NORTH|STAR™
UTILITIES SOLUTIONS

Master Agreement
Software, Services, Support and Maintenance Agreement

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Contents

Master Agreement Terms and Conditions

THIS SOFTWARE LICENSE, SERVICES and SUPPORT AND MAINTENANCE AGREEMENT (the "Agreement") made as of the ____ 2nd day of Mar 2021 (the "Effective Date").

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

                                                - and -

                                                Town of Castle Rock ("Organization")

WHEREAS, Harris wishes to grant the Organization a license to utilize certain Software; to provide certain Services related to said Software; and to enter into an agreement for the Support and Maintenance of said Software;

WHEREAS, the Organization wishes to acquire a license to utilize the Software; to obtain Services related to said Software; and to acquire ongoing Support and Maintenance for said Software;

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

ARTICLE I: INTERPRETATION

Section 1.1   Definitions

1.1.1   **"Completion of Services"** means that the Software is operational and performing in conformity with the specifications set out herein. Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominant business system.

1.1.2   **"Concurrent Users"** means the total number of Users who can access the Software at any one time as detailed in Schedule "A," and further described in Article II.

1.1.3   **"Concurrent User License"** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

1.1.4   **"Confidential Information"** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

1.1.5   **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

1.1.6   **"License"** means the license rights granted to the Organization pursuant to Article II hereof and includes both a Concurrent User License and a Site License.

1.1.7   **"Release"** means an Update and an Upgrade.

1.1.8   **"Site"** means solely at the production environment described in Schedule "A".

1.1.9   **"Site License"** means a license that restricts the Software such that it can reside in one production environment and a reasonable number of non-production environments.

1.1.10 **"Software"** means the software products that are listed in Schedule "A" and includes any Update(s) or Upgrade(s) that have been provided to Organization. Third Party Software is not included in the definition of Software.

1.1.11 **"Third Party Software"** means the third-party software product licensed to Organization by the applicable licensors as listed in Schedule "A" The terms and conditions for the Third Party Software are listed in Schedule "E". Future Releases of the Software may require alternate third-party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule "A" shall be amended to add any such third-party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.

1.1.12 **"Update"** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

1.1.13 **"Upgrade"** is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

1.1.14 **"User"** means any employee of Organization or any of Organization's agents who are authorized by Harris pursuant to this Agreement to have access to the Software.

Section 1.2   Currency

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

Section 1.3   Schedules

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

> Schedule "A" - Description of Software
> Schedule "B" - Statement of Work ("SOW") with attached
> - License Fees & Payment Schedule
> - Fee Structure and Payment Schedule for Consulting Services
> - Support and Maintenance Fees
>
> Schedule "C" - Sample Change Order Form
> Schedule "D" - Standard Support and Maintenance Guidelines
> Schedule "E" – Third Party Software Licenses and Third Party Software Terms

ARTICLE II: SOFTWARE LICENSES

Section 2.1   Grant of Licenses

2.1.1   **Harris Software is licensed, not sold.** Software under this Agreement may be licensed perpetually or on a subscription basis, as indicated and designated on Schedule "A."

      2.1.1.1   **Perpetual Licenses.** For Software licensed to Organization on a perpetual basis, as indicated on Schedule "A," and subject to the terms and conditions of this Agreement, including without limitation the payment of the License Fees, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format for the number of Concurrent Users specified in Schedule "A" (the "License"). This License does not apply to Third Party Software, which are licensed pursuant to their terms.

      2.1.1.2   **Subscription Licenses.** For Software licensed to Organization on a subscription basis, as indicated in Schedule "A," and subject to the terms and conditions of this Agreement including without limitation the payment of the Subscription Fees on an ongoing basis, Harris hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Hosting Site and for the number of Concurrent Users specified in Schedule "A" (the "License"). All Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this Subscription Agreement may state otherwise.

2.1.2   Any Software furnished by Harris in machine-readable form may be copied in whole or in part by Organization for use on the Organization's platform and operating system environment which is operating the Software ("Designated Computer System"). This environment can be accessed by Users can be from any internal or external computer terminal. To the extent that any temporary files associated with the Software are created during such use on such terminals, those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by Harris and all copies thereof made by Organization are and at all times remain the sole property of Harris.

2.1.3   Any License granted under this Agreement permits the Organization to: (i) use the Software for its reasonable business purposes including performance testing, disaster recovery, disaster testing, training, archival and backup, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software which may include flow diagrams, system operation schematics, and/or screen shots. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in its sole discretion in advance. To the extent permitted by law, the Organization shall defend, indemnify and hold harmless Harris from claims arising from

      (i)   all of the actions of and
      (ii)   any misuse or appropriation of the Software by any independent contractor.

2.1.4   The Organization may duplicate Documentation for permitted uses so long as all required proprietary markings are retained on all duplicated copies.

2.1.5   Software is licensed to the Organization on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

      (i)   Concurrent User License permits the Organization to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further

defined as anyone authorized by the Organization who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii)   A Site License permits the Organization to use the Software on the Designated Computer System in one (1) production environment and a reasonable number of non-production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. Organization requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

Organization may purchase additional licenses to use the Software as necessary at Harris' then current prices and terms.

