

CITY OF OCEANSIDE

AMENDMENT 3 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: CUSTOMER INFORMATION SYSTEM

THIS AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT ("Amendment"), dated December 17, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation ("City"), and ADVANCED UTILITY SYSTEMS, a division of N. Harris Computer Corporation ("Consultant").

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated October 7, 2015 ("Agreement"), wherein Consultant agreed to provide certain services to City as set forth therein;

WHEREAS, City and Consultant are the parties to Amendment 1 of the Professional Services Agreement dated June 22, 2016 wherein \$351,000 in project funding was added revising the total contract amount to \$2,136,250;

WHEREAS, City and Consultant are the parties to Amendment 2 of the Professional Services Agreement dated November 6, 2024 to implement a real-time integration between Advanced Utility Systems' Customer Information System ("CIS") and the iNovah central cashiering system;

WHEREAS, City now desires to upgrade to version 5 of the CIS Infinity Software to meet the City's growing needs for customer service, billing, data analytics, and system integrations;

WHEREAS, City additionally desires to transition the existing on-premise system to the latest cloud-based version supported by Advanced Utility Systems;

WHEREAS, the parties desire to amend the Agreement to add services related to the upgrade of CIS Infinity version 4 to version 5, as further described in attached and incorporated Exhibit A, Statement of Work: CIS Infinity v4 to v5 Upgrade and Smart VX.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall

[Insert project name and number]

be amended as follows:

1. **SCOPE OF WORK.** Consultant shall provide services related to the upgrade of CIS Infinity version 4 to version 5 as further described in the Statement of Work: CIS Infinity v4 to v5 Upgrade and Smart VX, a copy of which is attached to and incorporated into the Agreement. In the event of a conflict between the Agreement and the Statement of Work: CIS Infinity v4 to v5 Upgrade, the Agreement shall prevail.

2. **COMPENSATION.** Consultant's compensation for work performed in accordance with the Statement of Work: CIS Infinity v4 to v5 Upgrade and Smart VX shall not exceed a one-time fee of \$312,710, with an annual recurring fee of \$158,398.

3. **INSURANCE.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Coverage shall be at least as broad as:

Commercial General Liability Insurance

\$2,000,000 per occurrence, including products and completed operations, property damage, bodily injury, and personal & advertising injury

\$4,000,000 aggregate

Automobile Liability Insurance

\$1,000,000 per accident for bodily injury, including death, and property damage

Worker's Compensation

\$1,000,000 per accident for bodily injury or disease

Professional Liability Errors & Omissions

\$2,000,000 each claim

Cyber Insurance

\$2,000,000 per occurrence or claim

\$2,000,000 aggregate

Technology Professional Liability Errors & Omissions

\$2,000,000 per occurrence

Insurance carriers for Commercial General Liability Insurance, Cyber Insurance, and

[Insert project name and number]

Technology Professional Liability Errors & Omissions Insurance shall be United States-admitted carriers.

4. **PROTECTION OF PERSONAL INFORMATION.** "Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. Consultant shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. Consultant shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which Consultant has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by California or U.S. federal law.

5. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Consultant and City.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

CONSULTANT

By: Mark David Wilkinson
Name/Title Executive Vice President

Date: 12/11/2025

By: _____
Name/Title

Date: _____

Employer ID No. _____

CITY OF OCEANSIDE

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

Document Date: 12/11/2025

Number of Pages (including notarial certificate): 4



Lori Anita Moore Bartley

ID NUMBER
133293489
COMMISSION EXPIRES
August 25, 2029

State of Texas

County of Montgomery

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 12/11/2025 by Mark David Wilkinson.

Lori Anita Moore Bartley 12/11/2025
Lori Anita Moore Bartley
Notary Public, State of Texas



City of Oceanside

Statement of Work: CIS Infinity v4 to v5 Upgrade and SmartVX (Hosted)

Created: August 12, 2024

Valid Until: December 31, 2025

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Introduction

THIS STATEMENT OF WORK (the "SOW") made as of the ____ day of _____, _____ (the "Effective Date").

BETWEEN: N. HARRIS COMPUTER CORPORATION (through its Advanced Utility Systems division) ("Harris")

- and -

City of Oceanside, California

The project is defined as the upgrade of CIS Infinity, by Advanced Utility Systems ("Advanced") for City of Oceanside ("Oceanside") current CIS Infinity Version 4 ("v4") instance will be upgraded and migrated to CIS Infinity Version 5 ("v5") delivered via the Infinity Cloud platform and will replace the current on-premise version of CIS Infinity V4, Advanced's comprehensive customer information and utility billing software. Additionally, optional value-added solutions, including Infinity Cloud, Advanced Managed Services ("AMS") and SmartVX personalized video experiences, will be deployed as a part of the scope of this project.

This document describes the Scope of Work ("SOW") to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Oceanside for this project.

The project, as outlined in this Scope of Work ("SOW"), encompasses all aspects of Oceanside's CIS Infinity upgrade and migration, including but not limited to project management, requirements gathering, migration preparation, data migration, configuration, including interfaces and training.

Except as otherwise expressly set forth herein, this SOW is performed pursuant to the terms and conditions of the Software License, Professional Services, Implementation Services and Support & Maintenance Agreement (collectively, the Agreement) mutually executed between the parties on October 7, 2015; provided, however, that all hosting services will be provided pursuant to the terms appended hereto as Appendix "B", the Hosting Services Agreement, with its attachments.

Oceanside Points of Contact

Primary Point of Contact (POC)	
Name	Donna Trevizo
Title	Financial Services Division Manager
Organization	City of Oceanside
Address	300 North Coast Hwy, Oceanside, CA 92054
Phone	(760) 435-3840
Email	DTrevizo@oceansideca.org
Website	https://www.ci.oceanside.ca.us/

Additional Contact	
Name	Chaz Olloqui
Title	Management Analyst
Organization	City of Oceanside
Address	300 North Coast Hwy, Oceanside, CA 92054
Phone	(760) 435-5845
Email	COlloqui@oceansideca.org
Website	https://www.ci.oceanside.ca.us/

Additional Contact – Upgrade Project & Accounts Payable	
Name	Hayley Hyman
Title	Revenue Operations Supervisor
Organization	City of Oceanside
Address	300 North Coast Hwy, Oceanside, CA 92054
Phone	(760) 435-3880
Email	hhyman@oceansideca.org
Website	https://www.ci.oceanside.ca.us/

Project Scope

Advanced and Oceanside agree to cooperatively manage the cost, schedule, and scope of the project. The project scope is limited to the tasks and deliverables identified in this SOW. Items not included in this SOW and its appendices are considered out of scope.

Advanced will provide the following services regarding the CIS Infinity to Oceanside:

1. Project Management.
2. Solution Overview Session:
 - a. Advanced and Oceanside will confirm and clarify requirements related to current CIS Infinity V4 configurations, interfaces, and reports.
3. Software installation deployed within on-premise environment(s).
4. Advanced will provide scripting and expertise to assist in extracting ten (10) years of data from the CIS Infinity V4 production instance.
5. Advanced will perform initial load of the extracted production data into CIS Infinity V5 pre-production system.
6. Advanced will perform up to four (4) data refreshes of the Test System by restoring the database of the Test System with the data used for the initial load.
7. Software installation deployed within on-premise environment(s). Perform initial load of the extracted production data into CIS Infinity Version 5 to-be production system as part of cutover activities.
8. Software within the scope of this project:
 - a. Advanced CIS Infinity V5 (Hosted),
 - b. Additional 5 Infinity CIS Licenses,
 - c. SmartVX Video Engagement Platform (Welcome video).
9. Training:
 - a. Related to remote web-based Core Team system overview of new features and navigation of CIS Infinity V5.
 - b. Related to remote web-based End User Training on new features and navigation of CIS Infinity V5. Onsite delivery of this training is optional and available upon request at additional cost.
10. Technical Support.

Definitions

#	Name	Definition
1	Baseline Accounts	A cross selection of account types and services that are used for testing purposes the CIS Infinity solution.
2	BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by Oceanside.
3	CIS	Customer Information and Billing System.
4	Cloud Platform	The underlying networking, storing, compute, security and monitoring infrastructure which provisions access to CIS Infinity.
5	CIS Infinity	The Advanced Customer Information and Billing System.
6	CIS Solution	All Advanced licensed software (CIS Infinity) and related implementation services.
7	Oceanside Owned Control Forms	Configuration areas of the system that are the responsibility of Oceanside (including but not limited to service orders, actions, letters, security, admin).
8	Configuration	Changes to the software that do not require source code or structural data model changes.
9	Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of Oceanside on the generic CIS Solution.
10	Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
11	Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
12	Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround, or the defect does not

		impact Oceanside's operation of the CIS Solution in any significant respect.
13	End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the Oceanside Core Team to Oceanside employee base utilizing specific areas of the system.
14	Modification	A change to the code base or a structural data model change.
15	CIS Infinity V4	Oceanside's current customer information and billing system to be replaced by CIS Infinity V5.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced's Responsibilities

1. Advanced will maintain project communications with Oceanside's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with Oceanside's Project Manager.
3. Advanced will conduct regular (e.g., weekly or as required) telephone status report conversations with Oceanside's Project Manager.
4. Advanced will participate in weekly reviews with Oceanside's project team. Participation can be waived by mutual agreement.
5. Advanced will respond within one business day to critical issues raised by Oceanside's Project Manager.
6. Advanced will prepare and submit a status report that includes the accomplishments of the previous month, activities planned for the current month, and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to Oceanside's Project Manager as necessary.
8. Advanced will resolve deviations from the Project Schedule.
9. Advanced will monitor the project to ensure support resources are available as scheduled.
10. Advanced will coordinate and oversee the installation of all Advanced licensed software.
11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance and will support the onsite Production environment(s) throughout the implementation, and both onsite environments after implementation and Go-Live.

12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the CIS Infinity side of the interface).
13. Advanced will monitor and support all testing phases, i.e. functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

Oceanside's Responsibilities

1. Oceanside will provide the information required to configure and convert data into the CIS Solution.
2. Oceanside will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. Oceanside will designate a Project Manager who will manage the efforts of the Oceanside Team and/or staff and coordinate activities with Advanced's Project Manager.
4. Oceanside's Project Manager will ensure that Oceanside's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
5. Oceanside's Project Manager or designee will participate in the scheduled (e.g., weekly or as required) status meetings with the Advanced's Project Manager.
6. Oceanside will review current business practices and consider and/or adopt new business practices as needed.
7. Oceanside will provide responses within one business day to critical issues raised by the Advanced's Project Manager.
8. If this project requires onsite presence, Oceanside will make available private work space or an appropriate training space, as deemed necessary between the Advanced and Oceanside teams. This space should be equipped with a whiteboard and markers, flip chart, LCD projector, conference phone and wired internet connection. In the event the on site will include testing or training with the Oceanside team, the space will also include computers with the necessary software and confirmed software access for all Oceanside users participating.
9. Oceanside will equip its users of CIS Infinity V5 with client workstations and software that meet or exceed the provided technical specifications.

10. If this SOW requires on-site presence, Oceanside will establish a training/testing room that will provide space, computers (with necessary software), and access to the software for the number of users specified in the contract. The training room will be equipped with a whiteboard and markers, flip chart, LCD projector, conference phone, and internet connections.
11. Oceanside will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.
12. Oceanside Staff will attend scheduled training sessions.
13. Oceanside will perform testing as required, including functional testing, integration testing, and user acceptance testing, and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
14. Oceanside will perform manual cutover tasks identified in the data conversion and the cutover plan.
15. With support from Advanced, Oceanside will be responsible for creating, configuring, and testing all Oceanside Owned Control Forms (including but not limited to service orders, actions, letters, security, and admin). Advanced will provide training on the same.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost will be firm for the services identified herein through the project's duration of eight (8) to ten (10) months and two (2) weeks of post-implementation support. If circumstances occur that result in delays to the project, extensions will be reviewed and managed via the Change Control Process.
3. Oceanside's project will be performed on the latest production build. Oceanside may wish to upgrade its production environment before the beginning of this project. Release management should be reviewed with Advanced's Client Support Team. Oceanside recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
4. Staffing issues will be resolved between Oceanside and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
5. Oceanside will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact on the project. If this cannot occur:
 - a. Oceanside will define an escalation path that defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.
 - b. Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and the task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts on schedule and cost.
 - c. Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of resource loss.
6. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within three (3) business days (or to a mutually agreed time). Reasonable efforts will be made to meet the requirements.

7. Oceanside will empower Oceanside's project team members to make decisions related to configuration and business processes. For some key decisions, the Oceanside team may be required to elevate the decision process to the executive team. Oceanside will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
8. Oceanside and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions, and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within three (3) Business Days unless otherwise agreed to minimize delays in the project.
9. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
10. All Oceanside and Advanced Project Team members are expected to take normal vacation and holiday days throughout the project except during stages of the project where their presence is critical.
11. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. If Oceanside rejects any of Advanced's "Best Practices" recommendations, Oceanside will be required to sign an acknowledgment of such a decision. This acknowledgement will describe Advanced's concerns about Oceanside's requested functionality and Oceanside's acceptance of the risk. This document will describe any impact on Advanced's ability to provide ongoing support, including any impacts on the annual software maintenance fees. Oceanside's refusal to adhere to Advanced's "Best Practice" recommendations will be considered outside the scope of this implementation and those requests will be subject to the change order process. Any subsequent reversal or modification of such functionality will also be an increase in project scope and subject to the change control process.
12. When onsite, Advanced agrees to work within standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of standard business hours. For example, cutover is typically done over the weekend.
13. Advanced will provide standard test cases based on standard product functionality. Oceanside is responsible for creating and executing any additional or custom test cases (as required).

