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January 29, 2019

Ms. Luly Massaro, Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**Re: Docket No. 4898- The Narragansett Bay Commission
Tariff Advice Filing**

Dear Ms. Massaro:

Enclosed please find an original and nine copies of the following document:

1. The Narragansett Bay Commission's Response to the Rhode Island Public Utilities Commission's Data Requests (Set Three).

Please note that an electronic copy of this document has been provided to the service list.

Thank you for your attention to this matter.

Sincerely,



Joseph A. Keough, Jr.

JAK/kf

cc: Docket 4898 Service List (*via electronic mail*)

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4898
Response Of The
Narragansett Bay Commission
To The Rhode Island
Public Utilities Commission's
Data Requests
Set 3

PUC 3-1 Please provide an illustration of a three-month billing cycle under the existing and proposed tariff for an average residential customer whose meter is read on a quarterly basis, i.e., show the average residential customer's billing for January, February, and March. Please include a breakdown of each monthly charge including the basic charge and the consumption charge.

Response: See below.

Existing				
	January	February	March	
Service Charge	\$ 18.78	\$ 18.78	\$ 18.78	
Consumption Charge	22.18	22.18	22.18	
Future				
	January	February	March	
Service Charge	\$ 18.78	\$ 18.78	\$ 18.78	
Consumption Charge	0	0	66.54	

Prepared by: Clara Casimiro

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4898
Response Of The
Narragansett Bay Commission
To The Rhode Island
Public Utilities Commission's
Data Requests
Set 3

PUC 3-2 How many of NBC's residential customers that had their meters read on a quarterly basis in 2018 were on a budget plan during 2018.

Response: None.

Prepared by: Clara Casimiro

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4898
Response Of The
Narragansett Bay Commission
To The Rhode Island
Public Utilities Commission's
Data Requests
Set 3

PUC 3-3 Please provide a copy of all agreements between NBC and Advanced Utilities,
NBC's new Third-party Customer Service Software Provider.

Response: See attached.

Prepared by: Brendon McLean



**Narragansett
Bay
Commission
Scope of Work**

**For the Implementation of
CIS Infinity**

**Sept. 27,
2017**

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Introduction

The project is defined as the provision of a complete Customer Information and Utility Billing Solution ("CIS Solution") inclusive of software and implementation services. The CIS Solution to be implemented by Harris' Advanced Utility Systems ("Advanced" and/or "AUS"), for Narragansett Bay Commission's ("NBC") customer information system (CIS) replacement is CIS Infinity, Advanced's comprehensive customer information and utility billing software along with Infinity.Link.

This document sets forth the general Scope of Work (SOW) for the project, as well as defines the principal activities and responsibilities of both Advanced and NBC for the installation and implementation of a new CIS Solution. This document contains the following Appendix:

- Appendix A – Draft Project Schedule
- Appendix B – Table of Responsibilities

The project as outlined in this SOW encompasses all aspects of the CIS Solution implementation services, including but not limited to project management, discovery, data conversion, software control file configuration, interface, modification, and report development and configuration, testing support, and training.

Background

The CIS Solution will replace the current legacy in-house developed system known as CIS in use by NBC which runs on an Oracle platform. The CIS Solution will be installed and configured to meet the customer information and billing needs identified by NBC. The CIS Solution data will be stored in a Oracle database.

The CIS Solution shall provide NBC with CIS capabilities for the various utilities services provided by NBC which include sewer services.

Objectives

NBC will replace its existing system with the CIS Solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self-Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

NBC's objectives are to:

- **To provide exceptional levels of customer service.** The need for NBC to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of NBC.
- **To provide for long-term stability of the customer information.** The CIS Solution will be stable and reliable with a product roadmap that shows future support and enhancements. The CIS Solution will be easily configurable and upgradeable, meeting NBC's business needs for the foreseeable future.
- **To provide for integration across business systems.** The CIS Solution will interface with other applications through standard integration techniques.
- **To provide for accommodating growth through technology.** The CIS Solution will be based on current technology.
- **To provide innovation and excellence.** The CIS Solution will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

NBC Points of Contact

Primary Point of Contact (POC)

Name: Brendon McLean
Title: IT Manager
Organization: Narragansett Bay Commission
Address: 1 Service Rd, Providence, RI 02905
Phone: 401-461-8848 x378
Email: Brendon.Mclean@narrabay.com
Website:

Other Contact(s)

Name: Clara Casimiro
Title: Customer Service Manager
Organization: Narragansett Bay Commission
Address: 1 Service Rd, Providence, RI 02905
Phone: 401-461-8848
Email: Clara.Casimiro@narrabay.com

Project Scope

Advanced will lead the implementation of the CIS Solution. As such, Advanced will provide the following implementation services.

- Project Initiation and Management
- Installation of CIS Infinity
- Installation of Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Requirement Definition, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Functional, Integration and User Acceptance Testing support
- Business Process Review
- End User Training/Train the Trainer Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS Solution
BPR	Business Process Review
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by NBC.
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS Solution	All Advanced licensed software (CIS Infinity, Infinity.Link and related implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the NBC (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor led training delivered by Advanced to the identified Project Team members of NBC on the generic CIS Solution
End User Training	Instructor led training of the CIS Solution delivered by Advanced in coordination with the NBC Core Team to NBC employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
Customer Service System	NBC's current customer information and billing system to be replaced by CIS Infinity.

Roles and Responsibilities

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

Advanced Responsibilities:

1. Advanced will maintain project communications with NBC's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the NBC's Project Manager.
3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the NBC's Project Manager.
4. Advanced will participate in weekly reviews with NBC's project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by NBC'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 MS Project format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to NBC's Project Manager as necessary.
8. Advanced will resolve deviations from the Project Schedule.
9. Advanced will monitor the project to ensure that 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 environment on NBC supplied hardware and will support both throughout the implementation. Once NBC is live, the production environment will be supported by Advanced. Advanced will provide technical documentation to NBC on the procedures to create additional environments at NBC's discretion.
12. Advanced will coordinate and oversee the development efforts of all modifications and interfaces (exclusive of the non-CIS Infinity side of the interface).

NBC Responsibilities:

1. NBC will provide, install and configure the hardware, operating system and database platform required for the CIS Solution.
2. NBC will provide information required to configure and convert data into the CIS Solution.
3. NBC will establish a Project Team that is representative of the operational areas that will be affected by this project.

4. NBC will designate a Project Manager who will manage the efforts of the NBC Project Team and/or staff and coordinate activities with the Advanced's Project Manager.
5. NBC's Project Manager will maintain project communications with Advanced's Project Manager.
6. NBC's Project Manager must ensure that NBC's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
7. NBC's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.
8. NBC will review current business practices, consider and/or adopt new business practices as needed.
9. NBC will provide timely responses to critical issues raised by the Advanced's Project Manager.
10. NBC will provide desk space for Advanced's team members while onsite at NBC.
11. NBC will ensure access to telephones at the work location for the duration of the project.
12. NBC will provide access to: printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.
13. NBC will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.
14. NBC shall 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 plus one for Advanced. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.
15. NBC will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.
16. NBC Staff will attend scheduled training sessions.
17. NBC will perform testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.
18. NBC will perform manual cut over tasks identified in the data conversion and the cutover plan.
19. NBC will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin).
20. NBC will be responsible for creating their customized Link skin using a web designer of their choosing.

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 twelve months and 2 months of post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Software Implementation Services Agreement.
3. NBC 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 NBC 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. NBC will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:
 - i) NBC will define an escalation path which 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.
 - ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and 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 to schedule and cost.
 - iii) 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 the 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 five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.
7. NBC will empower NBC's project team members to make decisions related to configuration and business processes. For some key decisions NBC team may be required to elevate the decision process to the executive team. NBC will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
8. NBC will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request by Advanced with reasonable notice. Project Team members will respond to information requests by Advanced's staff, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.
9. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, Remote Desktop, and conference calls.
10. 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.

11. All NBC and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
12. NBC is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but NBC will approach each opportunity from this perspective.
13. When onsite Advanced agrees to work within NBC 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 the standard business hours. For example, cutover is typically done over the weekend.

Task 1 – Project Management

General

Project management occurs throughout the project. Advanced and NBC will provide the required project management to complete the installation and implementation of the CIS Solution. The Advanced Project Manager (PM) will meet with NBC Project Manager to describe the methodology that Advanced will employ in the delivery of services.

The Project Schedule and SOW are the primary documents defining work scope, resources and schedule. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The Project Schedule shall be reviewed and confirmed with NBC's Project Manager.

NBC Project Manager will approve all deliverables and associated invoices for this SOW as well as provide oversight and guidance to ensure that completion of this SOW meets NBC's objectives within the designated timeframe and budget.

Project Start-up will involve all members of the Advanced and NBC's Project Team. Advanced and NBC will partner together for successful project execution. NBC will establish a Project Team as set forth under "NBC Responsibilities" to help Advanced better understand business requirements and to learn and assist Advanced in the implementation of the CIS Solution.

Subtask 1.1 – Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with industry standard practices for project administration, execution, and tracking. Advanced will lead the effort to complete the Project Planning with NBC input and approval. Project Planning will include the following:

Project Schedule

A preliminary Project Schedule based on this Scope of Work is included in Appendix A. Advanced will present a draft Project Schedule at the Project Kick-off. Following collaborative review by NBC and Advanced Project Managers, the Project Schedule will be updated by the Advanced Project Manager for approval by NBC's Project Manager. This initial Project Schedule will be used as a baseline for control of the project. Advanced will be responsible for updates to the Project Schedule based on changes approved by NBC. The Project Schedule will be one project control mechanism used to manage, track, and evaluate Advanced's performance. Advanced will work with NBC's Project Manager to identify all tasks, deliverables, and appropriate milestones where NBC information/activity is required and where timeline dependencies for subsequent Advanced activities exist within the Project Schedule.

Communication Plan

Advanced will lead the effort with assistance from NBC to identify the Advanced and NBC human resource needs and how they will be used to accomplish tasks and document the methods by which

communication will take place during the CIS Solution implementation. There will be weekly and monthly review meetings, monthly reports, and sponsor review meetings. The content and format of review meetings, status reports, and presentations to the Executive Sponsor(s) will be outlined. An escalation process and several communication tools within these processes will be updated to ensure a clear understanding of the project standing relative to an on-time, on-budget delivery. The timing of these meetings will be scheduled with NBC and Advanced PM's during the project kick off meeting.

Change Management Plan

Advanced will lead the effort with assistance from NBC to document the approach to effectively prepare NBC for the changes to the organization resulting from the CIS Solution implementation. The Change Management Plan will document the internal and external communication approaches to be used by NBC to keep employees and customers informed of change throughout the project.

Test Plan

Advanced will coordinate a joint effort with NBC to document the overall testing approach for the three testing phases: Functional, Integration, and User Acceptance testing. A Test Matrix will be used to document the test scripts for the Integration and User Acceptance test phases, and to log the test owner, timing and test results. For the Functional test phase, baseline accounts will be used to compare legacy data to converted data CIS Infinity.

The approach to issue (defect) identification and resolution will be addressed in the Test Plan, including the use of Advanced's Issues Tracking Tool. Responsibility for assigning issue ownership and priority; correcting; tracking and status review; retesting; and closure of issues, will be defined.

