FIRST AMENDMENT TO MASTER CUSTOMER AGREEMENT

This First Amendment ("**Amendment**") is made and entered between Rock Solid Technology, Inc. ("**Company**") and the City of Gainesville, Florida ("**Customer**") and is effective as of August 21__________________, 2020 ("Effective Date"). Each of Company and Customer is a "Party" and together, the "Parties."

WHEREAS, the Parties entered into a Master Customer Agreement dated March 31, 2020 for contract management software; and

WHEREAS, the Parties wish to amend the Agreement.

NOW, THEREFORE, the Parties agree to the following:

the

1. The subscription start date as outlined in the Order Document as the Term Start Date defined by being within 30 days of the Project Start is hereby amended to be the "Project End Date" or December 1, 2020 whichever comes first.

"Project End Date" means the date in which the Project Plan has been completed as defined in the Statement of Work Customer Relationship Management Solution -Phase 1 document.

If the Project End Date does not occur prior to December 1, 2020 and the project delay is materially caused by the Company, the subscription start date will begin at the Project End Date. Otherwise, the subscription will start on December 1, 2020.

2. Except as modified by this Amendment, all terms and conditions of the Master Customer Agreement shall remain in full force and effect.

3. This Amendment, together with the original Master Customer Agreement dated March 31, 2020, constitutes the entire agreement between the Parties.

ROCK SOLID TECHNOLOGY, INC.

Chris Detrich (Aug 19, 2020 10:05 CDT)

Name: Chris Detrich

Title: General Manager, North America

Date: Aug 19, 2020

CITY OF GAINESVILLE

Lee R. Feldman

Lee Feldman, City Manager

Date: Aug 21, 2020

Approved as to Form and Legality:

David C. Schwartz

David C. Schwartz (Aug 20, 2020 13:20 EDT)

City Attorney

MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (this "**Agreement**") is made and entered into between Rock Solid Technology, Inc. ("**Company**") and the City of Gainesville, Florida ("Customer") and is effective as of March 31, 2020 ("Effective Date"). Each of Company and Customer is a "**Party**" and together, the "**Parties.**"

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THIS AGREEMENT, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU: (A) AGREE TO THIS AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT; AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE ANY PRODUCT OR RECEIVE ANY PROFESSIONAL SERVICES.

DEFINITIONS

"Addendum" means a reference in an Order Form to one or more additional documents that contain terms relevant to a particular Product or Professional Services.

"Affiliate" means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement.

"APIs" means the application programming interface provided by Company.

"Authorized Users" means employees, contractors, and agents of Customer who are registered by Customer to use the Products

"Customer Data" means any data or information that Customer or any of its Authorized Users uploads or inputs into a Product or otherwise makes available to Company in connection with Customer's use of a Product or receipt of Professional Services

"Deliverables" means any work product or other materials created by Company in connection with its performance of Professional Services

"Order Form

"Documentation" means Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Product.

"Hosted Services" means the provision of Software as a service as asset forth on an Order From which is hosted by Company or its hosting providers and which is access by Customer via the internet.

"Order Form" means a written order executed by the parties which defines the respective order parameters and information, such as, modules purchased, term and associated fees.

"Product" means the APIs, Software, Hosted Services, and Deliverables.

Professional Services" means implementation, installation, configuration, customization, or other professional services expressly identified on an Order Form (which may be in the form of a SOW).

"Software" means a Company provided license to downloadable software including any mobile applications and downloadable add-ins to other Products).

"SOW" (Statement of Work) means a written order executed by the parties which identifies the Professional Services ordered by Customer, including the description, and associated fees.

"Third Party Products" means third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Product

PRODUCT RIGHTS AND RESTRICTIONS

Products and Services; Order Forms. This Agreement sets forth the terms and conditions on which Company may make available to Customer the APIs, Software, Hosted Services, or Deliverables or provides the Professional Services, each as expressly identified in an **Order Form.**

Licenses

Hosted Services. If an Order Form indicates that Customer will receive access to Hosted Services, then Customer may access and use such Hosted Services solely (i) for the Term set forth in such Order Form, and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement.

API. If an Order Form indicates that Customer will receive access to an API, or if Company provides credentials to Customer that enable Customer to access an API with another Product, then Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable right and license under Company's rights in that API to access and use such API solely (i) for the Term set forth in such Order Form and (ii) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Without limiting the foregoing, Customer will comply with any volume or other usage-based restrictions described in an Order Form, Addendum, or Documentation.

Software. If an Order Form indicates that Customer will receive a license to Software, then Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company's rights in such Software to install and operate such Software in accordance with all applicable Documentation and the restrictions set forth in this Agreement (including the applicable Order Form). Such license will continue for the Term set forth in the applicable Order Form. Any Company-provided mobile applications acquired by Customer in connection with another Product licensed under this Agreement is deemed Software licensed to Customer pursuant to this Section.

Geographical Files. If an Order Form indicates that Customer will receive a license to Company's mobile app, promptly following the Effective Date, Customer shall provide to Company the geographic boundary file for the applicable covered area in the form of an ESRI shape files. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Customer at the Company's request if such data exists.

Additional Features. Customer acknowledges that not all of the features or functionality of a Product may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

Evaluation Products. If an Order Form indicates that Customer will receive a Product for evaluation or proof-of-concept purposes, then Customer may use the Product only for the purpose of evaluating the functions and performance of the Product, solely for the designated time period for the evaluation or trial, and subject to any additional usage restrictions specified on the applicable Order Form. Customer acknowledges that evaluation or proof-of-concept versions of the Products may be automatically disabled upon expiration of the designated trial period (at the end of which Customer's right to use the Product under the applicable Order Form also expires), and that any data stored in such Products may become unavailable at that time.

Authorized Users. Company will ensure that its Authorized Users comply with all of Customer's obligations under this Agreement. Customer is strictly responsible for all acts and omissions of Authorized Users as though they were those of Customer. Customer will prevent any unauthorized use of, or access to, the Products and Documentation and will immediately notify Company in writing of any unauthorized use or access of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Product or Documentation through Customer.

Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: a) rent, lease, or otherwise permit third parties (or other persons not authorized by this Agreement) to use a Product or the Documentation; b) use a Product to provide services to third parties (e.g., as a service bureau); c) use a Product for any benchmarking activity or in connection with the development of a competitive product; d) circumvent or disable any security or other technological features or measures of a Product or use the product in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; e) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from a Product (except to the extent that applicable law prevents the prohibition of such activities); f) use or access any Product in a manner that materially impacts or burdens Company or Company's servers and other computer systems, or that interferes with Company's ability to make available any Product to any third party; or g) use a Product in violation of Company's then-current published acceptable use policy applicable to that Product.

Documentation. To the extent that a Product is accompanied by any Documentation, Company hereby grants to Customer a non-exclusive, non-transferable, non-sub licensable right and license under Company's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Product.

Third-Party Products. To the extent that a Product includes or is accompanied Third-Party Products, the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. Without limiting the foregoing, if Company enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the applicable service provider's terms and conditions prior to accessing such hosted environment, and Customer will comply at all times with such terms and conditions.

Ownership; Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, license to use, process, transmit, store, and disclose the Customer Data (including personal data): (a) during the Term, for the purpose of exercising Company's rights and performing its obligations under this Agreement and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for developing and improving Company's and its Affiliates' products and services, industry analysis, benchmarking, analytics, marketing, and other business purposes. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Products, Documentation, Deliverables, and any improvements to any Company products or services made as a result of Company's use, processing, or generation of Customer Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Products, and Company may agree to do so for an additional fee.

Customer Data. Customer is responsible for all Customer Data that Customer or its Authorized Users provide in connection with the Products and Professional Services. Customer is solely responsible for complying with: (a) all privacy and data protection laws and regulations applicable to the Customer Data and (b) Customer's and its Authorized Users' use of the Products and Professional Services.

Feedback. If Customer provides any feedback to Company concerning the functionality and performance of a Product, any Documentation, or the Professional Services (including identifying potential errors and improvements), Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

Audit. Customer will create and maintain complete and accurate records containing all information necessary to enable Company to verify Customer's compliance with this Agreement. During the Term and for a period of one year thereafter, Company will have the right, at its own expense, upon at least 5 calendar days' prior notice, to periodically inspect and audit Customer's use of the Product for purpose of determining Customer's compliance with the terms and conditions of this Agreement. Customer will cooperate with Company in the performance of any such audit, and will provide to Company or a third party designated by Company such access to Customer's relevant records, data, information, personnel, computer systems and / or facilities as Company may reasonably request for such limited purposes. Company will bear the costs of any such audit unless such audit determines that Customer has violated the terms and conditions of this Agreement, in which case (a) Customer will reimburse Company for all expenses incurred in connection with the audit, (b) Customer will pay Company all fees that are applicable to Customer's unauthorized use (e.g., additional seat licenses to cover use in excess of Customer's previously purchased seat licenses), and (c) Company may immediately terminate this Agreement for cause, in addition to any and all remedies available to Company in law or equity. Additionally, to the extent possible, Company may, at its expense, automatically audit Customer's use of the Product, provided that any such audit shall not interfere with Customer's business activities.

PROFESSIONAL SERVICES

Provision of Professional Services. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Professional Services. Company shall perform the Professional Services in a professional manner in accordance with industry standards.

Deliverables. Company retains all right, title, and interest, including all intellectual property rights, in and to any Deliverables. If Company provides any Deliverables to Customer pursuant to the applicable Order Form, Company hereby grants to Customer a non-exclusive, royalty-free, fully paid up, worldwide license under Company's rights in the Deliverables to use and exploit such Deliverables in connection with the Products and Professional Services during the Term.

Modifications. Either party may propose a change order to add to, reduce or change the work order in the SOW, such as for subsequent phases or additional features or functionality. Each change order shall specify the change(s) to the Professional Services or Deliverables, and the effect on the time of performance and on the fees owed, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

Personnel

Suitability. Company will assign employees and subcontractors with qualifications suitable for the work described in the relevant Order Form. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

Customer Responsibilities. Customer will make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer is responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, and consistency of all such data, materials, and information. Customer will provide, at no charge to Company, office space, services, and equipment as Company reasonably requires to perform the Professional Services.

Non-solicitation. The employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one year after completion of the Professional Services under an Order Form, it shall not solicit for employment or engagement (whether as an employee, independent contractor or consultant) any Company employee or consultant who performed any of the Professional Services under that Order Form. Customer is not restricted from hiring any personnel that respond to public job advertisements or similar general solicitations.

FEES AND PAYMENT

Fees and Payment Terms. Customer will pay Company the fees and any other amounts owing under this Agreement as specified in the applicable Order Form and/or SOW. Unless otherwise specified in such Order Form or SOW, Customer will pay all undisputed amounts due within

30 days of the date of the applicable invoice. Any amount not paid within fifteen (15) days of the due date will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Additionally, in the event any amount is more than thirty (30) days overdue, Company may suspend its performance until it receives all amounts due. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Customer may withhold payment of any fees that are the subject of a good faith dispute of which Customer has provided Company written notice within five (5) business days of invoice receipt; provided that all fees which are not disputed shall be timely paid, and the disputed fees shall be paid within ten (10) days of resolution of the dispute

Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

TERM AND TERMINATION

Term. The term of this Agreement will begin on the Effective Date and continue until expiration or termination of all Order Form's and/or SOW's (the "Term"). Each Order Form and SOW will have its own term as stated in such document.

5.2 Termination for Convenience. Either party may terminate this Agreement without cause upon 30 days' written notice to the other party.

5.3 Termination for Lack of Funding. To the extent that funding for a particular Order Form or SOW is derived from public funding and Customer has made a good faith effort to procure such funding, Customer shall have the ability at the end of any committed period to terminate the Order Form or SOW in the event that such funding is not received.

1.4 Termination for Material Breach. Either Party may terminate this Agreement or one or more Order Forms if the other Party does not cure its material breach of this Agreement or the applicable Order Form(s) within 30 days of receiving written notice of the material breach from the non-breaching Party.

Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement or one or more Order Forms if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days, or makes any assignment for the benefit of creditors.

Post-Termination Obligations. Upon expiration or termination of this Agreement: (i) in the event of termination due solely to a breach by Company, then Company shall refund any prepaid fees for Products or Professional Services that would have been rendered after the date of termination; (ii) in the event of termination due solely to a breach by Customer, then Customer shall pay all fees through the date of termination, plus all fees through the remainder of the term of the applicable Order Form and/or SOW; (iii) all rights to use the Products immediately cease and provision of Professional Services immediately ends; (iv) within thirty (30) days, each party will return or destroy at the disclosing party's request the other party's Confidential Information.

Survival. Notwithstanding anything to the contrary herein, Sections 2 and 6-11 as well as any other provisions which by their terms or sense are intended to survive, will survive termination or expiration of this Agreement.

CONFIDENTIALITY

Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Product, all Documentation, all Company technical information, and all information concerning Product-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party; or (e) is required by law or court order to be disclosed.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

WARRANTIES AND DISCLAIMER

Limited Company Warranties. Company hereby warrants, for the benefit of Customer only, that each Product will materially conform to the applicable Documentation , provided that this warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Product by Customer or any third party or any combination of the applicable Product with APIs, software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by this warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer, Company will, at its sole option, either (a) correct such error or defect in the Product, at no cost to Customer and within a reasonable time, by issuing corrected instructions, a restriction, or a bypass or (b) accept return of the Product and refund any license or subscription fees previously paid by Customer in connection with such Product from the date of notification of the warranty claim, and Customer's right to use the Product will terminate. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of this warranty. Company is not responsible for any defect or error caused by a Product that Customer has modified, misused, or damaged.