14. Oceanside and Advanced will each assign a Project Manager to lead and guide their respective teams throughout this engagement. Advanced will allocate up to 25% (up to 32 hours per week) of a full-time equivalent (FTE) Project Manager to the Oceanside project. Should additional time be required, Advanced will issue a change order to accommodate the request.
15. Oceanside and Advanced will each secure the appropriate staff from their teams in a timely fashion to discuss or review the various materials produced when required.
16. Oceanside and Advanced agree to facilitate any required corporate coordination for the fulfillment of this agreement.
17. Oceanside and Advanced will provide access and support from their respective IT Groups and any other stakeholders, as deemed necessary by Oceanside and Advanced throughout this engagement.
18. Oceanside will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of Advanced's locations. Advanced shall abide by all rules and directions of Oceanside when accessing networks, facilities, or systems. Please note that multiple concurrent Advanced users must be allowed timely access to relevant client servers.
19. Advanced will work with Oceanside and all third-party vendors referenced in Task 2 to ensure a successful project. However, Oceanside will secure, as required and in a timely fashion, the assistance and cooperation of third-party vendors to ensure a successful project. Any delays in completion, review, and/or acceptance of any deliverable by the client as a result of a third-party vendor which extends the duration of the project are subject to the change control process for additional costs incurred by the delay.
20. Advanced will provide updates to rate values until the end of the functional testing phase of the project at no extra charge. If the rate value update needs to occur after functional testing, this will be considered a change to the scope of this implementation and will be subject to the change order process. Advanced will provide no changes to rate formulas or calculations during the course of this implementation. If a rate change must occur, it will be documented and subject to the change order process.
21. Concerning Third Party Payment Processing, near real-time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor, Invoice Cloud. Oceanside will have a valid contract with the payment processing partner to which the solution will be integrated before the start date of Functional Testing as defined in the project schedule.

22. Direct write access to the CIS Infinity v5 database is not permitted. Any existing interfaces requiring write access to the database, including but not limited to those using stored procedures or database triggers, must be modified to leverage REST, SOAP, or AIM-based technologies via the Change Order Process.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have the primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project-related administrative activities, including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure the successful completion of Advanced-led/assigned activities and related project tasks. Similarly, the Oceanside PM will provide oversight and guidance to Oceanside staff to ensure the successful completion of Oceanside-led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and Oceanside will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Oceanside project team. Before the remote Project Kickoff meeting, Advanced and Oceanside will assemble their respective teams who will review this SOW in preparation for the Project Kickoff meeting. It is also highly recommended that Oceanside reviews the CIS Infinity upgrade documentation before the Project Kickoff meeting.

The Project Schedule for Oceanside identifies the activities, deliverables, and resources required for the successful upgrade of CIS Infinity. The Advanced PM and the Oceanside PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third-party delivery dates). Oceanside is responsible for managing the timelines and deliverables of any third-party vendor to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Oceanside PM will finalize the project schedule within two (2) weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Oceanside and Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control Process).

Subtask 1.2 Change Control Process

Advanced will coordinate a joint effort with Oceanside to document a Change Control Process to manage project scope. The Change Control Process will identify how changes are initiated, and their impact on the project will be identified, documented, and communicated to Oceanside. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.3 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project's progress. Advanced will use various methods to communicate regularly with Oceanside, including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as-needed basis.

Advanced's Project Manager will attend status meetings with Oceanside's Project Manager, either in person or via telephone conference call, to focus on project status/progress, issues that could impact the project schedule, technical or operational issues affecting the project, and risk assessment. These meetings will occur weekly, unless otherwise mutually agreed upon by both parties.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks, and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.3	
Deliverables	<ul style="list-style-type: none">• Weekly Status Meeting and Report,• Monthly Project Progress Summary.

Subtask 1.4 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Oceanside and Advanced. The quarterly sponsor review meeting will review progress to date and future actions and will validate, quarterly, that the Go Live date is still achievable for both parties. The dates for these meetings will be determined jointly by the Oceanside and Advanced PM.

Subtask 1.4	
Deliverables	<ul style="list-style-type: none">• Quarterly Sponsor Review.

Task 2 – Interfaces

This task covers the integrations between Advanced CIS Infinity and Oceanside's other systems that are part of this upgrade SOW. Modifications to any of these interfaces are available upon request, at additional cost, and are not included within the scope of this SOW.

2.1 Interfaces: AIM Export/Import

Oceanside may require updating file paths in the following Export and Import Definitions. Appropriate correction of the implicit file location and file name references in the Interface definitions will be performed by Advanced under this SOW.

2.1.1 Export definitions

- EBP | Electronic Bill Print
- COLAG | Collection Agency
- GL | G/L Export
- AP | A/P Export
- ACH | ACH
- LSTOP | Cash Only - Lockbox Stop
- GRUM | Meter Reading Export
- ICEXP | Invoice Cloud Daily Export
- NOTI | IVR - Call List
- WSC01 | OLD WaterSmart - 1 - Account
- WSC02 | OLD WaterSmart2 - Consumption
- WSC06 | OLD WaterSmart - 6 - Billing
- WSC07 | OLD WaterSmart - 7 - Payment
- DNUSE | ZZKD ICEXP
- XC21 | Backflow Export
- NGRUM1 | Northrup Grumman Export - PG
- TWC02 | Old WaterSmart -2- Consumption
- ACHNEW | ACH2 - Separate Bus/Pers Files
- NGRAUS | AUS Northrup Grumman Export
- NGRAU2 | AUS2 Northrup Grumman Export
- ICXY | Invoice Cloud YESTERDAY
- WSC06A | WaterSmart - 6 - Billing
- WSC01A | WaterSmart - 1 - Account
- WSC02A | WaterSmart- 2 - Consumption
- WSC07A | WaterSmart - 7 - Payment
- WSC01B | WaterSmart - 1 - Account All
- ICEXP1 | Missed Invoice Cloud Export
- NEP360 | Neptune 360 Meter Reading Expo

- WOMS | WOMS From Host File
- NEPHEA | Nept360 Mt Reading No Header
- NEP_T | Neptune 360 Header and Trailer
- NEPRHE | Neptu360 Detail & RouteHeaders
- TESTTT | TESTTTT

2.1.2 Import Definitions

- LOCK | Lockbox Import
- TRANS | Go-Live Pending Transactions
- TRANST | Go-Live Pending TransactionsT
- SPEC3 | Solid Waste - Special Charges3
- NGRUM1 | Northrup Grumman - New (PG)
- NGRUM | Northrup Grumman - Orig
- NGRUS | Northrup Grumman - Call Number
- NGRUS2 | Northrup Grumman - Call No - D
- MMCO2 | Mass Meter Change Out-Schedule
- MMCO | Mass Meter Change Out-Manual
- MMCO3 | Mass Meter Change Out- Test

2.2 Interfaces: Trakit (Community Development)

Oceanside currently exchanges the information between Community Development (Oceanside's permitting solution) and CIS Infinity UTL tables through direct connection to the CIS Infinity database. Oceanside will not be able to use a direct connection to the CIS Infinity database with CIS Infinity V5 & Infinity Cloud. The expectation is that Oceanside will be deploying a REST API integration with CIS Infinity V4, prior to the beginning of this project. Effort associated with deploying the APIs in CIS Infinity V4 are not included within this SOW. Up to 20 hours of consulting and support will be provided to Oceanside under this SOW in order to migrate the future Community Development Trakit API from CIS Infinity V4 to CIS Infinity V5. Additional support will be out of scope and subject to the Change Order Process.

2.3 Interfaces: SmartWorks MDM

Oceanside's real-time integration between Advanced's CIS Infinity and SmartWorks Meter Data Management (MDM) solution will function in CIS Infinity v5 as it does currently in CIS Infinity V4.

2.4 Interfaces: System Innovators iNovah Cashiering

Oceanside will deploy a REST API integration between CIS Infinity V4 and the System Innovators iNovah product prior to the commencement of any work under this SOW. This SOW does not include any effort associated with deploying the REST API in CIS Infinity V4. This SOW does include up to 20 hours of consulting and

support to assist with migrating the iNovah API from CIS Infinity V4 to CIS Infinity V5. Any additional support required will be considered out of scope and subject to the Change Order Process.

2.4 Interfaces: ESRI GIS

Oceanside will deploy a REST API integration between CIS Infinity V4 and the ESRI GIS system prior to the commencement of any work under this SOW. This SOW does not include any effort associated with deploying the REST API in CIS Infinity V4. This SOW does include up to 20 hours of consulting and support to assist with migrating the ESRI GIS API from CIS Infinity to V4 to CIS Infinity V5. Any additional support required will be considered out of scope and subject to the Change Order Process.

2.5 Interfaces: Ecos Connect

Oceanside will deploy a FLAT file integration between CIS Infinity V4 and the Ecos Connect Backflow solution prior to the commencement of any work under this SOW. This SOW does not include any effort associated with deploying the FLAT file integration in CIS Infinity V4. This SOW does include up to 20 hours of consulting and support to assist with migrating the Ecos Connect Backflow FLAT file from CIS Infinity V4 to CIS Infinity V5. Any additional support required will be considered out of scope and subject to the Change Order Process.

2.6 Interfaces: VXSmart

Infinity Link v4 is not compatible with CIS Infinity V5. Oceanside's current integration with Link V4 will not be supported as part of this upgrade. Oceanside will deploy a FLAT file integration between CIS Infinity V4 and VXSmart system prior to the commencement of any work under this SOW. This SOW does not include any effort associated with deploying the FLAT file in CIS Infinity V4. This SOW does include up to 20 hours of consulting and support to assist with migrating the VXSmart FLAT file from CIS Infinity V4 to CIS Infinity V5. Any additional support required will be considered out of scope and subject to the Change Order Process.

2.6 Interfaces: Invoice Cloud

The existing integration between Invoice Cloud and Infinity CIS v4 will migrate over as is to Infinity CIS v5.

Task 3 – Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and migrate Oceanside's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the Oceanside PM and staff to organize project information for the preparation of the Project Schedule (see Task 1). The Advanced PM will organize and present the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule,
- Software Provisioning on in the Advanced CIS Infinity Cloud Platform,
- CIS Infinity V5 will use the current version of the application for the upgrade project,
- Training Course Syllabus for Core Team, Technical Team, and End User Training for updated web-based UI,
- Issues Tracking Tool set-up and overview,
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary,
- Validate Project Stakeholder List contains all users that need access to the Issues Tracking Tool,
- Overview of the operations of CIS Infinity V5 via online conference,
- Functional Overview agendas delivery and review.

The Advanced PM will oversee the daily activities of the project and work in conjunction with the Oceanside PM and staff to ensure effective management of Oceanside staff resourcing, planning initiatives, and day-to-day project deliveries.

Subtask 3.1		
Deliverables	<ul style="list-style-type: none">• Project Kickoff Meeting,• Initial Project Schedule,• Training Course Agenda,• Issues Tracking Tool Overview,• Project Team Contact List.	
Entry Criteria	Actions	Owners
	✓ Contracts signed.	Advanced and Oceanside
	✓ Transition discussion from Sales to Professional Services.	Advanced and Oceanside
	✓ Project Team identified.	Advanced and Oceanside

Exit Criteria	Actions	Owners
	✓ On-premise base environment provisioned and signed off.	Advanced
	✓ 3.1 Deliverables completed.	Advanced
	✓ CIS Infinity test instance provisioned and accessible by Advanced.	Oceanside
	✓ Permit network access between CIS Infinity test instance and hosted solutions (i.e., legacy systems, printers, email services, etc.).	Oceanside

Subtask 3.2 – Phase 2 – Solution Overviews

Advanced will review the proposed solution(s) in the Solution Overview phase led by Advanced or a partner and broken out into workshops.

Subtask 3.2.1 – CIS Infinity Solution Overview Workshop

Advanced will conduct the CIS Infinity Solution Overview Workshops. These workshops will review and confirm all required information for the areas listed below. Advanced and Oceanside will identify the necessary Oceanside staff needed to attend these workshops two (2) to four (4) weeks in advance.

1. Bookmarks

Advanced reviewed all non-system bookmarks to ensure compatibility with CIS Infinity V5. As of the system audit dated July 11, 2024, Oceanside's CIS Infinity V4 environment included 158 bookmarks, 30 of which contained custom scripted logic.