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

Section 2.2   <u>Term of License</u>

2.2.1   **Term of License of Software.** This Agreement commences on the Effective Date.

    2.2.1.1 For any Software License(s) identified on Schedule "A" as perpetually licensed and licensed pursuant to Article 2.1.1.1 is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

    2.2.1.2 For any Software identified on Schedule "A" as licensed on a subscription basis and licensed pursuant to Article 2.1.1.2, unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to Harris's then-current price structure and any modifications to the terms and conditions of this Agreement made by Harris upon written notice to Organization to reflect Harris's then current version of this Agreement unless either party provides written notice to the other party of its intention not to renew within thirty (30) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term". The License is subject to further restrictions as required under the Hosting Services provisions of this Agreement and the payment of any applicable fees as set forth in Schedule "B."

2.2.2   **Term of Services.** The term for delivery of Services hereunder shall be as set forth in any SOW appended hereto or entered into between the parties hereafter.

2.2.3   **Term of Support and Maintenance.** The initial term for services provided, pursuant to Article IV hereinafter, shall be for one year beginning on the Start Date. Thereafter, the Support and Maintenance provisions of this Article IV shall automatically renew annually, unless terminated by either party upon giving to the other not less than thirty (30) days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each such one-year term and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable one-year term. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if the Support and Maintenance provisions of this Agreement are terminated.

Section 2.3   Restrictions on Use

2.3.1   Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) rent, lease, lend, or use the Software for time-sharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to Harris for any misuse of the Software.

2.3.2   The Software and related materials supplied by Harris are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.4   Ownership of Software and Confidential Information

2.4.1   The Organization acknowledges that the Software contains proprietary information and Confidential Information that is the sole property of Harris.

2.4.2   The Organization will take reasonable care to safeguard the Software, and at least the same care as it takes to safeguard its own similar Confidential Information.

2.4.3   To confirm compliance with this Article II, Organization shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide Organization with reasonable notice of any such audit.

2.4.4   The Organization is a local government entity subject to the provisions of the Colorado Open Records Act. The Organization will give Harris notice in the event that it receives notice of a request under the Colorado Open Records Act to disclose information related to this contract or other information Harris has identified as confidential. If Harris declines to release identified confidential information, Harris must defend the Organization should it go before a district court of law.

Section 2.5   Ownership and Disposition of Documents

2.5.1   The parties agree that no materials or documents are being created for Organization by Harris under this Agreement. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, remain the sole property of Harris.

2.5.2   Where the Organization requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and provisions for the license or ownership of said custom materials.

Section 2.6   Third Party Software

2.6.1   Harris may distribute to Organization the Third Party Software which is described as Third Party Software in Schedule "A". Organization shall pay for the Third Party Software through Harris in the amount of the purchase price(s) listed along with the License Fees attached to Schedule "B", the SOW. Harris and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user Documentation for use with the Third Party Software.

2.6.2   It is acknowledged by the parties hereto that the Third Party Software provided to Organization pursuant to this Agreement was developed and delivered to Harris by one or more Third Party software companies. As such, the Third Party Software is licensed to Organization by the applicable licensor listed in Schedule "A" and subject to the terms and conditions of the applicable license agreement for such Third Party Software. Harris makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and Harris accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor.

2.6.3   Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.3 and the confidentiality obligations set out herein shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

2.6.4   Organization acknowledges that IBM's relevant standard licensing and use terms, as amended by IBM from time to time, apply to its use of Cognos and that Organization is bound by such licensing and use terms and such terms are included in Schedule "E". The standard licensing and use terms shall include anything described as a "Licensing Information Document" by IBM and all licensing files and NOTICE files that are included with the Cognos software or as may be supplied by IBM to Organization from time to time. To the extent that the terms in the Licensing Information Document or similar type documents provided by IBM differ from those in Schedule "E", the terms in the Licensing Information Document shall take precedence;

(d)   All such licenses are a restricted license, which means that the Cognos software may only be used with the Software.

ARTICLE III: CONSULTING SERVICES

Section 3.1   Harris' Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization in accordance with the relevant Statement of Work:

3.1.1   Oversee and implement the conversion from the Organization's existing software applications to Harris' Software.

3.1.2   Install the Software and perform necessary setup and configuration operations.

3.1.3   Provide training.

    (i)   In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructor(s).

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

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

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

3.1.4   The Statement of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Statement of Work are not binding on Harris and are merely provided for informational purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article V.

Section 3.2   Performance by Harris

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

3.2.2   Harris' Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed. Harris will consult with the Organization on its methodology, manner and means.

3.2.3   Conduct on Organization's Premises -- The Services shall be performed with the Organization's full cooperation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. When working on the Organization's premises, Harris personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

3.2.4   Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.2.5   Independence -- As an independent consultant, Organization retains Harris and its employees and agents on an independent contractor basis and not as an employee.

3.2.6   Coordination of Services -- Harris agrees to coordinate with Organization staff in the performance of Services and to be available for consultation at all reasonable times.

Section 3.3   Performance by Organization

3.3.1   Cooperation by Organization: The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to cooperate fully with Harris to achieve the Completion of Services expeditiously.