Mutual Warranties. Each Party represents and warrants to the other that: 1.5 this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms and 1.6 it shall comply with all applicable laws.

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Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE

ENJOYMENT OF THE PRODUCTS OR PROFESSIONAL SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR PROFESSIONAL SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE PROFESSIONAL SERVICES.

INDEMNIFICATION

Defense by Company. Company will, at its expense, indemnify, defend and hold harmless Customer from any third party claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of a Product in accordance with the terms of the Agreement, infringes or misappropriates any patent, copyright, or trademark; provided that; 1.7 Customer gives Company prompt written notice of the Claim; 1.8 Customer grants Company full and complete control over the defense and settlement of the Claim; and 1.9 Customer provides assistance in connection with the defense and settlement of the Claim as Company may reasonably request. Customer will not defend or settle any Claim subject to indemnification under this Section without Company's prior written consent. Customer will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Company will have sole control over the defense and settlement of the Claim. If Company becomes aware of, or anticipates, a Claim subject to indemnification under this section, Company may, at its option (a) modify the Products that are the subject of the Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees.

Defense by Customer. Customer will, ay its expense, indemnify, defend and hold harmless Company from any third-party Claim arising out of or based upon Customer's provision of the Customer Data, or breach of Section 2.6 (Use Restrictions); provided that: 1.10 Company gives Customer prompt written notice of the Claim; 1.11 Company grants Customer full and complete control over the defense and settlement of the Claim; and 1.12 Company provides assistance in connection with the defense and settlement of the Claim as Customer may reasonably request. Company will not defend or settle any Claim subject to indemnification under this Section without Customer's prior written consent. Company will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Customer will have sole control over the defense and settlement of the Claim.

1.2 Exclusions from Obligations. Company will have no obligation under this Section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (a) use of a Product in combination with other products or services not provided by Company if such infringement or misappropriation would not have arisen but for such combination; (b) the Product was provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of a Product by Customer for purposes not intended or outside the scope of the license granted to Customer;; or (d) any modification of a Product not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification.

THIS SECTION STATES EACH PARTY'S ENTIRE LIABILITY TO THE OTHER AND EACH PARTY'S SOLE REMEDY FOR ANY THIRD-PARTY CLAIM DESCRIBED IN THIS SECTION.

LIMITATIONS OF LIABILITY

Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

Cap on Liability. EXCEPT FOR (I) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS; AND/OR (III) A BREACH OF SECTION 2.6, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID AND/OR PAYABLE BY CUSTOMER TO COMPANY UNDER THE ORDER FORM OR SOW WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

1.2 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

GENERAL

Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

Assignability. Neither Party may assign its right, duties, or obligations under this Agreement without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement to an Affiliate or a successor, or in connection with the sale of all of the assets or business to which this Agreement relates.

Export. Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under this Agreement. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export Products. The Products, including technical data, are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Products are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

U.S. Government Restricted Rights. The Software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

Subcontractors. Company may utilize subcontractors or other third parties to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement.

Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party. Notices are deemed given

2 business days following the date of mailing or 1 business day following delivery to a courier.

Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Florida, notwithstanding its conflicts of laws provisions. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Alachua County, Florida in connection with any action arising out of or in connection with this Agreement.

Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Product under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Products will immediately terminate.

Order of Precedence. Any conflict between an Order Form, an Addendum, or this Agreement will be resolved according to the following order of precedence: (1) the Order Form; (2) the Addendum; and (3) the Master Terms.

1.12 Notice Regarding Apple. This Section applies to the extent that the Product licensed to Customer is a mobile application on an iOS device. Customer acknowledges that this Agreement is between Customer and Company only, not with Apple Inc. ("**Apple**"), and Apple is not responsible for the Product or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Product. If the Product fails to conform to any applicable warranty, Customer may notify Apple and Apple will refund any applicable purchase price for the mobile application to Customer; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Product. Apple is not responsible for addressing any claims by Customer or any third party relating to the Product or Customer's possession and / or use of the Product, including: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the Product and / or Customer's possession and use of the Product infringes a third party's intellectual property rights. Customer agrees to comply with any applicable third party terms when using the Product. Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and upon Customer's acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Customer as a third party beneficiary of this Agreement. Customer hereby represents and warrants that: (a) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) Customer is not listed on any U.S. Government list of prohibited or restricted parties.

Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect. No employee, agent, or other representative of Company has any authority to bind Company with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the Party against whom enforcement is sought. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Company

Executed by
Name: Chris Detrich
Title: GM, VP of North America
Date: Mar 30, 2020
Signature: Chris Detrich (Mar 30, 2020)

Customer

Executed by
Name: Lee R. Feldman
Title: City Manager
Date: Mar 31, 2020
Signature: Lee R. Feldman

Approved as to Form and Legality
David C. Schwartz
David C. Schwartz (Mar 31, 2020)

Asst. City Attorney

ROCK SOLID TECHNOLOGY, INC. ORDER FORM

Customer:	City of Gainesville, FL	**Order Effective Date:**	Effective date of MCA
Primary Contact:		**Primary Contact Phone:**	
Dollar Values:	All quoted in USD	**Term :**	5 Years
Payment Terms:	Net 30 Days	**Term Start Date :**	Project Start Date **
Billing Cycle:	Annual in advance	**Automatic Renewal :**	Yes
*** The Project Start Date will be set to no later than 30 days after the Order Effective Date*			

SOFTWARE AS A SERVICE (SaaS) FEES				
Technology Fees	**Quantity**	**Unit Price**	**Price per Month**	**Total per Year**
Base Fee (Hosting Costs and 30 Light Users)	1	$1999	$1999	$23,988
Power User 1-25 (Tier 1)	12	$89	$1,068	$12,816
Power User 26-50 (Tier 2)	0	$99	$0	$0
Power User 51-125 (Tier 3)	0	$79	$0	$0
Power User Over 125 (Tier 4)	0	$69	$0	$0
Additional Light User	0	$15	$0	$0
Power BI User & Dashboards	1	$0	$0	$0
OneLink with Service Requests	1	$850	$850	$10,200
Total Annual SaaS Fees:				**$47,004**
The first annual SaaS fees will be invoiced in the calendar month that the Project Start Date falls in				
Additional users can be added at any time throughout the term. Charges for additional users will be invoiced the following month prorated until the end of the year based on the unit prices listed above				

TERMS AND CONDITIONS

2. By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Rock Solid Technology, Inc. ("Company") the Products and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable. Customer may not cancel any portion of this Order Form during the Initial Subscription Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid Software as a Service (SaaS) fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.

This Order Form is incorporated into the Master Customer Agreement dated 03/31/2020 between the parties (the "Agreement"). The Agreement is incorporated by reference, in its entirety, and together with this Order Form constitutes the Agreement relating to the products and services under this Order Form. Company objects to any other additional or different terms in the Customer's purchase order or acceptance. All capitalized terms not defined in this Order Form shall have the meanings given in the Agreement. In the event of any conflicts or inconsistencies among this Order Form and the Agreement, this Order Form shall prevail.

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Statement of Work

Customer Relationship Management Solution - Phase 1

Prepared for:

Gainesville, FL

Project:

Implement Respond - Customer Relationship Management and Contact Solution with Constant Contact Functionality

Prepared by:

Omar Rosario & Erik Sickinger

Contributors:

Hector Tosado; Andrew Kirk

Revision and Signoff Sheet

Change Record

Date	Author	Version	Change reference
12/7/19	Erik Sickinger	1.0	Initial draft for review/discussion
12/19/19	Hector Tosado	1.1	Technical Review
02/04/20	Hector Tosado	1.2	Technical Review of Gainesville Comment
03/03/20	Hector Tosado	1.3	Technical Review of Gainesville Comment
03/09/20	Andrew Kirk	1.4	Response to March 5 Call
03/16/20	Andrew Kirk	1.5	Response to 'SOW Changes V3' doc
03/17/20	Andrew Kirk	1.6	March 16 call
03/20/20	Andrew Kirk	1.7	Response to 'SOW Changes V4' doc
03/30/20	Andrew Kirk	1.8	Section 2.2 – Timeline

Reviewers

Name	Version approved	Position	Date

Contents

INTRODUCTION

This Statement of Work (SOW), and any exhibits, appendices, schedules, and attachments to it, forms a part of and is incorporated into the Master Customer Agreement between Rock Solid Technology, Inc. ("Company") and the City of Gainesville ("Customer") dated ________ ("Agreement"). This SOW sets forth the implementation services to be performed by the Company related to the Customer Relationship Management and Contact Solution with Constant Contact integration. ("project"). All changes to the SOW will be managed in accordance with the Change Management Process defined in this document.

The City of Gainesville (City) released an ITN for a technology solution that will support the City's citizen-centered design and engagement efforts. The requested solution will allow departments and charter officers to manage citizen interactions with the City.

The core goals of the project were:

- Aggregate contact lists into a single modern relationship manager.
- Standardize communications with the citizens across the City.
- Provide visibility into engagement analytics
- Improve trust and satisfaction with the City

The City of Gainesville aims to be the "New American City" and has adopted "Citizen centered, People empowered" as our wordmark. The goal of citizen-centered design is to improve the interactions a person has with the city across their lifetime. One type of interaction is communication initiated by the City - to provide the Citizen information regarding City activities, budget, meetings, etc.. This project focuses on that type of interaction.

1. PROJECT OBJECTIVES AND SCOPE

1.1 Objectives

One of the main objectives of the City is to better position itself in managing its Contacts (Organizations, Staff, Employees or Citizens) and outbound communications. One of the foundational elements of the City's strategy is to implement a CRM/Contact Management solution that will assist staff to connect to GNV neighbors successfully and efficiently. This solution will provide the foundation for the City's contact management, and provide the foundation for future work for service management, and customer experience framework across omni-channel communications such as web portal, phone, email, in-person and mobile. The Company's proprietary Respond© Solution, along with the proprietary OneLink customer-facing software, will help facilitate Gainesville in achieving these objectives.

1.2 Phased Approach for City Divisions

This SOW depicts phase 1 of the implementation of the CRM system for the City. The City is looking to establish a Contact Management module in order to be the hub for handling communications between different types of Contacts (Staff, Organizations and Citizens). For Phase 1, the primary users of the Respond© CRM software will be the city staff in charge of managing contacts and outbound communications, while the primary beneficiaries of the service should hopefully be the citizens through enhanced communication and access to City services.

1.3 Areas within Scope

As part of this project, the Company will complete the phases of analysis, design, development, deployment and operation for the Company's Respond© CRM Solution based on Microsoft Dynamics 365 in the Company's Cloud environment to Gainesville, FL as described in the Agreement. Any changes in scope will be according to this SOW.

1.3.1 Application Software

The Respond© Civic Engagement Solution will run in the Company's Cloud using the latest version, of the Dynamics 365 (CRM) platform and the Respond© Product Components that include the following at the start of the Term (versions are expected to change through the Term):

- Respond© (CRM) for Dynamics 365
    - This include Contact Management functionality like:
        - Capture Contact Name, Email, Phone Numbers
        - Home and/or Postal Addresses
        - Topic of Interests
        - Notes
        - Custom fields
- OneLink Console

- Interface and Usage of City's licensed Constant Contact product and outbound communication options
- OneLink Web Portal and Mobile App
- Microsoft Power BI
- The Cloud Platform that supports the components listed above include:
  - Windows Server 2016
  - SQL Server 2016
  - SQL Server 2016 Reporting Services
  - SQL Server 2016 Integration Services
  - Internet Information Server (IIS)
  - Windows Active Directory
  - Active Directory Federated Services (ADFS)
  - Dynamics 365
  - Dynamics 365 Web Services
  - Respond© Web Services

The development languages utilized for the solution include JavaScript, C#, HTML and ASP.NET.

1.3.2 Infrastructure

The Company shall implement the Respond© solution on a cloud-based software solution. All security for user's access is administered via standard Microsoft CRM and Active Directory Federation Services (ADFS) security models.

Some of the software components of the Respond© solution may need to be installed on the Customer's user workstations/devices in order to deliver the optimum results regarding certain system features such as user intake screens. The Company will provide a separate environment for user testing and training. This test environment will have the current or the next version of the Respond© solution in order for users to test and training accordingly. The Company will provide a test environment that will include software changes in advance for testing by Customer personnel. The Company will conduct periodic data restoration, coordinated with the Customer in advance, from the production environment to the test environment so that the test environment reflects actual production information.

Since the Respond© solution will be integrated to the Customer's third-party solutions, the Customer shall ensure that the Company has access to the proper testing environment, permissions and connectivity.

The following environments will be set up as part of this project according to the project schedule.

Environment	Location	Responsibility	Server Configuration
Test	Company's Cloud	Company	Company
Training	Company's Cloud	Company	Company
Production	Company's Cloud	Company	Company
Integration Testing	Customer	Customer	Customer

The three cloud environments (Production, Test and Training) will remain available to Customer for the duration of the Term.

1.3.3 Training

The Company will conduct training sessions on the Respond© solution for Customer personnel based on the schedule in the Project Plan. The training method will be discussed and agreed upon with Customer.

The Company will use a combination of instructor lead training and Train-the-Trainer programs in agreement with the Customer's expectations. Training materials will be adjusted in accordance with the Customer scope and user types.