The following 26 bookmarks are expected to function in V5 without modification:

- GET_SOMESSAGE | Retrieves the Service Order Message
- FR_AMTBFRDUE | Amount Before Due Date French Format
- FR_BILLDUE DATE | Bill Due Date In French Format
- COLLECT_EXEMPT | Collection Exemption
- PENDINGPAYMENTS | Total Amount In Pending Payments
- NOTEREASON | Cycle Through The Notes And Return The Last Type
- SO_INFO_DEPT | Service Order Department Description
- SO_INFO_AV | Service Order Information For Av
- SEL_BF_DEVICE | Backflow Device Information from Selected Backflow Device in the Inventory
- BF_DVCE_GRP_EX2 | 2nd Extended Backflow Device Information on an Account (MEF322)

- SEL_BF_DVCE_EXT | Backflow Device Information from Selected Backflow Device in the Inventory (MEF321)
- SEL_BF_DVC_EXT2 | Backflow Device Information from Selected Backflow Device in the Inventory (MEF322)
- CAI_BF_DEVICE | Backflow Device Information using Customer/ Account
- CAI_BF_DVCE_EXT | Extended Backflow Device Information using Customer/ Account (MEF321)
- CAI_BF_DVCE_EX2 | 2nd Extended Backflow Device Information using Customer/ Account (MEF322)
- BFADDR_CA_ADDR | Backflow Address or Customer-Account Address
- PREF_PHONE | Preferred Phone Number
- O_WAV_RES | Winter Average Volume Multiplier Bookmark (Residential)
- O_WAV_RES_PG | zWav (Residential) - Pooja - DO NOT USE
- METER_SIZE | Meter Size for associated meter on the account
- PREV_CONSUMP | Previous Year Consumption
- DAILY_AVE_CONS | Daily Average Consumption
- MONTH_AVE_CONS | Monthly Average Consumption
- UNARCH | Unarchive Script
- CUSTOM_CA_OCEAN | OC Extended Customer Account Info
- ADV9001 | Advanced used only

The remaining 4 bookmarks require updates due to the unsupported libraries or references to network locations that are inaccessible in the on-premise environment. These will be further evaluated during the CIS Infinity V5 upgrade:

- AUS_BIF043 | Fix BIF043 - For AUS only
- EXPORT_EBILLS | Export E-Bills to network folder
- EBILL_CHECK | Check for EBills in Network Folder
- EBILL_MOVE | Move PDF files into the proper folder

2. Form Layouts

Review of all view and data entry layouts.

As a result of the system audit dated July 11, 2024, Advanced identified the following 29 custom form layouts. These layouts will be converted using Advanced's existing conversion tool. Oceanside will review the converted layouts to confirm they render as expected. Advanced will not modify these layouts under this SOW. Any modifications to these forms will be considered out of scope and subject to the Change Control Process.

- CustomerBankruptcyDataEntryView-Untitled
- CustomerBankruptcyDataEntryView-OceansideBankruptcy
- InstallmentsView-OCEANSIDE
- PaymentArrangementDataEntryView-OCEANSIDE_ARRANGMENTS
- customerName-OCEANSIDE_MOVEINCUSTOMER

- NewServiceDataEntryView-OCEANSIDE_ADDNEW
- CustomerAccountDepositDataEntryView-Oceanside_DepositQuote
- CustomerAccountDepositDataEntryView-Untitled
- AccountEquipmentDataEntryView-New Layout
- TransactionBatchHeaderDataEntryView-carmen
- CustomerAccountDataEntryView-Untitled
- BillBatchHeaderDataEntryView-COO_DefaultBillProcessing
- AccountEquipmentDataEntryView-COO_SolidWaste
- CustomerAccountNoteDataEntryView-INQUIRY
- AccountDataEntryView-Untitled
- CustomerDataEntryForm-Oceanside Tax ID
- TransactionCodeDataEntryView-Untitled
- AccountDataEntryView-EVERYONE
- DepositView-Untitled
- CustomerAddressDataEntryView-EVERYONE
- AddressDataEntryView-COO Oceanside Move In/Out Address
- ServiceOrderDataEntryView-ACCOUNT MANAGEMENT
- ServiceOrderDataEntryView-ADMIN
- ServiceOrderDataEntryView-BILLING
- ServiceOrderDataEntryView-CASHIER/COLLECTIONS
- ServiceOrderDataEntryView-METERSHOP
- AccountMeterDataEntryView-Oceanside
- AlternateCustomerNameDataEntryForm-Untitled
- alternateName-Untitled

3. Document Templates

Oceanside's 30 letter templates need to be converted from MS Word template to HTML format to allow CIS V5 users to modify letters ad-hoc. Changes to the existing templates are available at an additional cost.

- 0002 | Coo 10 Day Letter For Ag Sawr
- 0004 | Coo Average Bill-Stuck Meter Letter
- 0005 | Coo Cash Only Letter
- 0006 | Coo Check Recvd On Cash Only Acct Letter
- 0007 | Coo Comm Multi Ltr To Owner
- 0008 | Coo Letter Of Credit Letter
- 0009 | Coo Meter Over-Read Letter
- 0010 | Coo Multi Family 15 Day Letter
- 0011 | Coo Pmt Plan Reminder Letter
- 0013 | Coo Final Delinquent 10day Ltr
- 0019 | Coo Reinstate Srvc Acct Term In Error
- 0021 | Coo Initiate Cw & Wastewater Charges
- 0022 | Coo Unit Count Change Letter

- 025A | Co0 Collection Letterhead
- 005A | Co0 Billing Letterhead
- 002A | Co0 Recurring Payment Denied
- 0003 | Co0 Finalled Recurring Payment Denied
- 005B | Co0 New Resident Welcome Letter
- 0001 | Co0 Balance Transfer Letter
- 001A | COO Return Item 48 hr Letter
- 002B | Co0 Bankruptcy Final Statement
- 003A | Co0 Collection Letterhead
- 011A | Co0 No Extensions Letter
- 0012 | Co0 Return Item Letter Closed Account
- 0014 | Co0 Payment Arrangement Reminder Letter
- 0015 | Co0 Dispute Letter
- 0044 | COO Return Item Lock Off
- 002C | COO Brkn Pymt Arrgmt Letter
- 003B | COO Promissory Note
- 0016 | COO Return Item 10 Day Letter

4. Actions

AUS will migrate all 111 existing actions into CIS Infinity V5. The following 8 actions require additional consideration due to Powershell scripting and are included within the scope of this SOW. Any additional effort related to scripting or modifications to the remaining actions will be considered out of scope and subject to the Change Control Process.

- 12 | So Trig - Move Out
- 79 | Move In Action Sf
- 82 | Test Email Notice
- 83 | Multi Family Tagging Fee Per Unit
- 86 | Email Notice #1
- 87 | Email Notice #2
- 151 | Move In Action - Set Up Fee
- 153 | Batch Trig NEW- Action 1 - Return Item

5. AIM (Import and Export)

All 34 AIM Export definitions listed under sub-task 2.1.1 and the following two AIM Import definitions listed under sub-task 2.1.2 (MMCO2 – Mass Meter Change Out-Schedule and MMCO3 – Mass Meter Change Out- Test) will be modified under this SOW to resolve implicit drive references and file name paths. Any additional changes beyond these 36 will be considered out of scope and subject to the Change Control Process.

6. Hyperlinks

Advanced reviewed the following two hyperlinks. To retain their intended functionality after the upgrade, Advanced will modify each to resolve implicit file location and file name references. Any additional hyperlink updates beyond the following two will be considered out of scope and subject to the Change Control Process.

- PHOTO | Photo
- ACH | Bank Routing # Lookup

Subtask 3.2.1		
Deliverables	<ul style="list-style-type: none">• CIS Infinity Solution Overview Workshop,• CIS Infinity Solution Overview Document.	
Entry Criteria	Actions	Owners
	✓ CIS Infinity Solution Overview Agenda delivered.	Advanced
Exit Criteria	Actions	Owners
	✓ Oceanside Core Team and/or SME's attendance at Workshop.	Oceanside
	✓ CIS Infinity Solution Overview Workshops conducted.	Advanced
	✓ CIS Infinity Solution Overview Document delivered.	Advanced
	✓ Review and edit/Sign Off of the CIS Infinity Solution Overview Document 10 days from receipt of each iterative version.	Oceanside

Subtask 3.2.2 – SmartVX Solution Overview Workshop

SmartVX is a Harris platform for generating personalized videos driven by data (I.e., CIS Infinity). The following SmartVX videos and scenes will be configured and implemented as part of this project:

The Welcome Video

Distribution frequency: On event (Approval of new service)

Scenes: Qty 6

- a. Greeting
 - Viewers are addressed by their first name and welcomed to the video.
- b. Introduction to Oceanside

- Viewers will receive a high-level introduction to Oceanside's history, services, mission/values, statistics, etc.
- c. Self-service portal enrollment
 - Viewers are invited to access the mobile app and engage.
- d. Online payments and autopay enrollment
 - Viewers are invited to make their payments online via the mobile app and enroll in having their balances atomically be paid in full when due via their preferred method of payment.
- e. Paperless billing enrollment
 - Viewers are invited to be 100% paperless and go online to access bills and other services.
- f. Summary "calls-to-action"
 - Viewers are presented with a summary of their options and can take action with each of them individually by clicking on them (where applicable).
 - Self-service portal enrollment,
 - Online payments & Autopay,
 - Paperless billing enrollment.

The following languages will be supported within SmartVX video packages:

- English
- Spanish

The following methods of SmartVX video delivery will be delivered as part of this project:

1. Ad-hoc emails
 - Sent by Oceanside directly to a specific Consumer.
2. Batch emails
 - Sent by Oceanside directly to a select group of Consumers.

Subtask 3.2.2		
Deliverables	<ul style="list-style-type: none"> • SmartVX Discovery Workshop, • SmartVX Technical Checklist, • SmartVX Discovery Document. 	
Entry Criteria	Action	Owners
	✓ SmartVX Technical Checklist delivered.	SmartVX
	✓ Discover SmartVX features that Oceanside will use (Welcome Video).	SmartVX
	✓ Provide logo, contacts, and links to be embedded in the videos.	Oceanside

Exit Criteria	✓ Create video templates and configure the SmartVX dashboard.	SmartVX
	✓ Configure CIS Infinity to integrate with SmartVX.	SmartVX
	✓ Training on embedding SmartVX video in customer emails, letters, etc.	SmartVX
	Actions	Owners
	✓ SmartVX Discovery Workshop conducted.	SmartVX
	✓ Discover SmartVX features that Oceanside will use (Welcome Video).	SmartVX
	✓ Provide logo, contacts, and links to be embedded in the videos.	Client
	✓ Create video templates and configure SmartVX dashboard.	SmartVX
	✓ Configure CIS Infinity to integrate with SmartVX.	SmartVX
	✓ Training on embedding SmartVX video in customer emails, letters, etc.	SmartVX

Subtask 3.3 – Phase 3 – Data Integrity Check/Clean Up, Initial Data/Configuration Extraction and Load

It is recommended that Oceanside performs a backup of or otherwise archives the data older than ten (10) years from the production CIS Infinity V4 system. Following is the sequence of steps to initiate, execute, and validate CIS Infinity's initial upgrade data extraction and load:

Subtask 3.3		
Actions	Owners	
✓ Archive and/or Backup data older ten (10) most recent years of data from the production CIS Infinity V4 system.	Oceanside	
✓ Extract the data from the current production environment and load all extracted database records into the target system. This process will ensure proper data type migrations and casts, maintenance of all encrypted data elements, and user-defined fields.	Advanced and Oceanside	
✓ Generate a validation report to demonstrate that all data has been properly transferred between the staging environment and the target system.	Advanced	
✓ Review the validation report.	Advanced and Oceanside	

Before the completion of the initial upgrade data extraction and load, Oceanside will select a group of Baseline Accounts. Baseline Accounts provide Oceanside's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts managed differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and accounts with compound meters are all examples of accounts that should be included in Oceanside's Baseline Accounts, as applicable.

Subtask 3.3.1	
Deliverables	<ul style="list-style-type: none"> • Advanced deliver Data Validation Report which validates conversion accuracy between V4 and V5, • Advanced Review and deliver initial V5 data conversion load with Oceanside, • Advanced Time the process to convert and load data, • Oceanside Review and approve the Data Validation Report, • Oceanside Run reports are currently used by balancing system in V4 and V5 to confirm versions are in balance, • Oceanside Identify Baseline Accounts for testing, • Oceanside Create test scripts and share them with Advanced, • Advanced to run CIS Infinity Data Validation Tool and present the report to Oceanside, • Oceanside to review and approve the data validation report.

Subtask 3.5 – Phase 4 – Interface Delivery

Once an interface has been migrated and internally validated by Advanced, Oceanside will be notified that the interface is ready to be released and available for testing or Oceanside will be notified that the interface is ready to be released and deployed in Oceanside's environment.

Subtask 3.5	
Deliverables	<ul style="list-style-type: none"> • Interfaces are ready for Oceanside to test.

Entry Criteria	Actions	Owners
	✓ Migrate existing Advanced interfaces defined in Task 2.1 - Interfaces to CIS Infinity V5.	Advanced
	✓ 3rd Party Vendor participation in Interface testing (if applicable).	Oceanside
Exit Criteria	Actions	Owners
	✓ Advanced Import/Export Interfaces are configured and ready for testing in Oceanside's environment.	Advanced
	✓ Testing of interfaces with 3 rd party vendor participation (if applicable).	Oceanside
	✓ Testing of interfaces with 3 rd party vendor participation (if applicable) completed.	Oceanside

Subtask 3.6 – Phase 5 – Software Testing

Advanced will support all software testing through remote support and video conferencing online support. Validated testing criteria will be used to determine that the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide Oceanside with generic test scripts. Modification of test scripts to match Oceanside's specific business scenarios is the responsibility of Oceanside. From the test scripts, Oceanside will create an ITC Plan (Integration Testing Cycle) and a User Acceptance Test (UAT) Plan.

At the start of each cycle, Advanced will re-load the data migrated during subtask 3.3/phase 3.