Training Plan

Advanced will coordinate a joint effort with NBC to document how users will be trained on the software taking into consideration the CIS Solution configuration, modifications, interfaces, and NBC business processes. The Training Plan will include training matrices that outline what users (technical, core team, and end users) will learn in each class and will describe course material.

Risk Management Plan

Advanced will coordinate a joint effort with NBC to document project risks. The Risk Management Plan documents processes to identify, control, monitor and communicate risks and/or issues, thereby ensuring timely and effective resolution. The Risk Plan outlines risk/issue ownership, decision-making authority and accountability.

Change Control Process

Advanced will coordinate a joint effort with NBC 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 NBC. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.

Advanced will use various methods to communicate regularly with NBC 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 NBC Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

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 1.2 – Deliverables

Subtask 1.2 Deliverables	<ul style="list-style-type: none"> • Weekly Status Meeting and Report • Monthly Project Progress Summary
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Subtask 1.3 – Quarterly Sponsor Review

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

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	<ul style="list-style-type: none"> • Onsite Quarterly Sponsor Review
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Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing NBC systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet NBC's CIS needs. All development work completed by Advanced will be communicated, in advance, to NBC's Project Manager so that NBC's Project Manager has visibility to all Advanced interface development work. Development effort may be required by the vendor for the system to which Harris is interfacing. These vendor costs, if any, are the responsibility of NBC and are not in scope.

Advanced will document the status of development, whether conducted by NBC or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially NBC staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by NBC under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed Business Requirements Document (BRD) and Use Case Document for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – Permitting Interface

NBC requires a one-way real-time interface to import new services information in CIS Infinity from NBC's in house Permitting solution.

The interface will create new accounts, services and post account charges in CIS Infinity based on information received from the Permitting system.

The interface will utilize the CIS REST API that will be enhanced to support NBC's specific requirements.

Action	Responsible Party
Changes to CIS REST API to create new account and services	AUS
Install CIS REST API and instruct users on how to use it	AUS
Call CIS REST API from the Permitting system to create new account and services	NBC
Call CIS REST API from the Permitting system to post charges to CIS	NBC

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form. Configurable interfaces are typically configured using the Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Oracle FMS General Ledger

NBC requires a one-way batch interface to export on a daily basis general ledger information from CIS Infinity to Oracle FMS general ledger module.

The General Ledger interface will export in batch a text file with summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to Oracle FMS general ledger module. The general ledger information will be transferred as un-posted journal entries to be processed by the Oracle FMS general ledger. The general ledger information transferred contains details about the originating CIS Infinity batch for cross-referencing purposes.

The export file will use a configurable file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure the interface from CIS Infinity to Oracle FMS to create a text file with summarized GL journal entries	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run the configured process in CIS Infinity to create the batch export text file	NBC
Import the text file into GL module	NBC

Subtask 2.2.2 – Oracle FMS Accounts Payable

NBC requires a two-way batch interface to exchange accounts payable information for customer refunds between CIS Infinity and Oracle FMS accounts payable module.

The Accounts Payable interface will export in batch a text file with customer and refund amount information for the purposes of issuing refund checks to customers in Oracle FMS accounts payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity.

The Accounts Payable interface will import in batch a text file with details about refund checks as they are processed Oracle FMS accounts payable module. CIS Infinity will update the originating refund check transaction record with the appropriate details, such as check number, check date, etc. received from Oracle FMS accounts payable module.

Both the export and the import files will use configurable file formats defined using the Advanced Interface Manager.

Action	Responsible Party
--------	-------------------

Configure an export interface from CIS Infinity and Oracle FMS to create a text file with customer refunds	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run the configured process in CIS Infinity to create the batch export text file	NBC
Import the text file into Oracle FMS AP module	NBC
Create an export file from AP module for refund check details	NBC
Configure an import interface from Oracle FMS to CIS Infinity to update refund transactions with check information	AUS
Run the import process in CIS Infinity to update the originating refund check transaction with check number, check date, etc.	NBC

Subtask 2.2.3 – Bill Print

NBC requires an interface to export bills in a PDF format to Cathedral, NBC's bill print mailing provider.

A bill print will be configured in CIS Infinity and exported to a PDF format as part of the CIS Infinity bill print functionality.

Action	Responsible Party
Configure bill print format	AUS
Configure CIS Infinity to generate PDF bills	AUS
Create a billing batch in CIS Infinity and select Print Bills to generate the PDF files	NBC
Send the PDF files to Cathedral for printing and mailing bills out	NBC

Subtask 2.2.4 – Water Consumption Import

NBC requires a set of one-way batch file interfaces between CIS Infinity and NBC's water supply boards.

The interfaces will support the import in CIS Infinity of water consumption provided by the water supply boards for billing purposes. The import files will be configured using the Advanced Interface Manager functionality existing in CIS Infinity.

Action	Responsible Party
Configure 6 one-way interfaces between CIS Infinity and NBC's water supply boards	AUS
Configure 6 meter reading file import layouts	AUS
Provide staff the instruction on how to schedule the interfaces to automate	AUS
Import the water supply boards meter reading files into CIS Infinity	NBC

Subtask 2.2.5 – Lockbox Payment Import

NBC requires a one-way batch interface to import on a periodic basis lockbox payment files created by Citizens Bank.

A one-way batch interface will be created to import payment information from Citizens Bank to CIS Infinity. CIS Infinity supports the importing of payment information on demand or scheduled using a configurable text file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure an interface to import payment information from Citizens Bank using Advanced Interface Manager	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run a process in CIS Infinity or set up a schedule to import the text file	NBC

Subtask 2.2.6 – ACH Export

NBC requires a one-way batch interface to export a file of customers signed up for ACH payments to their financial institution, Citizens Bank.

CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards. CIS Infinity also supports sending pre-notes separately in a configurable file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure an interface to export standard ACH file to Citizens Bank using Advanced Interface Manager	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run a process in CIS Infinity or set up a schedule to export the text file	NBC

Subtask 2.2.7 – Fiserv Payment Import

NBC requires a one-way batch interface to import payment information contained in a remittance file received from their financial services technology solutions, Fiserv.

CIS Infinity currently supports the importing of payment information on demand or scheduled using a configurable text file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure an interface to import payment information from Fiserv using Advanced Interface Manager	AUS
Provide staff the instruction on how to schedule the interface to automate	AUS
Run a process in CIS Infinity or set up a schedule to import the text file	NBC

Subtask 2.2.8 – Pre-treatment Interface

NBC requires a two-way real-time interface between CIS Infinity and their Pre-treatment solution.

Using the CIS REST API, the Pre-treatment solution will retrieve real-time customer and account information from CIS Infinity, and will update charges at CIS accounts.

Action	Responsible Party
Install CIS REST API	AUS
Call CIS REST API to retrieve customer and account information	NBC
Call CIS REST API to post charges to CIS	NBC

Subtask 2.2.9 – Brown University Interface

NBC requires an interface between CIS Infinity and Brown University, to export from CIS Infinity customer balances and consumption information for all Brown University accounts.

CIS Infinity will be configured to support exporting a file containing customer, account, balances and consumption data for a specified group of customers. CIS Infinity currently contains functionality to export customer information using a configurable file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure the Brown University file format	AUS
Configure the Brown University export process	AUS
Run the Brown University export to generate the file	NBC

Subtask 2.2.10 – East Providence Interface

NBC requires an interface between CIS Infinity and East Providence, to export from CIS Infinity customer balances and consumption information for all East Providence accounts.

CIS Infinity will be configured to support exporting a file containing customer, account, balances and consumption data for a specified group of customers. CIS Infinity currently contains functionality to export customer information using a configurable file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure the East Providence file format	AUS
Configure the East Providence export process	AUS
Run the East Providence export to generate the file	NBC

Subtask 2.2.11 – Septic Station Interface

NBC requires an interface between CIS Infinity and NBC's Septic Stations software, to import in CIS Infinity customer charges for septic sewer off loads.

CIS Infinity will be configured to support importing a file containing customer and off load quantity information and generate septic sewer charges in CIS Infinity. CIS Infinity currently contains functionality to import customer information using a configurable file format defined using the Advanced Interface Manager.

Action	Responsible Party
Configure the Septic Station file format	AUS
Configure the Septic Station import process	AUS
Run the Septic Station import to create charges in CIS Infinity	NBC
Run the Request Transaction Pickup to create a cash batch of charges	NBC

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

The following software modifications will require development effort by Advanced. Advanced will analyze, specify, develop, provide quality assurance testing, and deploy the following modifications required by NBC under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery. Advanced will create a BRD and a Use Case document for each modification requiring development effort from Advanced's technical staff.

No software modifications have been identified.

In the event that additional modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. Third Party Payment Processor

Real Time credit/debit card payment processing is provided via an interface to a third-party payment processing vendor. The following development fees apply. Any payment transaction fees charged by the payment processing vendor are the responsibility of NBC. NBC must have a contract with the

payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Level	Processor	Development Fee	Annual Maintenance
Tier 1	Paymentus, Invoice Cloud	No Charge	No Charge
Tier 2	Any processor not named above	\$38,000	25%

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace NBC's current CIS with the 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 NBC Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Project planning documents including but not limited to the Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, and Change Control Process as described in Subtask 1.1
- Software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of CIS Infinity via WebEx
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the NBC's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	<ul style="list-style-type: none"> • Project Kickoff Meeting • Initial Project Schedule • Project planning documents including but not limited to the, Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan and Change Control Process • Software Installation, Installation Training and Installation Report • Training Course Syllabus • Issues Tracking Tool Overview • Access to the Data Dictionary
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	<ul style="list-style-type: none"> • Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review
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Subtask 3.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Contracts signed	AUS and NBC
✓ Transition discussion from Sales to Professional Services	AUS and NBC
✓ CIS Solution Hardware/System Software in place	NBC
✓ Project Team identified	AUS and NBC

Subtask 3.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Installation complete and signed off	AUS and NBC
✓ 3.1 Deliverables completed	AUS
✓ 90 Day Project Schedule signed off	NBC

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Advanced will review the detailed data and business, requirements of NBC. This analysis will provide an association between NBC's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, NBC will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files

- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- NBC ordinances related to business processes

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and NBC will identify the necessary NBC staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. Foundation

Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.

2. Customer Information

Review of addresses and phone numbers, lookups and address and occupancy types.

3. Meters and Meter Inventory

Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.

4. Billing

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

5. Rates

Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.

6. Cashiering

Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.

7. Collections

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

8. Move in Move Out

Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.

9. Accounting

Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.

10. Service Orders

Review of requirements for full service order processing and follow up actions control.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	<ul style="list-style-type: none"> • Functional Discovery Workshop • Functional Discovery Document
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Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	AUS
✓ Core Team Training Weeks 1&2 complete	AUS
✓ Core Team Training Weeks 1&2 attended by 90% of the Client Core Team	NBC
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts, All As Is Process Flows gathered	NBC

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ Client Core Team and/or SME's attendance at Functional Workshop	NBC
✓ Functional Discovery Workshops conducted	AUS
✓ Functional Discovery Document delivered	AUS
✓ Review and Sign Off of Functional Discovery Document 10 days from receipt	NBC

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote or onsite Data Conversion Discovery Analysis Workshop. From this workshop, Advanced will produce a Data Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the NBC staff needed to attend these workshops two weeks in advance.