3.3.2   Project Manager: The Organization shall designate a project manager to facilitate the successful implementation.

3.3.3   Additional Organization Obligations:

(i)   Organization shall install all Updates within a reasonable time after notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of such notification.

(ii)   Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data to reproduce the environment in which such defect occurred.

(iii)   Organization shall allow the use of online diagnostics on the Software supplied to Organization as requested by Harris. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

(iv)   Organization personnel shall be educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, such personnel will be trained by Harris or Organization within fifteen (15) days. If Harris performs such training, it shall be compensated in accordance with this Agreement.

(v)   Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause and despite anything in this Agreement or the Statement of Work to the contrary, Harris is absolved from any requirements regarding the backup of any data. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi)   Organization shall not permit any third party to have direct access to or provide services in relation to the Software or any Third Party Software without Harris' prior written consent.

(vii)   Organization shall have the sole responsibility for:

(a)   the performance of any tests it deems necessary prior to the use of the Software;

(b)   assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods;

(c)   implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction; and

(d)   timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE IV: SUPPORT AND MAINTENANCE

Section 4.1   Delivery of Support Services

4.1.1   Method of Delivery. Harris shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Schedule "D" hereto, effective on the date the Software is installed (the "Start Date").

Such services may be modified at Harris' sole discretion. Organization will establish auto remote access procedures compatible with Harris' current practices.

4.2.2 The initial term for services provided, pursuant to this Article IV, shall be for one year beginning on the Start Date.

4.2.3 Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

4.2.4 Source Code Escrow. Harris maintains an escrow agreement with a third party under which is placed the source code for each major release of its Software. Organization may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. Organization will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Harris Software is strictly governed by the terms of the escrow agreement. No escrow in Third Party Software is provided.

4.2.5 Harris shall have the right to terminate ongoing Support and Maintenance pursuant to this Agreement immediately if:

    i) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with this Agreement; or

    ii) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

ARTICLE V: REPRESENTATIONS AND WARRANTIES

Section 5.01   Warranty of Performance

5.1.1 The Software will substantially perform as described in the Documentation for a period of ninety (90) days from the Completion of Services if the Software is used in accordance with the Documentation, the terms of this Agreement and where the Organization has the Required Programs and the hardware meets the requirements. The Organization's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

5.1.2 In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by Harris, provided Organization has ongoing Support and Maintenance with Harris pursuant to Article IV of this Agreement, Harris will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of Article IV. Harris reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Harris' own choosing.

5.1.3 Harris warrants that services performed pursuant to this Agreement will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Section 5.02   Exclusions to Warranty

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

5.2.1 where the installation, integration, modification or enhancement of the Software was not done by Harris or its authorized agent, or where Organization has taken any action which is prohibited by the Documentation or this Agreement;

5.2.2   any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

5.2.3   user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted herein;

5.2.4   Organization's failure to install a new Update necessary to cure an error or bug, for security or legislative compliance purposes or for such other reasons as Harris may determine in its sole discretion; or

5.2.5   Any other event of force majeure.

Section 5.03   No Other Warranties

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

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

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION'S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

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

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

Section 5.04   Required Programs and Hardware

5.4.1   The Organization acknowledges that the use of the Software may require that the Organization obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The Organization agrees that the acquisition of the Required Programs (including the cost for future updates) shall be at its sole cost and that the cost thereof is not included in the fees herein.

5.4.2   Organization's hardware shall be maintained in sufficient quality, condition and repair at Organization's sole cost and expense to support the Software licensed and supported herein. If Harris determines that

Organization's hardware is not of sufficient quality, condition and repair, Harris shall so notify Organization, and Organization will use reasonable efforts to remedy any hardware deficiencies within thirty (30) days.

5.4.3   Organization shall provide no less than one hundred eighty (180) days' notice where the Organization anticipates changing any of the third party software or hardware products in use on the Designated Computer System so that Harris may assess whether the Software will function with the different software or hardware. Where Harris determines that the Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization's sole risk. Harris and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination.

ARTICLE VI: FEES AND PAYMENT

Section 6.1   Fees and Payments for Licenses

6.1.1   The Organization agrees to pay Harris total license fees detailed in Schedule "B" (the "License Fees"), which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees. All payments for License fees are non-refundable.

6.1.2   Except for any aspect of the License Fee which is payable on the Effective Date, during the term of this Agreement, Organization shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable License Fee.

Section 6.2   Fees and Payments for Services

6.2.1   The Organization agrees to pay Harris total fees as delineated in attachments to the SOW (Schedule "B"). The fee structure and payment schedule for Services is outlined therein. All payments for Services are non-refundable.

6.2.2   Annual Subscription for Subscription Licenses

6.2.1.1 The Organization agrees to pay Harris the Annual Subscription Fees, which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the Annual Subscription Fees in accordance with the payment terms set out in Schedule "B".

