00	8,320.00
		Software Total	**138,134.40 CAD**

DESCRIPTION	TOTAL
Public Administration Data Conversion Services - As Incurred	40,850.00
Public Administration Training Services - As Incurred	21,930.00
Public Administration Technical Services - As Incurred	1,290.00
Public Administration Development Services - As Incurred	3,440.00
Diamond Project Management	23,650.00
Public Administration Consulting Services - As Incurred	82,560.00
Services Total	**173,720.00 CAD**

Software Subtotal	138,134.40 CAD
Services Subtotal	173,720.00 CAD
Quote Total	**311,854.40 CAD**

PAYMENT TERMS:

ONE TIME FEES

a. CentralSquare License Fees are due: 100% on the Execution Date of this Agreement.
b. Third-Party License Fees are due: 100% on the Execution Date of this Agreement.
c. CentralSquare Professional Services Fees are due as incurred on a time and materials basis and invoiced regularly.

RECURRING FEES

d. The SaaS Annual Subscription Fee is due: on the Execution Date for Year One, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the SaaS Annual Subscription Fee is subject to an annual increase of 5% per annum.
e. Annual Support & Maintenance Fees are due: on the Execution Date for Year One, and annually thereafter on the anniversary of the Execution Date. Beginning in Year Two, the Annual Support and Maintenance Fees are subject to an annual increase of 5% per annum.

ANCILLARY FEES

f. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
g. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such

taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

h. If Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 5% per annum[1] calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Support Standards

1. CentralSquare Cloud Security Program

1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy an availability through multiple carriers.

1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.

1.3. Testing, Audits & Compliance. third-party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.

2. Service Level Commitments

2.1. Target**.** In each Service Period, the target for availability of the Solutions is 99.9% ("Availability Target"). "**Service Period**" means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. CentralSquare will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and CentralSquare will notify the Customer if the entire maintenance window will be required.

2.2. Support Terms**.** Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term")**, CentralSquare shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term")**. This renewal will continue until termination of this Agreement provided that, CentralSquare shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Term.

2.3. <u>Measurement</u>. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer ("**Service Availability**"). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at CentralSquare 's hosted environment. CentralSquare has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override CentralSquare 's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

2.3.1. mutually agreed upon by CentralSquare and the Customer.

2.3.2. paid, installed and maintained by the Customer.

2.3.3. non-invasive and may not reside on CentralSquare 's systems.

2.4. <u>Calculation</u>. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. 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.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. <u>Remedy</u>. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

2.6. If not directly reported by CentralSquare, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Customer shall not be entitled to offset any monthly Solutions 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. CentralSquare will provide reporting, showing performance and service levels.

3. **Server Performance & Capacity.**

3.1. CentralSquare 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 Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the CentralSquare environment and subsequently departs the CentralSquare environment. Any point of communications outside of the CentralSquare protected network environment shall be deemed as "out-of-network." CentralSquare is not responsible for Internet connectivity and/or performance out-of-network.

4. **System Maintenance.**

4.1. <u>Solutions maintenance and upgrades.</u> CentralSquare will provide all hosted systems and network maintenance as deemed appropriate and necessary by CentralSquare. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. <u>Hardware maintenance and upgrades.</u> Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. <u>Emergency maintenance.</u> 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. CentralSquare will attempt to notify the Customer promptly, however if no contact can be made, CentralSquare management may deem it necessary to move forward with the emergency maintenance.

5. **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. CentralSquare will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data.	CentralSquare will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations.	CentralSquare will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions.	CentralSquare will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Solutions.	CentralSquare will respond within 24 hours of the issue being reported.	95%

5.1. <u>Measurement.</u> CentralSquare shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

6. **Disaster Recovery.** CentralSquare provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center is inaccessible or rendered non-functional, CentralSquare will provide the ability to connect to the appropriate data center using software provided by CentralSquare. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.

7.2. denial of reasonable access to Customer's system or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solutions by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.

7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved.

9. **Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, CentralSquare will prioritize these requests, and determine if extra time is needed to order equipment or software.

10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.

10.1. <u>Maintenance</u>. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.

10.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.

11. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	CentralSquare 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 third-party product upgrades and maintenance	X	
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 CentralSquare '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 Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Solutions		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	

12. Virtual Private Network (VPN) Concentrator. If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by CentralSquare. It will reside at Customer's location but is, and shall remain the property of CentralSquare.