The Issues Tracking Tool maintains a history of analysis and problem resolution. During the Software Testing Phase, deficiencies will be entered by Oceanside into the Issue Tracking Tool for the correction of configuration, data conversion, and/or system deficiencies.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Oceanside staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool. The Advanced PM or designee will document to the Oceanside Project Manager (in detail) the issue or defect, the resolution, or the workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases. Advanced will provide responses that include justification and mitigation plans, where applicable.

Oceanside will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

Advanced retains the sole authority to determine what constitutes a deficiency, based on the intended core functionality of the software as opposed to bug fixes.

The software testing phase is divided into the following test cycles:

Subtask 3.6.1 - Functional Testing

Functional testing will utilize the baseline accounts to exercise full-scale testing of the system to confirm core business functions such as Billing, Cash, New Services, Daily Processes, Collection, and Meter/Equipment are working as expected. Saved searches and filters, bill print(s), notices, standard and custom reports, and scheduler will also be tested during this phase. Individual accounts will be reviewed, and Oceanside will run through a meter-to-cash process, including any interfaces.

Subtask 3.6.1		
	Actions	Owners
Deliverables	✓ Provide ongoing issue resolution.	Advanced
	✓ Provide Q&A sessions as needed.	Advanced
	✓ Execute test scripts, document results, and enter defects in Team Support.	Oceanside
	✓ Create a new test script as required.	Oceanside
	✓ Provide weekly status updates on testing progress.	Oceanside
	✓ Log and re-test issues.	Oceanside
	Actions	Owners
Entry Criteria	✓ CIS Infinity Pre-Test System Installed.	Advanced
	✓ Refresh CIS Infinity Pre-Test System data.	Oceanside
	✓ Test Scripts customized with Oceanside Test Cases.	Oceanside
	✓ Jointly developed criteria of ticket severity that would prevent the promotion of the system to the User Acceptance Testing (UAT) Phase.	Advanced and Oceanside
	✓ Q&A sessions conducted to answer testing-related questions quickly and in-depth to	Advanced

	continuously unblock testing and reduce the amount of Team Support tickets.	
	✓ Configuration complete in accordance with the requirements outlined in the Solution Overview Document and excluding all interfaces and modifications.	Advanced
	✓ Data Refresh timelines recorded for the data cut, conversion and load.	Advanced and Oceanside
	✓ Customized Testing Documents designed, and functional test cases created in Advanced Testing Tool.	Oceanside
	✓ Executed Contract with Payment Processor.	Oceanside
Exit Criteria	Actions	Owners
	✓ CIS Infinity Pre-Prod System Installed.	Advanced
	✓ Testing of all applicable functional modules using test scripts and test cases, reporting any anomalies in Team Support.	Oceanside
	✓ Retesting of fixed items and reporting anomalies in Team Support.	Oceanside
	✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool.	Oceanside
	✓ Successful resolution of tickets that would prevent the promotion of the system to the User Acceptance.	Advanced
	✓ Backup and Restore Site Failover Testing.	Advanced
	✓ Connectivity validated between CIS platform test instance and dependent systems.	Advanced

Subtask 3.6.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by Oceanside to confirm that the data migration and business processes are functioning as expected. ITC is intended to exercise full-scale testing of the system, incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end-to-end processes, and all Oceanside Owned Control Forms (service orders, actions, letter generation, security, admin).

For each integration, Oceanside will conduct its scripts, and any issues reported via Team Support will be resolved in the next development sprint and provided in a new release. This approach assumes 3 weeks between iterations (1 week of testing, 2-week sprints).

Subtask 3.6.2

Deliverables

- ITC Data Conversion Refresh and Validation Report,
- ITC Build Release for Modifications (if needed).

Subtask 3.6.2 – Entry Criteria ITC	Actions	Owners
	✓ Customized Testing Documents designed, and ITC test cases created in Advanced Testing Tool.	Oceanside
	✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Oceanside
	✓ Successful resolution of 70% of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date.	Advanced
	✓ CIS Infinity Test Instance data loaded.	Advanced
	✓ Interfaces complete.	Advanced
	✓ Oceanside's payment processor set up complete and ready for integration testing with CIS Infinity V5.	Advanced
Subtask 3.6.2 – Exit Criteria ITC	Actions	Owners
	✓ Technical and training daily support for the initial week of ITC Testing.	Advanced
	✓ Build Release(s) (if applicable) applied for Interfaces.	Advanced
	✓ Testing of interfaces with third party vendor participation (if applicable) and anomalies reported in the Issues Tracking Tool.	Oceanside
	✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from the scheduled UAT Refresh start date.	Advanced
	✓ Successful resolution of 80% of conversion-type tickets reported no less than 10 days from the scheduled UAT Refresh start date.	Advanced
	✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool.	Oceanside
	✓ Bill Print Testing complete and anomalies reported in Issues Tracking Tool.	Oceanside
	✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool.	Oceanside
	✓ Oceanside Owned Control Forms 80% complete.	Oceanside

Subtask 3.6.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with Oceanside staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with Oceanside to select the integration test scripts that will be used during UAT.

The Advanced PM will work with Oceanside to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in Oceanside's test environment. Advanced will work with Oceanside to support performance tests.

Subtask 3.6.3		
Deliverables	<ul style="list-style-type: none"> • UAT Data Conversion Refresh and Validation Report, • UAT Acceptance Criteria. 	
Entry Criteria	<u>Actions</u>	<u>Owners</u>
	✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties.	Advanced and Oceanside
	✓ Retested interfaces and modifications with third party vendor participation (if applicable) and anomalies reported in the Issues Tracking Tool.	Oceanside
	✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from the scheduled UAT Refresh start date.	Advanced
	✓ Successful resolution of 90% of conversion-type tickets reported no less than 10 days from the scheduled UAT Refresh start date.	Advanced
	✓ Reports Testing completed and signed off.	Oceanside
	✓ Bill Print Testing completed and signed off.	Oceanside
	✓ System Code Freeze.	Advanced
	✓ Final review of Oceanside Owned Control Forms.	Oceanside

	<u>Actions</u>	<u>Owners</u>
Exit Criteria	✓ Successful testing of all end-to-end processes.	Oceanside
	✓ Successful resolution of all critical path conversion and configuration type tickets.	Advanced
	✓ Successful completion of all Oceanside Owned Control Forms.	Oceanside
	✓ Regression and stress tests executed successfully.	Oceanside
	✓ Successful testing of Payment Processor.	Oceanside

Subtask 3.7 – Phase 6 – End User Training

To ensure an efficient and effective parallel process, Advanced recommends setting up a separate work area for testing and training. Our self-serve training is designed to train existing users on the new user interface (UI) and changes in key functional areas within CIS Infinity. End User training assumes users have access to a browser with sound, can join MS Teams, and are familiar with CIS Infinity V4 and Oceanside's business processes. Introductory or basic training to users unfamiliar with CIS Infinity V4 functionality and processes is not in scope.

Subtask 3.7	
Deliverables	<ul style="list-style-type: none"> • Completion of Instructor-Led End User Training, • Training Session Attendance Report, • Training Session Signoff form.

Entry Criteria	<u>Actions</u>	<u>Owners</u>
	✓ End User Training Plan Matrix delivered.	Advanced
	✓ End User Training Plan Matrix completed.	Oceanside
	✓ End User Training Schedule created.	Advanced and Oceanside
Exit Criteria	<u>Actions</u>	<u>Owners</u>
	✓ All End User Training sessions required for Go-Live are complete.	Advanced
	✓ End Users absent or requiring additional assistance/training from End User Training identified.	Advanced
	✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go-Live.	Oceanside

Subtask 3.8 – Phase 7 – Cut-over Plan Go/No Go Criteria

Oceanside will assist Advanced in the construction of Go/No-Go criteria. These criteria will be used to determine whether to proceed to “Phase 9 - Transition to Live”. Criteria will be measured weekly, starting no later than the commencement of User Acceptance Testing. When all criteria are met, Oceanside will issue a formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to Go Live. This plan will detail the steps and responsibilities for Advanced and Oceanside to transition the CIS Solution to the Oceanside production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information,
- Detailed steps and communications of when data extract is obtained and data conversion is returned,
- Ordered steps for ensuring the balancing of the system,
- Determination of whether a test system is refreshed at the same time as production for any required process testing,
- Post-cut-over checklist,
- Criteria that determine when the system will be turned over to end-user staff.
- A formal release from Advanced documenting that the system has been handed to Oceanside in full balance.

Subtask 3.8		
Deliverables	<ul style="list-style-type: none"> Go/No Go Criteria, Cut-Over Plan, Formal Oceanside Authorization to Transition to Live. 	
Entry Criteria	<u>Actions</u>	<u>Owners</u>
	✓ System is in a readiness state for all critical path items.	Advanced and Oceanside
	✓ Oceanside has invoked Change Management plan (employees, customers, vendors).	Oceanside
	✓ End Users trained.	Advanced or Oceanside
Exit Criteria	<u>Actions</u>	<u>Owners</u>
	✓ Cut-Over Plan finalized.	Advanced and Oceanside
	✓ Organizational Readiness Plan finalized.	Advanced and Oceanside
	✓ Go/No Go Meeting.	Advanced and Oceanside
	✓ Authorization to Go Live.	Oceanside
	✓ Post Cut-Over List of Tasks.	Advanced and Oceanside

Subtask 3.9 – Phase 8 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and Oceanside staff.

The transition to live will require a new and final data conversion. Before this, Oceanside must quiesce and shut down the production CIS Infinity V4 system. Following the shutdown, Oceanside will perform a backup and restore production data to the to-be production database.

Subtask 3.9	
Deliverables	<ul style="list-style-type: none"> Final Cut-Over Plan Report, Final Release Data Conversion Refresh and Validation Report, AR Balancing Report, Year and month active confirmation, AR Summary Details Report, Transaction Code Report, Rates Report.

Entry Criteria	<u>Actions</u>	<u>Owners</u>
	✓ Execution of Cut-Over Plan.	Advanced and Oceanside
	✓ End Users trained.	Advanced and Oceanside
	✓ 3 rd Party Vendors communicated and are on board.	Oceanside
	✓ Execution of Organizational Readiness Plan.	Advanced and Oceanside
Exit Criteria	✓ Connectivity validated between CIS platform production instance and dependent systems.	Advanced
	<u>Actions</u>	<u>Owners</u>
	✓ Go Live Signed Off.	Oceanside
	✓ Post Live Items identified.	Advanced

Subtask 3.10 – Phase 9 – Post Go Live

Oceanside will receive two (2) weeks of standard post-go-live support. Advanced will assist Oceanside throughout the post-live implementation phase to identify and respond to any critical needs and concerns. During the Post Go-Live period, Advanced will supply, as per the agreement, remote communications and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to Oceanside:

- Weekly PM and technical staff meetings to review all high-priority items,
- Remote communications and video conference customer support,
- Introduction and transition to Support.

Throughout the post-go-live period, the Advanced PM will continue to act as the primary resource for all issues. Upon completion of the Post-Go-Live support period, Oceanside will transition to the Advanced Customer Success Department as per the Support and Maintenance agreement. Additional support (remote or onsite) is available at an additional cost.

Subtask 3.10		
Deliverables	<ul style="list-style-type: none"> • Post-Go-Live Support Log, • Transition to Support. 	
Entry Criteria	<u>Actions</u>	<u>Owners</u>
	✓ Go-Live Signed Off.	Oceanside

	✓ Post Live Punch List Items Identified.	Advanced
Exit Criteria	<u>Actions</u>	<u>Owners</u>
	✓ Post Live Punch List Items resolved.	Oceanside and Advanced
	✓ Project Completion documented.	Advanced
	✓ Transition to Customer Success Group.	Advanced

Schedule 1 – Fees and Payments

Fee Structure

One Time Fees	
Item	Price
Services related to CIS Infinity V4 to V5 upgrade <ul style="list-style-type: none"> • Project Management • Provisioning and setup • Installation • Configuration • Data Integrity • Conversion • Training • Integrations • Go-Live support • Post Go-Live support 	\$312,710
Advanced CIS Infinity Software Licensing 5 Concurrent users	\$26,000
Services related to SmartVX "Welcome" video	\$10,000
Q3 Client Appreciation Promotion	(\$36,000)
Total	\$312,710.00

Annual Recurring Fees	
Item	Price
Advanced Managed Services (3-year term)	\$55,000
Advanced Hosting Services (3-year term)	\$93,750
Advanced CIS Infinity V5 Maintenance and Support	\$9,648
SmartVX Subscription ("Welcome" video)	\$5,000
Advanced CIS Infinity Software Licensing 5 Concurrent users	\$6,500
Q4 Client Appreciation Promotion	(\$11,500)
Total	\$158,398.00

*Annual recurring fees above are in addition to Oceanside's 2026 recurring fees and any other existing agreements between the parties. Appendix A contains a list of the existing recurring fees.