6.2.1.2 The Annual Subscription Fee will be billed annually in advance beginning as set forth in Schedule "B" and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Annual Subscription Fee to its fiscal year or any other period it may request, then Harris will issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Annual Maintenance Fee from time to time in relation to each renewal term, but Organization shall only be billed once per year. The Annual Subscription will end on December 31st and renew January 1st of each year under this Agreement.

6.2.3   The Organization agrees to reimburse Harris for its travel, lodging, per diem and other out of pocket expenses as set out in the attachment to the SOW (Schedule "B").

6.2.4   During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice is due and payable upon receipt.

6.2.5   In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any late charges.

6.2.6   Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be payable upon receipt of invoice. Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. Organization warrants that there are no additional county/city/municipal style taxes that apply to any of the Services, Support Services or Licenses or that are in relation to income taxes payable by Harris employees.

6.2.6   Change Orders. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample Change Order is presented in Schedule "C".

Section 6.3   Fees and Payments for Support and Maintenance

6.3.1   In consideration for the support services provided hereunder, Organization shall pay the "Support and Maintenance Fee" as detailed in the SOW (Schedule "B"). The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, then Harris will issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term, but Organization shall only be billed once per year.

6.3.2   In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Agreement which include:
   (i)   its direct travel expenses which are excluded from the total fees amount described in the Statement of Work, including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees;
   (ii)   courier services, photocopying, faxing and reproduction, all reasonable travel costs (hotel and airfare) including a travel time rate of $75.00 per hour;

(iii)   a per diem rate of $70.00 for week days and a $140.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided);

(iv)   a mileage charge based on the current U.S. Internal Revenue Service recommended rate per mile, long distance telephone calls; and

(v)   all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production.

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

6.3.3   Harris shall supply all Upgrades to Organization at no additional charge other than the payment of ongoing Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Harris then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

6.3.4   All Updates of the Software and all those services listed in the Statement of Work which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.

6.3.5   All payments for Support and Maintenance shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of support and maintenance services shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization.

ARTICLE VII: REMEDIES, LIABILITY AND INDEMNITY

Section 7.1   Remedies and Liability

7.1.1   Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done prior to said termination.

7.1.2   The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris' liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i)   EXCEPT FOR DAMAGES ARISING OUT OF HARRIS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.3, BOTH PARTIES AGREE THAT HARRIS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO HARRIS BY THE ORGANIZATION UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE TIME THAT THE CLAIM AROSE.

(ii)   IN ADDITION TO THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR

SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ORGANIZATION HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

Section 7.2   Intent

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

Section 7.3   Intellectual Property Indemnity

7.3.1   In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trademark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, Harris shall, at its expense, defend and indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by Harris on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris' prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to Harris throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of Harris.

7.3.2   Harris' liability for any claims under this Section 7.3 shall be reduced to the extent such claim arises from;

(i)   alterations or modifications to the Software by Organization or a third party in any manner whatsoever except with the prior written consent of Harris;

(ii)   combination, integration or use of the Software with software, hardware or other materials not approved by Harris where such claim would not have arisen but for such combination, integration or use;

(iii)   use of the Software other than in compliance with this Agreement;

(iv)   compliance with the Organization's written instructions or specifications; or

(v)   use of the Software after notice from Harris that it should cease due to possible infringement.

7.3.3   Any breach by Organization of its covenants under this Section 7.3 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that Harris shall be, at Harris' election, for Harris to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

7.3.4   The foregoing states Harris' entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

7.3.5   Organization may, at Organization's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

7.3.6   The indemnity provisions of this Section 5.03 shall not apply to Third Party Software and Harris shall have the right to substitute the licensor of the Third Party Software to perform Harris' obligations hereunder and the Organization agrees to release Harris from any obligations related to such Third Party Software.

Section 7.4   Remedies

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

ARTICLE VIII: GENERAL

Section 8.1   Confidentiality

8.1.1   Duty Owed to the Organization: Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:

(i)   to maintain this information in confidence;

(ii)   not to use this information other than in the course of this Agreement;

(iii)   not to disclose or release such information;

(iv)   not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and

(v)   to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

8.1.2   Duty Owed to Harris: The parties agree that if the Organization breaches any term of Section 2.3 or Section 2.4 then Harris shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 8.2.1.

Section 8.2   Termination

8.2.1   If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to

(i)   issue a written notice disputing the alleged default within such thirty (30) day period; or

     (ii)   to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, this will constitute and "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

8.2.2   If Organization has failed to pay the license fees in accordance with Article VI, then Harris shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization.

8.2.3   Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

     (i)   becomes insolvent;

     (ii)   becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or

     (iii)   becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

Section 8.3   Procedure on Termination

8.3.1   If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify in writing that all of the Organization's copies of the Software have either been returned to Harris or deleted.

8.3.2   If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.

8.3.3   All warranties related to the Software terminate upon the termination of this Agreement.

Section 8.4   Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Notwithstanding the foregoing, nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 8.5   Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally or mailed by prepaid registered post. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4

and in the case of the Organization, to: Town of Castle Rock at 100 N. Wilcox Street, Castle Rock, Colorado, U.S.A 80104

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.5.