Instructor led training

- **End-User Training** - Each department or business unit will rely on end users to work directly with the system each day. To ensure that end users are qualified to use the solution, the Company will develop on-site training classes during which an instructor shall use software and training guides to teach end users on how to use the system.
- **Super User Training** - Each department or business unit will need staff capable of performing day-to-day administrative tasks. These Super Users will not be called upon to perform enterprise-wide tasks but will oversee many aspects of their department's implementation and continuing support.
- **Administrative/Technical users** – These users will be trained on administrative functionality, configurations, and technical aspects of the solution. This training includes:
- **Train-the-Trainer Training** - The Customer will be responsible for training new hires and new business units that plan to use the Respond© solution after the signed acceptance by the Customer of all operation phases for all departments. Prior to such signed acceptance, the Company will conduct on-site training classes for in-house training staff who will lead, facilitate, and deliver the instructor-led portions of the training on the Respond© solution. This training will include the trainer's role and responsibilities, the planning and teaching process, system knowledge, and exams that will test learning. This course will provide City personnel with all of the required tools, templates, etc. to deliver the training to their colleagues. The Customer would consider using these trainers in tandem with the Company's trainers for the end user training outlined above. The Company must ensure that the Customer trainers are proficient by the end of the initial end-user training session.

Training will be conducted in the Customer's Training environment using Customer data, configuration settings, terminology, business processes, and scenarios.

End-user training will focus on functional positions and workflow processes. All personnel comprising a specific functional position in a department will be trained on the system's use that is specific to their needs.

Training will include evaluation of trainees to ensure that they have learned the course content and can perform all necessary functions on the system. The Company will notify the Customer of any employees that have failed the evaluation and provide them with additional training as required. The Customer will repeat a training session at no additional cost to the Customer if a majority of the trainees have not attained the skills from the training session or have failed the evaluation at the end of the training.

Train-the-Trainer training will prepare Customer personnel to lead, facilitate, and deliver the leader-led components of the training. This course will provide Customer personnel with all the required tools and templates to deliver the training to their colleagues.

1.3.4 Business Process Analysis

The Company and the Customer will review the Customer's existing business processes based on the schedule in the Project Plan. This review will focus on understanding the processes as they relate to the delivery of the services for the departments in scope. All participating departments will be expected to provide documentation on their current process workflow and answer any questions related to the delivery of services across different intake channels and cross-department collaboration. The analysis will focus on the ability to automate the Customer processes using the Respond© solution.

1.3.5 Requirements and Configuration

The Company and the Customer users will review the project requirements and the required system configurations as a result of the business process analysis. This review will be done through the following process. The Company will develop a requirements document that will encompass all the features, configurations and adjustments required in the Respond© solution in order to meet the Customer's requirements. The Company will discuss all elements of the solution configuration capabilities with the Customer and deliver a template used in the project to complete all system configuration requirements. This template will be populated and validated by the Customer with the assistance by the Company. This template includes information such as Request Types, Users, Department Structure, SLA's, and Geography. Each department should populate and validate their own version of the template. The Company will use the requirements and configuration documents to perform the necessary configuration and adjustments.

The Company will document the technical aspects of the solution by assessing the current infrastructure including client computers, connectivity to the internet, and any third-party systems that will be part of the integration.

1.3.6 Testing of Functionality

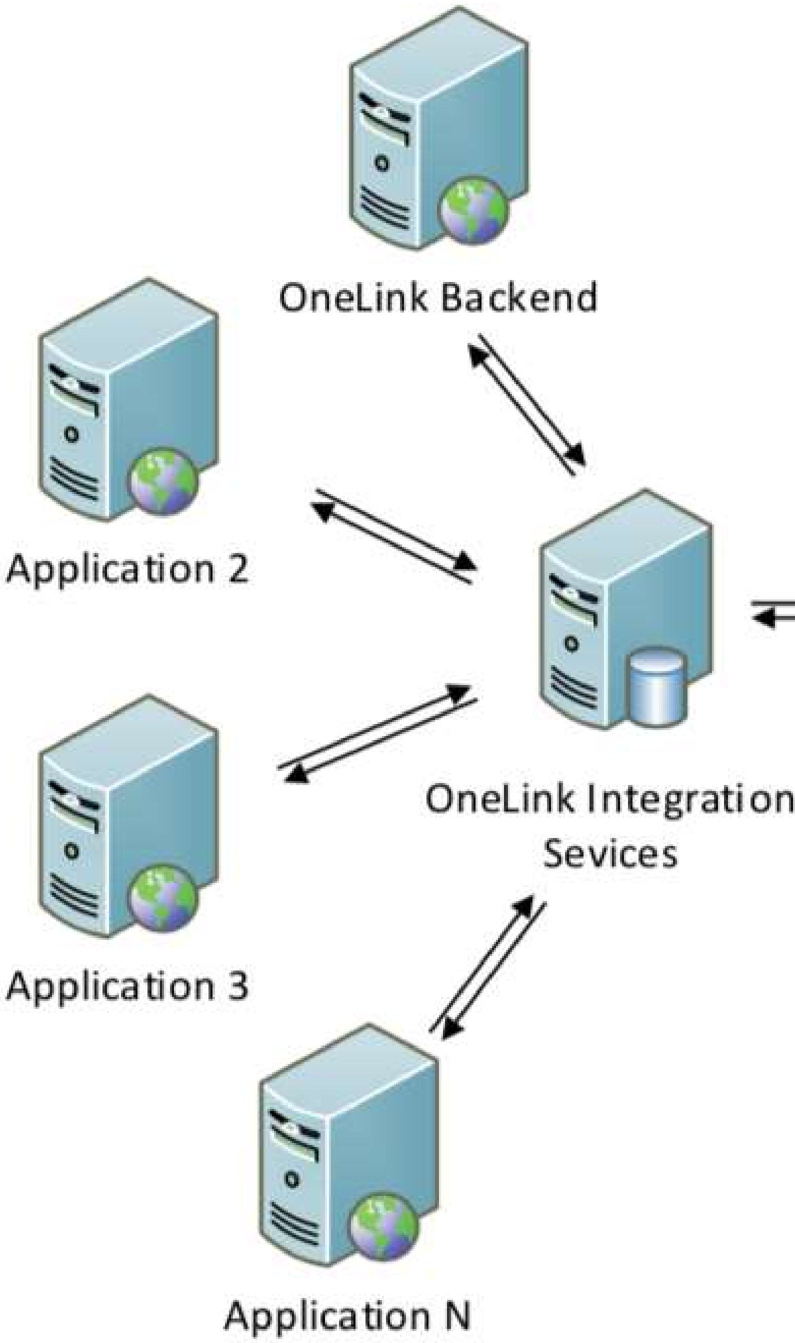
The Company and the Customer users will perform the testing of all required functionality of the Respond© CRM Solution, as developed according to the configuration and requirements document, including interfaces to all integrated systems listed in 1.3.7.

1.3.7 Integration and Interfaces

The Company shall configure, test and implement integrations to external systems. RST will deliver a work plan for the integrations according to the Project Plan that will define the scope of each third-party system integration in order to implement the Respond© solution. This plan will be a collaboration effort between RST and the Customer.

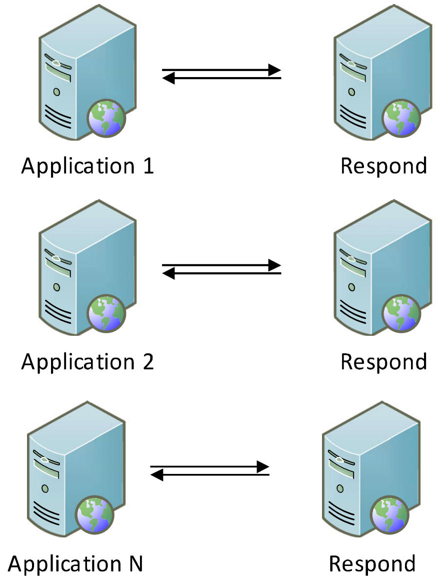
1.3.7.1 Integration Middleware

Rock Solid will facilitate the interaction between the diverse applications and RESPOND©. The integration middleware will manage all communication, data translation, and process interactions among the connected applications. The integration module is an asynchronous process that allows for web service integration. The integration runs as a standalone, and periodically processes data creation, and updates in the participating systems. This process allows the integration to occur in situations where connection interruptions happen. The integration that will be implemented by the Company using integration middleware method is the RESPOND/ Cityworks Integration.



1.3.7.2 ***Application-to-Application Integration***

This approach is intended to develop integrations without a centralized server connector. Application development for integration may not reside in the same environments. This approach will be used when integration relies on a pass through process such as authentication with Active Directory and real time data retrieval such as GIS.



The integrations that are included in the existing Respond© solution, and will be implemented by the Company using an application-to-application integration method, are as follow:

- ADFS for Single Sign On (SSO)
- Outlook 365 Email Integration
- Power BI
- Constant Contact
- Qualtrics
- ESRI

1.3.7.3 RESPOND /ADFS Integration for Single Sign On (SSO)

RESPOND© will be integrated to the City's Active Directory using ADFS. This will allow the City staff to use their existing user name and password to log in to the CRM system and avoid a login screen when authenticated.

1.3.7.4 RESPOND/ Outlook 365 Email Integration

RESPOND© will be integrated to the City's Outlook 365 email service in order to receive and send email using existing City inboxes and accounts.. The integration allows for the city to establish various inboxes that will be used to receive emails and receive them in queues. These queues can take emails, allow for internally handling and mark them as completed to have control of which email have been attended to or not in the CRM system. All emails that are related to the customer/citizen and will available in the Customer Profile.

1.3.7.5 RESPOND/ Constant Contact Integration

RESPOND© will be integrated to the third-party application, Constant Contact, that the City of Gainesville currently utilizes for one-to-many mass email communication. This will help the City leverage existing Contact data and different functionality from Constant Contact directly in Respond©. All emails that are related to the customer/citizen and will available in the Customer Profile. The integration will ensure the City can correctly manage outbound communication from the Respond© CRM System to its Contacts.

- RESPOND/ Constant Contact Integration any CRM Checkbox Field on the Contact record to your Marketing Automation Lists.
- Sync marketing lists to Constant Contact lists.
- Opt-outs managed automatically.
- Custom field mapping between both systems.
- Sync campaigns and campaign responses from Constant Contact to Dynamics CRM.
- Dynamics CRM always takes higher precedence over Constant Contact. Any changes in CRM will always be synced to Constant Contact.

1.3.7.6 RESPOND/ Qualtrics Integration

Integration will consist of the use of the Qualtrics Surveys that the subscriber has developed. The expected scope of the integration will consist of modifying our survey link included in the automatic system email notifications being sent as part of a completed request. This integration will ensure that the URL being sent matches the desired survey that the Customer wishes to use for their Requests. If the Customer desires a different scope of integration with the Company, then the specific requirements have to be identified and a detailed estimate of work can be provided for this integration.

1.3.7.7 RESPOND/ ESRI Integration

RESPOND© must consume ESRI REST endpoint to search addresses. The system allows the use different ESRI layers such as corporate boundary, code enforcement, forestry districts, among others in order to support request management. To date no other of Company's customers have needed to use ESRI credits to enable the RESPOND / ESRI Integration and Company will make every reasonable effort to configure Customer's RESPOND / ESRI Integration to not consume credits.

RESPOND© has out of the box integration with ESRI GIS system. The system can connect to underlying Customer base maps and layers and present those in the system maps views via ESRI REST endpoint. The system can also connect to Customer's maintained geocoder to expand on address validation efforts using City maintained data. These geocoders can be used to validate the addresses of contact records being created to ensure that these addresses are using approved addresses.

1.3.7.8 RESPOND/ Cityworks Integration

In order to accurately track all citizen contact and interactions into a single system, Rock Solid will also provide service request or case management for citizens.

Rock Solid is able to use the existing 'myGNV' mobile application name and app store entries; as result, the transition for residents will be seamless and appear as a simple app update on mobile devices.

Service requests will be pushed into Cityworks, via a bi-direction integration. Our partnership with Jones Edmunds will ensure the proper transition of this integration so that it will be seamless to your existing users.

This Integration will consist of data exchange between RESPOND© and Cityworks. The data to be synchronized between both systems must be defined in collaboration with the City and the assistance of Jones Edmunds.

The RESPOND© CRM system will accept information updates from Cityworks only if the Cityworks record originated from RESPOND©. Information regarding the Cityworks case, such as request number and status must be shown in RESPOND©. The exact records and fields to be presented will be defined during the design phase. It is required to create an integration and Cityworks testing environment to execute development and testing tasks. New environments should have the same software specifications as those in the production environment. The annual license for service requests, Cityworks integration, and customer portal is outlined in Section 5. All services fees for this additional are included at no additional charge.

1.4 Areas Out of Scope

Anything not listed in the previous "Areas within Scope" is considered out-of-scope for this SOW such as:

- Any third party or external software applications identified to be implemented as part of this project including their licensing, support, and educational fees as well as assistance in the software selection and/or implementation of those products.
- The purchase, selection, sale or support of any local Infrastructure/hardware, workstations, mobile devices, printers, or network-related equipment
- Manual data conversions
- Scrubbing and cleaning of legacy data that will either be converted manually or in an automated process
- Additional data conversion or interfaces not described in the scope section
- Implementation of other departments or legal entities not described in the scope section.

2. PROJECT APPROACH, TIMELINE AND SERVICE DELIVERABLES

2.1 Approach

The Company will leverage the following methodology to execute this SOW. The methodology uses Microsoft SureStep in combination with PMI guidelines.

The Company will organize the implementation project into five distinct phases during the implementation project lifecycle:

1. Analysis
2. Design
3. Development
4. Deployment
5. Operation

The implementation will begin with Analysis phase to determine the order in which the Company and the Customer will implement the Respond© solution for the City's departments. Then, the Company will look to define the requirements and define all the configuration needs. The Company will also define any software configurations required to complete the defined requirements. With all the configurations and any modifications defined, the Company will proceed to begin the development phase. Some of the phases in a cycle and across the cycles may overlap at certain points of the project to allow for a faster implementation. For each of the five cycles once the Company has completed the phases of Analysis through Development, the Company will proceed with the Deployment and Operation phases to implement the solution.