13. Customer Cooperation. Customer may be asked to perform problem determination activities as suggested by CentralSquare. 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, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.

14. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.

15. Development Work. The Support Standards do not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. CentralSquare retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

16. Telephone Support & Support Portal

16.1. <u>Hours</u>. CentralSquare shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). CentralSquare shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Customer location(s) if and when CentralSquare 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 Solutions or an act or omission of CentralSquare, then Customer shall pay for CentralSquare 's investigation and related services at CentralSquare 's standard professional services rates. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Agreement, including remote access to the Specified Configuration.

16.2. <u>Releases</u>. Customer shall promptly install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

16.3. <u>Case Number</u>. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a CentralSquare support representative has been directly contacted by Customer either by phone, in person, or through CentralSquare 's online support portal, and b) when CentralSquare 's support representative assigns a case number and conveys that case number to the Customer.

EXHIBIT 3

<u>Travel Expense Guidelines</u>

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

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

AIR TRAVEL – CentralSquare 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, CentralSquare 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 400 Kilometers round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current CRA approved mileage rate for all local trips.

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

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more CentralSquare 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. CentralSquare shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the CentralSquare auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – CentralSquare 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 CRA mileage guideline rate (subject to change with any change in CRA guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer 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 4

<u>Minimum Insurance Requirements</u>

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than $1,000,000.

- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits $1,000,000 each occurrence for bodily injury and property damage, $2,000,000 general aggregate.

- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for CentralSquare or around CentralSquare 's premises. Limits no less than $1,000,000 each accident.

- **Cyber Liability Insurance**, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

EXHIBIT 5
Scope of Work

Implementation Statement of Work

Project: Cavan Monaghan Municipal Office, ON – Diamond ERP Implementation

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement.

Change Requests

The parties may request a written change to this SOW by following the process outlined in the Agreement.

Scope of Project

The project includes the CentralSquare core system Diamond GP as detailed in the system Agreement.

1.1 Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products, with all components delineated in the Agreement. Details related to the activities for each application included in this project can be found in Appendix A.

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. Resource management is critical to success, for all parties. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found in Appendix B of this SOW.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope, and respective budgets, as well as

ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately address by Central Square and customer Project Manager.

Project governance is essential to establishing a decision making and communications model for the project. Key stakeholders will be identified by all parties and regular status meetings will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. The Services aligned to implementation include Consulting, Technical and Installation, Data Conversion, and Training. The implementation methodology is a four-stage approach that includes:

Analysis: During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. Decisions related to configuration will be documented in the CentralSquare Decision Workbooks for each major product and delivered to the customer for review and concurrence. Where necessary, CentralSquare Data Conversion Specialists will meet with the data experts from the Customer and review the contracted elements for conversion. Deliverables during this stage include the Decision Workbooks for each product and the data mapping for conversion.

Configuration: Using the decisions documented in the Decision Workbooks during the Analysis stage, CentralSquare will begin work with the customer to configure the system. CentralSquare will also work with the customer functional experts, as needed, to configure interfaces and complete data conversion. All admin level workshops will be completed during the configuration stage of the project: Customer should ensure key project resources are available for consultation and workshops; and, customer should be prepared to host training in adequate environments. Appendix A will define workshops specific to this project and deliverables as applicable during this stage.

Testing: It is expected there will be modifications to current customer processes to align to the functionality of the newly contracted products; as such, validation through appropriate reasonable testing at various stages is critical to a successful deployment. CentralSquare uses an iterative testing approach to ensure the configurations are properly set to achieve the desired outcomes. During the testing stage of the project, the project teams will work together to ensure workflows and business processes are aligned to the application functionality. Once testing is complete, application user training will begin (see the appendix for an overview of training included in this project). Deliverables during the testing stage include Test Plans and Go-Live Readiness assessments.

Deployment: Once the project passes the Go-Live Readiness assessment, final planning for Go-Live takes place. This will include completing end user training, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted. Deliverables during the deployment stage include a go-live plan, cutover schedule, and communications plan.