Section 8.6   Assignment

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

Section 8.7   Reorganizations

The Organization acknowledges that the License, Services, and Support Fees set out in this Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, Harris shall be entitled to receive, and the Organization shall pay, an additional License, Support or other fee based on the then prevailing License, Support and other Harris fee schedule in effect. The provisions of this Section 8.7 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.7 shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid License to use the same Software.

Section 8.8   Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter. There are no other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures. This Agreement may not be modified except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by Harris, with such provisions being deemed deleted. The parties have both had the opportunity to review this

Agreement with counsel, and this Agreement shall not be construed in favor of or against either Party on account of drafting.

Section 8.9   Section Headings

Section and other headings in this Agreement are for reference purposes only and do not describe, interpret, define or limit the scope or extent of any provision hereof.

Section 8.10   Governing Law

This Agreement shall be governed by the laws of Colorado, without reference to the conflicts of law principles thereof; provided, however, that the Uniform Computer Information Transaction Act will not apply even if adopted as part of the laws of said State or Province. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

Section 8.11   Trial by Jury

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

Section 8.12   Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant. Any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render it valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

Section 8.13   Waiver

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

Section 8.14   Counterparts

This Agreement may be executed in counterparts (whether by facsimile, via emailed PDF or otherwise), each of which shall constitute an original and all of which shall constitute one Agreement.

Section 8.15   Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate this Agreement, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary.

Section 8.16   Allocation of Risk

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and Harris and set forth an allocation of risk reflected in the fees and payments due hereunder.

Section 8.17   Relationship

The parties are and shall remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between them. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

Section 8.18   U.S. Government End-Users

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of Harris for the purposes of the Freedom of Information Act; (iii) is "commercial computer software" subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to Harris or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is N. Harris Computer Corporation, 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada K2E 8C4.

Section 8.19   Equitable Relief

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

Section 8.20   Language

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

Section 8.21   Force Majeure

No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning

government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

Section 8.22   Survival

The following sections and articles shall survive the termination or expiration of this Agreement: Article II, Article V, Article VII, and Article VIII and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

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

N. HARRIS COMPUTER CORPORATION

Per:

Name:
Title:

Attest:

Lisa Anderson, Town Clerk
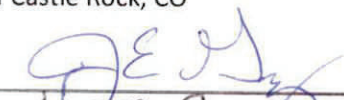
Town of Castle Rock, CO

Per:

Name: Jason Gray
Title: Mayor

Approved as to Form:

Michael J. Hyman, Town Attorney

government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

Section 8.22 <u>**Survival**</u>

The following sections and articles shall survive the termination or expiration of this Agreement: Article II, Article V, Article VII, and Article VIII and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

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

N. HARRIS COMPUTER CORPORATION

Per: *Sean Sykes*

Name: Sean Sykes

Title: Vice President, Sales & Marketing

Attest:

Town of Castle Rock, CO

Per:

_____

Name:

Lisa Anderson, Town Clerk

Title:

Approved as to Form:

_____

Michael J. Hyman, Town Attorney

Schedule "A" - Description of Software

Please refer to "Section 2.2.2 – Modules" of the Statement of Work (SOW) provided under separate cover.

Schedule "B" - Statement of Work ("SOW")

Please refer to Statement of Work (SOW) provided under separate cover.

Schedule "C" – Sample Change Order Form

NORTHSTAR IMPLEMENTATION PROJECT - CHANGE ORDER REQUEST FORM

ORGANIZATION NAME: HERE

Vendor: NorthStar Utilities Solutions; a Division of Harris Computer Systems

Date:

Change Order Number:

Project Description: Org Name, NorthStar CIS Implementation

Requested By:

Scope of Change Requested:

Assumptions and Other Requirements:

Payment Terms:

Start Date:

Cost Impact:

> *This is a fixed price quote based on the scope described above. An additional, standard amount equal to 5% of the total fees billed have been included in the fee charged to cover technology, communication and administrative costs.*

A signature below will serve as authorization to proceed with this change order. Please sign and return to NSProjectManager@northstarutilities.com

Approval (signature and date):

Organization Approval _____

Organization Project Manager _____

NorthStar Utilities Solutions Project Manager _____

Change is   ☐ *Approved*   ☐ *Denied*   *Date* _____

Schedule "D" – Standard Support and Maintenance Guidelines

Help Desk Hours

Standard hours are from 8:00 am to 8:00 pm EST Monday through Friday, excluding designated statutory holidays. Support is available outside of regular business hours and is billable on an hourly basis (minimum number of hours will apply). Weekend assistance is available and must be scheduled in advance (and is billable on an hourly basis with a minimum number of hours that apply).

Holiday Schedule

NorthStar Support Services will be closed on the Canadian and US statutory holidays below. Support will be available on all Canadian statutory holidays when there is no US corresponding statutory holiday.