The following sections provide more detail on how the Company and the Customer will execute each of the phases and the activities that are the responsibility of the Company and the Customer.

2.1.1 Analysis

The Analysis phase represents the official start of the implementation. This phase defines the activities required to initiate and effectively plan the entire project. The Analysis phase is initiated with the executive kick off meeting designed to provide executives with an overview of the project vision, scope, objectives, and benefits. In addition, the meeting covers the schedule, milestone, resources, roles, responsibilities, and deliverables. Kick off meetings with similar agendas are also conducted with the internal project team and with the project team members of the City.

Following the project kickoff, the Company and the Customer will finalize the project plan. This is approved by the Customer and forms the basis of the entire project.

The Company will outline the detailed activities of all the phases in the project schedule with input and approval by the Customer. These activities will result in the deliverables of each phase as outlined in the Deliverable tables within each Phase section.

The Customer will formally approve the deliverables as indicated in the table below.

2.1.1.1 ***Project Management***

- Kickoff
- Project plan (schedule, training, scope, testing)
- Status update and meetings
- Coordination of tasks with team members
- Establish communication guidelines

2.1.1.2 Training

- Demonstrate system features
- Training plan

2.1.1.3 Business Process Analysis

- Detailed business process analysis

2.1.1.4 Requirements and Configuration

- Business requirements gathering
- Fit gap analysis
- Define the configuration templates

2.1.1.5 Infrastructure and Interfaces

- Review the current infrastructure
- Deliver infrastructure requirements and recommendations
- Define environments (integration, testing/training, production)

2.1.1.6 ***Data Migration***

- Define data migration requirements

2.1.1.7 ***Key Deliverables in the Analysis Phase***

ANALYSIS PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	Company	Customer
Project Kickoff (Joint effort)	Responsible	Responsible
Project Plan (*schedule, training, scope, testing, deployment); Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Training Plan, Integration Work Plan*	Responsible	Contribute, Approval
Risk and Issues Register; *A log for all identified risks and issues*	Responsible	Contribute, Approval
Change Control Plan; *establishes how changes will be handled*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Communications Plan; *establishes how communications in the project will take place*	Responsible	Approval
System Features Demo; *The Company will demonstrate the Respond© solution features and capabilities with selected officials.*	Responsible	Contribute, Approval
Training Plan	Responsible	Contribute, Approval
As-Is Business Process Analysis Documentation		Responsible, Approval
Process Review Sessions; *The Company will review current processes for all departments involved in the project. All departments must provide documentation of their current services and their pertinent processes for resolving them. The Company will hold meetings with all department representatives to discuss business processes and how they can map to the automated*	Responsible	Contribute, Approval

solution (Respond© CRM).		
Requirements Document: Business Requirements Gathering Sessions *Once all business processes are reviewed, the Company will meet with all department representatives and validate the scope of the implementation of the system as it maps to each department. This will help establish documentation of the expected process as it relates to the software solution.*	Responsible	Contribute, Approval
Fit Gap Analysis; This is documented in the requirements document.	Responsible	Contribute, Approval
Defined Configuration Templates; *The Company will discuss all elements of the solution configuration capabilities with the Customer and deliver a template to complete all configuration needs. This template will contain a list of questions that will be completed by the Customer. It asks for information such as Request Types, Users, Department Structure, SLA's, Geography, Knowledge Articles, etc.*	Responsible	Contribute, Approval
Infrastructure requirements and recommendations; *The Company will perform a client infrastructure review; review bandwidth, connectivity, security limitations and the Customer's hardware and make any necessary recommendations and complete the requirements document.*	Responsible	Contribute, Approval
Defined Environments (integration, testing/training, production)	Responsible	Approval
Data Migration Requirements	Responsible	Contribute, Approval

Company's deliverables will be formally approved by the Customer as per section 2.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

2.1.2 Configuration and Requirements Definition (Design)

The goal of the Design phase is to define how to implement the business requirements by department.

The phase includes defining the configuration of the overall Respond© solution and the design of specific configurations that are necessary to satisfy business requirements identified during the Analysis phase, by department. This phase also includes activities to design the integrations, interfaces, data migration elements and security that are required to support the requirements for each department. The Company will complete a Configuration and Requirements document. This document indicates how the system will be configured and what changes are needed in order to implement the solution successfully. This document will define how the system will work in accordance with the Customer requirements and processes. This document will use the information that was compiled in the configuration templates in addition to the defined business processes as they are mapped to the system features.

The Company will establish a non-Production environment such as test to support the system configurations and prepare for the development effort required for integration and interfaces, data migration, and custom code development, if any. A demonstration of the base software is also presented by the Company to understand the system capabilities.

The detailed activities of the Design phase will be included in the project schedule that will be approved by the Customer at the outset of the project.

2.1.2.1 ***Project Management***

- Status update meetings
- Coordination of tasks with team members
- Issue resolution and scope management

2.1.2.2 Training

- Training requirements
- Review of the core system features

2.1.2.3 ***Business Process Analysis)***

- Review and update of business process models

2.1.2.4 ***Requirements and Configuration***

- Configuration and requirements document
- Include any security requirements

2.1.2.5 Custom Coding

- Configuration and requirements document

2.1.2.6 Integration and Interfaces

- Configuration and requirements document

2.1.2.7 Data Migration

- Data configuration and information template
- Data subsets for testing
- Testing Plan

2.1.2.8 ***Key Deliverables in the Design Phase***

DESIGN PHASE DELIVERABLES – BOTH PARTIES

Deliverables	Company	The Customer
Issue Resolution, Risk Mitigation and Scope Management; *The Company in conjunction with the Customer will review and manage outstanding issues, mitigate any risks, identify new risks and review any potential scope items on a weekly basis.*	Responsible	Responsible
Status update and meetings	Responsible	Responsible, Approval
Core Product Software Review; *The Company will review the Respond© solution features and capabilities with selected Customer staff. The Company will perform four sessions of 4 hours each.*	Responsible	Contribute, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
Configuration and Requirements Document; *The Company will complete the Requirements and Configuration document and the Customer will formally approve the document as per Section 4.3.2. Once the sign-off from the Customer is obtained, the development team is readied for the custom code development effort and perform the needed configurations.*	Responsible	Contribute, Approval
Data Configuration and Information Template; *The Customer will complete the template with the help from the Company. Each department will be completing their own version of the template to prepare for their deployment phase.*	Contribute	Responsible, Approval
Additional software or hardware procurement in place; *As per the infrastructure and interfaces requirements document the Customer will ensure that any procurement identified is in place.*		Responsible, Approval

Respond Testing Environment	Responsible	Approval
Third party testing environments (including integrations)		Responsible
Access to Infrastructure (network 3rd party systems, remote access, internet)		Responsible
Testing Plan	Responsible	Contribute, Approval
Data Load templates (citizen data, etc.)	Responsible	Contribute, Approval

Company's deliverables will be formally approved by the Customer. Approvals will be at phase end or as deliverable approvals are required as per the project schedule

2.1.3 Development

The goal of the Development phase is to build and test the system components that are defined and approved in the requirements specifications, including developing the configurations, integrations, interfaces, and any data migration processes.

The Development phase involves ongoing project management activities to manage risks and issues, communications, change requests, and project plan updates. The future state business process model is updated if needed based on any testing outcomes and finalized in this phase. The development of the training plan is updated and presented to the Customer for review.

In addition, the Company will setup all non-production environments. The Customer will participate in the testing prototypes and will start engaging all system participants to alert of, and encourage the use of, the new system. For integrations and deployment expected from the Customer, if any dependencies which require proper access for Company to complete integration, then the Customer is responsible for validating Company has proper access to it.

The City will develop all content needed for the Knowledge Base.

The detailed activities of the Development phase will be included in the project schedule that will be approved by the Customer at the outset of the project. These activities will result in the following deliverables of the Development Phase outlined in the table below and the Customer will formally approve any deliverables.

2.1.3.1 *Project Management*

- Status update and meetings
- Coordination of tasks with team members
- Issue resolution and scope management
- Review and update plans

2.1.3.2 *Training*

- Updates to the training plan
- Review of prototype
- Change management

2.1.3.3 *Business Process Analysis*

- Review and update of business process workflows

2.1.3.4 *Requirements and Configuration*

- Configuration and set-up of any software adjustments
- Security

2.1.3.5 *Custom Coding*

- Development of software adjustments
- Custom Code freeze

2.1.3.6 *Quality and Testing*

- Solution testing (unit testing, system testing, integration testing and stress and load testing)
- Testing plan
- Testing Scripts (unit testing, system testing, integration testing and stress and load testing)

2.1.3.7 *Infrastructure*

- Updated infrastructure review and recommendations. Support any procurement efforts.

2.1.3.8 *Integration and Interfaces*

- Development of integrations
- Integration and interface code freeze

2.1.3.9 *Data Migration*

- Scripts and data migration
- Scripts and data migration freeze
- Data imports
- Data scrubbing, manual data conversions

2.1.3.10 Key Deliverables in the Development Phase

DEVELOPMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan*	Responsible	Approval

Status update and meetings	Responsible	Responsible, Approval
Training Plan Updates as required	Responsible	Contribute, Approval
Update of business process workflows; *Part of the software development section.*	Responsible	Approval
Updated To-Be Process Models	Responsible	Approval
Data imports	Responsible	Approval
Data scrubbing, manual data conversions		Responsible, Approval
Knowledge base creation		Responsible, Approval
Custom code developed and tested (Respond)	Responsible	Approval
Integration Development *The Company will develop the needed integrations as defined in the Configurations and Requirements document.*	Responsible	Approval
Software Development & Configuration *The Company will configure and develop the software based on the any software changes, workflows and configuration based on the requirements document. Prototypes will be developed in order to present progress and approve the functionality of the system.*	Responsible	Approval
Prototype 1	Responsible	Approval
Software Adjustments for final version; *Development of changes of final version of the product including those issues found during previous tests*	Responsible	Approval
Final software product	Responsible	Approval
Adjustments to the Customer Web Site; *In the case, the web site solution features need to be part of the existing Customer Web Site, then the Customer's development team needs to make the adjustments to incorporate the feature. The*		Responsible, Approval

Company will support the Customer with this effort.		
Test scripts (functionality, integration, interfaces, stress and load)	Responsible	Contribute, Approval
Testing (functionality, integration, interfaces)	Responsible	Responsible, Approval

Company's deliverables will be formally approved by the Customer as per section 2.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

2.1.4 Deployment

Key activities in this phase include End User Training, Change Management, User Acceptance Testing, and the actual move to the new production environment.

Upon successful UAT acceptance, Stress and Load Testing Acceptance, a business go/no-go decision is made by the Customer on whether to proceed with the go-live or to defer until any critical issues are resolved.

Once Go-Live has been approved, the infrastructure and technical teams prepare the production environment for the cutover tasks, as agreed to by the Customer and the Company, that lead to the go-live state. Required configurations and tweaks may be made, and performance tuning may be performed if necessary.

The Company performs a production environment audit and obtains final system approval from the Customer. The system is now ready for go-live and any subsequent environment changes are placed under the change control process.

2.1.4.1 *Project Management*

- On-going project management activities including risks and issues, communications, change requests, and project plan updates
- Status meetings
- Support coordination of change management strategies

2.1.4.2 *Training*

- Complete end user manuals
- User training
- Knowledge Transfer to the Customer

2.1.4.3 *Requirements and Configuration*

- Production environment configuration
- Go Live

2.1.4.4 *Quality and Testing*

- User acceptance tests

- Issue resolution

2.1.4.5 *Infrastructure and Interfaces*

- Install and setup production environment

2.1.4.6 *Data Migration*

- Data upgrade to production

2.1.4.7 *Key Activities in the Deployment Phase (for each department going live)*

DEPLOYMENT PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Updates to Project Plan (schedule, training, scope, testing, deployment); *Development of a plan that includes the final scope, Project Schedule, Test Plan, Risk Management, Quality Management Plan, Training Plan, Integration Work Plan, Migration Plan*	Responsible	Approval
Status update and meetings	Responsible	Responsible, Approval
Training plan updates	Responsible	Contribute, Approval
Training scripts	Responsible	Contribute, Approval
Training guides/manuals	Responsible	Contribute, Approval
Training sessions; General	Responsible	Responsible from the business perspective
Training Session; Administration	Responsible	Responsible from the business perspective
Training Session; Technical	Responsible	Responsible from the business perspective
Training Acceptance		Responsible, Approval
UAT test scripts (functionality, integration, interfaces)	Responsible	Contribute, Approval
UAT testing (functionality, integration, interfaces)	Contribute	Responsible, Approval

User Acceptance and Stress and Load Testing Acceptance (Go-No Go Decision)		Approval
Cutover Plan *Tasks for cutover as agreed to by the Customer and the Company*	Responsible	Contribute, Approval
Final data migration	Responsible	Approval
Software installation and Production Environment	Responsible	
KB articles created and loaded		Responsible
Production environment readiness	Responsible	Contribute
Final Production System Approval		Approval
Knowledge Transfer *This is based on the training plan that outlines the method and timeline for the transfer of knowledge. As detailed in the plan, the Company will conduct corresponding knowledge transfer meetings with the Customer to cover any items that are pending or need further clarification.*	Responsible	Contribute
Production operations guide	Responsible	Contribute, Approval
Go live	Responsible	Responsible

Company's deliverables will be formally approved by the Customer as per section 2.3.2. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

2.1.5 **Operation**

Key objectives of this phase include providing post go-live support, transitioning the solution to the Customer's support team, performing a final quality audit, and providing project closure.