Advanced will work with NBC to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and NBC. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	<ul style="list-style-type: none"> • Data Conversion Workshop • Data Conversion Plan
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Subtask 3.2.2 – Entry Criteria

Criteria	Responsible Party
✓ CIS Infinity Entity Relationship Diagrams access	AUS
✓ Full Data Cut from Legacy system provided at minimum 3 weeks prior to Discovery Workshop	NBC
✓ Legacy System Data Dictionary provided 3 weeks prior to Discovery Workshop	NBC
✓ FTP Site set up and accessible	AUS
✓ Data Conversion Plan delivered	AUS
✓ Data Clean-up activities started on Legacy System	NBC
✓ Data Conversion Discovery Agenda delivered	AUS

Subtask 3.2.2 – Exit Criteria

Criteria	Responsible Party
✓ Data Conversion Workshop complete	AUS
✓ SME (IT) and Functional Lead attendance at Discovery Workshop	NBC
✓ Data Conversion Mapping Document delivered	AUS
✓ Data Validation parameters identified	AUS and NBC
✓ Data Conversion Plan Document Sign off 10 days from receipt	NBC

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Advanced will conduct a remote or onsite Interface/Modification Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with NBC will identify necessary NBC staff needed to attend this workshop two weeks in advance. Advanced will review with NBC all modified software and modified interfaces identified in Task 2, to be developed in CIS Infinity. Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis
- Technical requirements analysis. For modified interfaces, this includes method, format and frequency of data exchange, data validation requirements, error handling, etc.

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1 and 2.3) for review and acceptance by NBC.

Advanced will review the documentation with NBC remotely and update as required.

Advanced will when mutually agreed as beneficial for specific modifications, demonstrate prototypes of modification to NBC for feedback prior to delivery.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	<ul style="list-style-type: none"> • Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Interface BRD Document(s) • Use Case Document(s)
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Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface and Modifications Discovery Agenda delivered	AUS
✓ 3 rd Party Vendor participation secured (if applicable)	NBC
✓ Staff SME participation secured	NBC

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface and Modifications Discovery Workshop complete	AUS
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface and Modifications Discovery Workshop	NBC
✓ Interface BRD Document(s) delivered	AUS
✓ Use Case Document(s) delivered	AUS
✓ Interface BRD(s) and Use Case Document(s) signed off 10 days from receipt	NBC

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

NBC will complete a reports template that will outline all the required CIS reports needed to support their business. Advanced will perform an analysis to review NBC's CIS Infinity reporting requirements. Advanced will work with NBC to align each required report to an already existing report in CIS Infinity.

Any required report that does not have a standard report match or has not been identified below as a required custom report, will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. NBC will need to provide the logic to complete these reports.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	<ul style="list-style-type: none"> • Reports Discovery • Reports Analysis Spreadsheet
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Subtask 3.4.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Reports Analysis Spreadsheet delivered	AUS
✓ Reports Analysis Spreadsheet populated with all NBC's reports one month prior to scheduled Reports Discovery Workshop	NBC
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	AUS

Subtask 3.4.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Reports Discovery Workshop conducted	AUS
✓ SME attendance at Reports Discovery Workshop	NBC

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote Bill Print Discovery Workshop. This workshop will be led by Advanced to review of all bill print types, notices and receipts including e-bills (Infinity.Link).

NBC outsources its bill print to Cathedral, a third-party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that NBC can re-print these documents in house if desired. Advanced will produce a Bill Print Specification which include simulated screen shots for review and acceptance by NBC.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	<ul style="list-style-type: none"> • Bill Print Discovery Workshop • Bill Print Specifications
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Subtask 3.4.2 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Bill Print Samples provided	AUS
✓ Agenda for Bill Print Discovery delivered	AUS

✓ Bill print vendor capabilities/restrictions	NBC
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Subtask 3.4.2 – Exit Criteria

Criteria	Responsible Party
✓ Bill Print Discovery Workshop conducted	AUS
✓ SME attendance at Discovery Workshop	NBC
✓ Bill Print Specifications Document delivered	AUS
✓ Client review and sign off of Bill Print Specifications Document within 10 days of receipt	NBC

Subtask 3.4.3 – Infinity.Link Discovery

Advanced will conduct an onsite or remote Infinity.Link Discovery Workshop. This workshop will be led by Advanced and will review NBC's Infinity.Link customer web requirements including a detailed review of NBC's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, NBC will complete the Infinity.Link Checklist provided by Advanced.

Advanced will deliver an Infinity.Link Discovery Document that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	<ul style="list-style-type: none"> • Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document
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Subtask 3.4.3 – Entry Criteria

Criteria	Responsible Party
✓ Infinity.Link Technical Checklist delivered	AUS
✓ Infinity.Link Technical Checklist complete and returned 2 weeks prior to Discovery Workshop	NBC
✓ Infinity.Link Discovery Agenda delivered	AUS

Subtask 3.4.3 – Exit Criteria

Criteria	Responsible Party
✓ Infinity.Link Discovery Workshop conducted	AUS

✓ SME attendance at Discovery Workshop	NBC
✓ Infinity.Link Discovery Document delivered	AUS
✓ Infinity.Link Discovery Document reviewed and signed off 10 days from receipt	NBC

Subtask 3.5 – Phase 5 – Initial Configuration and Conversion

NBC will provide a data extract to Advanced that will be loaded onto Advanced's secured FTP site. Advanced will convert NBC's data so that it can be loaded into CIS Infinity. Advanced will create mapping from legacy to CIS Infinity. Advanced will develop a conversion routine to reflect the requirements of NBC.

Advanced's Conversion Specialist will prepare the Initial Data Conversion and Configuration to be delivered and loaded onsite. The results for the Data Validation parameters specified in the Data Conversion Plan will be included for review by NBC.

Advanced will assist NBC in identifying Baseline Accounts (approximately 150) which are a representative cross section of NBC customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document.

Subtask 3.5 – Deliverables

Subtask 3.5 Deliverables	<ul style="list-style-type: none"> • Initial Data Conversion Load • Data Validation Results • Initial Configuration Rollout • Generic Testing Scripts/documents including conversion, End to End Testing, Bill Print Scenarios
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Subtask 3.5 – Entry Criteria

Criteria	Responsible Party
✓ New data cut that includes 100% of the data from legacy system(s) and provided no later than 2 weeks prior to Initial Rollout	NBC
✓ Data Validation Parameters Finalized	AUS and NBC
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	NBC
✓ Data Conversion Plan and Data Mapping signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	NBC
✓ Initial Rollout Agenda delivered	AUS

✓ Baseline Accounts established, documented and provided to AUS	NBC
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Subtask 3.5 – Exit Criteria

Criteria	Responsible Party
✓ Initial Data conversion load and onsite rollout that includes no less than 80% of the data mapped to a field in CIS Infinity	AUS
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces	AUS
✓ Onsite Initial Rollout complete	AUS and NBC
✓ Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and NBC
✓ All generic testing documents delivered including: conversion, End to End Testing, Bill Print Scenarios	AUS
✓ Review of Issues Tracking Tool	AUS
✓ Commencement of conversion testing against Baseline Accounts	NBC

Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide, as part of the Training Plan in Subtask 1.1 and Project Initiation in Subtask 3.1, the specific training timelines and topics to be provided to NBC.

NBC Core Team will be trained on Daily Processing, Cash, Billing and Collections prior to the start of the Discovery sessions. This training is typically conducted over two weeks. This training will help ensure that the basic functionality of CIS Infinity is understood prior to the Discovery Sessions. After the Discovery sessions, NBC Core Team will complete training on all other areas of CIS Infinity. This training is typically conducted over three weeks. A full training syllabus is included in the Training Plan.

Core Team training will show all aspects of CIS Infinity functions to introduce NBC to alternative methods to operate the CIS Solution and to document proposed changes to existing business processes. Each Core Team training session will include NBC's subject matter experts to ensure that business objectives are met. Core Team training will also include the Issues Tracking Tool tracking tool.

Additionally, Core Team Training will cover Client Owned Control Forms that NBC will be responsible for configuring in preparation for Testing and Go Live. ie. Security, System Administration, Letters, Actions, Service Order Generation.

During training sessions, NBC will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in the Issues Tracking Tool by NBC. Advanced will assist NBC with this process to ensure all items are documented through the Issues Tracking Tool. Deficiencies can be entered into the Issues Tracking Tool by NBC testers or Advanced's testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

Advanced is responsible for fully testing and correcting any deficiencies found during training.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	<ul style="list-style-type: none"> • Standard CIS Infinity Training Agendas • Standard CIS Infinity Training Workbooks • Completion of onsite Instructor-Led Core Team Training • Issues Tracking Tool Training for software issue entry and tracking
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Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agendas and Workbooks delivered	AUS
✓ Training Room/workstations/software/participants available for training	NBC
✓ CIS Infinity System QA'd and prepared for Training	AUS

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Onsite Instructor Led Core Team Training delivered	AUS
✓ 90% Attendance rate from Core Team at all sessions	NBC

Subtask 3.7 – Phase 7– Reports Development and Delivery

A specification/mockup will be created for review and acceptance by NBC for reports identified as custom in the Reports Discovery phase (Subtask 3.4.1) and documented by Advanced in the Reports Analysis Spreadsheet.

Custom reports will be developed and delivered by Advanced once NBC has signed off on the specifications. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.7 Deliverables	<ul style="list-style-type: none"> • Custom Reports Specification, Development & Delivery (if applicable)
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Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	NBC
✓ Reports Discovery Workshop complete	AUS

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	AUS
✓ Custom Reports Specification Document(s) for all identified custom reports reviewed and signed off within 10 days of receipt	NBC
✓ Custom Report(s) Delivery at start of ITC1	AUS
✓ Custom Reports(s) Testing and Signoff no later than the end of ITC2	NBC

Subtask 3.8 – Phase 8 – Interface/Modification Delivery**Subtask 3.8.1 – Configurable Interface Delivery**

Once a configuration type interface as identified in Subtask 2.2 has been configured, unit tested and QA'd internally by Advanced, NBC will be notified that the interface is ready to be released and available for testing. Advanced will roll out the interfaces remotely via WebEx according to a mutually agreed schedule.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	<ul style="list-style-type: none"> Rollout of Configuration Type Interfaces
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Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each configurable interface provided during Functional Discovery	NBC
✓ 3 rd Party Vendor participation in Interface Discovery process (if applicable)	NBC

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Configuration of all configurable interfaces complete	AUS
✓ Rollout Instructions provided for each configurable interface	AUS
✓ Testing of interfaces with 3 rd party vendor participation (if applicable)	NBC

Subtask 3.8.2 – Modified Software and Modified Interfaces Delivery

Once each of the modified interface/software as identified in Subtask 2.1 and Subtask 2.3 has been developed, unit tested and QA'd internally by Advanced and successfully compiled, NBC will be notified that the interface/modification is ready to be released and deployed in NBC's environment through an

executable or build. Advanced will roll out the modifications either onsite or remotely via WebEx according to a mutually agreeable schedule.