New Year's Eve	Early Closure
New Year's Day	Closed
Labor Day	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
Boxing Day	Early Closure

Customer Care Program

- Technical Support Bulletins
- Communication on new products and services
- Dedicated Customer Support Account Lead as first point of contact as required
- Participation in Regional User Group Meetings
- Participation in NorthStar Webinars
- Opportunity to take part in validation and focus groups
- Opportunity to take part in Harris Annual Customer Conference

"Software for Life" Guarantee

- Support on existing applications for life
- Software transferability and cost effective upgrades among Harris business units

TeamSupport Access 24/7

- Open new tickets
- View open/closed tickets for your organization
- Post Screen Recordings and Video Recordings to tickets
- View Knowledge Base Articles
- View Product Information
- Report on Ticket Metrics
- Find out the latest NorthStar News; Events; Product Releases

Ticket Priorities

In an effort to assign our resources to incoming tickets as effectively as possible, NorthStar has identified four types of ticket priorities P0, P1, P2 and P3.

PRIORITY 0 - PRODUCTION DOWN
Deemed by NorthStar Team to be Extremely High Priority (Production Only)
Production Down
Complete loss of service
PRIORITY 1 - BUSINESS CRITICAL
Deemed by NorthStar Team to be of high priority as NO workaround exists
Performance issue impacting critical processes
No workaround exists
Examples: Inability to create bills
PRIORITY 2 - MEDIUM TO HIGH BUSINESS IMPACT
Deemed by NorthStar Team to be important; however, workarounds are available
State of Degraded Performance
Workaround exists.
Examples: usability issues; non-critical performance issue; calculation issues
PRIORITY 3 - MINIMAL BUSINESS IMPACT/REQUESTS
Deemed by NorthStar Team to be more general/cosmetic in nature OR Scheduled
Minimal Business Impact
General Product Issues/Questions/Aesthetic Issues/Formatting Issues/Questions on Documentation
Enhancement Requests/Requests for Statement of Work/To be Scheduled items

NOTE: *NorthStar reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect.*

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming cases in the order that they are received; however, cases will be escalated based on the urgency of the issue reported.

NorthStar's standard response times are as follows:

Priority 0	Response within 2 business hours
Priority 1	Response within 4 business hours
Priority 2	Response within 8 business hours
Priority 3	Response within 24 hours

Standard Software Releases and Updates

- Defect corrections
- Planned enhancements
- Payroll regulated changes (additional charges may apply)
- Participation in BETA program
- Release notes
- State, Province and/or Federal mandated changes (additional charges apply)

Scheduled Assistance for Updates During Regular Business Hours

- Additional charges apply outside of regular business hours.
- Charges may apply depending on scope of work.

Third Party Support

Standard Third Party Support and Maintenance Services are provided, for those clients with maintenance on 3rd party products, based on the descriptions below. NorthStar provides 1st line support for all 3rd party products listed below and will escalate to the vendor if required. Please note that 3rd party installations & preventative maintenance services are not included as part of your maintenance unless otherwise indicated below.

Microsoft SQL Server

- Initial SQL Server installation & configuration
- Establish database connections to NorthStar database
- Limited troubleshooting and/or repair of database related issues

4Js (3rd Party graphical user interface software)

- Entitlement to new GUI software releases
- Installation and configuration for test and live NorthStar environments
- Limited troubleshooting and/or repair of database related issues

BitStew (As part of the CustomerConnect web portal)

- Installation & configuration for test and live CustomerConnect environments

IBM Cognos (as part of the Reports Anywhere reporting solutions)

- Initial installation & configuration of IBM Cognos for use with Reports Anywhere
- Set up of IBM Cognos license/establishment of connections with the NorthStar software
- Limited assistance in utilizing embedded report writer functionality.
- Updates to IBM Cognos data model which reflect changes in NorthStar database schema due to upgrades
- Limited assistance in locating information within the IBM Cognos data model
- Assistance with existing reports

NOTE: *NorthStar recommends Microsoft SQL Server and supports Microsoft supported versions of the SQL database. Those versions of SQL Server that are no longer supported by Microsoft should no longer be considered supported by NorthStar.*

Billable Support Services

The list below are deemed to be out of scope from our standard Annual Maintenance and Support Agreement. These items may be optionally available as billable services and includes, but may not be limited to;

- Training
- Project management
- Form creation and redesign
- Handheld interface of new interface, setups and changes
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports and exports and interfaces to other applications
- Refresh backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports bills, forms, reversal of customizations)
- Setting up additional companies/agencies/tokens/general ledgers
- Data conversions and global modification to setup table data
- Database maintenance, repairs and optimization (unless specifically listed as a Support deliverable)
- Extended hardware and operating system support
- Upgrades and support of third party software
- Installations and re-installations (workstations, servers)
- Creation of Test databases and environments

NOTE: Modifications to data in the NorthStar database via non-sanctioned NorthStar solutions or partner solutions are strictly prohibited and not supported.

Test Databases & Environments

NorthStar recommends that customers maintain an independent Test environment for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the Production (Live) environment. The creation of a Test databases & environments is a billable service, if performed by NorthStar Support post Go-Live.

Rates

Rates are subject to change on an annual basis. Quotations will be provided for all billable services.