Estimated Travel Expenses	
Item	Price

Advanced Travel Expenses	Billed as incurred per rates outlined in MSA
• Available on request	

Pricing Assumptions

1. The annual recurring fees outlined above will be added to the existing 2025 annual recurring fees. Beyond Year 1, Annual Recurring Fees are due on the anniversary of the Effective Date.
2. Annual recurring fees are subject to an annual price increase.
3. Additional services required by Oceanside through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$260/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.
4. All charges are exclusive of out-of-pocket expenses for Professional Services performed. Charges for actual and reasonable out-of-pocket expenses, including, but not limited to, travel and lodging expenses, will be billed monthly as incurred.
5. Delayed payments are subject to an interest charge at a rate per annum that is equal to the prime lending rate set by the Bank of Canada plus 2.5% compounded monthly (or the prime lending rate set by the Federal Reserve plus 2.5% compounded monthly in the case that Organization is located in the United States), or the highest amount permitted by applicable law, whichever is lower.
6. Invoices are payable upon receipt. Nonpayment of invoices may lead to denial of access to the Service. Additionally, non-payment of sixty (60) days will result in a stoppage of work by Advanced until it receives payment of the amount owing. Client will be responsible for reimbursing Advanced for all reasonable costs incurred in collecting any overdue payments and related interest, including but not limited to reasonable attorneys' fees, other legal costs, court costs and collection agency fees. Resumption of Service and work will be subject to the Change Control Process.
7. Additional Professional Services may be provided on-site or via the telephone. Additional Professional Services work provided via telephone is billed at the rate of two hundred and fifty (\$250) per hour. Additional Professional Services work performed on-site does not include travel, lodging, and per diem expenses. Professional Services performed one year or more after the execution date of this Agreement shall be billed at the then-current Advanced Professional Services rates. Helpline support and Support Services do not include training or other Professional Services. Customer shall incur a seven-

hundred fifty dollar (\$750) daily surcharge for any Professional Services provided on weekends or Advanced recognized holidays; plus, the corresponding standard Professional Services fees and any applicable travel charges.

8. Price excludes any applicable taxes, duties, and fees.
9. Advanced reserves the right to modify the invoice due date for any milestone if Oceanside requests a schedule change to the project or otherwise causes a delay to the project in excess of two (2) weeks. In such cases, Advanced may, at its sole discretion, split the milestone into two payments, invoicing fifty percent (50%) of the milestone fee at the start of the milestone period, and the remaining fifty percent (50%) upon completion of the milestone. Advanced acknowledges that this adjustment accounts for resource allocation, project scheduling, and costs incurred by Advanced due to the delay. Payment of invoices on the revised schedule shall remain subject to the payment terms set forth in this Agreement, irrespective of any further delays to the project timeline.

Payment Milestones

Professional Services:

- 25% on signature of SOW
- 25% on project kickoff
- 25% on installation of software
- 15% on the start of Core Team Training
- 10% 30 days Post Go-Live

License Fees:

- 100% on signature of SOW

Annual Recurring Fees:

- 100% on project kickoff

Termination

If Oceanside and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Oceanside and/or Advanced terminates this SOW without cause,

Oceanside's obligation includes the following:

1. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
2. Complete payment for services performed and expenses incurred before termination, including:
 - a. Any amounts previously invoiced but unpaid,
 - b. Fees for services performed through the termination date which has not been invoiced, and
 - c. Any approved travel and living costs.

Advanced's obligation includes the following:

- Provide notice of 10 calendar days for termination without cause.

Neither party shall be liable for any special, indirect, consequential, punitive, or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data, or any other damages or losses in connection with this statement of work, even if the party has been advised of the possibility of such damages. In any event, except for claims arising from the gross negligence or willful misconduct, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees payable to Advanced under this Statement of Work.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Signed by:
Per: 
3991925C396E4FF...
Name: MWilkinson 12/11/2025
Title: Executive Vice President

City of Oceanside

Per:

Name:

Title:

Appendix A – 2026 Existing Maintenance & Support Fees

An annual invoice will be issued to Oceanside for the following products, covering the period January 1 through December 31, 2026.

No changes to these annual 2026 existing Maintenance & Support fees are included in this Statement of Work (SOW). These fees will continue to be billed annually, consistent with prior practice. They are referenced in this SOW for informational purposes only.

Product	Fees
Infinity CIS	\$105,146.26
Infinity Link	\$13,380.58
Infinity Mobile	\$13,782.01
Total	\$132,308.85

Appendix B – Table of Responsibilities (Deliverables)

#	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and Oceanside. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Quarterly Sponsor Meeting	Meeting attended by Advanced and Oceanside Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ Oceanside
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	Oceanside
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines Oceanside resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines Oceanside's testing approach.	Advanced
12	3	3.1	CIS Infinity v5 Server Provisioning	Provisioning of CIS Infinity V5 on on-premise Platform.	Advanced
13	3	3.1	Access Training	Access to client instances in on-premise platform training for technical personnel.	Advanced
14	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered	Advanced

				during the Advanced delivered standard training courses.	
15	3	3.1	Project Team Contact List	Project listing of all Advanced and Oceanside project team members' contact information.	Advanced
16	3	3.1	System Overview	CIS Infinity V5 system overview demonstration.	Advanced
17	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide Oceanside with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. Oceanside users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced
18	3	3.1	Solution Overview Workshop Agenda	Documents that outline the business and conversion processes to be discussed during the Solution Overview Workshop(s).	Advanced
19	3	3.2.1	Solution Overview Workshop	Sessions that will assist Advanced in learning Oceanside business processes and educating Oceanside about the features and limitations of the software. Advanced will lead the sessions with Oceanside business process experts participating.	Advanced
20	3	3.2.1	Solution Overview Document	Document that captures all learning and understanding gained in the Solution Overview Session Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
21	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
22	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third-party systems.	Advanced
23	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.2. Test Case Documentation for interfaces identified in Subtask 2.2.	Advanced
24	3	3.4.1	Reports Analysis Spreadsheet	"Appendix 2 – Reports".	Advanced
25	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on Oceanside's system.	Advanced
26	3	3.5.1	Baseline Accounts	Oceanside, with Advanced's assistance will identify Baseline Accounts to be used for testing.	Oceanside
27	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
28	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Solution Overview Session document.	Advanced

29	3	3.5.2	Initial CIS Upgrade Conversion, Data validation Testing	Advanced will convert Oceanside's V3 data load into Oceanside's CIS Infinity environment. Advanced will supply data a data validation report confirming both V3 and CIS Infinity V5 are in balance and will release the system for testing by Oceanside.	Advanced
30	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
31	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
32	3	3.7	Custom Reports Delivery	Delivery of custom reports identified In "Appendix 2 – Reports".	Advanced
33	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 & Task 2.3 of this SOW.	Advanced
34	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Oceanside's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
35	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
36	3	3.9.1, 3.9.2, 3.9.3.	System Testing	Oceanside to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	Oceanside
37	3	3.9.2	Build Releases (ITC)	Installation of new builds on Oceanside's system which include Oceanside's modified software and interfaces.	Advanced
38	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Oceanside's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
39	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Oceanside's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
40	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
41	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced

42	3	3.11	Go/No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
43	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and Oceanside during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
44	3	3.12	Go-Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Oceanside's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
45	3	3.12	Go-Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by Oceanside.	Advanced
46	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
47	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Appendix C – Hosting Services Agreement

THIS **HOSTING SERVICES AGREEMENT** ("**the Hosting Services Agreement**") made as of the ____ day of, ____ (the "**Effective Date**").

BETWEEN: N. HARRIS COMPUTER CORPORATION ("**Harris**")

- and -

The City of Oceanside ("**Organization**")

ARTICLE I: INTERPRETATION

Section 1.1 Definitions

Any capitalized terms not otherwise defined in this Section 1.1 or in this Hosting Services Agreement shall have the meaning ascribed to them in the Agreement.

1.1.1 "Agreement" means Software License, Professional Services, Implementation Services and Support & Maintenance Agreement (collectively, the Agreement) mutually executed between the parties on October 7, 2015.

1.1.2 "**Confidential Information**" means all information or material that is confidential in nature or that either party treats as confidential and any information relating to third parties that a party has an obligation to treat as confidential, which is disclosed by or obtained by a party in connection with this Agreement, whether such information is in oral, written, graphic, or electronic form, and which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Hosting Services, and any information with respect to the Hosting Services that Harris or its third-party service provider may provide to Organization from time to time, including without limitation, the terms and conditions of this Hosting Services Agreement and all information disclosed by Harris relating to its facilities, computer systems and product. Confidential Information does not include any Data.

1.1.3 "**Infinity Customer Engagement Portal**" or "**Infinity CEP**" means the Silverblaze self-service customer engagement portal that forms part of the

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Infinity CEP Software and which can be configured by the User authorized by the Organization to perform administrative level functions to allow customers of Organization access via the internet to check account details and log requests for service.

- 1.1.4 **"Customer Engagement Portal Terms"** means the terms and conditions for the Infinity Customer Engagement Portal to be entered into between Organization and its customers as set out at <https://www.ci.oceanside.ca.us/> containing terms and conditions that are at least as protective of Harris, and its service provider and their rights in and to the Infinity CEP Software and the Hosting Services as the terms and conditions of this Hosting Services Agreement and which must contain the Hosted Portal Minimum Terms.
- 1.1.5 **"Data"** means all data, including without limitation all text, sound, video, or image files, and software, that are provided by or on behalf of Organization to Harris or its service provider and all other content transmitted, posted, received or created through Organization's or its customers' use of the Hosting Services, the Software or the Sublicensed Software. Data does not include System Data and Professional Services Data.
- 1.1.6 **"DPA"** shall have the meaning set out in Attachment "A" to this Hosting Services Agreement.
- 1.1.7 **"Data Protection Requirements"** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information.
- 1.1.8 **"Data Storage Fees"** means the fees associated with the storage of Data by Harris on behalf of the Organization as set out in Attachment "C" to this Hosting Services Agreement or Schedule "A" to the Agreement.
- 1.1.9 **"Data Export Limit"** means the amount of Data that may be exported or downloaded by Organization from the Hosting Services as specified in Attachment "C" to this Hosting Services Agreement or Schedule "A" to the Agreement.
- 1.1.10 **"Data Storage Limit"** means the amount of Data storage purchased by Organization as specified in Attachment "C" to this Hosting Services Agreement or Schedule "A" to the Agreement.
- 1.1.11 **"Data Export Fees"** means the fees associated with the export or download of Data from Harris by Organization as set out Attachment "C" to this Hosting Services Agreement or Schedule "A" to the Agreement.
- 1.1.12 **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in Attachment "C" to this Hosting Services Agreement or the SOW.
- 1.1.13 **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- 1.1.14 **"Hosting Services"** each means the web-based service(s) to be provided by or on behalf of Harris under this Hosting Services Agreement that includes hosting, monitoring, operating and maintaining the Software and Sublicensed Software at a site owned or controlled by Harris's service providers and the delivery of exclusive access via the Internet to Organization to use the Software and if applicable the Sublicensed Software granted to Organization pursuant to Section 2 hereof. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Hosting Services subject to the Data Storage Limit and Data Export Limit.
- 1.1.15 **"Local EU/EEA Data Protection Laws"** means any subordinate legislation and regulation implementing the GDPR.
- 1.1.16 **"License"** means the license rights granted to the Organization pursuant to the terms of the Agreement.
- 1.1.17 **"Maximum Accounts"** means the maximum number of accounts for which Organization is authorized to use the Infinity CIS Software and Infinity FWM Software as specified in Schedule "A" to the Agreement, with an account being identified as a discrete address.
- 1.1.18 **"Maximum Meters"** means the maximum number of meters with which Organization is authorized to use the Infinity CEP Software as specified in Schedule "A" to the Agreement.
- 1.1.19 **"Named Users"** means those specific individuals who have been specifically named in a written document approved by Harris, such approval not to be unreasonably withheld, as such document may be amended from time to time upon prior written approval of Harris
- 1.1.20 **"Personal Information"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.1.21 **"Professional Service(s)"** means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described as Services in Section 1 of this Hosting Services Agreement.
- 1.1.22 **"Professional Services Data"** means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Services) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Harris or Organization to obtain Professional Services. Professional Services Data includes Support Data.

- 1.1.23 **"Professional Services Fees"** means the Professional Service(s) fees set out in a Statement of Work to be paid by Organization for the Professional Services.
- 1.1.24 **"Statement of Work"** or **"SOW"** means a Statement of Work executed by authorized representatives of each of the parties that is either attached to the Agreement or which references this Hosting Services Agreement.
- 1.1.25 **"Support Data"** means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Hosting Services and which Harris provides to Microsoft or that Organization authorizes Microsoft to obtain from the Hosting Services)) through the provision of any support services for the Hosting Services. Personal Information provided to Microsoft by, or on behalf of, Organization in connection with the provision of technical support is also Support Data. Support Data is a subset of Professional Services Data.
- 1.1.26 **"System Data"** means data generated by the Software or the system used to provide the Hosting Services including without limitation system logs, performance data, and other technical data related to the operation of the Software and/or Hosting Services.
- 1.1.27 **"Third Party Components"** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Organization as part of the Hosting Services, as well as any Third Party Components that is required to be obtained by Organization directly from the applicable third party vendor in accordance with this Hosting Services Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Harris in accordance with the terms of this Hosting Services Agreement).
- 1.1.28 **"User"** means any employee of Organization or any of Organization's agents who are authorized by Organization in writing to access and use the Hosting Services.

Section 1.2 Currency

All references to currency in this Hosting Services Agreement and the related Schedules refer to U.S. Dollars.

Section 1.3 Attachments

The Attachments described below and appended to this Hosting Services Agreement shall be deemed to be integral parts of this Hosting Services Agreement and are incorporated herein by reference:

- Attachment "A" – Third Party Components Terms and Conditions
- Attachment "B" – Hosting Services Availability and Support Services
- Attachment "C" – Fees, Data Storage Limit, Data Export Limit
- Attachment "D" – Data and Security Standards

Section 1.4 Interpretation

Notwithstanding anything contained in the Agreement, in the event of a conflict or inconsistency between the terms of the Agreement (including any other Schedule to the Agreement or any SOW) and the terms of this Hosting Services Agreement, the terms and conditions of this Hosting Services Agreement shall govern and control.