Subtask 3.8.2 – Deliverables

Subtask 3.8.2 Deliverables	<ul style="list-style-type: none"> Rollout of Modified Software and Interfaces
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Subtask 3.8.2 – Entry Criteria

Criteria	Responsible Party
✓ Interface and Modifications Discovery Workshop complete	AUS
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface and Modifications Discovery Workshop	NBC
✓ Interface BRD Document(s) delivered	AUS
✓ Use Case Document(s) delivered	AUS
✓ Interface BRD and Use Case Documents signed off 10 days from receipt	NBC

Subtask 3.8.2 – Exit Criteria

Criteria	Responsible Party
✓ Development of modified software and modified interfaces	AUS
✓ Coordination and compilation of code and internal QA process for new build release	AUS
✓ Application of new build containing code changes required for all modified software and modified interfaces to NBC's onsite system during Refresh load for ITC1	AUS
✓ Rollout Meeting scheduled for each modification during ITC1	AUS

Subtask 3.9 – Phase 9 – Software Testing

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

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and NBC will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or

system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by NBC. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and NBC 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 so that they will be resolved within a timely manner. The Advanced PM or designate will document to the NBC Project Manager (in detail) the issue or defect, the resolution or 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. Periodically, throughout the Testing phases, Advanced's trainer will be onsite to conduct On the Job Learning sessions. On the Job Learning provides training/testing assistance to the Core Team. It is generally informal and client driven based on their individual roles.

NBC will provide Advanced with evidence through schedules and various other methods of testing documentation that testing is being done and progressing through the test phases.

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

Subtask 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, NBC will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	<ul style="list-style-type: none"> • Functional Test Data Conversion Refresh and Validation Report • Rates Testing Matrix
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Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Data conversion load that includes 100% of the data mapped to a field in CIS Infinity	AUS
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	AUS
✓ Data Validation items requiring investigation from Initial Rollout worked	AUS and NBC
✓ Conversion Testing against Baseline Accounts complete and issues reported in Issues Tracking Tool	NBC

✓ Conversion issues identified and reported no less than 10 days prior to scheduled Functional Refresh start date	NBC
✓ Conversion issues reported no less than 10 days prior to scheduled Functional Refresh start date fixed for Functional Testing load	AUS
✓ Data Refresh timelines recorded for the data cut, conversion and load	AUS and NBC
✓ Customized Testing Documents designed and functional test cases created	NBC
✓ Executed Contract with Payment Processor	NBC

Subtask 3.9.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Onsite technical and training presence for initial week of Functional Testing	AUS
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	NBC
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	NBC
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	AUS and NBC
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	NBC
✓ Successful resolution of 80% of configuration type tickets reported no less than 15 days from scheduled ITC1 Refresh start date	AUS
✓ Review of prototype for modified software(s) as defined in 3.3	AUS and NBC

Subtask 3.9.1.1 – Business Process Review

An onsite Business Process Review (BPR) will be conducted by Advanced toward the end of Functional Testing in order to validate that NBC's business rules align with the configuration made to CIS Infinity.

Subtask 3.9.1.1 – Business Process Review Deliverables

Subtask 3.9.1.1 Deliverables	<ul style="list-style-type: none"> • BPR Workshop • Updated Process Flows for Cash, Billing, Collections, Metering
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Subtask 3.9.1.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Testing Validation against Functional Discovery document	NBC
✓ To Be Processes from Functional Discovery Workshop documented and complete	NBC

Subtask 3.9.1.1 – Exit Criteria

Criteria	Responsible Party
✓ Onsite BPR Workshop conducted	AUS
✓ Updated Process Flows for Cash, Billing, Collections and Metering delivered	AUS and NBC
✓ SME's and business process owner attendance at BPR Workshop	NBC
✓ Updated configuration requirements documented and updated in Functional Discovery Document	AUS
✓ Sign off of Updated Functional Discovery Document	NBC
✓ Updated configuration requirements at BPR submitted into Issues Tracking Tool	NBC

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by NBC to confirm that the data conversion and business processes are functioning as expected. ITC is broken down into two sub-phases.

ITC1 is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC1. It includes testing of all end to end processes and all Client Owned Control Forms (service orders, actions, letter generation, security, admin).

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	<ul style="list-style-type: none"> • ITC1 Data Conversion Refresh and Validation Report • ITC2 Data Conversion Refresh and Validation Report • ITC1 Build Release for Modifications • ITC2 Build Release for Modifications
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Subtask 3.9.2 – Entry Criteria ITC1

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	NBC
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	NBC
✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and NBC
✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	NBC
✓ Successful resolution of 70% of critical path configuration type tickets reported no less than 10 days from ITC1 Refresh start date	AUS
✓ Configuration of all configurable interfaces complete	AUS
✓ Rollout Instructions provided for each configurable interface	AUS
✓ Client Owned Control Forms 60% complete which must include Service Order Types	NBC
✓ Infinity.Link configuration/GUI commencement	NBC

Subtask 3.9.2 – Exit Criteria ITC1

Criteria	Responsible Party
✓ Onsite technical and training presence for initial week of ITC1 Testing	AUS
✓ Build Release(s) applied for modified software and modified interfaces	AUS
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	NBC
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Bill Print Testing complete and anomalies reported in Issues Tracking Tool	NBC
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	NBC
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	NBC
✓ Client Owned Control Forms 80% complete	NBC
✓ Infinity.Link configuration/GUI 80% complete	NBC

✓	
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Subtask 3.9.2 – Entry Criteria ITC2

Criteria	Responsible Party
✓ End to end testing using customized test documents and test cases and anomalies reported in Issues Tracking Tool	NBC
✓ Successful retesting of fixed conversion items and anomalies reported in Issues Tracking Tool	NBC
✓ ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and NBC
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date	AUS
✓ Successful Testing of 80% of Client Owned Control Forms	NBC
✓ Resolution of Bill Print tickets reported no less than 10 days from scheduled Refresh start of ITC2	AUS
✓ Resolution of Reports tickets reported no less than 10 days from scheduled Refresh start of ITC2	NBC
✓ Infinity.Link configuration/GUI complete and ready for Testing in ITC2	NBC
✓ NBC Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link	NBC

Subtask 3.9.2 – Exit Criteria ITC2

Criteria	Responsible Party
✓ Onsite technical and training presence for initial week of ITC2Testing	AUS
✓ Retesting of interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	NBC
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓ Bill Print Testing complete and any anomalies reported in Issues Tracking Tool	NBC
✓ Report Testing complete and signed off	NBC

✓ Client Owned Control Forms complete	NBC
✓ Cycle Billing Testing Complete and signed off	NBC
✓ Infinity.Link Testing complete and any anomalies reported in Issues Tracking Tool	NBC

Subtask 3.9.3 - 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 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 NBC to select the integration test scripts that will be used during UAT.

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

Advanced will work with NBC to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	<ul style="list-style-type: none"> • UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
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Subtask 3.9.4 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	AUS and NBC
✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	NBC
✓ Successful resolution of 100% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓ Successful resolution of 100% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	AUS
✓ Bill Print Testing completed and signed off	NBC
✓ Reports Testing completed and signed off	NBC
✓ System Code Freeze	AUS
✓ Final review of Client Owned Control Forms	NBC
✓ Infinity.Link Issues reported not less than 10 days from scheduled UAT Refresh fixed	AUS

✓ Infinity.Link Testing complete and any anomalies reported in Issues Tracking Tool	NBC
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Subtask 3.9.4 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	NBC
✓ Successful resolution of all critical path conversion and configuration type tickets	AUS
✓ Successful completion of all Client Owned Control Forms	NBC
✓ Regression and stress test executed successfully	NBC
✓ Successful testing of Payment Processor	NBC
✓ Successful testing of Infinity.Link	NBC

Subtask 3.10 – Phase 10 – End User Training

Advanced will provide End User training to NBC to secure a working knowledge of the CIS Solution. As part of the Training Plan, Advanced will work with NBC to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and NBC staff attendance needs.

End User Training Sessions will be conducted by an Advanced Trainer with NBC availability to answer participant questions pertaining to NBC business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, NBC will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	<ul style="list-style-type: none"> • Completion of onsite Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form
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Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	AUS
✓ End User Training Plan Matrix completed	NBC
✓ End User Training Schedule created	AUS and NBC

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
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✓ All End User Training sessions required for Go Live complete	AUS
✓ End Users absent or requiring additional assistance/training from End User Training identified	AUS
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	NBC

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

NBC will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, NBC shall issue 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 live. This plan details the steps and responsibilities for Advanced and NBC to transition the CIS Solution to NBC 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 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 that documents that the system has been handed to NBC in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	<ul style="list-style-type: none"> • Go/No Go Criteria • Cut-Over Plan • Formal NBC Authorization to Transition to Live
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Subtask 3.11 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ System is in a readiness state for all critical path items	AUS and NBC
✓ NBC has invoked Change Management plan (employees, customers, vendors)	NBC
✓ End Users trained	AUS or NBC

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	AUS and NBC
✓ Organizational Readiness Plan finalized	AUS and NBC
✓ Go/No Go Meeting	AUS and NBC
✓ Authorization to Go Live	NBC
✓ Post Cut-Over List of Tasks	AUS and NBC

Subtask 3.12 – Phase 12 – Transition to Live

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

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by NBC and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 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
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Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	AUS and NBC
✓ End Users trained	AUS and NBC
✓ 3 rd Party Vendors communicated and on board	NBC
✓ Execution of Organizational Readiness Plan	AUS and NBC

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	NBC
✓ Post Live Items identified	AUS

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist NBC throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to NBC:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, NBC will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	<ul style="list-style-type: none"> • Monthly Support Log • Transition to Support
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Subtask 3.13 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go Live Signed Off	NBC
✓ Post Live Items identified	AUS

Subtask 3.13 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Post Live Items resolved	NBC and AUS
✓ Project Completion Punch List documented	AUS
✓ Transition to Support Group	AUS

Schedule 1 – Fee Structure and Services Payment Milestones

	Description	Quantity/ Hours	Cost
Services Fees	Project Management	600	105,000
	Discoveries	400	70,000
	Data Conversion	600	105,000
Services Fees Estimated Travel Related Expenses Annual License Fees	Installation and Configuration (includes Link Configuration of 150 hours)	1400	245,000
	Training	600	105,000
	Interfaces & Modifications	160	28,000
	Custom Reports	-	-
	Post Live Support	320	56,000
	Total Service Fees	4,080	714,000
	Travel Expenses: Billed monthly as incurred per the Software Implementation Services Agreement		108,000
Estimated Travel Related Expenses	Total One Time including Expenses		822,000
	REST API (inclusive of Advanced Web Service)		9,225
Annual License Fees Year One Support Fees	Total Annual License Fees		9,225
	CIS Infinity (inclusive of Infinity.Link)		61,250
	Infinity Mobile		N/A
	Total Year One Support Fees		61,250
Year One Support Fees	Total Annual Fees		70,475
	TOTAL		892,475

Additional services required by NBC 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 \$225/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