Connection Information

1. Direct Tunnel
2. VPN - Example:
   a. Cisco Any Connect
   b. Microsoft VPN
   c. FortiClient
   d. SonicWall Net Extender
   e. Bomgar
   f. Global Protect
   g. Zywall
3. Web:
   a. Citrix
   b. Bomgar Web
   c. Beyond Trust
   d. CyberArk
4. Customer controlled connections:
   a. WebEx
   b. GoToMyPC

How to Contact Us

Existing customers can login to our Customer Hub at:
https://northstarutilitiessolutions.na2.teamsupport.com/login/user

Contacts for Escalations

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<div align="center">

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NORTH|STAR™

UTILITIES SOLUTIONS

Town of Castle Rock
Statement of Work

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1 INTRODUCTION

Town of Castle Rock hereafter referred to as "Castle Rock" is seeking to implement the NorthStar Customer Information and Billing System (NorthStar CIS) solution to replace its current legacy solution from DataWest.

Castle Rock and NorthStar, an unincorporated division of N. Harris Computer Corporation, have proposed a joint team to collaboratively design, develop, and implement the NorthStar CIS and select optional add-on modules. The system will be implemented using a combination of resources from both organizations.   This Statement of Work ("SOW") shall be subject to the terms and conditions of the Master Agreement between Castle Rock and NorthStar. These agreements are effective March 3, 2021 by and between NorthStar and Castle Rock and are hereby incorporated by reference. In the event of a conflict between this SOW and the Harris Master Agreements, the Harris Master Agreements shall control. To the extent a capitalized word is used in this SOW, should it not be properly defined herein, then it shall have the meaning attributed to it in the Harris Master Agreements.

1.1 Objective

This SOW defines the work to be performed by NorthStar and Castle Rock for the project. This SOW includes a scope definition, high-level timeline, fees, and other terms and conditions specific to the services requested by Castle Rock. "The Engagement" shall mean the performance by NorthStar of the services described in this SOW.

NorthStar CIS is an off-the-shelf software product that can be configured to follow many common business processes within a utility. Software configurations have been specifically identified in section 2.2.3 of this SOW as the implementation services. Any configurations not included in 2.2.3 are not considered in scope. Castle Rock expects that the software will perform substantially in accordance with standard product functionality.

Changes to this document shall be made through a Change Management Process as described later in this SOW.

Town of Castle Rock – Statement of Work

2 SERVICE DESCRIPTION

2.1 Project Purpose

The purpose of this project is to provide Castle Rock with NorthStar's suite of software solutions to help modernize Castle Rock's business processes.

Castle Rock's primary drivers for this project include;

- Improve customer relations
- Reduce manual processes and increase productivity
- Improve internal processes by automating menial tasks
- Reduce paper-based workflows
- Improve integration with other systems
- Select and implement a supportable solution
- Improve customer engagement
- Take advantage of newer technology

2.2 NorthStar Implementation Areas within Scope

The details below outline the specific core functionality, additional modules, and services to be delivered.

2.2.1 Services in Scope
The following service type will be configured within the NorthStar software:
- Water including four (4) water budget tiers and service charges
- Sewer
- Stormwater
- Renewable Water

2.2.2 Modules
The following NorthStar software modules will be installed and configured as part of the project scope:
- NorthStar CIS (25 Concurrent named users)
    - o Includes cashiering and backflow functionality
- NorthStar mCare (10 Concurrent named users)
- Harris SilverBlaze (web portal)
- NorthStar eDocs
- NorthStar BI
    - o Reports Anywhere (RAW)
    - o Executive Information Systems (EIS)
- NorthStar REST API (Qty 1)

Town of Castle Rock – Statement of Work

2.2.3 Integrations

The following integration requirements with 3rd parties have been identified as part of the project. During the Planning Phase, NorthStar will conduct an integration workshop which will produce a detailed *"Integration Design"* document.

VENDOR	SYSTEM	FORMAT	DIRECTION		METHOD
Navaline	Financials – GL	Flat-file	One-way	Outbound	FTP/SFTP
InfoSend	Bill Print & Mail	Flat-file	One-way	Outbound	FTP/SFTP
UMB	Bank lockbox	Flat-file	One-way	Inbound	FTP/SFTP
Wells Fargo	Bank payments, pre-auth & ACH	Flat-file	Two-way	Inbound & Outbound	FTP/SFTP
Invoice Cloud	Payment Processing & IVR	Web services	Two-way	Inbound & Outbound	Whitelisted Public IP
Sensus	AMR	Flat-file	Two-way	Inbound & Outbound	FTP/SFTP
E-trakit	Permitting	Flat-file	One-way	Outbound	FTP/SFTP
WaterPlus	Bulk Station Metering	Flat-file	One-way	Inbound	FTP/SFTP

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2.3 NorthStar Implementation Areas Out of Scope

Anything in this section or not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

1. Requirement Items within any prior NorthStar proposal where the response was "Not Available", optional, or references it as a responsibility of Castle Rock (unless stated otherwise within this SOW).
2. Activities associated with organizational change management. This is the people side of change management that includes managing the effect of new business processes, changes in organizational structure or cultural changes within an enterprise.
3. Any modifications to NorthStar software or integrations to other Castle Rock software other than previously identified in 2.2.3.
4. Additional user training if deemed required above contracted training hours.
5. Creation of user-specific documentation. Castle Rock will receive Microsoft Word format versions of NorthStar's standard user guides.
6. Single Sign-on authentication with another web portal other than Paymentus or Invoice Cloud.
7. Custom modifications to any of the NorthStar / Harris systems.
8. Data migration of passwords from legacy web portals.
9. Supporting third party integration of the SilverBlaze login screen.
10. Display of 15 minute interval data in SilverBlaze.
11. Training of Castle Rock's customers on SilverBlaze.
12. SilverBlaze Go-Live cutover taking place during regular business hours. If the customer requires a Go-Live on a weekend or weekday evening outside of business hours, a change order for the overtime work may be required.
13. Auto pay (PAP) data migration.