ARTICLE II: SOFTWARE LICENSES

Section 2.1 Grant of Licenses

- 2.1.1 **General License.** The parties agree that execution of the Statement of Work which shall detail Harris' installation and implementation services for the Software and Sublicensed Software is a condition precedent to the effectiveness of this Hosting Services Agreement and that the Statement of Work shall be entered into no later than contemporaneously with the execution of this Hosting Services Agreement. Subject to the terms and conditions of this Hosting Services Agreement, including without limitation, payment by Organization of all Fees, Harris hereby grants to Organization a personal, non-exclusive, non-transferable limited right during the Hosting Services Term (a) to allow (i) the Users to access and use the Hosting Services up to the Maximum Meters in the case of the Infinity CEP Software; (ii) the maximum number of Concurrent Users to access and use the Hosting Services up to the Maximum Accounts in the case of the Infinity CIS; and (iii) the maximum number of Named Users specified in Schedule "A" to the Agreement to access and use the Hosting Services up to the Maximum Accounts in the case of the Infinity FWM; each on an annual subscription basis and in accordance with the Documentation solely for Organization's internal business purposes; (b) to allow customers of Organization to access and use Hosting Services for the limited purpose of using the Infinity Customer Engagement Portal subject to the Customer Engagement Portal Terms; and (c) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Hosting Services.
- 2.1.2 As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software and Sublicensed Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.2 Term of Hosting Services Agreement

This Hosting Services Agreement commences on the Effective Date and shall continue for a period of one (1) year (the "**Initial Term**"). After the Initial Term, this Hosting Services Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**") subject to Harris's then-current price structure and any modifications to the terms and conditions of this Hosting Services Agreement made by Harris upon written notice to Organization to reflect Harris's then current version of this Hosting Services Agreement unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Hosting Services Term**".

Section 2.3 Restrictions on Use

- 2.3.1 Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software or Sublicensed Software for any purpose other than in connection with Organization's primary business or operations; (ii) use the Hosting Services in any way prohibited by law, governmental order or decree or to violate the rights of others; (iii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, Sublicensed Software or Hosting Services, or otherwise attempt to reconstruct or discover the source code of the Software, Sublicensed Software or Hosting Services, or attempt to otherwise convert or alter the Software, Sublicensed Software or Hosting Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation; (iv) modify or create derivative works of the Software or Sublicensed Software; (v) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Hosting Services Agreement or otherwise use the Hosting Services except as expressly permitted by this Hosting Services Agreement without the prior written consent of Harris; (vi) use the Hosting Services to mine cryptocurrency without Harris' prior written approval, or to spam or distribute malware; or (vii) take any actions that would cause the Software, Sublicensed Software or Hosting Services to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Hosting Services. No third party, other than (a) duly authorized agents or employees of Organization; and (b) customers of Organization accessing and using the Infinity Customer Engagement Portal; authorized pursuant to Article 2 hereunder, shall have access to or use of the Hosting Services.
- 2.3.2 The Software, Sublicensed Software and related materials supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software and Sublicensed Software may

not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software, Sublicensed Software and related materials supplied by Harris.

- 2.3.3 Organization may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, Organization may duplicate Documentation, at no additional charge, for Organization's internal use so long as all required proprietary markings are retained on all duplicated copies.
- 2.3.4 Organization shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Organization's own intranets or otherwise for Organization's own internal business purposes. Organization shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software or Sublicensed Software; or (iii) knowingly allow access to any competitor of Harris.
- 2.3.5 Organization shall not transmit, upload, post, display, distribute, store or otherwise publish, through use of the Hosting Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Harris or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and Organization shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.
- 2.3.6 Organization shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Hosting Services that allow Organization to use it in certain ways, or disrupt or violate the security or integrity of any service, device, computer, communication system, software application, network, account, data, the Hosting Services or networks connected to the system used to provide the Hosting Services or use the Hosting Services in any way that would provide harm to it or impair anyone else's use of it, and Organization

may not download or otherwise remove copies of software or source code from the Hosting Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:

- i. Monitoring or Crawling. Monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
- ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
- iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
- iv. Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.
- v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.

- 2.3.7 Organization shall not use the Hosting Services in any situation where failure of the Hosting Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.
- 2.3.8 Organization shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- 2.3.9 Organization will not access the Hosting Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
- 2.3.10 Organization shall not assist or encourage anyone to do any of the above.
- 2.3.11 Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed).
- 2.3.12 The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by Organization.
- 2.3.13 The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by Organization.

Section 2.4 Ownership of Software and Data and Related Terms and Conditions

- 2.4.1 **By Harris.** Harris, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the System Data, Hosting Services, Software, Sublicensed Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Hosting Services Agreement. Organization shall acquire no right whatsoever to all or any part of the Hosting Services, Software, Sublicensed Software or underlying software except the limited right to access and use the Hosting Services in accordance with the terms of this Hosting Services Agreement and Harris, its service providers and its licensors reserve all rights not expressly granted to Organization. Organization must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Organization hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Hosting Services, Software, Sublicensed Software and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Organization relating to the operation of the Hosting Services, Sublicensed Software or Software ("**Feedback**"). Organization warrants that i) it will not provide Feedback that is subject to a license requiring Harris or Microsoft to license anything to third parties because Harris or Microsoft exercises any of the above rights in Organization's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).
- 2.4.2 **Organization Data.** As between Harris and Organization, Data will remain the sole and exclusive property of Organization. Organization is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of this Hosting Services Agreement, Organization grants to Harris, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to access, use and otherwise process the Data and Professional Services Data for the purpose of performing the Hosting Services, and Professional Services respectively, and for Microsoft's legitimate business operations as detailed and limited in the DPA. Except as specified in this Hosting Services Agreement, Harris may not access the Data or Professional Services Data for any other purpose without the express written consent of Organization. Access to Data by any outside party shall only be in accordance with the terms of this Agreement, the DPA or where required by law. Organization agrees that this Hosting Services Agreement (including the DPA and Product Terms) along with the Documentation and Organization's use and configuration of features in the Hosting Services, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information. Organization agrees that this Hosting Services Agreement (including the DPA and Product Terms) along with any

statement of work agreed between the parties, are Organization's complete and final documented instructions to Harris and Microsoft for the processing of Personal Information contained with the Data and Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending this Hosting Services Agreement set out hereinafter or the Statement of Work.

- 2.4.3 Organization grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile any and all Data with the customer data of other customers using the Hosting Services so long as such aggregation or compilation omits any data that would enable the identification of Organization, its clients or any individual, company or organization ("**Aggregated Data**"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Organization grants Harris the right to access Data to provide feedback to Organization concerning its use of the Hosting Services. Organization likewise authorizes Harris to disclose the fact that Organization is a customer of Harris and uses the Hosting Services.
- 2.4.4 In addition to any other restrictions on Harris' use of the Data, both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Organization shall indemnify and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris' or Organization's request. Organization represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software or Sublicensed Software.
- 2.4.5 **Data and Privacy Policy of Organization.**
Organization represents and warrants to Harris that:
- I. Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Harris and/or its service providers from Organization is owned exclusively by Organization and that the Organization has full right and title to provide the Data, Professional Services Data and Personal Information to Harris and its service providers
 - II. Data, Professional Services Data and Personal Information, that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Organization's Organizations or other third party owners of the Data or Personal Information have provided to Organization their written consent for its collection, use and storage by Harris and its third-

- party service providers in accordance with this Hosting Services Agreement and in any jurisdiction in North America
- III. Organization complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data, Professional Services Data and Personal Information collected, used, transferred, created or disclosed pursuant to this Hosting Services Agreement; and
 - IV. Organization will not provide Harris or its service providers with data or Personal Information of any kind for which Harris or its service providers either have no need or do not have the right to collect, use and store under the terms of this Hosting Services Agreement.
- 2.4.6 **Data Location.** As of the Effective Date, Harris's third party service provider of the Hosting Services is Microsoft® and Harris uses Microsoft's Azure® online services to host the Software and if applicable, the Sublicensed Software. To the extent permitted by applicable law and except as described in the Product Terms and the DPA, Data, Professional Services Data and Personal Information that Microsoft processes on Organization and Harris's behalf may be transferred to, and stored and processed, in the United States. Organization appoints Harris and Microsoft to perform any such transfer of Data and Personal Information to any such country and to store and process Data and Personal Information to provide the Hosting Services. Harris shall use commercially reasonable efforts to work with Microsoft personnel to configure the Hosting Services to store Data on Virtual Machines using Locally-Redundant Storage (LRS).
- 2.4.7 **Access to Data; Subcontracting.** Subject to Section 3.6, at all times during the Hosting Services Term, Organization will have the ability to request a copy of, and/or delete Data stored in the Hosting Services. Harris' service provider may engage third parties to provide certain services on its behalf and Organization consents to the engagement of such third parties as subprocessors, which shall constitute Organization's prior written consent to the subcontracting by Harris and its service provider of the processing of Data, Professional Services Data and Personal Information if such consent is required under the GDPR or other applicable law.

Section 2.5 Ownership and Disposition of Documents

- 2.5.1 The parties agree that no materials or documents are being created for Organization by Harris under this Hosting Services Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.
- 2.5.2 Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6 Third Party Components

- 2.6.1 Organization acknowledges that in order to provide the Hosting Services Harris may be required to purchase access to Third Party Components. Organization agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Attachment "A" to this Hosting Services Agreement. Organization further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Hosting Services Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris's control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right of Organization to terminate set out in Section 7.2.5. If any of the terms and conditions of Harris's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Harris may modify the terms and conditions of this Hosting Services Agreement effective immediately upon written notice to Organization, subject to the right of Organization to terminate set out in 7.2.5.
- 2.6.2 Harris currently uses specific service provider(s) identified in Section 2.4.6 or on SOW's that act(s) both as a hosting facility and provides additional third-party software support to Harris. Without limiting Harris' rights set out in Section 2.6.1, Organization acknowledges that Harris may change the third-party service provider(s) at any time with notice to the Organization. The Organization further acknowledges that the third-party service provider may require that the Organization agree to certain additional terms in order for Harris to allow Organization and its Users to have access to the Software and, if applicable, Sublicensed Software on the third-party provider's hosting platform. Harris may, from time to time, alter the hosting facility service provider by providing notice to the Organization. Where a different third-party provider provides such services then alternate policies and terms will apply to Organization's use of the Hosting Services which terms the Organization will need agree with as a condition precedent of using the Hosting Services from a time provided by Harris to the Organization. Lastly, if the Organization requires information related to the third-party provider's capabilities, accreditations, and other information regarding a third-party provider, the Organization must request such information directly from Harris. Harris will make diligent efforts to request that the third party provider provide such information for the Organization but ultimately, Harris is not obligated to provide any such information to the Organization either (i) where the third party provider refuses

to provide the information to Harris or (ii) where the Organization unreasonably refuses to agree to terms that the third party provider has requested from the Organization prior to providing the information either directly or indirectly through Harris (such terms, for example, an NDA).

2.6.3. .

ARTICLE III: HOSTING SERVICES

Section 3.1 Performance by Harris - Hosting Services

3.1.1 Harris shall provide all facilities, equipment, and software required to make the Hosting Services available. Harris shall have the right to manage all resources used in providing the Hosting Services, as Harris deems appropriate.

3.1.2 Harris shall use commercially reasonable efforts to make the Hosting Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Attachment "B" and as outlined in any relevant SOW. Any Harris liability to Organization, in the unlikely event that the Hosting Services becomes unavailable in violation of Attachment "B", is set forth in Attachment "B". Any request for credit must be received by Harris in writing within 15 days of the date that the Hosting Services were unavailable in accordance with the terms of Attachment "B" otherwise all rights to any credits shall be deemed waived.

3.1.3 Harris reserves the right to have additional User acceptance criteria that may be applied to Users and Organization customers who use the Infinity Customer Engagement Portal prior to their ability to have access to the Hosting Services. Harris shall inform Organization of such criteria but Harris shall be free to implement such criteria at any time without prior written warning to the Organization and/or to Users or Organization's customers. Where Users or Organization's customers do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users and/or Organization's customers access to the Hosting Services. Harris reserves its rights to restrict access to the Hosting Services to Users and/or Organization's customers for any violation of any additional terms and conditions to which such Users accept/agree to access the Hosting Services.

3.1.4 Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software and if applicable, Sublicensed Software. Organization, not Harris, shall be responsible for creating and maintaining all User and Organization's customer account information and for performing all other application-level system administration functions that are available within the Software and Sublicensed Software.

Section 3.2 Organization Responsibilities

3.2.1 **Users.** Organization is responsible for: (i) the known actions of Users using the Hosting Services in accordance with this Hosting Services Agreement and the actions of Organization's customers who use the Hosting Services as part of such customer's use of the Infinity Customer Engagement Portal; (ii) taking

reasonable steps to ensure that Users and Organization's customers who use the Infinity Customer Engagement Portal agree to any further terms and conditions as may be provided by Harris from time to time for Users (and Organization's customers); and (iii) informing Harris of any known information about Users' and Organization's customers' actions that may affect either the Hosting Services or third party data contained in or used by the Hosting Services, or Harris's ability to provide the Hosting Services as contemplated by this Hosting Services Agreement.