The Program Management team prepares the final invoices, lessons learned, and the project closure report. The team also prepares a folder with all the project deliverable documents with their acceptance forms. These documents are reviewed with the Customer to obtain final approval and acceptance.

The functional and technical team hands off the resources that are required to provide post go-live support and resolve any issues that arise out of deployment to the user base. At this point, the support teams are also involved to resolve issues, so that the transition of the solution to the Customer and support (per the appropriate support contract) occur smoothly.

2.1.5.1 *Project Management*

- On-going project management activities including risks and issues, communications, change requests, and project plan updates
- Status meetings
- Deliver project documentation
- Resolve any outstanding issues
- Project closure

2.1.5.2 *Requirements and Configuration*

- Transition to Support
- Establish procedures to update test/training environment

2.1.5.3 *Key Deliverables in the Operation Phase*

OPERATIONS PHASE DELIVERABLES – BOTH PARTIES		
Deliverables	**PROVIDER**	**SUBSCRIBER**
Knowledge Transfer *Transition to support*	Responsible	Responsible, Approval
Final quality audit; Included in the PM closeout document	Responsible	Approval
Operations support	Responsible	Responsible
On-going training	Responsible	Contribute
1 week post go-live on-site support	Responsible	
PM closeout document	Responsible	Approval

Company's deliverables will be formally approved by the Customer. Approvals will be at phase end or as deliverable approvals are required as per the project schedule.

2.2 Timeline

This timeline for performance of milestones under the SOW is intended by the parties to be flexible with a "buffer" of sixty (60) additional days; any modifications of time greater than 60 days shall require an amendment to the SOW by agreement of the parties.

Task Name	Start	Finish	Duration
Project Schedule	**Mon 4/6/20**	**Thu 8/27/20**	**104 days**
Analysis	**Mon 4/6/20**	**Tue 6/9/20**	**47 days**
Project Start	**Mon 4/6/20**	**Mon 4/6/20**	**1 day**
Kick Off Meeting	Mon 4/6/20	Mon 4/6/20	4 hrs
Project Scope and Schedule Revision	Mon 4/6/20	Mon 4/6/20	4 hrs
Management Documentation	**Tue 4/7/20**	**Wed 4/15/20**	**6.5 days**
Client Infrastructure Review	Mon 4/13/20	Tue 4/14/20	2 days
Review of City Internal Processes	Mon 4/13/20	Fri 4/24/20	10 days
Core Product Software Review	Mon 4/27/20	Mon 4/27/20	1 day
Requirements Gathering and Fit Gap Analysis	Mon 4/27/20	Fri 5/8/20	10 days
Configuration and Requirements Definition (Design)	**Mon 5/11/20**	**Tue 6/9/20**	**22 days**

Configuration and Information Templates	Mon 5/11/20	Wed 5/13/20	3 days
Completion of Information Templates	Thu 5/14/20	Wed 5/27/20	10 days
Configuration and Requirements Document (Users, Service Types,SLA Times, Departments,.. etc.)	Thu 5/28/20	Wed 6/3/20	5 days
Review Configuration and Requirements	Thu 6/4/20	Thu 6/4/20	1 day
Approve Configuration and Requirements	Fri 6/5/20	Tue 6/9/20	3 days
Development (Adjustments and Configuration)	**Thu 6/4/20**	**Tue 8/4/20**	**43.5 days**
Data Migration Development	Thu 6/4/20	Mon 6/22/20	12.5 days
Integration Development	Thu 6/4/20	Wed 6/24/20	15 days
Iteration 1 of Sofware Adjustments and Configuration	Thu 6/4/20	Wed 6/17/20	10 days
Prototype 1.0 Release	Thu 6/18/20	Thu 6/18/20	1 day
Iteration 2 of Sofware Adjustments and Configuration	Fri 6/19/20	Thu 7/2/20	10 days
Prototype 2 Release	Fri 7/3/20	Fri 7/3/20	1 day
Software Adjustments for Final Release	Mon 7/6/20	Mon 7/20/20	10 days
Software Adjustments after User Testing Results	Tue 7/28/20	Tue 8/4/20	5 days
Deploymet	**Fri 6/19/20**	**Tue 8/18/20**	**42.5 days**
Test Environment for Third Party Systems	Fri 6/19/20	Mon 6/22/20	2 days
Install and Configure Test/Training Environment	Fri 6/19/20	Mon 6/22/20	2 days
Install and Configure Production Environment	Mon 7/20/20	Thu 7/23/20	3 days
Go Live Version Update	Fri 8/14/20	Mon 8/17/20	1 day
Testing	**Fri 6/19/20**	**Tue 7/28/20**	**27.5 days**
User Review of Prototype 1	Fri 6/19/20	Fri 6/19/20	0.5 days
User Review of Prototype 2	Mon 7/6/20	Mon 7/6/20	0.5 days
Review Test Plan	Mon 7/20/20	Tue 7/21/20	1 day
Functional User Testing	Tue 7/21/20	Tue 7/28/20	5 days
Training	**Mon 7/20/20**	**Fri 8/14/20**	**19 days**
End User Documentation	Mon 7/20/20	Mon 7/27/20	5 days
Review Training Plan	Tue 7/28/20	Wed 7/29/20	1 day
User Training	Tue 8/4/20	Tue 8/11/20	5 days
Administration Training	Tue 8/11/20	Thu 8/13/20	2 days
Training Acceptance	Thu 8/13/20	Fri 8/14/20	1 day
Go Live	**Tue 8/11/20**	**Tue 8/18/20**	**5 days**
Pilot Progam	Tue 8/11/20	Tue 8/18/20	5 days
Go Live	Mon 8/17/20	Tue 8/18/20	1 day
Operations	**Tue 8/18/20**	**Thu 8/27/20**	**7.5 days**
Post Implementation Support On Site	Tue 8/18/20	Tue 8/25/20	5 days
Review of Closing Documentation	Tue 8/25/20	Tue 8/25/20	0.5 days
Acceptance of Project Closing	Wed 8/26/20	Wed 8/26/20	1 day
Transition to Support Operations	Thu 8/27/20	Thu 8/27/20	1 day

2.3 Key Service Deliverables and Acceptance Process

2.3.1 Key Project Service Documentation Deliverables

This section intentionally deleted. The details have been captured in each Phase's Deliverables Table above.

2.3.2 Service Deliverable Acceptance Process

During and at the end of each phase throughout the project, the Company will deliver completed project service deliverables as outlined in section 2 for review and approval. These service deliverables shall be accepted or rejected within ten business days from the time of submittal for acceptance. The use or partial use of any service deliverable constitutes acceptance of that service deliverable. Feedback supplied after the review period will be evaluated as a potential change of scope and shall follow the Change Management Process outlined in the SOW. At the beginning of each phase, the Company and the Customer will jointly review the Acceptance Criteria for each deliverable for that phase. The deliverables for the Deployment phase and the Operation phase will be department specific and provided five times, once for each of the five phase outlined in Section 2.1.

The Service Deliverable Acceptance Process is described below.

2.3.2.1 Submission of Service Deliverables

The Company Project Manager, or his or her designee, will prepare a Service Deliverable Acceptance Form (Exhibit section) and forward with the respective service deliverable to the Customer's Project Manager, or Customer's designee, for consideration.

2.3.2.2 Assessment of Service Deliverables

The Customer's representative will determine whether the service deliverable meets the requirements as defined in the SOW and that the service deliverable is complete. Additional work on or changes to an accepted service deliverable that are requested by the Customer will be managed through the Change Management Process.

2.3.2.3 Acceptance / Rejection

After reviewing, the Customer will either accept the service deliverable (by signing and dating the Service Deliverable Acceptance Form) or will provide a written reason for rejecting it and will return the Service Deliverable Acceptance Form to the Company's Project Manager. If feedback from multiple Customer representatives is received, then the Customer's Project Manager, or Customer's designee, will consolidate that feedback before delivering it to the Company's Project Manager.

2.3.2.4 Correction of Service Deliverables

The Company will correct in-scope problems that are found with the service deliverable and will address the correction of out-of-scope changes according to the Change Management Process. The Company will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. After the Company corrects all previously identified in-scope problems, the service deliverable is to be resubmitted.

2.3.2.5 *Monitoring and Reporting*

The Company project team will track service deliverable acceptance. Updates to service deliverable acceptance will be included in the status report and discussed in the status meeting. Service deliverable acceptance issues that cannot be resolved will be elevated to the Company and Customer Project Managers and/or Executive Sponsors.

2.4 Project Governance Approach

2.4.1 Health Checks and Project Assurance

Project assurance ensures that risks and issues are managed effectively and defines the metrics that foster the delivery confidence of the project/program. A vital component of assurance is devising the metrics that would give visibility into the project performance

Status meetings will be used to review the health of the project along with status reports. The status report will assess and report with Key Performance Indicators (KPI's) the elements needed to effectively manage the project successfully. The health checks, project metrics and KPI's will be defined and agreed to with the Customer in the Analysis Phase.

2.4.2 Accountability and Responsibilities

Final definition of roles and responsibilities needs to be established in the Analysis at the beginning of the project. Everyone will need to be accountable for his or her role. Not having a definition for accountabilities and responsibilities will have a direct impact on the effectiveness of meetings, the change control process, risk assessment and the communications. When defining accountability and responsibilities both the Company and the Customer will need to define not only who is accountable, but also who is responsible, consulted and informed for each of the project's deliverables.

2.4.3 Sponsorship and Engagement

The Company will need to establish all the project stakeholders including the project sponsor or sponsors in the Analysis phase. All stakeholders need to be fully engaged in the project. The Company will list all project sponsors and ensure proper communication depending on their stake in the process. All expectations will be defined and agreed upon according to the scope of the project to ensure a successful delivery of the project.

2.4.4 Communication Plan

The communication plan will be developed once all the stakeholders have been identified and their interests and expectations have been defined.

Once the communication plan is complete, the project manager will ensure that there is a right balance of meetings and reporting. This needs to be defined to ensure that each stakeholder understands the mode and content of communication, frequency, owner/receiver, communication milestones and decision gates. In addition, communication needs to be crisp, precise and to the point.

As a starting point a formal process will be employed to facilitate communication during the project. There will be two key vehicles for providing this communication: a bi-weekly status report and status meeting. This frequency may change from time to time based on a mutual agreement between the two parties.

- The Company Project Manager, working in conjunction with the Customer Project Manager, will compile status reports with the frequency defined above for distribution to both the Customer and Company management.

- Meetings will be held with the frequency defined above to review overall status, the project schedule, and open issues noted in the status report.

  The final decision on the proper communication channels, frequency and stakeholders will be defined in the communication plan section of the project plan.

2.4.5 Issue/Risk Management Procedure

The following general procedure will be used to manage project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
- Communicate issue resolution

An issue/risk log will be kept and discussed during status meetings or ad-hoc when needed. A mutually agreed upon issue escalation process will be defined in the Analysis phase.

2.4.6 Change Management Process

The Company and Customer Project Managers, and team members will all play key roles in managing the scope of this project. As such, the Project Managers and team members must be aware of their responsibilities in order to ensure that work performed on the project is within the established scope throughout the entire duration of the project

During the project, either party may request in writing additions, deletions, or modifications to the services described in this SOW ("change"). The Company will have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written Change Request Form signed by the designated Project Managers from both parties

Upon a request for a change, the Company will submit the change on the standard Change Request Form describing the change within 5 Business Days from the date of the request, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed is defined below. Both parties agree to follow this process and to use the Change Request Form.

- Identify and document
- Assess impact and prioritize
- Estimate required effort

- Approve / Disapprove
- Assign responsibility
- Monitor and report progress
- Communicate change resolution

Within ten business days of receipt of the proposed Change Request Form, the Customer's Project Manager shall either indicate acceptance of the proposed change by signing the Change Request Form or advise the Company Project Manager not to perform the change. If the Customer's Project Manager advises the Company Project Manager not to perform the change, then the Company shall proceed only with the original services. In the absence of the Customer's Project Manager's acceptance or rejection, the Company will not perform the proposed change.

Fees listed below are for this Statement of Work only.

2.5 Services Fees

The one-time fees are to cover Business Process Analysis, Implementation, Data Migration, Training, and Project Management. The total cost is a fixed fee of $52,650, initial payment of $52,650 will be invoiced on the Effective Date, as defined in the Master Customer Agreement. (*For 5-year term, we are waiving the 100 hours @ $100/hr Constant Contact integration fee, which is not included in the above number*)

2.6 Additional Fees and Terms

Payment terms, term length, and annual fees are outlined in a separate document, Master Customer Agreement.

3. PROJECT ORGANIZATION AND STAFFING

3.1 Project Organization Structure, Roles and Responsibilities

This section identifies the overall project organization structure, reporting relationships, and key project roles and responsibilities. The City may assign additional resources and individuals may be changed by either side as needed.