License Payment Milestones

100% due on Contract Execution

Service Payment Milestones

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

Reference	Milestone – NBC will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Gross Invoice Amount	Estimated Month of Completion
MP1	Project Management Month 1	\$ 8,751	1
MP2	Project Management Month 2	\$ 8,751	2
MP3	Project Management Month 3	\$ 8,751	3
MP4	Project Management Month 4	\$ 8,751	4
MP5	Project Management Month 5	\$ 8,751	5
MP6	Project Management Month 6	\$ 8,751	6
MP7	Project Management Month 7	\$ 8,751	7
MP8	Project Management Month 8	\$ 8,751	8
MP9	Project Management Month 9	\$ 8,751	9
MP10	Project Management Month 10	\$ 8,751	10
MP11	Project Management Month 11	\$ 8,751	11
MP12	Project Management Month 12	\$ 8,739	12
MP13	Installation of CIS Infinity Sign off	\$ 42,000	1
MP14	Delivery of Functional Discovery Workshops	\$ 49,000	3
MP15	Functional Discovery Document Signoff	\$ 4,200	5
MP16	Delivery of Data Conversion Workshop	\$ 31,500	4
MP17	Data Conversion Plan Sign off	\$ 6,300	5
MP18	Delivery of Modified Interfaces & Enhancement Workshop	\$ 14,000	4
MP19	Delivery Specifications - Modified Interfaces	\$ 11,200	6
MP20	Bill Print Discovery Workshop	\$ 1,400	4
MP21	Delivery of Bill Print specifications	\$ 10,500	5
MP22	Custom Reports Discovery Workshop	\$ 1,400	4
MP23	Initial Conversion Rollout	\$ 36,750	6
MP24	Initial Configuration Rollout	\$ 69,300	6
MP25	Completion of Core Team Training Week 1	\$ 15,750	2

MP26	Completion of Core Team Training Week 2	\$ 15,750	2
MP27	Completion of Core Team Training Week 3	\$ 15,750	5
MP28	Completion of Core Team Training Week 4	\$ 15,750	5
MP29	Data Refresh # 2 Load (Functional Testing)	\$ 10,500	7
MP30	Completion of Functional Testing	\$ 21,000	8
MP31	On the Job Learning - Functional Testing	\$ 5,250	7
MP32	Delivery of Bill Print	\$ 10,500	8
MP33	Bill Print completion Sign-off	\$ 4,200	11
MP34	Data Refresh # 3 Load (ITC #1)	\$ 10,500	8
MP35	On the Job Learning - ITC1 Testing	\$ 5,250	8
MP36	Completion of Integration Testing Cycle 1	\$ 21,000	9
MP37	Delivery of Modified Interfaces Workshop	\$ 16,800	4
MP38	Data Refresh # 4 Load (ITC #2)	\$ 5,250	9
MP39	On the Job Learning - ITC2 Testing	\$ 5,250	10
MP40	Completion of Integration Testing Cycle 2	\$ 10,500	11
MP41	Data Refresh # 5 Load (UAT)	\$ 4,200	11
MP42	On the Job Learning - UAT Testing	\$ 5,250	11
MP43	Completion of User Acceptance Testing	\$ 10,500	12
MP44	Delivery of End User Training - Week 1	\$ 5,250	10
MP45	Delivery of End User Training - Week 2	\$ 5,250	10
MP46	Delivery of End User Training - Week 3	\$ 5,250	11
MP47	Delivery of End User Training - Week 4	\$ 5,250	11
MP48	Infinity.Link Workshop	\$ 8,750	5
MP49	Installation of Infinity.Link	\$ 26,250	2
MP50	Go-No-Go Document Delivery	\$ 2,100	11
MP51	Go Live	\$ 8,400	12
MP52	Post Live Support Month 1	\$ 28,000	13
MP53	Post Live Support Month 2	\$ 28,000	14
	Total Professional Services	\$ 714,000	
	Total Project (exc. of license and travel)	\$ 714,000	

Appendix A – Draft Project Schedule

Appendix B – Table of Responsibilities for Deliverables

Del #	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 NBC. 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 NBC Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Hardware ready for Software Installation	Application and database server (production and test) are on NBC network and the operating system and database software have been loaded.	NBC
4	3	3.1	Project Kick-Off Meeting	On-Site 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.	NBC
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 NBC 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 NBC's testing approach.	Advanced
12	3	3.1	CIS Infinity Server Installation	Installation of CIS Infinity on NBC servers.	Advanced
13	3	3.1	Installation Training	Installation training for technical personnel.	Advanced
14	3	3.1	Desktop Client Installation	NBC to install client on remaining desktops.	NBC
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and NBC project team members' contact information.	Advanced
17	3	3.1	System Overview	CIS Infinity system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide NBC with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. NBC users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced
19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
20	3	3.2	Data Requirements for Functional Workshops	NBC to provide business process documentation as identified in Subtask 3.2.	NBC
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning NBC business processes and educating NBC about the features and limitations of the software. Advanced will lead the sessions with NBC business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.2.2	Legacy System Conversion Information	NBC to provide Advanced with key information to assist Advanced in developing the conversion programs and activities. Legacy CIS table layouts, ERDs (if available), screen shots, baseline accounts etc. to be provided by NBC.	NBC
24	3	3.2.2	Data Conversion Discovery Analysis Workshop	Sessions that will assist Advanced in determining the best approach to converting legacy data. Advanced will lead these sessions with NBC technical and conversion/legacy data experts participating.	Advanced
25	3	3.2.2	Data Conversion Plan	Plan that defines detailed processes and tools that will be utilized for the conversion and includes data mapping, legacy data quality assessment, data cleansing, technical design, development and testing. It will also define timing for when data cleansing will be complete as well as defining the amount of historical data that will be converted. The Plan will also identify data conversion validation parameters that define how the source and target data will be reviewed and validated as being correctly extracted.	Advanced
26	3	3.2.2	Data Cleansing and Initial Data Extract from Legacy CIS	NBC to perform data cleansing activities as identified during the Data Conversion Discovery Workshop. NBC to provide an initial extract of Legacy CIS data in the agreed upon format to Advanced. Data extract from the legacy system will be repeated for each test conversion.	NBC
27	3	3.3	Interface/Modification Discovery Workshop Agendas	Documents that outlines the items to be discussed during the Interface/Modification Discovery Workshop.	Advanced
28	3	3.3	Interfaces/Modification 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
29	3	3.3	Configuration/Specifications for Interfaces/Modifications	BRD and Use Case Documentation for interfaces/modifications identified in Task 2.1 and 2.3. Configuration rollout document for interfaces identified in Subtask 2.2.	Advanced
30	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of NBC. Advanced will lead the sessions with NBC business process experts participating.	Advanced
31	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by NBC and designates those reports that are standard within CIS Infinity and those that require modification.	Advanced
32	3	3.4.2	Bill Print Discovery Workshop	Session to review of all bill print types, notices, receipts including a review of the bill printing and bill re-printing processes. Advanced will lead the sessions with NBC experts participating.	Advanced

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
33	3	3.4.2	Bill Print Specification	Specification for bill print design	Advanced
34	3	3.4.3	Infinity.Link Discovery Workshop	Session that will assist Advanced in learning how NBC will deploy Link service orders and educating NBC about the features and limitations of the software. Advanced will lead the sessions with NBC business and technical experts participating.	Advanced
35	3	3.4.3	Infinity.Link Technical Checklist	Document that captures the technical environment in which Infinity.Link will be deployed. NBC to complete the checklist with Advanced's assistance.	NBC
36	3	3.4.3	Infinity.Link Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity.Link.	Advanced
37	3	3.4.4	Infinity.Link Discovery Workshop	Session that will assist Advanced in learning how NBC will deploy the customer web portal and educating NBC about the features and limitations of the software. Advanced will lead the sessions with NBC business and technical experts participating.	Advanced
38	3	3.4.4	Infinity.Link Technical Checklist	Document that captures the technical environment in which Infinity.Link will be deployed. NBC to complete the checklist with Advanced's assistance.	NBC
38	3	3.4.4	Infinity.Link Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity.Link.	Advanced
40	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on NBC's system.	Advanced
41	3	3.5.1	Baseline Accounts	NBC, with Advanced's assistance will identify baseline accounts to be used for testing.	NBC
42	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
43	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
44	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
45	3	3.6	Training Workbooks	Standard Training Workbooks that will be used to facilitate Core Team and End User training execution for each training course identified in the Training Plan.	Advanced
46	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
47	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
48	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 of this SOW.	Advanced
49	3	3.8.2	Software and Interfaces Modifications: Code, Testing and Rollout	Coding of Modifications and Interfaces as described in Task 2.1 of this Statement of Work. Advanced developed interfaces will be tested/QA'd by Advanced before integrating into NBC environment.	Advanced
50	3	3.9.1, 3.9.2, 3.9.3.	Legacy Data Refreshes	NBC to provide Advanced an extract of Legacy CIS data in the agreed upon format throughout the testing phases (Functional, ITC1, ITC2, UAT), as required. Six data refreshes are anticipated throughout the project, which include the data refresh prior to Go Live. Advanced will support NBC where required.	NBC

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
51	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on NBC's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
52	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
53	3	3.9.1, 3.9.2, 3.9.3.	System Testing	NBC 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.	NBC
54	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. NBC is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of NBC.	Advanced
55	3	3.9.2	Build Releases (ITC1 and ITC2)	Installation of new builds on NBC's system which include NBC's modified software and interfaces.	Advanced
56	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on NBC's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
57	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on NBC's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
58	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
59	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
60	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
61	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and NBC during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
62	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on NBC's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
63	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by NBC.	Advanced
64	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and/or onsite presence.	Advanced
65	3	3.13	Support Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the 4th day of October, 2017.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

The Narragansett Bay Commission, Providence, R.I.
("Organization")

RECITALS

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

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Harris and the Organization agree as follows (hereinafter the Organization and Harris may collectively be referred to as the "Parties" and each individually as a "Party"):

ARTICLE I INTERPRETATION

1.1 Definitions

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

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

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

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

1.2 **Schedules**

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

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

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

ARTICLE II CONSULTING SERVICES

2.1 **Harris’s Services**

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

- (a) Oversee and implement the conversion from the Organization’s existing software applications to Harris’s Software.
- (b) Install the Software and perform necessary set up and configuration operations.

(c) Provide training.

(i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Said non-recoverable direct costs being more fully described under Paragraph 6 of the Support and Maintenance Agreement entered into by the Parties. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.

- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two Parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a Party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III.

2.2

Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

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

2.3

Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Organization agrees that the acquisition of the

Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.

- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.
 - (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from

any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

- (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty

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

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

3.2 No Other Warranties

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

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- (a) The Organization agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.
- (c) The Organization shall reimburse Harris for (1) its reasonable direct travel expenses including, but not limited to reasonable fees for hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$95.00 per hour; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays said rates being inclusive of all meal, food and telecommunications expenses (no receipts will be provided) not to include alcohol; (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Organization is a tax-exempt entity.