- 3.2.2 **Compliance with Laws.** The Hosting Services are subject to U.S. export jurisdiction. Organization represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including, but not limited to, those laws regarding restrictions on exports (including the International Traffic in Arms Regulations, the U.S. Export Administration Regulations end-user, end use and destination restrictions by Canadian, U.S. and other governments related to the Harris and its service providers' products, services and technologies), biometric data, defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality (including confidentiality of communications), unfair competition, Data Protection Requirements and other situations which could generate liability. Organization is responsible for determining whether the Hosting Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Hosting Services in a manner consistent with Organization's regulatory and legal obligations, including without limitation, Organization is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the Hosting Services. Organization represents that it and its Users using the Infinity Customer Engagement Portal are not named on a U.S. government exclusion list, and Organization further warrants that it shall immediately discontinue use of the Hosting Services if Organization or any User using the Hosting Services becomes placed on any such list and shall immediately discontinue any use of the Hosting Services by any customer of Organization that becomes placed on such list upon learning that the Organization, any User, or any customer of Organization has been placed on such list. Organization is responsible for responding to any request from a third party regarding Organization's use of the Hosting Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

- 3.2.3 **Organization Equipment.** Organization agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Organization's facilities required for Users to access and use the Hosting Services and shall notify Organization's customers of such requirements in order to use the Infinity Customer Engagement Portal. Harris

shall not be responsible for the operation of any Internet, network or other communication services. Organization further acknowledges that access to and the operation of the Hosting Services requires Organization's and Users' hardware to be of sufficient quality, condition and repair, and Organization agrees to and/or to ensure that Users' and Organization's customers who wish to use the Infinity Customer Engagement Portal maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense.

- 3.2.4 **Passwords.** Organization agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Organization and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users and customers secret and confidential. User ID's, passwords, login-in credentials and private keys are for Organization's internal use only and Organization may not sell, transfer or sublicense them to any other entity or person except that Organization may disclose its private key to its agents performing work on its behalf. Organization agrees that it is and shall remain solely and completely liable for any communications by Organization or other uses by Organization that are made using Organization's or its Users' or customers' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Organization agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Organization agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Organization.

Section 3.3 Data Security Provisions

- 3.3.1 **Data Security.** Organization acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Organization's, its Users' and its customers' (as well as Harris' and its service providers') computer systems, networks and any and all information stored therein. Organization is solely responsible for making an independent determination as to whether the technical and organizational measures for the Hosting Services meet Organization's requirements, including any and all of its security obligations under applicable Data Protection Requirements. Organization acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Information as well as the risks to individuals) the security practices and policies implemented by Harris and its service providers provide a level of security appropriate to the risk with respect to its Personal Information. Organization is responsible for implementing and maintaining privacy protections and security measures for components that Organization provides or controls, including without limitation, A) application level privacy

and security settings within the Software and Sublicensed Software, and B) ensuring that (i) Organization's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering as set out in Attachment "A" and Attachment "D". Organization will not input or provide such content or Data unless Harris has first agreed in writing to implement additional required security measures. Details regarding Harris' service provider's security measure and practices are available at the links set out in Attachment "A" to this Hosting Services Agreement.

- 3.3.2 HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. HARRIS AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF ORGANIZATION'S OR ITS USERS' OR CUSTOMERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY ORGANIZATION OR ANY USER OF ORGANIZATION'S INTERNET CONNECTION (OR ANY USE BY ANY OF ORGANIZATION'S CUSTOMERS OF ITS INTERNET CONNECTION) IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, HARRIS DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS.
- 3.3.3 Harris shall promptly notify Organization of actual disclosure, or acquisition of Data by an unauthorized actor.

Section 3.4 Suspension of Access and Use Rights of Hosting Services

- 3.4.1 In addition to its termination rights under Section 7.2, Harris may immediately suspend, restrict or limit Organization's access to all or any portion of the Hosting Services if Harris determines:
- i. That Organization's or any of its Users' or customers has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct:
 - (a) poses a security risk to the Hosting Service or any third party,
 - (b) poses any risk of any kind or nature to Harris' or its service provider's business or other customers;
 - (c) could adversely impact Harris' or its service provider's systems, network, the Hosting Services or the systems or data of any other customer,
 - (d) could subject Harris, its service provider or their respective affiliates or any third party to liability, or (iv) could be fraudulent;
 - ii. Organization or any User or Organization customer is in breach of this Hosting Services Agreement or the Agreement;

- iii. Organization is in breach of its payment obligations for the Annual Subscription Fees; or
- iv. Organization has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Organization's assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

Harris will use reasonable efforts to notify Organization of the suspension, restriction or limitation to Organization's access to the Hosting Services unless Harris believes that an immediate suspension is required and will restore Organization's access to the Service after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Organization or any customer of Organization in connection with its use of the Hosting Services that Harris determines, in its reasonable discretion, are either in violation of this Hosting Services Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers. In the event that Harris reasonably suspends Organization's right to access or use all or any portion of the Hosting Services as the result of a violation of this Hosting Agreement or a significant risk to Harris or its service provider's network, business, or other customers, Organization remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (under Attachment "A" to this Hosting Services Agreement or otherwise) for any period of suspension.

ARTICLE IV: SUPPORT FOR HOSTING SERVICES

Section 4.1 Delivery of Support for Hosting Services

- 4.1.1 Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Schedule "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Harris' sole discretion.
- 4.1.2 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the Support Services and Hosting Services shall at all times remain with Harris, and Organization shall acquire no proprietary rights thereto.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.1 Warranty of Performance

- 5.1.1 Hosting Services Warranty. During the Hosting Services Term, Harris warrants to Organization that when used in accordance with this Schedule "F" the Hosting Services will be performed during the Hosting Services Term substantially in accordance with the published user guides for the Hosting Services posted by Harris' service provider, as such user guides may be updated by said provider from time to time. Advanced and its service providers' sole obligation and Organization's sole remedy in the event the Hosting Services do not conform to the foregoing limited warranty is for Advanced to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with this Agreement.
- 5.1.2 Representations. Consultant represents to Organization that the Hosting Services, Software, the Sublicensed Software, and any other products and materials are provided to the Organization and its Users and customers free and clear of viruses when delivered.

Section 5.2 No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND REPRESENTATIONS SET OUT IN SECTION 5.1, THE HOSTING SERVICES, THE SOFTWARE, THE SUBLICENSSED SOFTWARE, THE PROFESSIONAL SERVICES, THE SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION AND ITS USERS AND CUSTOMERS "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

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

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SUBLICENSSED SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE AND SUBLICENSSED SOFTWARE CAN BE FOUND OR CORRECTED. HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF ORGANIZATION'S

OR ITS CUSTOMERS' PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, HARRIS AND ITS SERVICE PROVIDERS AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. HARRIS AND ITS SERVICE PROVIDER DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS HOSTING SERVICES AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

ARTICLE VI: REMEDIES, LIABILITY AND INDEMNITY

Section 6.1 Remedies and Liability

- 6.1.1 Except as otherwise provided in this Hosting Services Agreement, termination of this Hosting Services Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to termination.
- 6.1.2 The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Hosting Services Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris' and its service providers' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Hosting Services Agreement.
 - (i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT HARRIS' AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS HOSTING SERVICES AGREEMENT SHALL NOT EXCEED IN THE AGREGATE FEES PAYABLE TO HARRIS BY THE ORGANIZATION UNDER THIS HOSTING SERVICES AGREEMENT IN THE

TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH ANY DISPUTE ARSE.

- (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS HOSTING SERVICES AGREEMENT, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

Section 6.2 Intent

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

Section 6.3 Organization Indemnification.

6.3.1 Organization is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Organization shall defend, indemnify and hold Harris and its third party service providers, and each of their respective affiliates, officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Organization or its Users; (ii) any breach by Organization or its Users of this Hosting Services Agreement; and (iii) Organization's Data and Professional Services Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Organization's Data and/or Professional Services Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

ARTICLE VII: GENERAL

Section 7.1 Confidentiality

7.1.1 The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Hosting Services Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, service providers, employees or representatives who have a need to know such information ("**Representatives**"), for the purpose of performance under this Hosting Services Agreement and exercising the rights granted under this Hosting Services Agreement, and who are bound by non-disclosure obligations at least as protective of the other party's Confidential Information as this Hosting Services Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Hosting Services Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, Organization must promptly notify Harris. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Section 7.2 Termination

- 7.2.1 If either party is in material breach of any of its obligations under this Hosting Services Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to
- (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
 - (ii) to correct the default within ninety (90) days following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- 7.2.2 If Organization has failed to pay any amounts when due under this Hosting Services Agreement or the Agreement, Harris shall have the right to (A)

suspend performance of the Hosting Services (including Organization and its Users' access to the Hosting Services) until all amounts are paid in full; and/or (B) terminate this Hosting Services Agreement or any part thereof effective immediately upon written notice to Organization to that effect.

- 7.2.3 Either party may terminate this Hosting Services Agreement effective immediately upon written notice to the other party if the other party:
- (i) becomes insolvent;
 - (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
 - (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 7.2.4 Harris may terminate this Hosting Services Agreement effective immediately upon written notice to Organization if Organization has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris or its service providers.
- 7.2.5 If any such modification, change or replacement of the original Third Party Components pursuant to Section 2.6 impairs Organization's ability to utilize such Hosting Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Organization may terminate this Hosting Services Agreement by providing written notice to Harris within twenty (20) days after Organization's discovery of such impairment. If any modification to the terms and conditions of this Hosting Services Agreement made by Harris pursuant to Section 2.6 due to a change in the terms of its agreement with a provider of the Third Party Components are material in nature, then Organization shall have the right to terminate this Hosting Services Agreement upon written notice to Harris given within fourteen (14) days of the date of notice from Harris of such modified terms.
- 7.2.6 This Hosting Services Agreement shall automatically terminate in the event that the Agreement terminates or expires.

Section 7.3 Procedure on Termination

- 7.3.1 In the event of termination or expiration of this Hosting Services Agreement:
- (a) All rights to use the Hosting Services granted to Organization in this Hosting Services Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Hosting Services.
 - (b) Organization will pay all amounts due under this Hosting Services Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
 - (c) Harris will furnish the Organization with a copy of Organization's Data in a format to be mutually agreed upon between the parties in writing

(typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Harris's then current daily rate. Upon receipt of notice from Harris confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Organization. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Harris pursuant to this Subsection; or (ii) where it has received written instructions from Organization to delete the Data. Following 90 days from the date of termination if Organization has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing notification to Organization and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data. Harris and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.

- (d) Organization shall return to Harris or at Harris' option purge or destroy all copies of any Confidential Information of Harris or the third party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Organization confirming same within thirty (30) days.
- (e) Except as otherwise provided in this Hosting Services Agreement, termination of this Hosting Services Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

Section 7.3.2 Trade Compliance

Organization is solely responsible for compliance with applicable laws related to the manner in which Organization chooses to use the Hosting Services, including (i) Organization's transfer and processing of Data, and (ii) the provision of Data to Users and Organization's customers. Organization represents that Organization and the entities that own or control Organization, and the financial institutions used to pay Provider under this Hosting Services Agreement and the Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority

Section 7.3.3 Equitable Relief

The parties acknowledge and agree that it would be difficult to compute the monetary loss arising from a breach or threatened breach of this Hosting Services Agreement and that, accordingly, each party will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Hosting Services Agreement by the other party.

Section 7.3.4 Survival

The following sections and articles shall survive the termination or expiration of this Schedule "F" Hosting Services Agreement: Article 1, Sections 2.1.2, 2.3, 2.4, 2.5, 2.6, 3.2, 3.3.3, 3.4, 3.5, 3.6, 5.2, Article VI, Article VII, Article VII, and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder shall survive any termination or expiration of this Hosting Services Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

Attachment "A" - Third Party Components Terms and Conditions

1. Microsoft Azure

Organization agrees that the additional terms set out in Microsoft's Product Terms, available at [Microsoft Product Terms](#) and select "Enterprise" (the "**Product Terms**"), apply to Organization's use of the Hosting Services and the Microsoft Products and Services Data Protection Addendum ("**DPA**") available at <https://aka.ms/DPA> sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Organization's use of the Hosting Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Hosting Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Hosting Services but does not include data that remains on Organization's premises or in any Organization selected third party operating environments. The Product Terms and the DPA may be changed from time to time. Organization should review such documents carefully, both at time of acceptance of this Hosting Services Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Hosting Services.

Information regarding Microsoft Azure's data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-your-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: <https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview>.

High Risk Use: Organization must consider whether its specific use of these technologies is safe. The Hosting Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Hosting Services could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "**High-Risk Use**"). Organization's High-Risk Use of the Hosting Services is at its own risk. Organization agrees to indemnify and hold Harris and Microsoft harmless from and against all damages, costs and attorneys' fees resulting from Organization's sole negligence or willful misconduct in connection with its High-Risk Use associated with the Hosting Services..

The foregoing information, including the links to such information, may be changed from time to time therefore Organization is responsible for reviewing such information periodically.

Attachment "B" - Service Availability and Support Services

PART 1: DEFINITIONS

For purposes of this Attachment B to the Hosting Services Agreement attached as Schedule "F" to the Agreement ("SLA"), the following terms have the meanings set forth below. All capitalized terms in this SLA that are not defined in this Part 1 shall have the respective meanings given to them in the Main Agreement.