3.1.1 Customer

ROLE & NAME	RESPONSIBILITIES
Executive Sponsor	Works with the Customer's Project Manager in monitoring the health of the project. Communicates when necessary with the Company Executive Sponsor.
Project Manager	Managing all aspects of the project from the Customer's side. Works closely with the Company Project Manager
Functional Lead	Works closely with the Customer's Project Manager from the Customer's side. Leader of all the functional teams, representing general knowledge of the overall business. This person can also be the project sponsor and coordinate the overall efforts of the independent department leads
Functional Team Member	Every department included in the scope of the project should have a functional representative that understands the department's business processes in detail. This person will provide all the department-specific requirements. In the case that the department works with third party systems that are included in the scope of the integrations, then this representative should have detailed knowledge of how to use the third party systems. They will also perform user acceptance tests.
Technical Lead	Works closely with the Customer's Project Manager from the Customer's side. The technical lead should be in charge of coordinating all activities regarding systems and infrastructure. This person will ensure that all local test environments are completed and can support the Company technical lead. This person will lead the technical team and ensure that they deliver on all tasks.
Technical Team Member(s)	Works closely with the Customer's Project Technical Lead from the Customer's side. This person(s) should provide expertise and can support the Company resources on any Customer-side technical tasks such as creating environments, configure infrastructure, provide any needed API's and access to third party systems for integration.

3.1.2 Company

ROLE & NAME	RESPONSIBILITIES
Executive Sponsor: Erik Sickinger, Senior Enterprise Account Executive	Works with the Company Project Manager in monitoring the health of the project. Communicates when necessary with the Customer's Executive Sponsor.
Project Oversight SME: Omar Rosario	Monitors project scope closely. Facilitates scope change requests and their impact to the schedule. Organizes scheduled meetings. Maintains documentation for meetings, communications, and status reports.
Project Manager: Misael Perez	Monitors project scope closely. Leads the planning, execution, controlling, scope and closing of the project. Facilitates scope change requests and their impact to the schedule. Ensures proper communication in the project team.
Technical Lead and Tester Rene Ocasio	Leads the Company technical team which includes any additional developers, integration specialists and infrastructure specialists Works assigned tasks received from the Company Project Manager Performs system design and architecture tasks Ensures development tasks are completed according to scope
Technical Team Member and Developer Hector Tosado	Works assigned tasks received from the Company Project Manager and from the Company Technical Lead Configures the system according to the technical requirements and performs system adjustments
Technical Team Member and Developer Alexander del Busto	Works assigned tasks received from the Company Project Manager and from the Company Technical Lead Configures the system according to the technical requirements and performs system adjustments

4. GENERAL RESPONSIBILITIES AND PROJECT ASSUMPTIONS

4.1 Customer General Responsibilities

Customer will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities specified in this Statement of Work.

4.2 Project Assumptions

The services, fees, and delivery schedule for this project are based upon the following assumptions:

- The Customer will assign a Project Manager in charge of the implementation. This resource will be in charge of coordinating meetings, discussing processes, acceptance of the system and trainings. In addition, the Customer project manager will be working hand in hand with the Company's Project Manager during the system's implementation.
- Respond© users must be skilled using computers and must have basic knowledge of programs such as Word, Excel and Outlook.
- The Microsoft platform, including Windows, Internet Explorer, Office, among others may be used with Respond©.
- The Customer staff will be available to assist in the process of system configuration and address questions from the Company's team if necessary.
- The Customer will provide the Company access to the necessary network and infrastructure components in order to install the software and perform the necessary integrations
- The Customer will provide the Company's consultants with office space, internet connectivity and parking space (if available).
- The Company will not buy any third-party licenses such as API's in order to perform integrations to other systems.
- Any integration development will be limited by the third-party API capabilities.
- Anything not specified in this Agreement will be considered out of the scope of the project.

1. EXHIBITS

The exhibits 1,2 and 3 will be reviewed, updated and agreed to by the Company and the Customer at the beginning of the project.

4.3 Exhibit 1 Change Request Form

CHANGE REQUEST FORM

Prepared for

Customer

Project

Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of RST Resource here)

Contributors **[put name of all contributors here]**

Change Request Form

This Change Request Form to the contract is made pursuant to the project **Implement Respond – Customer Relationship Management and Contact Solution** by the Company and the Customer.

Change Requested			
Project/ Sub-project name:	Additional Project Hours	**Project area affected:**	Respond© Implementation
Date initiated:	(put date here)	**Date required:**	(put date here)
Name of Requestor:	(put name here)	**Contact phone:**	(put contact's phone # here)
Description of Change Request:	The purpose of this change order is to document the additional hours requested by the Customer. This change order is to document that additional hours are required for additional scope items. This Change Order is a supplement to the Original contract signed by the Company and the Customer.		
Justification for Change Request:	(put the justification here)		

Project Impacts

Trade off Matrix	Impact on Project
Scope:	The scope of this project has increased. Gainesville, FL has requested the Company to increase the scope according to the following: (text here)
Resources:	(put resources here)
Schedule:	(put deadline when changes need to become effective here)

Fee and Expense Impact

Resource	Time (hours)	Rate	Estimated Cost
Estimated Total Hours Needed to Go Live:	(put hours here)	(put rate here)	(put cost here)
TOTAL ESTIMATED COST:			(put estimated cost here)

Approver Comments

By Signing below, the Company and Gainesville , FL agree to incorporate the changes summarized herein into the existing project definitions.

Approve/Reject

Change Request Disposition:	**Approved** ☐	**Rejected** ☐

Approvals

For the Customer:

Project Manager

Date

For Rock Solid Technologies:

Project Manager

Date

4.4 Exhibit 2 Delivery Acceptance Form

DELIVERABLE ACCEPTANCE FORM

Prepared for

Customer

Project

Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of RST Resource here)

Contributors **[put name of all contributors here]**

Deliverable Acceptance

Complete System Acceptance

Submitted To:	
Submitted By:	
Data:	
Acceptance Deadline:	

Deliverable Submission

Name:	(put name of WBS task here)
Reference # (WBS#):	(put WBS# here)
Description:	(put expanded description of WBS here)
Acceptance Criteria:	
Comments:	

Deliverable Acceptance

Deliverable Acceptance:	Accept Deliverable Reject Deliverable with Reason
Date Reviewed:	
Name of Acceptor:	(put name of Customer Project Manager here)
Acceptor Signature:	

Conditions for Acceptance (if rejected)

Reason for Rejection (if rejected):	
Conditions for Acceptance:	

4.5 Exhibit 3 Status Report

STATUS REPORT

Prepared for

Customer

Project

Implement Respond - Customer Relationship Management and Knowledge Base Solution

Prepared by (put name of RST Resource here)

Contributors **[put name of all contributors here]**

Bi-Weekly Status Report

Project **Implement Respond**	Reporting Period **(put date here)**
Prepared by **(put Project Manager Name here)**	Report Date **Omar Rosario**

Project Health Card			**GREEN**
Schedule	**GREEN**	The project tasks are on schedule.	
Budget	**GREEN**	The project budget is on track.	
Resources	**GREEN**	The project resources are not an issue.	
Quality	**GREEN**	The project quality is not a concern.	
Scope	**GREEN**	The project scope is not a concern.	
Risks	**GREEN**	There are some minor risks, but they are not a concern.	
Issues	**GREEN**	There are some minor issues, but they are not a concern.	
Changes	**GREEN**	There are several small change requests, but they are not a concern.	

Project Schedule (As of put date here)						**10%**
No	Task	Baseline Start	Baseline Finish	Progress	Projected Date	Concerns (KPI)
1						**Yes**
2						**No**

Project Financials (As of put date here)						•
	Item	Baseline	Actuals	Remaining	Total	Variance
		$0.00	$0.00	$0.00	$0.00	$0.00

The following recap reviews the discussions and activities that took place from date through date

Key Decisions

ID	Description	Date

Project Change Request and Summary

Change Order #	Date	Pending or approved	Amount	Description of change

Deliverables

Engagement Deliverable	Submit Date	Comment

Key Activities Completed/In Process This Period

ID	Description	Status
2.1		
2.2		
2.4		

Meetings this Period

ID	Description	Date
3.1	Client meeting to discuss infrastructure planning for the project.	19-Dec-2017

Issues/Pending Items

Responsible	Issue ID	Description	Due date
ITC	4.1	Provide additional information pending from the Consolidated Reporting questions sent by RST.	19-Jan-2018
	4.2	Provide confirmation regarding proposal for migration	19-Jan-2018
RST	4.3	Present completed Change Requests to client for review (5 CRAs).	19-Jan-2018
	4.4	Evaluate impact to project scope from new requirements for Consolidated Reporting, Team Management)	31-Jan-2018

	4.5	Provide client with drafts Test and Training Plans. See comment in the next section of this report.	31-Jan-2018
	4.6	Provide additional information regarding Microsoft's D365 minimum infrastructure requirements.	31-Jan-2018

Activities Planned Next Week

ID	Description
5.1	
5.2	

Key Risks

Risk	Impact	Owner	Resolution/Mitigation

Please indicate your agreement with the information contained in this recap by signing below (or email a reply of acceptance) and forwarding a copy to my attention.

____

Client Acceptance

5. Appendix –RESPOND© Features

For this project, RST proposes the implementation of the RESPOND© Citizen Relationship Management (CRM) solution. RESPOND© runs on top of Microsoft's Dynamics 365, an industry-leading platform available on a cloud model that gives businesses the option of a private instance and database.

RESPOND© will give your agents the tools, guidance, and data they need to resolve requests. Customer agents will speed resolutions and deliver a more personalized, effective level of support using service software that accesses all citizen information in one place—even pulling and pushing data to and from external sources thru integration capabilities. Some of the main application components and features available in our RESPOND© suite include:

Respond© Core Modules
- Service & Information Requests
- Mobile Access to Services for Field Agents
- Comunications
- Process Automation
- Knowledgebase

RESPOND© Self-Service Portal
- Account Profile
- Online requests or complaints ("tickets")
- Access case status and history
- Request explorer using GIS and lists
- Knowledge Base
- Calendar, Anouncement & Events

RESPOND© Contact Center
- Call system data (via integration)
- Fast Request Intake
- Telephony Software Integration Capabilities

Dashboard & Reporting
- Analyical and Operational Dashboard
- Operational reports
- Power BI

Integrations
- Integration Engine & APIs
- Included 3rd party integration capabilities with systems such as ESRI

RESPOND© provides the Customer with the following advantages and benefits:

- Empower citizens to easily report issues through multiple channels and access request status from a single point of contact.
- If desired by Customer, we will configure system to allow citizens to report issues anonymously, thus not requiring a username and login credentials.
- Streamline operations through implementation of consistent service processes
- Drive a more pro-active response to problems
- Measure citizen services efforts via reports and dashboard
- Accelerated implementation
- Increase user adoption with Microsoft Office "look and feel"
- Increase usability by allowing users to select preferred language
- Cost-effective approach that leverage existing cloud services
- Web based solution that can be accessible for anyone with an internet connection and the pertinent browser and operating system.

6. RESPOND© CRM Core Modules

1. Case Intake

RESPOND© CRM manages cases or service tickets as a result of interactions with citizens. The solution is web based and is accessible to anyone with an internet connection and the pertinent web browser. A case may be used to process different request types and manage the process paths for each type. The RESPOND© CRM case features allows for easy tracking of all the activities related to a case including information sharing, call tracking, emails, appointments, tasks and assignments. RESPOND© also maintains a history of all these activities throughout the case lifecycle.

For this project, system users and citizens may create service requests, register inquiries and complaints through the RESPOND© CRM web application, the RESPOND© CRM self-service portal and the mobile application.

2. Service Requests

Service Requests may be configured to support the different services or call types that are provided by the Customer attach documents and register activities such as emails, appointments, workflow tasks and work orders. Tasks may also be created automatically through workflow configuration such as: review, investigate, schedule or close. Tasks can be assigned to specific users.

All requests in the system can be updated manually with the pertinent permissions. This means that even when some fields may have predetermined values, users can always adjust fields such as address, priority, call type and description among others. This applies to all system modules depending the security permissions of the user.

Service requests may be scheduled using work or service orders functionality. Work & Service Order appointments may be assigned to field workers. Field workers can review orders and update those orders in order to fulfill the service using their computers or mobile devices.

Through integration with the Customer's ESRI GIS system, RESPOND© CRM users may include location information with data such as such as "Trash Pickup", "Tree Maintenance", "Pothole Repair" and "Street Light Repair".

When a service request is created, the system workflows may automatically route it to the appropriate user or team in a Customer department. The Customer staff in charge of receiving these requests may assign or refer the request as well as update status, notes, physical address, parcel number and GIS coordinates. This integration may also provide the Customer's agents a rich collection of base maps, demographic maps, images, and asset data to support your service request process more effectively.

Regarding routing service requests to outside agencies, such as Alachua County, Customer will have the following options from which to choose, one of which to be decided after contract is executed. Company will honor these prices until December 31, 2020:

A. **Service Request Referral**: RESPOND© CRM allows Customer to configure workflows which would automatically refer service requests outside Customer organization by sending an email to the outside agency with all relevant service request data. There are no additional fees for this option.
B. **Additional Cityworks Integration**: In addition to the Cityworks integration described above, Company configures another bi-directional integration into the Alachua County Cityworks instance and service requests are routed automatically to this Cityworks instance. All aspects of the integration would work as described in Section 1.3.7.8 above. The County would replace the SeeClickFix web widget with one provided Company. One-time services fees would be $3,600 and annual fees would be $3,000.
C. **Alachua County Replaces SeeClickFix with Rock Solid:** Company offers stand alone service request software, without CRM, that would allow Alachua County to replace SeeClickFix. Service requests submitted to Company that are responsibility of Alachua County would be automatically routed to Alachua County, and vice versa. Each organization would utilize Rock Solid products for service request management. One-time services fees would be $4,500 and annual fees would be equal to current annual fees paid to SeeClickFix by Alachua County.
D. **SeeClickFix Integration:** Company configures bi-directional integration into the Alachua County SeeClickFix instance and service requests are routed automatically to SeeClickFix. The County would continue to use the SeeClickFix web widget. One-time services fees and annual fees would need to be scoped out of separately.