4.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either Party's work effort required under this Agreement, the Parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either Party causes or requests a change that, in the reasonable opinion of the other Party, materially impacts the scope of the Parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a Party to provide additional work hours, the other Party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes

regarding changes shall be handled initially by discussions between the Parties which will be convened in good faith by the Parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C"

ARTICLE V REMEDIES AND LIABILITY

5.1 Remedies and Liability

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

5.2 Intent

The Parties agree that the limitation of liability as set out in Section 5.1 above shall apply under all circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract) unless stated otherwise in this Agreement. For the purposes of Section 5.1 only, a Party relying on the limitation of liability shall be deemed to include that Party's employees, commissioners, shareholders, directors, officers, employees, elected officials and affiliates.

5.3 Remedies

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

ARTICLE VI GENERAL

6.1 Force Majeure

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

6.2 Confidentiality

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- (b) Harris acknowledges and understands the Organization may release the terms of this Agreement, in whole or in part, in accordance with a public records request made pursuant to R.I. Gen. Laws § 38-2-1, *et seq.* (as may be amended from time to time). Harris understands, acknowledges, and agrees that the Organization will respond to such a public records request within ten (10) business days as prescribed by R.I. Gen. Laws § 38-2-1, *et seq.* (as may be amended from time to time) unless an extension is necessary and validly obtained. The Organization will promptly notify Harris after it receives a public records request as described in this section.

6.3

Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The Parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (c) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services

performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either Party in either the Support and Maintenance Agreement or the Software License Agreement.

6.4 Mediation

Except where this Agreement explicitly states that this Section does not apply, the Parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator mutually agreeable to the Parties or a mediator appointed by mediation services mutually agreeable to the Parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) calendar days after either Party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either Party), is to be shared by the Parties equally. If the Parties are unable to resolve the claim, controversy or dispute within ninety (90) calendar days after the date either Party provides the other notice of mediation, then either Party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the Parties.

6.5 Addresses for Notice

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

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

and in the case of the Organization, to:

Narragansett Bay Commission

1 Service Rd
Providence, RI 02905
Attention: Brendon McLean
Telephone: 401-461-8848

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

6.6 Assignment

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

6.7 Reorganizations

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

6.8 Entire Agreement

This Agreement shall constitute the entire agreement between the Parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter hereof unless the Parties otherwise agree in writing. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. However, the Parties agree that two other agreements are being entered into concurrently with this Agreement. These two other agreements are the Support and Maintenance Agreement and the Software License Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

6.9 Section Headings

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

6.10 Governing Law

This Agreement shall be governed by the laws of the State of Rhode Island and, as applicable, the federal law of the United States.

6.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any Party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

6.12 Invalidity

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

6.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both Parties. Forbearance or indulgence by either Party in any regard shall not constitute a waiver of the term or condition to be performed, and either Party may evoke any remedy available under the Agreement or by law despite such forbearance or indulgence.

6.14 Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument. The executed counterpart may be sent to the other Party electronically via facsimile or e-mail in a format that is readable by the other Party.

6.15 Survival

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

6.16 Competitive Bid

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

6.17 Further Assurances

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

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

N. HARRIS COMPUTER CORPORATION

Per: 

Name: Peter Panous

Title: Executive Vice President

The Narragansett Bay Commission

Per: 

Name: Raymond J. Marshall

Title: Executive Director

Schedule "A"
Scope of Work

Schedule "B"
Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are \$822,000.00, which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

	Description	Quantity/ Hours	Cost
Services Fees	Project Management	600	\$122,500
	Discovery	400	\$70,000
	Data Conversion	600	\$105,000
	Configuration	1,400	\$210,000
	Training	600	\$105,000
	Interfaces	160	\$35,000
	Modifications	0	0
	Custom Reports	0	0
	Post Live Support	320	\$28,000
	Total Implementation Service Fees	4,080	\$714,000
Estimated Travel Related Expenses	Estimated to be 40 trips. Harris estimates that this will be sufficient to complete the project. Any additional trips will subject to negotiation and approval.		\$108,000
	Total		\$822,000

Implementation Service Fees Payment Milestones

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

MP22	Custom Reports Discovery Workshop	\$ 1,400	4
MP23	Initial Conversion Rollout	\$ 36,750	6
MP24	Initial Configuration Rollout	\$ 69,300	6
MP25	Completion of Core Team Training Week 1	\$ 15,750	2
MP26	Completion of Core Team Training Week 2	\$ 15,750	2
MP27	Completion of Core Team Training Week 3	\$ 15,750	5
MP28	Completion of Core Team Training Week 4	\$ 15,750	5
MP29	Data Refresh # 2 Load (Functional Testing)	\$ 10,500	7
MP30	Completion of Functional Testing	\$ 21,000	8
MP31	On the Job Learning - Functional Testing	\$ 5,250	7
MP32	Delivery of Bill Print	\$ 10,500	8
MP33	Bill Print completion Sign-off	\$ 4,200	11
MP34	Data Refresh # 3 Load (ITC #1)	\$ 10,500	8
MP35	On the Job Learning - ITC1 Testing	\$ 5,250	8
MP36	Completion of Integration Testing Cycle 1	\$ 21,000	9
MP37	Delivery of Modified Interfaces Workshop	\$ 16,800	4
MP38	Data Refresh # 4 Load (ITC #2)	\$ 5,250	9
MP39	On the Job Learning - ITC2 Testing	\$ 5,250	10
MP40	Completion of Integration Testing Cycle 2	\$ 10,500	11
MP41	Data Refresh # 5 Load (UAT)	\$ 4,200	11
MP42	On the Job Learning - UAT Testing	\$ 5,250	11
MP43	Completion of User Acceptance Testing	\$ 10,500	12
MP44	Delivery of End User Training - Week 1	\$ 5,250	10
MP45	Delivery of End User Training - Week 2	\$ 5,250	10

MP46	Delivery of End User Training - Week 3	\$ 5,250	11
MP47	Delivery of End User Training - Week 4	\$ 5,250	11
MP48	Infinity.Link Workshop	\$ 8,750	5
MP49	Installation of Infinity.Link	\$ 26,250	2
MP50	Go-No-Go Document Delivery	\$ 2,100	11
MP51	Go Live	\$ 8,400	12
MP52	Post Live Support Month 1	\$ 28,000	13
MP53	Post Live Support Month 2	\$ 28,000	14
	Total Professional Seviles	\$ 714,000	
	Total Project (exc. of license and travel)	\$ 714,000	

Schedule "C"
Sample Form Change Order

Change Order

(a) Contact & General Information

Client _____ Client _____ Contact _____ Client Email _____	Date _____ Software _____ Application _____
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------

(b)
(c) Description of Work

Attachments: ☐

(d) Client Approval

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

Client Signature

Date

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

(e) Internal Use Only

Customer # _____	Application # _____	Originated by # _____	PO# 0000000 _____
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SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 14th day of October, 2017.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

The Narragansett Bay Commission, Providence, R.I.
("Organization")

RECITALS

1. Harris owns the Software (as defined below);
2. The Organization wishes to acquire a license to utilize the Software
3. Harris wishes to grant the Organization a license to utilize the Software.
4. The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Harris and the Organization agree as follows (hereinafter the Organization and Harris may collectively be referred to as the "Parties" and each individually as a "Party"):

ARTICLE I. INTERPRETATION

Section 1.01 Definitions

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

- (a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Concurrent User License”** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule “A”.
- (d) **“Confidential Information”** means, with respect to a Party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the Parties to be considered confidential or proprietary, such as the Software, 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.
- (e) **“Designated Computer System”** shall mean the Organization's platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.
- (g) **“Go Live”** means the date the Software is in live production.
- (h) **“License”** means the license granted to the Organization pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.
- (i) **“License Agreement”** means this Software License Agreement.
- (j) **“Object Code Format”** means the original version of the software compiled into a machine-readable format.
- (k) **“Open Source” or “Quasi-Open Source”** means the definition developed by the Open Source Initiative as may be amended from time to time which presently may be found at <https://opensource.org/osd-annotated>
- (l) **“Release”** means an Update and an Upgrade.
- (m) **“Required Programs”** have the meaning set out in Section 3.03.

- (n) **“Site License”** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
- (o) **“Software”** means the software products that are listed in Schedule “A” and to which the License applies.
- (p) **“Source Code”** means the original version of the Software.
- (q) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, or minor additional functionality.
- (r) **“Upgrade”** means a major overhaul of the Software which is a complete new version of the Software.
- (s) **“User”** means any employee of Organization or any of Organization’s agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

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

Schedule “A” - Description of Software
 Schedule “B” - License Fees & Payment Schedule

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

ARTICLE II. SOFTWARE LICENSES

Section 2.01 Grant of Licenses

- (a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in Object Code Format on the Designated Computer System (the “License”) in consideration for the payment of the License fees. All Releases installed by Organization are subject to this License.

- (b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.
- (c) Any License granted under this License Agreement permits the Organization to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The Organization shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- (d) The Organization may duplicate Documentation, at no additional charge, for the Organization's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".
 - (i) A Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
 - (ii) A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The Organization may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

- (f) As between Harris and Organization, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

- (a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any other Party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any Open Source or Quasi-Open Source license agreement but in no event will Organization be liable for any actions taken relative to any portion of the Software or the Software as a whole that Harris voluntarily exposes to any Open Source or Quasi-Open Source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit Organization to do otherwise.
- (b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold 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 and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

- (a) The Organization acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the Organization agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any

less than would be taken by a reasonable person to safeguard its own confidential information.

- (c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the Organization is complying with its obligations, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with at least two (2) business days notice of any such audit.
- (d) The Organization may release Confidential Information, in whole or in part, in accordance with a public records request made pursuant to R.I. Gen. Laws § 38-2-1, *et seq.* (as may be amended from time to time). Harris understands, acknowledges, and agrees that the Organization will respond to such a public records request within ten (10) business days as prescribed by R.I. Gen. Laws § 38-2-1, *et seq.* (as may be amended from time to time) unless an extension is necessary and validly obtained. The Organization will promptly notify Harris after it receives a public records request as described in this section.

Section 2.05 Ownership and Disposition of Documents

- (a) The Parties agree that no materials or documents are being created for Organization by Harris under this License Agreement as of the effective date. 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, the Software and any other computer applications, shall continue to be the property of Harris.
- (b) Only where the Organization requests custom materials or documents, then upon the agreement of the Parties in writing as evidenced by a duly executed scope of work, the Organization shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the Organization so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant scope of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the scope of work will describe the license for such pre-existing Harris materials.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the Organization that:

- (a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs, and the hardware meets the

requirements of Section 3.03 (b). The Organization's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

- (b) it has the full right, authority and power to enter into this License Agreement and to grant to the Organization the Licenses and rights conveyed by this License Agreement; and
- (c) the Software is an original work of authorship pursuant to and as described by 17 U.S.C. §§ 102-103.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results;
- (b) that the operation of the Software will be error free.