Professional Services

<u>Consulting Services:</u> Include both interactive and independent engagements with CentralSquare subject matter experts on the various applications and functions. Types of activities included in Consulting Services are customer workflow analysis, application workshops, and configuration assistance. Also included in the consulting activities are engagements aimed at supporting the customer with testing and go-live activities. More detail on the engagement related to Consulting Services related to this project can be found in Appendix A.

A successful consultation includes multiple platforms of learning and training; therefore, the customer will provide ample workspace to be successful in this type of engagement. Network connections, training facilities that include computers, projectors, Wi-Fi access, recommended network configurations in place, and scheduling considerations are imperative so that all who would benefit from collaboration and training may attend.

<u>Technical Services:</u> Provides technology consulting at the infrastructure layer including CentralSquare applications requirements for servers, operating systems, and other various supporting products like SQL and Active Directory. Technical Services are engaged in tasks related to interfaces and integration implementation configuration and knowledge transfer. Refer to Appendix A for contracted Technical Services.

Technical Services also includes activities related to hardware installation (as necessary) and the initial software installation of CentralSquare applications. This includes the services for the provisioning of additional environments for the contracted applications: application environments included in this contract are Production (Pre-Production during implementation), Training/Testing, and Data Conversion (where applicable).

- The Pre-Production environment will become the Production environment upon Go-Live. All activities related to configuration, testing, and training will take place in the Pre-Production environment. Prior to Go-Live, CentralSquare will scrub the Pre-Production environment of all training and testing data and prep for Production Go-Live.
- The Data Conversion environment will be provisioned to align with the Pre-Production environment. This environment will be used as a working/staging environment for data conversion activities during implementation. Once the data conversion activities are complete, the environment will be decommissioned.
- The Training/Test environment will be provisioned in the weeks leading up to Go-Live to minimize the additional work needed to keep environments aligned.

Once the Training/Testing environment has been completed, and the Production environment is live, the ongoing maintenance for configuration alignment between the two environments will be the responsibility of the Customer.

Communication

<u>Project Status Cadence Meetings:</u> Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues, Project Status and Issues/Risks Reporting: In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.

The Issues Log updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreement by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Agreement. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to Central Square's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.

If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

CentralSquare:

Escalation to CentralSquare management is as follows:

Name and Role	Phone	Email
Melissa Cogan, Manager Professional Services	616-325-5737	Melissa.Cogan@CentralSquare.com
Michael DiOrio, Sr. Director of Professional Services	407-304-3024	Michael.DiOrio@CentralSquare.com
George Slyman, Sr. Director of Professional Services	360-303-9362	George.Slyman@CentralSquare.com
Mike Poth, VP Professional Services	703-328-0979	Mike.poth@central.square.com

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Data Conversion Services

CentralSquare uses an iterative and collaborative approach to data conversion. This includes the initial data analysis, data mapping, and performing sample conversions for validation prior to executing the final conversion into Production. CentralSquare will provide training on the proper use of CentralSquare's data mapping tools to the customer's appropriate staff. CentralSquare consultants will work with the customer to ensure a thorough understanding of the validation requirements necessary to evaluate converted data for completeness and accuracy. Finally, CentralSquare Data Conversion Consultants will provide a final plan for converting data into the Production environment aligned to the Go-Live schedule and will review this plan with the appropriate customer staff.

For a successful data conversion, the customer will provide the necessary dataset in one of the following formats: SQL, Microsoft Excel, Microsoft Access, or delimited flat file. While CentralSquare will collaborate with the customer staff on the best practice approach to validation of converted data, it is ultimately the responsibility of the customer to ensure the validation is prioritized for timely completion and data is verified for accuracy. Up to three iterations of translation, conversion, and review are performed for each dataset; therefore, it is imperative to have sufficient time allotted for effective review at each iteration. Detailed documentation in writing will be required from the customer staff for any discrepancies or issues found during the data review. See Appendix A for the data conversion contracted for this project.

Training Services

Utilizing a global methodology for user training across all product lines ensures the preparation, documentation, and delivery of training is effective across all CentralSquare branded core applications, add-ons, and interfaces. Training sessions can occur through multiple vehicles such as live-online, e-learning on demand, and face-to-face classroom settings. CentralSquare Consultants work with customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

CentralSquare provides a hands-on, interactive approaches to user training: End-User and Train-the-Trainer.