3. Information Requests & Knowledgebase

The system may store information related to general information requests. The system can keep track of the request and all forms of communication used to provide such information. Information requests may be linked to knowledge base articles. The content of the articles may be shared via email and tracking of the emails is kept as historic data for the request. Knowledge articles are maintained in the CRM system with their appropriate approval workflows and versioning controls.

4. GIS for Request Location, Assets and Duplicate Detection

RESPOND© CRM will be implemented with the capabilities to geolocate requests given a specific address that can be validated against GIS or Asset Management System data.

RESPOND© CRM has the capability (which will be implemented) to connect to the Customer's ESRI system to identify assets when working with requests. RESPOND© will connect to the ESRI system and present the needed Customer layers and underlying data, while using the ESRI API to integrate the requests to the assets. Using asset data, Customer workers will better identify the location of a request and have details on the specific Customer asset that needs attention.

RESPOND© will also use Customer data such as ESRI data or USPS data to validate addresses when those are specified in the system during the creation of requests. Auto suggest features will display predefined addresses that exist in the system.

When working with requests, RESPOND© can present, in a map, requests that are of the same type and are in a similar location of the current request. This will help alert the user that possible duplicate requests exist. By clicking on an existing request in the map, the user can identify and select a parent request for the current request being worked on. When a parent request is closed, then all related child requests are closed also.

RESPOND© will also provide a list of possible duplicates when saving a request. The user can decide to merge requests or select a parent request from that list. If the user understands that the current request is not a duplicate, then the user can proceed to save the request as a new request.

5. Notes and Attachments

Every system module such as requests and customers allow for the creation of notes related to the record. An unlimited amount of notes can be created with information such as date created, date modified, and the user that created the note. Notes can contain multiple lines of free text and can be used to attach documents for any record. For attachments, the allowed file types and the maximum file size are configurable in the system.

6. Multiple Languages

The system can be provided in multiple languages using translations files. With this feature, the user will have the ability to select the desired language, if available in the translation files. Currently the available languages are English and Spanish.

7. Business Process - Workflows

Business processes are an integral part of RESPOND© CRM. A business process can be of two types: one, automated processes that rely on communication among applications based on a set of rules, and two, interactive processes that rely on users to make the appropriate decisions regarding the next step in the workflow.

RESPOND© CRM includes a series or pre-defined automated or manually triggered workflow rules that support different stages in the provision of services to citizens. These out-of-the-box components will allow the Customer accelerate the implementation of their individual business processes. As part of the project, RST may also extend and customize the standard behavior of processes to achieve the functionality required, by configuring existing rules and developing custom components. Workflows allow the creation of email notifications based on field modifications or creation of new records. The design of the workflows are made with an easy-to-configure screen and without the need for complex programming languages (source code). Examples of flows are:

- Sending electronic mail requesting completion of the satisfaction survey at the closing of a request.
- Change the status of a request to “submitted” once it is saved and marked as submitted. This in turn may create a notification to the pertinent customer/citizen or staff with a link to the request.
- Change the assignment of a task and assign it to a new employee of an agency when the original employee is no longer available.

8. Information Campaigns and Events

The solution will provide the ability to have information campaigns, whether for activities, meetings, trainings, launches, or any other event as desired. Once a campaign has been created, event notifications can be sent via e-mail to all the guests. Notification banners of these events will be created in the portal and alerts will appear as the date of the event approaches.

The record of the invited persons’ responses regarding their attendance will be maintained and they may be analyzed or monitored according to their participation status. The solution will allow the creation of questionnaires or satisfaction surveys to be answered online by the users and their answers can be analyzed in the solution to provide the corresponding graphic results.

9. Announcements

Announcements or alerts may be created, in order to present a message to all the system users. These messages can be presented in the CRM backend system as well as in the Portal in the Notices section. Messages can be generated and published in the solution without help from the provider or custom development.

10. Alerts and Notifications

The ability to e-mail alerts or notifications about publications or any other subject to users of the solution will be provided. The emails can be sent individually or in bulk to many users.

- Notification templates can be created in such a way that they can be reused when creating an email.
- Notifications may be generated automatically through workflows. Notifications or alerts may be activated with a creation, update, or deletion of a record in the system. This means that a notification can be sent automatically with the change of any field in the system, as requested

11. Activities

Activities can be related to any module within the system. They can be assigned to a user or group, and usually have an action date, a due date and a status. Types of activities include:

- Email (connected to your mail server)
- Appointment
- General Task
- Survey (sent to customers via email)
- Phone Call
- Fax
- SMS (sent to customers)
- Appointment (can be viewed in a calendar)

12. Single Sign-On Capabilities

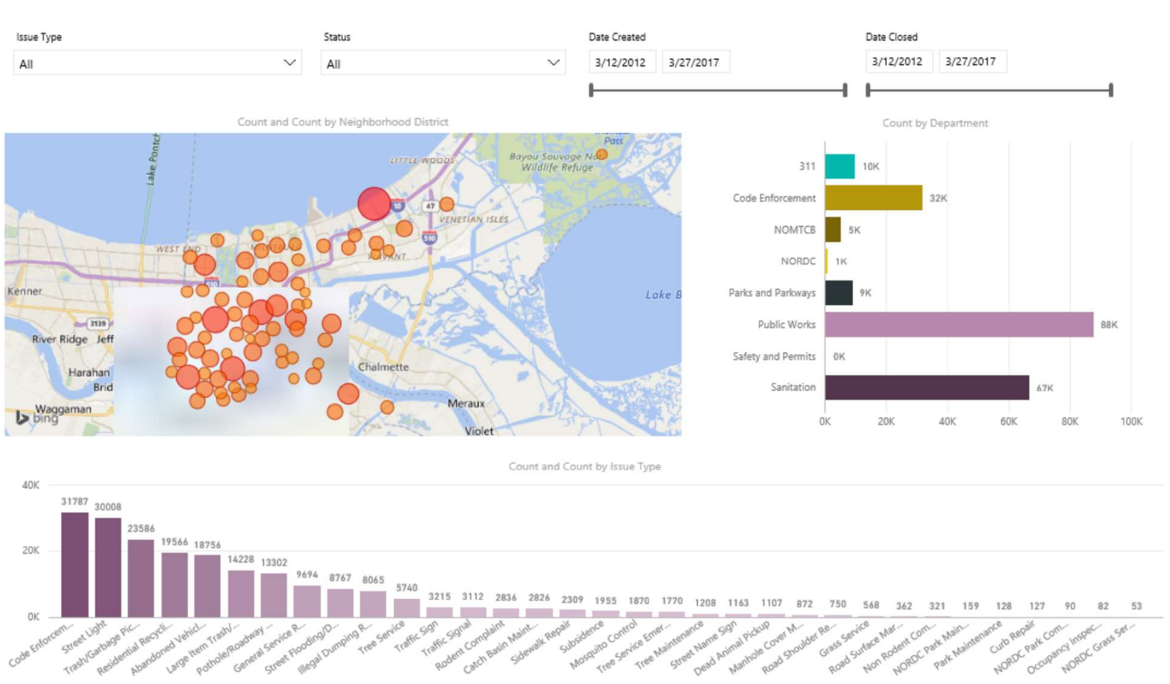
The RESPOND© solution will be delivered in a Software as a Service Model (SaaS) in the cloud. RESPOND© is built on Microsoft technology and uses use Active Directory Federated Services (ADFS) for authentication. ADFS can be setup with single sign on features to access the system. ADFS will allow integrating to the Customer’s Active Directory through the Customer ADFS or the Customer Azure AD.

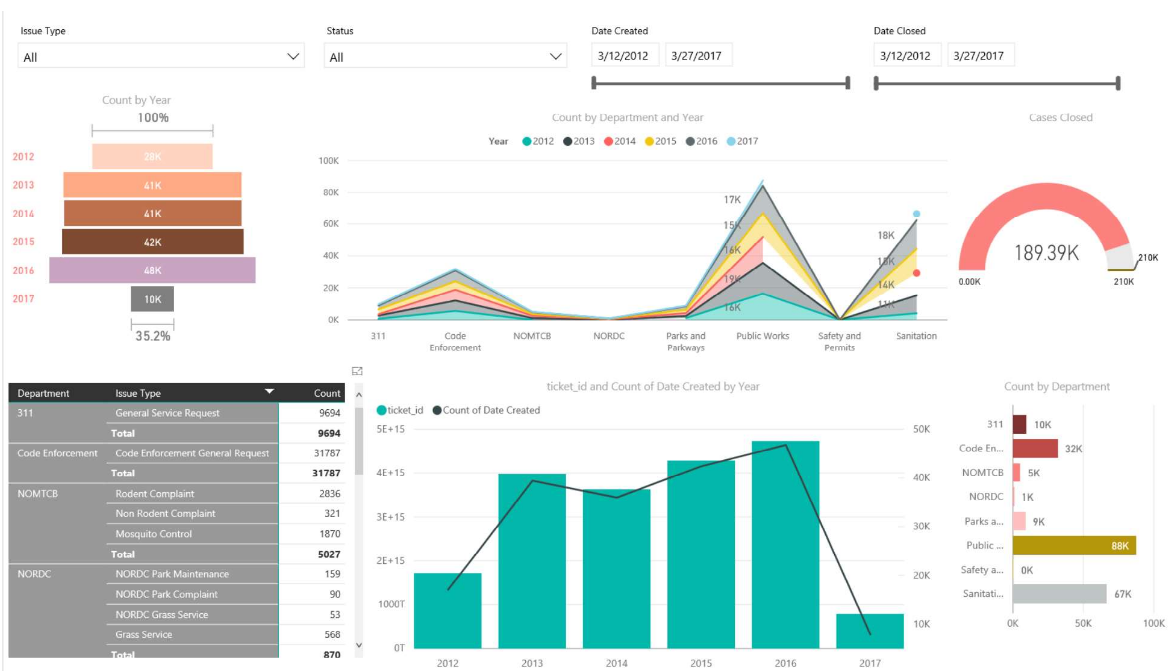
13. Interface with the Customer’s MS Office 365 email system

The RESPOND© solution is built on Microsoft Dynamics CRM which integrates with the Microsoft Office 365 mail system and the

Exchange Mail Server. The interface with the Customer's mail system can be with an on premise email server, or a cloud based mail server such as Office 365. This will allow the system to receive and send emails using the Customer's current email services.