Section 3.03 Required Programs

- (a) The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs, as detailed in the attached Schedule "A" (the "**Required Programs**"). The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- (b) Organization's hardware must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that Organization's hardware is not of sufficient quality, condition and repair, Harris shall notify Organization in writing of the Hardware deficiencies. Organization will strive to remedy any hardware deficiencies within thirty (30) calendar days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this License Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended, or other than as permitted in the relevant scope of work or in this License Agreement;
- (d) Organization's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV. FEES AND PAYMENTS

Section 4.01 Fees and Payments

- (a) The Organization agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. So long as Organization is/remains a tax-exempt entity, Organization will not be required to pay any taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.
- (b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement Organization shall have thirty (30) calendar days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

**ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY**

Section 5.01 Remedies and Liability

- (a) Termination of this License Agreement shall not affect any right of action of either Party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this License Agreement. The Parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the Parties under this License Agreement.
 - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.03, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE ORGANIZATION IN CONNECTION WITH THIS LICENSE AGREEMENT.
 - (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - (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, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The Parties agree that the limitation of liability as set out in Section 5.01 above shall apply under all circumstances (including as a result of a default under this License

Agreement, a tort related claim or breach of contract) unless stated otherwise in this License Agreement. For the purposes of Section 5.01 only, a Party relying on the limitation of liability shall be deemed to include that Party's employees, commissionees, shareholders, directors, officers, employees, elected officials and affiliates.

Section 5.03 Intellectual Property Indemnity

- (a) In the event there is a third Party claim against Organization alleging that Organization's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except as authorized by this Agreement or other Agreements between the Parties and/or with the prior written consent of Harris. Any breach by Organization of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.
- (b) The foregoing states Harris's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.
- (c) Organization may, at Organization's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the Parties to be the sole and exclusive remedies of the Organization for

liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI. GENERAL

Section 6.01 Confidentiality

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this License Agreement;
 - (iii) not to disclose or release such information;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and
- (b) (v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization. Duty Owed to Harris – The Parties agree that if the Organization breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a). No breach of Section 2.03 or Section 2.04 will occur if:
 - (i) The Organization responds to a public records request as described in Section 2.04(d) of this Agreement;
 - (ii) The Organization discloses Confidential Information to consultants, auditors, employees, commissioners contractors, subcontractors or agents of the Organization who have a need to know such Confidential Information for purposes expressly authorized by this Agreement and who are (i) bound in writing by confidentiality terms no less restrictive than those contained herein or (ii) bound by ethical requirements of their profession to keep such Confidential Information confidential; or
 - (iii) The Organization discloses Confidential Information to the extent required to comply with an order of a governmental authority with appropriate jurisdiction or as

required to be disclosed under applicable law, or any securities exchange requirement, provided that, if the Organization receives such an order, the Organization will promptly provide a copy of such order to Harris,

Section 6.02 Termination

- (a) If either Party should fail to comply with its obligations under this License 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, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If the breaching Party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, the other Party may terminate the whole of this License Agreement.
- (b) If Organization has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

- (a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) calendar days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall 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 either been returned to Harris or deleted.
- (b) If this License Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.
- (c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- (d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the Parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator mutually agreeable to the Parties or a mediator appointed by mediation services mutually agreeable to the Parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either Party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either Party), is to be shared by the Parties equally. If the Parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either Party provides the other notice of mediation, then either Party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the Parties. Nothing in this Section shall inhibit a Party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

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

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

and in the case of the Organization, to:

Narragansett Bay Commission
1 Service Rd
Providence, RI 02905
Attention: Brendon McLean
Telephone: 401-461-8848

Each Party may change its particulars respecting notice, by issuing notice to the other Party in the manner described in this Section 6.05.

Section 6.06 Assignment

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

Section 6.07 Reorganizations

The Organization acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 6.06 will apply, or a Reorganization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the Parties hereto with respect to the matters covered herein with respect to the License of the Software. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the Parties hereto with respect to the subject matter hereof unless the Parties otherwise agree in writing. However, the Parties agree that two other agreements are being entered into concurrently with this License Agreement. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

Section 6.09 Section Headings

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

Section 6.10 Governing Law

This License Agreement shall be governed by the laws of the State of Rhode Island and, as applicable, the federal law of the United States. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 6.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any Party, whether in contract, tort or otherwise, relating directly or indirectly to this License Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

Section 6.12 Invalidity

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

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both Parties. Forbearance or indulgence by either Party in any regard shall not constitute a waiver of the term or condition to be performed, and either Party may evoke any remedy available under the License Agreement or by law despite such forbearance or indulgence.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument. The executed counterpart may be sent to the other Party electronically via facsimile or e-mail in a format that is readable by the other Party.

Section 6.15 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably

necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder,

IN WITNESS WHEREOF the Parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous

Title: Executive Vice President

The Narragansett Bay Commission

Per: _____

Name: Raymond T. Marshall

Title:

Executive Director

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License	1

Required Operating System & Programs for CIS Infinity (V4) and Add-On Products

CIS Infinity Version 4 Requirements

Application Server Operating System

- Windows Server 2008 or Higher
- Microsoft Internet Information Service (IIS 7.5)
- PHP/DokuWiki for CIS Help wiki system

Optional Software

- On Application Server, or workstation accessible to Advanced Support staff with access to application server and database server
- For Advanced Support use: Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or Higher (2010/2013/365), OpenOffice, etc.
- Microsoft Access or another SQL data access tool.

Database Server

- Windows Server 2008/2012 running Microsoft SQL Server 2008 R2 or Higher (2012, 2014) or;
- Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
- Unix/Linux/AIX (any version) running Oracle 9 or Higher

Link/Mobile Database Server

- Windows Server 2008/2012 running Microsoft SQL Server 2008 R2 or higher (2012, 2014)
- . NET 4.5.1 or higher Framework Installed

Network

- Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System

- Windows 7 or Higher (Windows 7, Windows 8/8.1, Windows 10)
- 8GB RAM Recommended

Required Workstation Software

- NET 4.51 Framework Installed
- PowerShell 4.0 or Higher (separate install not required for Windows 7/8/8.1)
- Crystal Reports Runtime installer (located in the CIS Infinity V4 Reports folder)
- SQLite ODBC installer (located in the CIS Infinity V4 Reports folder)

Optional Workstation Software

- Any modern office suite that supports Open Document Format file (ODF), such as Microsoft Office (Word/Excel) 2007 or Higher (2010/2013/365), OpenOffice. etc.
- A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

Note: All software must be running the latest recommended patches from the respective provider of such software.

Infinity.Link Requirements

Application Server Operating System

- Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Apple Safari)
- Any of the above browsers that are available on popular smartphones and tablets

Note: All software must be running the latest recommended patches from the respective provider of such software.

Infinity.Mobile Requirements

Application Server Operating System

- Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
- .NET 4.6 Framework Installed

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Apple Safari)
- Any of the above browsers that are available on tablets

Network

- Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers

- Latest versions of common browsers (Microsoft Internet Explorer, Mozilla Firefox, Apple Safari)
- Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

Not Applicable

SUPPORT AND MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 4th day of October, 2017.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

The Narragansett Bay Commission, Providence, R.I.
("Organization")

RECITALS

1. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris agrees to provide the support and maintenance services related to the Software requested by the Organization;
4. The Organization and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Harris and the Organization agree as follows (hereinafter the Organization and Harris may collectively be referred to as the "Parties" and each individually as a "Party"):

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement") that is being currently executed herewith.
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and the Organization.
3. Harris shall provide software support primarily via telephone and electronic mail. Harris will make site visits only when necessary or agreed to by the Parties. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and

which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").
5. In consideration for the support services specified in Section 2, the Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Year 1 Support and Maintenance Fee will be prorated and billed at go-live beginning on the Start Date through December 31st of the same year. Thereafter the Organization will be billed annually in advance on January 1st. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but the Organization shall only be billed once per year.
6. In addition to the Support and Maintenance Fee, the Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
 - (a) to the extent such services cannot be provided by the Organization, reasonable courier services, photocopying, faxing, long distance phone calls and reproduction services,
 - (b) all reasonable direct travel expenses including, but not limited to reasonable fees for hotel, airfare, car rental, tolls, parking and airline and travel agent fees; each individual's travel time billing rate of \$95.00/hour; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays said rates being inclusive of all meal, food and telecommunications expenses not to include alcohol (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
 - (c) and all other reasonable expenses incurred in the performance of Harris's duties hereunder,
 - (d) the Organization will not be required to pay any Billable Fees if Harris voluntarily appears at the Organization's facilities for an audit or other activity not associated with this Support and Maintenance Agreement.

Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.

7. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as

described in Section 8 including additional training not covered by the Software Implementation Services Agreement entered into concurrently by the Parties and professional services for the installation and implementation of the Upgrade that will be subject to the Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. So long as Organization is/remains a tax-exempt entity, Organization will not be required to pay any taxes.
10. The initial term of this Support and Maintenance Agreement shall begin on the Start Date and end on December 31st of the same year. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either Party upon giving to the other not less than ninety (90) calendar days notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees or any Billable Fees if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
 - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
 - (b) Organization has not paid an invoice within ninety (90) calendar days of the start of a renewal term. Harris must send notice to the Organization of its intent to

terminate this Support and Maintenance Agreement at least fifteen (15) calendar days prior to the expiration of the aforementioned ninety (90) day deadline.

13. Unless otherwise agreed to by the Parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. Either Party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching Party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
15. The Parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization. The terms and conditions may only be modified by a signed written agreement of the Parties.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third Party except:
 - (a) As required pursuant to a public records request made under R.I. Gen. Laws § 38-2-1, *et seq.* (as may be amended from time to time);
 - (b) A Party discloses this Support and Maintenance Agreement to consultants, auditors, employees, commissioners contractors, subcontractors or agents of the Party who have a need to know the provisions of this Support and Maintenance Agreement for purposes expressly authorized by this Support and Maintenance Agreement and who are (i) bound in writing by confidentiality terms no less restrictive than those contained herein or (ii) bound by ethical requirements of their profession to keep this Support and Maintenance Agreement confidential;
 - (c) A Party discloses this Support and Maintenance Agreement to the extent required to comply with an order of a governmental authority with appropriate jurisdiction or as required to be disclosed under applicable law, or any securities exchange requirement, provided that, if the Party receives such an order, the Party will promptly provide a copy of such order to the other Party; or
 - (d) As may be otherwise required by law.
17.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either Party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The Parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited

as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the Parties under this Support and Maintenance Agreement.

- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY, (b) INJURY OR DEATH TO PERSONS, (c) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (d) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN TWELVE (12) MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
 - (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
18. The Parties agree that the limitation of liability as set out in Paragraph 17 above shall apply under all circumstances (including as a result of a default under this License Agreement, a tort related claim or breach of contract) unless stated otherwise in this Support and Maintenance Agreement. For the purposes of Paragraph 17 only, a Party relying on the limitation of liability shall be deemed to include that Party's employees, commissionees, shareholders, directors, officers, employees, elected officials and affiliates.
19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the Parties to be the sole and exclusive remedies of the Organization for liabilities of Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
 - (i) Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").
 - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
21. This Support and Maintenance Agreement shall be governed by the laws of the State of Rhode Island and, as applicable, the federal law of the United States.
22. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the Parties and enure to the benefit of the successors and permitted assigns of the Parties.
24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
25. This Support and Maintenance Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement. The executed counterpart may be sent to the other Party electronically via facsimile or e-mail in a format that is readable by the other Party.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous

Title: Executive Vice President

The Narragansett Bay Commission

Per: _____

Name: Raymond J. Marshall

Title: Executive Director

Schedule "A"

Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third Party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule "A" shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the Parties. The Escrow

Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: \$70,475.00

- Price will remain firm for the first two (2) years from the date of signature of this Agreement.