- End-Users are defined as employees who will access the application(s) on a regular basis to perform their daily activities. End-User classes incorporate various functions based on realistic scenarios focused on process using the applications inherent tools to ensure productive use of the system at and after Go-Live. Topics in End-User courses will include data entry, searching, reporting, and application navigation.
- Train-the-Trainer courses are designed to prepare the Customer's trainers to conduct End User training. CentralSquare uses a teach and teach-back approach for Train-the-Trainer to allow for our Consultants to evaluate the Trainer's knowledge and ability to convey methodology appropriate to the use of the CentralSquare applications.

Successful trainings rely on the customer to dedicate assigned personnel to attend sessions limiting the interruptions of normal work duties. To ensure training is most successful the Customer will provide appropriate classrooms, facilities, connectivity (networks and lines to data terminals), devices with system software installed, and related equipment/materials to support each training class. With a hands-on and interactive approach to training, every effort should be made to include one full-function workstation per student, one full-function workstation for the instructor, necessary projection equipment, a whiteboard, and network connectivity. Every attendee should have the prerequisite skill sets, operations knowledgebase, and dedicated time to complete follow-up tasks after the completion of the training. See Appendix A for an overview of End-User training associated with this project.

PRODUCT: DIAMOND

Project Description

This document is the Statement of Work (SOW) for Diamond ERP. CentralSquare will aid in successfully implementing the Client's chosen solution

Project Scope

The overall Project Objective and Scope include the following:

Software Scope

Covered software does not include hardware, hardware vendor operating systems and/or other system software, Customer developed software, or third-party software. CentralSquare will deliver computer software and database structure for SQL/Server database in a CentralSquare hosted environment.   The following list depicts the ERP Solution modular applications and number of licensed users associated with the Agreement.

Dynamics GP and Diamond Municipal

- CentralSquare AWS Cloud Hosted System including:
    - Foundation Layer & System Manager plus:
    - 19 Users (12 Full Access, 7 Limited Access)
    - Systemwide adhoc reporting tools
    - General Ledger, Budgets, Bank Reconciliation
    - GL Workflow for JE Batches and New GL Account Creation
    - Management Reporter (Financial Reports)
    - Smartlist and Smartlist Builder
- Accounts Payable with EFT
    - AP Invoice Approval Workflow
- Accounts Receivable and Invoicing
    - AR Invoice batch level approvals
- Payroll (includes emailing of payslips and T4s)
- Property Taxes
- Utility Billing
- eSend (Electronic Billing, 15000 pieces annually)
- Cash Receipts and Cash Management
- Virtual City/Town Hall Citizen Portal
- Animal Licensing

Services Scope

The following outlines the proposed services for the project management, installation, configuration, training, testing, and other services work necessary for the implementation of the ERP Solution and represents a good-faith estimate based on our knowledge at time of the Agreement.

Service Description

Engagement	High Level Tasks	Key Deliverables

Planning/Project Initiation/Analysis	Completion of this following tasks are accomplished through a combination of onsite and remote visits:
	
	• Kick-Off meeting
	• Formal discovery sessions at start of project
	• Detailed scope and contract review
	    o Discovery/design and workflow review
	    o Conversion scope review
	• Assignment of project team and identify key team members
	• Identify improvement opportunities through a workflow analysis
	• Collaboratively develop a roadmap that drives implementation
		1. Project Management Plan
		2. Integrated Project Schedule
		3. Communication Plan
		4. Decision Workbook

Monitoring and Control/ Configuration	Remote installation tasks consisting of the following: Software installation Application installation Network architecture review Comprehension design and configuration task for the software solution: Creation of workflow Report development	5. Monthly Status Report 6. Issues Log 7. Risk Register

Engagement	High Level Tasks	Key Deliverables
	System configuration Data converted Third-party software Integration Remote Data Conversion and Testing: After initial data load occurred within respective processes, CentralSquare will upload the subsequent rounds of corrected Customer provided legacy extract files into "software"	
Testing	Shared responsibilities for the following tasks: System validation Application tests Integration testing Parallel testing Completion of the following tasks are accomplished through a combination of onsite and distance learning sessions: End user training System administration training	8. Test Workbook
Deployment/ Closeout	Tasks to be completed at or near the end of the implementation project: Mock Go Live/readiness review Go Live activities Post Go Live onsite support Complete project documentation Transition to support team Transition to customer success manager	9. Go Live Plan 10. Services to Support/CSM Project Closeout Report

Service Assumptions

CentralSquare is implementing a Commercially Available Off-the-Shelf solution.