Power BI Dashboards

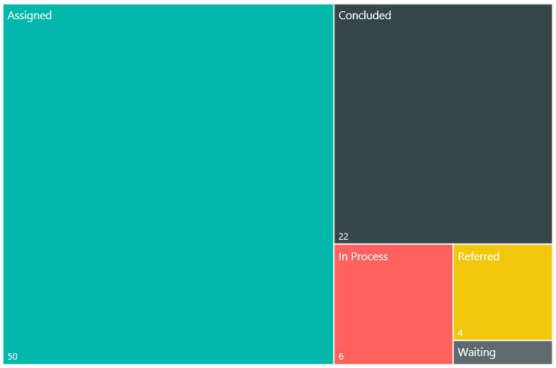




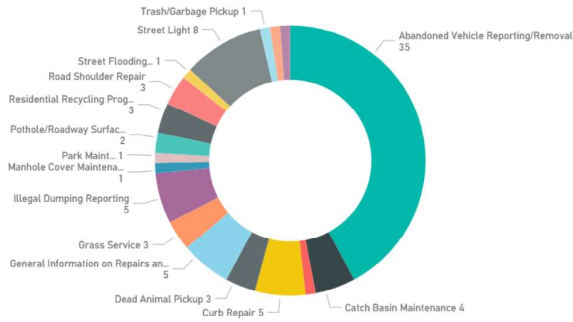
Reported Date

4/4/2017 5/1/2017

Services by Status Reason

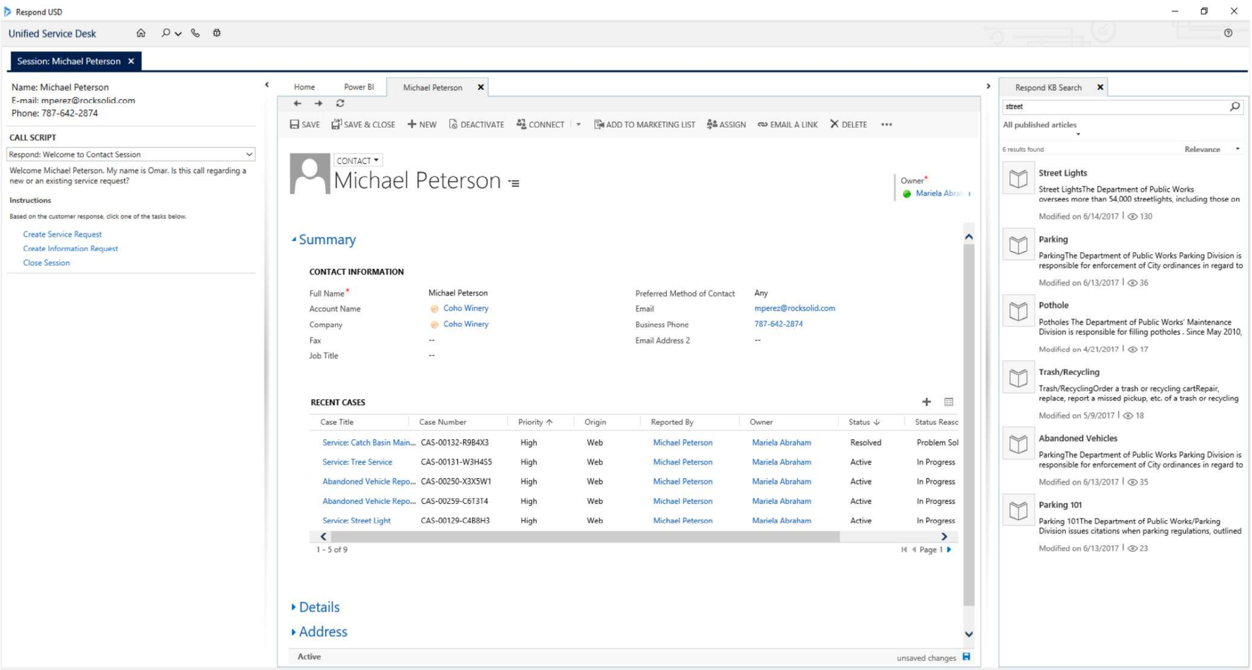


Services by Type

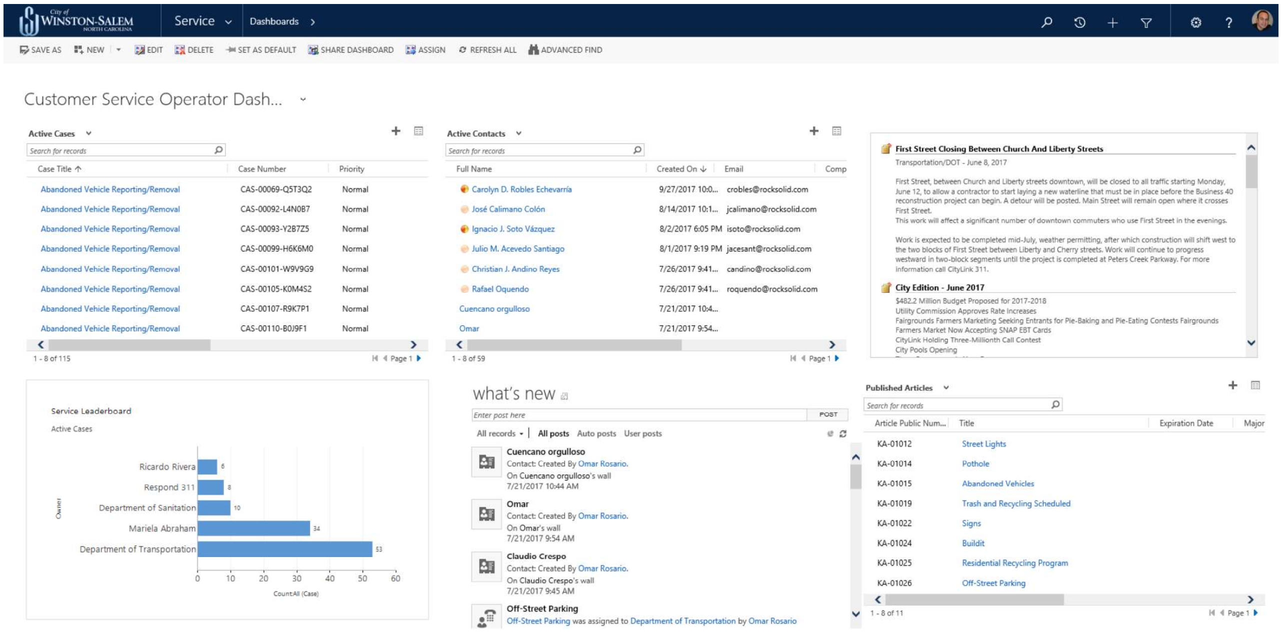


14. **CRM System**

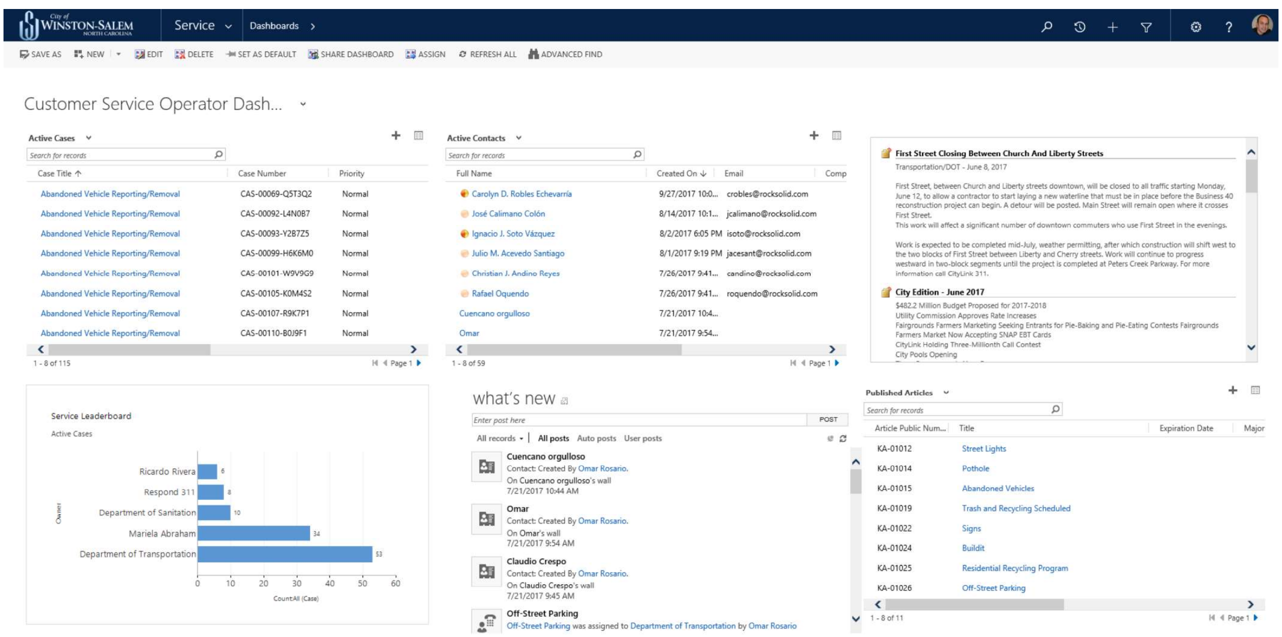
Unified Service Desk



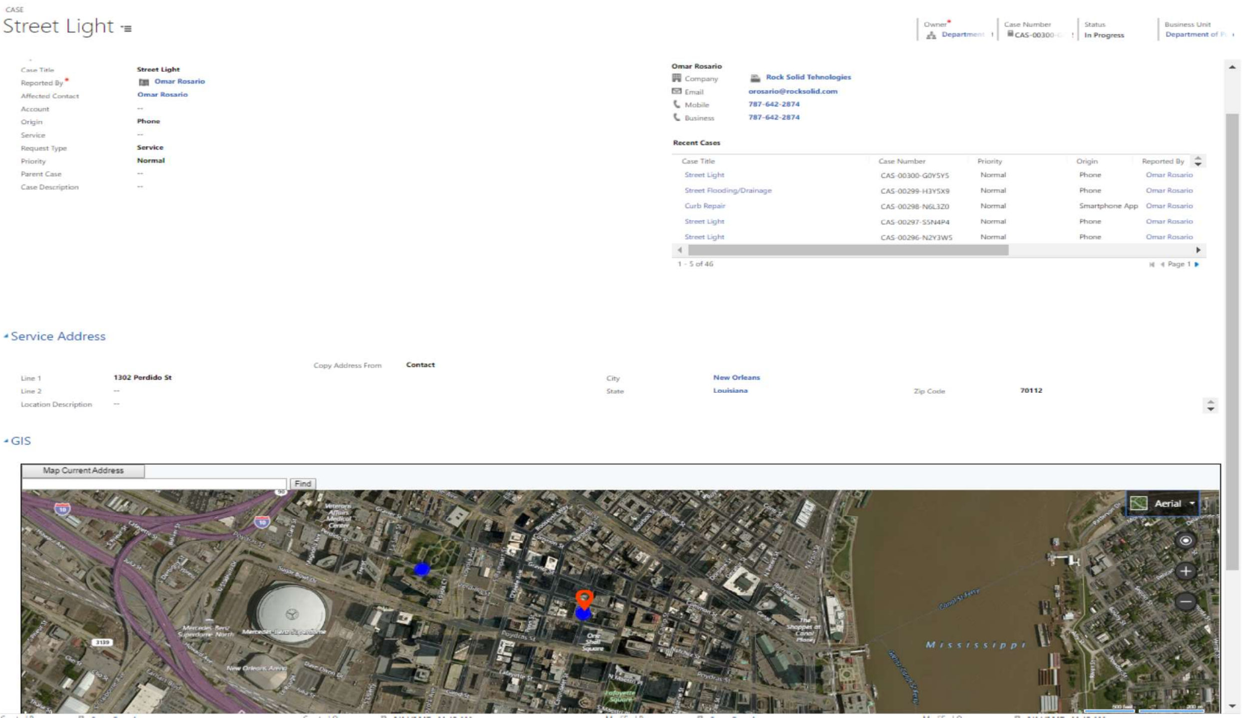
Customer Service Dashboard



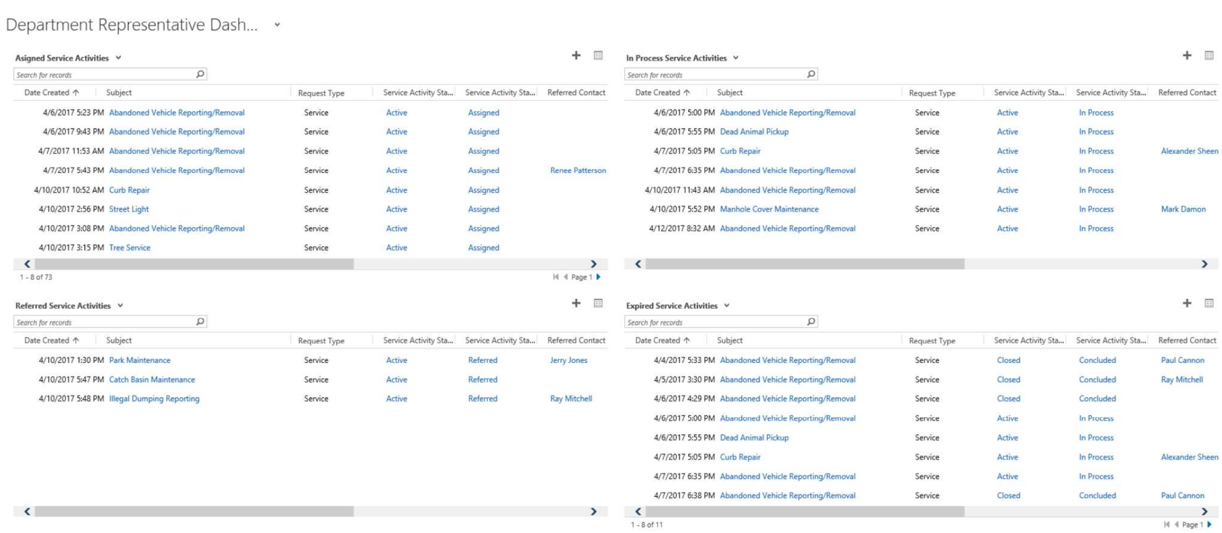
Customer Service Dashboard



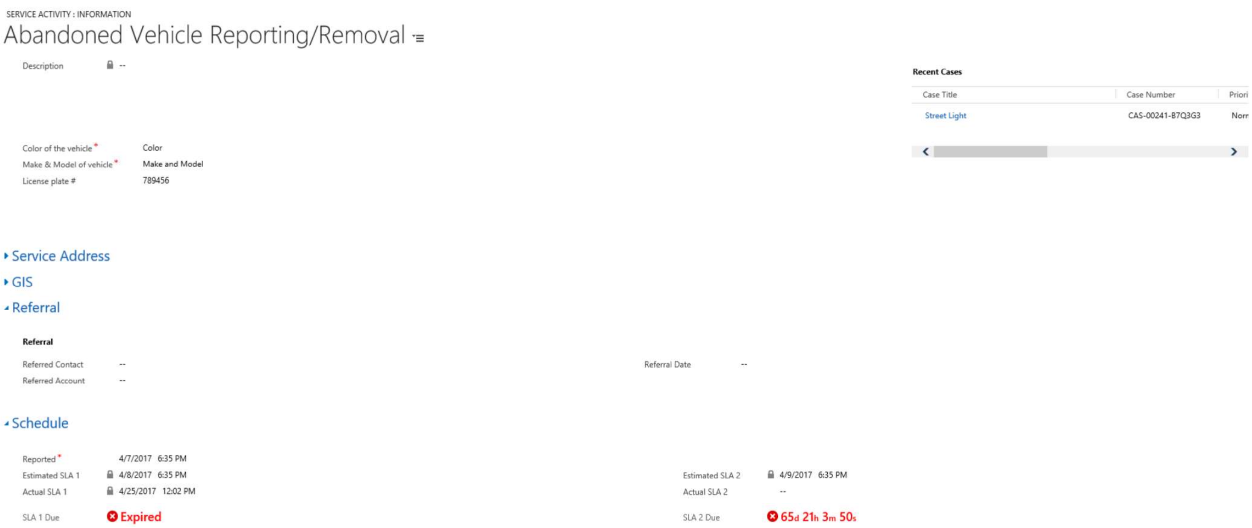
Request Screen (In the map blue pins are potential duplicates)



Department Representative Dashboard



Department Representative Case View with SLA Monitoring



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