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

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

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
 - Log and close calls
 - View and update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Participation in beta program
 - Release notes
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority 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:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

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

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- 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 of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- 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.
- 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.
- 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.
- 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. At this time, your support call will be closed and replaced by the development ID number. The development 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.

- 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.

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 supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Vice President of Operations
- Level 5:** Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and 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.

Connection Methods

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), and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.



Narragansett Bay Commission CIS Infinity Change Order

Date: Jan-11-2018

Change ID: Change Order # 1 – Zero Dollar

Description: Database change from Oracle to SQL



Authorization

Advanced Utility Systems is authorized to proceed with the change for NBC.

Project Role	Team Member	Signature / Date of Signature
NBC Project Manager	Brendon McLean	
		Date: 1/16/2018
Advanced Project Manager	Jeff Bissonnette	
		Date: January 11, 2018



Change Details

In the original Scope of Work document approved for the CIS Infinity deployment the **Background** section states: *"The CIS Solution will replace the current legacy in-house developed system known as CIS in use by NBC which runs on an Oracle platform. The CIS Solution will be installed and configured to meet the customer information and billing needs identified by NBC. The CIS Solution data will be stored in an Oracle database."*

After discussions around ease of implementation, it was decided to move to an SQL Platform vs. Oracle. The CIS Installation was repeated using SQL Server 2016 – 64 Bit Edition and in place prior to Week 2 of Core Team Training in January 2018.

This document is simply to document the changes from the original SOW for tracking purposes.

Estimate of Hours / Costs

a) Requirement	b) Hours	c) Cost (\$USD)
DB change from Oracle to SQL and re-installation of CIS.	No Charge	\$0.00
Total		\$0.00



Narrangansett Bay Commission

CIS Infinity Change Order – Zero Dollar

Date: Jan-12-2018

Change ID: Change Order # 2

Description: Milestone Adjustments



Authorization

Advanced Utility Systems is authorized to proceed with the change for NBC.

Project Role	Team Member	Signature / Date of Signature
NBC Project Manager	Brendon McLean	
		Date: 1/16/2018
Advanced Project Manager	Jeff Bissonnette	
		Date: January 11, 2018



Change Details

As part of the original Statement of Work (Schedule 1 – Fee Structure and Services Payment Milestones), there were 53 Project Milestones created that would be the basis for Project Billing. Upon review it was discovered that 3 of the Milestones require adjustment due to duplication of activities or that are not in scope for this project. The following are the Milestones in question along with the new structure for each:

Original:

1. MP18 – Delivery of Modified Interfaces & Enhancement Workshop (\$14,000)
2. MP37 – Delivery of Modified Interfaces Workshop (\$16,800)

These are duplicated for the same activity and will merge into 1 single Milestone

3. MP22 – Custom Reports Discovery Workshop (\$1,400)

As Custom Reports hours were excluded from the SOW, this Milestone is not applicable and will merge this with:

4. MP20 – Bill Print Discovery Workshop (\$1,400)

New Structure:

The re-structured Milestones will remove MP18 and MP22 and re-allocate to the other Milestones listed below:

1. MP37 – Delivery of Modified Interfaces Workshop (\$30,800)
2. MP20 – Bill Print Discovery Workshop (\$2,800)

Requirements for Milestone completion will be unchanged from the signed SOW.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost (\$USD)
1. Remove MP18 and MP22, Milestones from Project scope	N/A	(\$15,400)
2. Add associated \$ from item 1 to MP37 (\$14,000) and MP20 (\$1,400) respectively	N/A	\$15,400
Total		\$0

* Net of applicable taxes and associated expenses

Narragansett Bay Commission

CIS Infinity Change Order

Date: Aug-01-2018


Change ID: Change Order # 3

Description: Addition of Liens Modification and Custom Reports, Removal of ACH Export Interface



Authorization

Advanced Utility Systems is authorized to proceed with the change for Narragansett Bay Commission.

Project Role	Team Member	Signature / Date of Signature
NBC Project Manager	Brendon McLean	
		Date: 8/1/2018
Advanced Project Manager	Kathryn Willis	<i>Kathryn Willis</i>
		Date: 7/11/18

Introduction

The Narragansett Bay Commission and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on October 4, 2017. The Software Implementation Services Agreement and Scope Changes section of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to The Narragansett Bay Commission.

Purpose

The primary purpose of this Change Order is document the request from Narragansett Bay Commission: 1) to remove the requirement for Advanced to create an interface for ACH Export (2.2.6); 2) to add the requirement for Advanced to develop a Liens Process Modification as detailed below and; 3) to add the requirement for Advanced to develop 17 custom Lien and Bankruptcy reports.

Original Scope Item/Scope Addition	Scope Change	Reason	Hours
2.2.6 – ACH Export	Remove	All ACH activity will be managed by Invoice Cloud thus removing the need for a separate ACH export from CIS.Infinity	(30)
Liens Process Modification	Add	Additional functionality and fields required	120
Liens Process Modification Cost Share*	Reduce	Other utility's half of modification (see below)	(60)
Lien & Bankruptcy Custom Reports	Add	17 reports for liens and bankruptcy processing & management as identified during the discovery process and as listed in Team Support ticket #13027.	200
NET CHANGE		Project Hours	230

*Cost Sharing with Other Utility

The total hours associated with the Lien Process modification is 120 hours. Another utility has agreed to share the cost of the modification, therefore NBC is being credited 60 hours. This discount is solely



contingent on the other utility. If the other utility foregoes implementing the modification, NBC is responsible for the full cost of the modification through another Change Order. Work will not begin until both utilities sign their respective Change Orders.

Estimate of Hours/Costs*

Per the Schedule 1 of the Scope of Work, additional services required by Narragansett Bay Commission 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 \$225/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Requirement	Change	Hours	Change Order Rate (USD)	Total USD*
Lien Process Modification with Reports	New	230	\$225	\$51,750

Fifty percent (50%) of the total is due upon signing. In addition new project milestones will be added as follows:

Milestone (New)	Milestone – NBC will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Gross Invoice Amount
	Change Order Activation	\$25,875
MP56	Delivery of Lien Modification	\$12,938
MP57	Delivery of Custom Reports	\$12,937
	Total	\$51,750

* Net of applicable taxes and associated expenses



Narragansett Bay Commission CIS Infinity Change Order

Date: Aug-01-2018

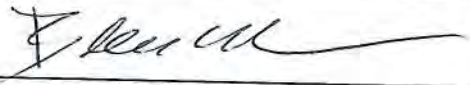
Change ID: Change Order # 4

Description: Meter Exchange Interface & Process Log Modification



Authorization

Advanced Utility Systems is authorized to proceed with the change for NBC.

Project Role	Team Member	Signature / Date of Signature
NBC Project Manager	Brendon McLean	
		Date: 8/1/2018
Advanced Project Manager	Kathryn Willis	
		Date:



Introduction

The Narragansett Bay Commission (NBC) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on October 4, 2017. The Software Implementation Services Agreement and Scope Changes section of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to The Narragansett Bay Commission.

Purpose

During the Discovery process it was identified that NBC requires functionality that does not currently exist within Infinity.

1. NBC requires the ability to export the Process Log by using an export button and defining the path to save the log as an unformatted .txt by using a file path button. These two buttons will be created and configured as a modification to the existing system.
2. NBC also requires an additional interface to create a mass meter exchange from importing a meter exchange file from the Providence Water Board. In addition to exchanging the meter, if a different meter size is detected in the import file, a secondary action for further review will be triggered.

Estimated Hours/Costs*

Per the Schedule 1 of the Scope of Work, additional services required by NBC 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 \$225/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Upon signing of this change order, project milestones will be changed as follows:

Requirements	Change	Hours	Change Order Rate (USD)	Total USD*
Process Log Export Modification	New	60	\$225	\$13,500
Mass Meter Exchange Interface	New	120	\$225	\$27,000
Total		180		\$40,500

Fifty percent (50%) of the total is due upon signing. In addition new project milestones will be added as follows:



Milestone (New)	Milestone – NBC will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Gross Invoice Amount
	Change Order Activation	\$20,250
MP58	Delivery of Process Log Export Modification	\$10,125
MP59	Delivery of Mass Meter Exchange Interface	\$10,125
	Total	\$40,500

* Net of applicable taxes and associated expenses



Narragansett Bay Commission CIS Infinity Change Order

Date: Jun-27-2018



Change ID: Change Order # 5

Description: Purchase of Infinity.Mobile Enterprise Product



Authorization

Advanced Utility Systems is authorized to proceed with the change for NBC.

Project Role	Team Member	Signature / Date of Signature
NBC Project Manager	Brendon McLean	
		Date: 6/27/18
Advanced Project Manager	Kathryn Willis	
		Date: 6/27/18



Introduction

The Narragansett Bay Commission (NBC) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on October 4, 2017. The Software Implementation Services Agreement and Scope Changes section of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to The Narragansett Bay Commission.

Purpose

Narragansett Bay Commission is moving forward with the Advanced Infinity.Mobile Enterprise Product.

Licence and Maintenance are due upon signing. Services are due per Milestone schedule below.

Change Details

This change order outlines the requirements to setup and configure Infinity.Mobile Enterprise along with the necessary training and testing support.

The following tasks will be completed as part of the transition to Infinity. Mobile Enterprise:

- Installation of Infinity. Mobile Enterprise
- Configuration of Infinity. Mobile Enterprise
- Configuration of CIS Infinity to link to Infinity. Mobile Enterprise
- Administrator and User training (done via web and/or telephone conferencing)
- Testing support and consulting time
- Activation of Infinity. Mobile Enterprise Production System
- Creation of Infinity. Mobile Enterprise Test system

Licensing is for 10 named users.

Service Payment Milestones will be added to the SOW:

Reference	Milestone – NBC will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Gross Invoice Amount
MP54	Mobile Discovery	\$8,550
MP55	Installation of Mobile	\$76,950

Estimate of Hours / Costs *



a) Requirement	b) Hours	c) Cost (\$USD)
Infinity.Mobile Enterprise Licences	-	\$80,000
Infinity.Mobile Enterprise Services	380	\$85,500
Annual Maintenance (Year 1)	-	\$20,000
Total		\$185,500

* Net of applicable taxes and associated expenses

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION
DOCKET NO. 4898
Response Of The
Narragansett Bay Commission
To The Rhode Island
Public Utilities Commission's
Data Requests
Set 3

PUC 3-4 Please provide a copy of the Request for Proposal issued by NBC for its new Customer Service Software, all bid responses, and all documents relating to NBC's technical review and recommendation for award.

Response: NBC did not issue an RFP, the software was purchased through the State of Rhode Island Master Purchase Agreement.

Prepared by: Sam Celone

CERTIFICATION

I hereby certify that on January 29, 2019, I sent a copy of the within to all parties set forth on the attached Service List by electronic mail and copies to Luly Massaro, Commission Clerk, by electronic mail and regular mail.

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