Customer and CentralSquare expect that this SOW may be modified from time to time as mutually agreed, given that CentralSquare may be provided or may obtain a more thorough understanding of Customer's existing policies, practices, and operations through the post-contract planning and discovery process.

Customer and CentralSquare will jointly develop the detailed and fully integrated project plan and schedule. Any significant or material changes to the project, once the project plan is finalized, may result in the need for a change order.

Customer may obtain the services of an additional consultant to provide project review, advice, and consultation at their own cost. CentralSquare will make every attempt to cooperate with the efforts of this consultant within the context of Customer's participation, deliverable review, and approval timeframes identified within this SOW and the Agreement.

Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibility described in this SOW.

CentralSquare is not responsible for quality of Customer's legacy data or for the correction or resolution of data quality issues unless previously agreed upon.

Customer Responsibilities

➢ Customer will change business processes as necessary to maximize efficiencies in the ERP Solution.

➢ Customer will make resources available to assist as needed to fulfill the responsibilities herein.

➢ Customer will form a Project Team and will make their Project Team members available for meetings; consulting and training sessions; discussions and conference calls; and, other related project tasks or events requested by CentralSquare, or as indicated in the project plan.

➢ Customer Project Team members will respond to information requests from CentralSquare staff in a timely manner as to minimize delays in the project.

➢ Customer Project Manager, Project Team, Subject Matter Experts, and other key personnel (as determined by Customer) will participate in the Kick-Off Meeting.

➢ Customer will cooperate with CentralSquare Project Manager to develop a mutually agreeable schedule and agenda for the workflow discovery.

➢ Customer will review recommendations in the Workflow Analysis Report and attend the scheduled presentation of the findings. Customer will submit written questions or requests for clarification/revision to the CentralSquare Project Manager within five (5) business days of the presentation.

➢ Customer will participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.

- Customer will provide access to servers as required for CentralSquare Technical Lead and Application Installation Consultant to perform installation tasks.

- Customer will designate a representative as the Project Team's Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

- Customer will provide adequate breakout and conference space, as well as an adequate workspace for each onsite CentralSquare consultant, with access to network, Wi-Fi, telephone, and close proximity to the Customer Project Team.

- Customer will provide adequate training space and computers for the scheduled training throughout the project. The training spaces will include fully functioning networked computers, meeting the required CentralSquare hardware standards. CentralSquare may consider alternative meeting options such as WebEx, video conferencing, remote desktop, and conference calls when appropriate.

- Customer will act as the primary point of contact with non-CentralSquare third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be interfaced.

- Customer will provide expertise in third-party data, data mapping, and data validation.

- Customer will be responsible for validating all data transferred into the ERP Solution and data transferred from ERP Solution into other third-party applications.

- 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 CentralSquare can read for import purposes (Excel spreadsheet, for example).

- Customer application owners will participate in testing activities.

- Customer will provide verification and validation of the converted data into the designated non-production environment according to the Test Plan.

- Approval to proceed: Customer will provide sign off of the converted data set in a non-production environment, approving the cycle to be completed in a production environment.

- Customer will identify and schedule appropriate personnel to attend training.

- Customer will complete all tasks on the Customer Go Live preparation checklist in the designated timeframes.

- Customer Project Manager and other key personnel (as determined by Customer) provide support and assistance throughout Go Live event.

- Final conversion sign off: Customer will provide sign off of the converted data set into the production environment.

In Scope

➢ Modification of the following existing system reports

  o One Accounts Payable Cheque Stub
  o One Accounts Payable EFT Remittance
  o One Accounts Receivables Invoice
  o One Accounts Receivables Historical Invoice
  o One Accounts Receivables Statement
  o One Payroll Payslip
  o One Property Tax Interim Notice
  o One Property Tax Final Notice
  o One Property Tax Supplemental Notice (If applicable)
  o One Property Tax Arrears Letter
  o One Property Tax Certificate
  o One Utility Bill
  o One Utility Arrears Letter
  o One Cash Receipt

➢ Creation of the following new reports

  o Assistance in end user creation of Management Reporter reports

Out of Scope

  ➢ Development of ad hoc reports not specifically listed as in scope above.
  ➢ Modifications to baseline reports, forms, web pages not specifically listed as in scope above
  ➢ Anything not specifically designated in this SOW should be considered out of scope and not part of this project.