- 1.1 **"Availability Requirement"** has the meaning given to it by Part 2 of this SLA.
- 1.2 **"Business Day(s)"** has the meaning given to it by applicable law.
- 1.3 **"Customer Cause"** means any of the following causes of an Error: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of the Harris Cloud Services or the Harris Systems by Organization or its Representatives; (c) any use of the Harris Cloud Services or the Harris Systems by Organization or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization; (e) delay or failure of performance by Organization of its obligations under this Agreement; or (f) any use by Organization of a non-current version or release of the Harris Cloud Services, notwithstanding notice from Harris that updates, fixes or patches are required; (g) or any act or omission by Organization or any Authorized User/access to or use of the Harris Cloud Services by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a "Customer Cause".
- 1.4 **"Designated Representative"** has the meaning set forth in Part 3 (d).
- 1.5 **"Error"** means any reproducible failure of the Harris Cloud Services to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.
- 1.6 **"Exceptions"** has the meaning given to it by Section 2.
- 1.7 **"First Line Support"** means (i) the identification, diagnosis and correction of Errors by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the Harris Cloud Services.

- 1.8 **"Force Majeure Event"** means an event of "Force Majeure", as that term is defined in the parties Agreement.
- 1.9 **"Main Body"** means the main body of the Hosting Services Agreement between the parties dated the Effective Date.
- 1.10 **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this SLA, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Services Error that Harris has reasonably determined to have been caused by a Customer Cause; and (c) any Second Line Support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.
- 1.11 **"Remote Access Software"** has the meaning set forth in Part 3.
- 1.12 **"Remote Services"** has the meaning set forth in Part 3.
- 1.13 **"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in Part 3.
- 1.14 **"Second Line Support"** means, where Errors are not Resolved by First Line Support, the escalation to second line support for the identification, diagnosis and correction of Errors through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
- 1.15 **"Service Level Failure"** has the meaning given to it in Part 2.
- 1.16 **"Service Level Table"** means the table set out in Part 3.
- 1.17 **"Service Period"** has the meaning given to it in Part 2.
- 1.18 **"Severity 1"** has the meaning set forth in Part 3.
- 1.19 **"Severity 2"** has the meaning set forth in Part 3.
- 1.20 **"Severity 3"** has the meaning set forth in Part 3.
- 1.21 **"Support Hours"** means those hours between 8:00 AM and 8:00 PM Eastern Time on Business Days.
- 1.22 **"Support Request"** has the meaning given to it in Part 3.
- 1.23 **"Support Services"** means Harris's First Line Support and Second Line Support, but excludes the support of: (i) Implementation Services; (ii) Professional Services; and/or (iii) Out-of-Scope Services.
- 1.24 **"Support Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions referred to in the Support Service Level definitions.
- 1.25 **"Third-Party Components"** has the meaning given to it by Section 1.1 of the Hosting Services Agreement.

PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Hosting Services Agreement, Harris will use commercially reasonable efforts to make the Hosting Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Hosting Services Term (each such calendar month, a "Service Period"), excluding un-Availability as a result of any of the Exceptions described below in this Part 2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Hosting Services to meet the Availability Requirement. "Available" means the Hosting Services delivered pursuant to a particular Services Order are available for access and use by Organization and its Authorized Users in a production environment.

For the purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Hosting Services, the Sublicensed Software, or the Software will be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement or impaired ability of Organization or its Users to access or use the Hosting Services that is due, in whole or in part, to any:

- (a) Organization Cause;
- (b) Organization's or its User's Internet connectivity;
- (c) Force Majeure Event;
- (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Harris pursuant to this Agreement;
- (e) Scheduled Downtime;
- (f) any interruption to the access or use of the Hosting Services that occurs in a non-production environment;
- (g) emergencies in the nature of security risks and updates to address such security risks;
- (h) the failure, interruption, outage, or other problem with a Third-Party Component;
- or
- (i) disabling, suspension, or termination of the Hosting Services for cause by Harris.

Availability Calculations:

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the Hosting Services is Available.	$\text{Availability} = \frac{a - b - c}{a - b} \times 100$ <p>Where: a = Total minutes in the month b = Total minutes of planned maintenance in the month</p>	Each Calendar Month

	c = Total minutes of unplanned service outages in the month	
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Service Level Failures and Remedies:

In the event of a Service Level Failure, Harris shall issue a credit to Organization in the amounts set out in the table below (a "Service Level Credit(s)"), provided however, that Harris has no obligation to issue any Service Level Credit unless Organization: (i) reports the Service Level Failure to Harris immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within ten (10) days of the Service Level Failure.

Service Period Availability (as calculated in the table above)	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fees)
Equal to or greater than 99.5%	0%
Equal to or greater than 98.5%	2%
Equal to or greater than 97.5%	6%
Less than 97.5%	12%

Service Level Credits are not compounding and shall be limited to a maximum of twelve percent (12%) of the pro-rated portion of the Annual Subscription Fees paid by Organization for the Services applicable to the calendar month in which the Service Level Failure occurred (and in no event shall the total Service Level Credits due to Organization in any twelve (12) month period exceed 12% of the Annual Subscription Fees). Any Service Level Credit due to Organization under this Attachment B will be issued to Organization and applied at the time of invoicing for the next applicable invoice date. This Part A sets forth Harris' obligation and liability and Organization's sole remedy for any Service Level Failure.

(a) Scheduled Downtime

Harris will use commercially reasonable efforts to:

- (i) Schedule downtime for routine maintenance of the Hosting Services between the hours of 6:00 p.m. and 7:00 a.m. Pacific Time on Business Days or anytime during Non-Business Days for the production environment; and
- (ii) Give Organization at least 48 hours prior notice of all scheduled downtime of the Services ("Scheduled Downtime") for production and non-production environments under non-emergency/high-criticality situations.

PART 3: SUPPORT SERVICES

Harris shall provide the First Line Support and the Second Line Support during the Support Hours throughout the Service Period in accordance with the terms and conditions of this SLA and the Main Body, including the Service Levels.

2.0 Support Service Levels

- (a) Response times and Resolution will be measured from the time Harris receives a Support Request until the respective times Harris has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean,

with respect to any particular Support Request, that Harris has corrected the Error that prompted that Support Request. Harris shall respond to and Resolve Support Requests as set out below based on Organization's designation of the severity of the associated Error, subject to Harris' right to revise such designation after Harris' investigation of the reported Error and consultation with Organization;

(b) Harris shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (High or Medium, respectively), if Harris Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

3.0 Response Times

Response times will vary and are dependent on the severity of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

- (a) Severity 1 – Critical/High: 1 - 4 hours
- (b) Severity 2 – Medium: 1 - 8 hours
- (c) Severity 3 – Low: 1 - 24 hours

4.0 Call Severities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call severities, 1, 2 & 3. A Severity 1 call is deemed by our support staff to be a High Severity call, Severity 2 is classified as a Medium Severity and Severity 3 is deemed to be a Medium/Low Severity. The criteria used to establish guidelines for these calls are as follows:

- (a) Severity 1 – High
 - System Down (users have no access to Advanced production environment)
 - Inability to process bills/invoices
 - Program errors without workarounds impacting critical processes
 - Aborted postings or error messages preventing data integration and update
 - Performance issues of severe nature impacting critical processes
 - Data Security issues
 - Issues causing critical integrations to completely fail
 - Applying application patches for critical issues with the application, that do not have a workaround

Note: the existence of a mutually agreed upon work-around precludes a Severity 1 or Severity 2 issue in most cases.

- (b) Severity 2 – Medium
 - System errors without manageable workarounds
 - Report calculation issues
 - Error messages preventing data integration and update
 - Issues causing non-critical integrations to fail completely
 - Performance issues of severe nature not impacting critical processes
 - Applying high priority patches for issues without manageable workarounds

- (c) Severity 3 – Low
 - System errors that have manageable workarounds
 - Performance issues not affecting critical processes
 - Modification requests relating to efficiency or other usability considerations
 - Report formatting issues
 - Training questions, how to, or implementing new processes
 - Aesthetic issues
 - Requests/recommendations for enhancements on system changes
 - Questions on documentation
 - Applying medium/low priority patches

5.0 Designated Representative

Organization shall designate the individual(s) who will act as a direct liaison with Harris and be responsible for communicating with, and providing timely and accurate information and feedback to Harris in connection with the Support Services (each such individual, a "Designated Representative"). The Designated Representative(s) will be the sole liaison(s) between Organization and Harris in sending Support Requests and communicating with Harris in connection with any matters relating to the provision of the Support Services.

6.0 Support Requests

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions within the service level definitions set forth above and shall submit its request through the Harris support portal located on the Harris Site, or such other means as the parties may agree to in writing (each a "Support Request"). Organization shall include in each Support Request a description of the reported Error and the time Organization first observed the Error. The Service Level Table will not apply to support requests that do not follow the process set out in this section and Harris will not, in those circumstances, be required to meet the Service Levels.

7.0 Call Process

All Errors or questions reported to Harris are tracked via a support call ticket; Our current process for logging calls includes the following: TeamSupport (via website), email, and phone.

- (a) Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description, including screenshots of steps, of your question or issue, a trace (xtrace) of the behaviour, and any other information you believe pertinent.
- (b) Our support system or one of our support analysts will provide you with a ticket number to track your issue and your call will be logged into our support tracking database.
- (c) Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- (d) As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of

action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

(e) All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

(f) Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

(g) If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. The ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

(h) Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

(i) Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: "Client To Test") it may be closed after four weeks of inaction after reasonable attempt by Support to obtain an update. A closed ticket may be re-opened at any time.

8.0 Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1: Contact the support representative working on your issue
- Level 2: Contact the support team lead or manager
- Level 3: Contact the director or vice president of support
- Level 4: Contact the executive vice president

9.0 Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. Staff will be available via the after-hours support phone to deal with critical incidents.

- New Year's Eve: Early Closure
- New Year's Day: Closed
- Good Friday: Closed
- Victoria Day: Closed
- Canada Day: Closed
- Civic Holiday: Closed
- Labor Day: Closed

Thanksgiving:	Closed
Christmas Eve:	Early Closure
Christmas Day:	Closed
Boxing Day:	Closed

10.0 Billable Support Services

The services listed below are examples of services that are out of scope of the Service Level Agreement and are therefore considered billable services:

- Extended training
- Forms redesign or creation (includes bill prints, notices, letters, forms, etc.)
- Setup and changes to interfaces or creation of new interfaces
- Setup of new utility services or changes to services / Rates
- Request to add/change business process configuration for new or changing requirements
- Setup of new receipt printers, printer setup changes
- Data conversions / global modification to setup table data

11.0 Test Databases & Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of additional test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

12.0 Updates

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution.

13.0 Remote Support Services

(a) Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("Remote Support Services") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Advanced Cloud Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Main Body ;

(b) To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the

Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers)

(c) Harris shall treat any information it collects, maintains, processes or uses under this Section 13 as Organization's Confidential Information.

14.0 Out-of-Scope Services

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this SLA and the Main Body.

Attachment "C" - Fees, Data Export Limit, Data Storage Limit

Hosting and Data Storage Fees:

- Database Storage: Includes 2048 GB of data storage. Additional storage beyond this limit will incur a fee of \$5.52 per 32GB per month, billed monthly.
- Data Export Limit: Includes 100 GB of data export. Additional export requirements will be billed at \$0.13 per GB per month.
- Document Storage: Up to 500 GB for document storage is included. Usage exceeding this limit will be billed at \$0.03 per GB per month.

Attachment “D” - Data and Security Standards

1. Data

- 1.1 Harris shall use commercially reasonable efforts to store, maintain and protect Data. Harris has established and maintains data security procedures and other safeguards within the Software intended to protect against the destruction, corruption, loss, or alteration of customer data, and designed to prevent access, intrusion, alteration, or other interference by any unauthorized third parties of customer data. Customer data is managed and stored using various database technologies that offer scalability and reliability with architecture developed to support logical segregation of data throughout each customer instance. Customer data is maintained in segregated schemas and data access models which are designed to ensure that the application layer exposes to users only data that they are permitted to view according to security configurations within the application. This helps protect against unauthorized or unintended information disclosure. Organization is solely responsible for setting up and maintaining all application level system administration functions available within the Software, Third Party Software, and Sublicensed Software, including without limitation security settings and configurations.
- 1.2 The Hosting Services have received SOC 2 Type 1 Certification and Microsoft Azure has received SOC 2 certification, and other compliance frameworks. Additionally, the Infinity CIS Software is Veracode verified. For a complete list of Microsoft Azure certifications please visit: <https://docs.microsoft.com/en-us/azure/compliance/>.

2. Relevant Aspects of the Control Environment, Risk Assessment, Monitoring, and Information and Communication

- 2.1 The applicable SOC II trust services criteria were used to evaluate the suitability of design of controls stated in the description. This section provides information about the five interrelated components of internal control at Harris, including:
 - 2.1.1 Control Environment: Sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
 - 2.1.2 Communication and Information: Surrounding these activities are information and communication systems. These enable the

entity's people to capture and exchange information needed to conduct and control its operations.

- 2.1.3 Risk Assessment: The entity's identification and analysis of relevant risks to support achievement of its objectives, forming a basis for determining how the risks should be managed.
- 2.1.4 Monitoring Activities: The entire process must be monitored, and modifications made necessary. In this way, the system can react dynamically, changing as conditions warrant.
- 2.1.5 Control Activities: Control policies and procedures must be established and executed to help ensure that the actions identified by management as necessary to address risks to achievement of the entity's control objectives are effectively carried out.