Data Conversion Special Scope Note

  ➢ CentralSquare will assist the Customer in converting up to ten (10) years of general ledger balances, transactions and budget amounts included in the scope of services.

Interfaces and Integrations

This project scope includes services to migrate the core solution only. Any additional cost associate with interfaces or integrations between ERP Solution and other third party solutions are not in scope except as noted below:

Cloud Permits Integration

Using the existing Diamond integration suite functionality included with the Diamond foundation layer, the Diamond system will be configured to consume one (1) GL/Deposit transaction file as uploaded by Cloud Permits or Customer staff. It is assumed the file provided by Cloud Permits will contain the minimum data required to create a valid GL/Deposit in Diamond.

Additional Cloud Permit integrations are out of scope and subject to discovery and change order process.

Public Sector Digest Integration

Using the existing Diamond integration suite functionality included with the Diamond foundation layer, the Diamond system will be configured to consume one (1) GL/Deposit transaction file as uploaded by Public Sector Digest or Customer staff. It is assumed the file provided by Public Sector Digest will contain the minimum data required to create a valid GL/Deposit in Diamond.

As part of the standard Smartlist and Smartlist Builder training to be delivered to the Customer, CentralSquare will also demonstrate how to use either a standard pre-built Smartlist or have staff modify/create their own report so that Purchasing and/or General Ledger data can be exported by Smartlist on an adhoc basis for consumption by Public Sector digest.

Additional Public Sector Digest integrations are out of scope and subject to discovery and change order process.

File Hold Document Management

No Diamond integrations are in scope. Any integrations between Diamond and File Hold are subject to discovery and change order should CentralSquare effort be required.

Please note, however, that Diamond accounts payable has an invoice approval workflow mechanism built into the system and scope has been included to configure and use this workflow.

Application Software Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

For On Premise software:

Tasks	Name	Description	Customer Role	CentralSquare Role
1)	Installation	Initial Installation of CentralSquare's ERP Solution software	• Attend Discovery Call	• Discovery Call • Complete install and data migration
2)	Test Company Creation	Test Company Creation is the creation of the test company which is cloned from the pre-production environment.	• Validate Account	• Create Test Company

Assumptions

➢ CentralSquare will setup and install the ERP Solution software on a hosted location. CentralSquare will complete all installation remotely.

➢ CentralSquare will create one (1) Production Company, one (1) Training Company, and other Test Companies as required by CentralSquare for the duration of the implementation to facilitate setup, configuration, testing and training. Additional environments will require additional hours added under separate quote by mutual written agreement at CentralSquare's prevailing rates.

➢ CentralSquare's standard methodology for implementation of Enterprise Resource Planning systems is a structured sequence of product deployment as detailed in the project management plan.

➢ System Administrative training comes standard with all ERP Solution installations which will be completed remotely. CentralSquare will also train Customer on doing a data refresh from Production to other environments as part of admin training.

Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Milestones outlined in the Agreement by following the below process:

➢ CentralSquare will submit in writing to the Customer a Deliverable Acceptance form for each completed Deliverable outlined on the table in Section 2.2 – Service Description.

➢ The Customer will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline.

➢ CentralSquare will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion 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 ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the Customer Project Manager will request an extension in writing to the CentralSquare Project Manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.

➢ Upon approval of the deliverable or milestone, the Customer Project Manager will sign the completion form and return it to CentralSquare Project Manager.

Service Estimates and Assumptions

➢ Quoted hours may include non-client facing time required for session prep and follow-up

➢ This is an estimate only and additional time may be required depending on the task. If the time required to complete the project is less than 10% the project will proceed with the overage; if the time required to complete the project is more than 10% above the original estimate, a work order will be required.

➢ Customer will designate a representative as the Project Manager. The Project Manager will be the primary point of contact for project coordination throughout the project.

APPENDIX B: Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it.)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

Task	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SME's
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A							I								I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A							I								I	C	I	I
Drafting Initial Project Timeline				R, A		I		C			I								I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R	A,C	I	I	I	I		C	I		I						
Reviewing Project Plan with Customer				R, A							I								I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment										C	R	C	C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops										R	C		I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R			C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A				I														
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		