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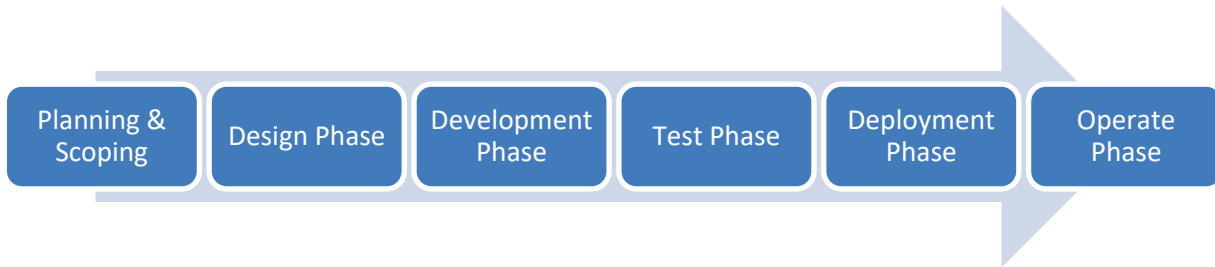
3 PROJECT DELIVERY & IMPLEMENTATION APPROACH

To ensure the successful implementation of the NorthStar solutions, NorthStar will leverage industry best practices and over 40 years of experience in successfully implementing similar projects for similar utilities, based on the following guiding principles:

- Promote and foster Castle Rock ownership of solution,
- Establish and maintain consistent and regular communication with Castle Rock,
- Ensure that project teams adopt a collaborative approach that follows project management principles and is measurable, tracked and proactively managed to ensure no surprises, and
- Seek opportunities to proactively manage Castle Rock investment and time commitments while still achieving engagement objectives.

3.1 Project Delivery Model & Timeline Overview

The estimated duration of this engagement is approximately – 10 months.

The project will be implemented through the following phases and key activities:

Planning & Scoping → Design Phase → Development Phase → Test Phase → Deployment Phase → Operate Phase

3.2 Phase 1: Planning & Scoping

Key Activities :	Project Plan and Project Kickoff:
• **Project Plan** • **Project Kickoff & Planning** • **Deployment and Configuration Checklists**	• The project kick off meeting includes the NorthStar Project Team and Castle Rock Core Team. It is an opportunity for both parties to review the statement of work, discuss the project timeline, assign roles and responsibilities and identify any project risks to finalize the project plan and governance. **Deployment and Configuration Checklist:** • Castle Rock will be provided with a Deployment and Configuration Checklist for Harris SilverBlaze as part of the project kick off, which is required to be completed by Castle Rock in full, prior to the installation of software. • An overview session of Harris SilverBlaze is held with the core project team at the beginning of the project's kick-off phase.

As part of the session, NorthStar will provide a walk-through of basic product functionality and guide the completion of the Deployment and Configuration Checklist.

Deliverables:
- **Project Plan –** Including work breakdown structure, issues and risk log, communication and project governance plan**.**
- **Deployment and Configuration Checklist –** Castle Rock will return the completed Harris SilverBlaze checklists which will guide the SilverBlaze deployment and configuration.

3.3 Phase 2: Design

Key Activities:
- **Discovery Design Workshops**
- **System Installation**
- **System Configuration**

Discovery Design Workshops:
NorthStar will conduct remote workshops with Castle Rock's Core Team:
- **Business Process** – Remote sessions over a five (5) day period to review current business requirements and processes in order to determine future processes, required modifications, and core configurations. Upon completion of this workshop a discovery document will be presented to Castle Rock for sign off. This document will be the basis for Castle Rock's future use of NorthStar.
- **Data Mapping** – Remote sessions will be conducted with Castle Rock over a three (3) week period. Led by the Technical & Conversion Lead, these sessions will map the data between the DataWest and NorthStar systems. Upon completion of this workshop a Data Mapping document will be presented to Castle Rock for sign off. This document will be the basis for the development of the conversion program.
- **Integration** – Remote sessions will be conducted with Castle Rock over a three (3) week period. Led by NorthStar working with the Castle Rock Team and third party vendors, these sessions will allow NorthStar to develop functional requirement documents for integrations. As with the previous workshops, these requirements documents will be submitted to Castle Rock for review and sign off.

System Installation:
- **Prerequisites:**
  - Castle Rock has procured and installed all required hardware and software

	o Complete Harris SilverBlaze Deployment and Configuration Checklists
	• Install NorthStar CIS within Castle Rock's on premise environment.
	• Install add ons, including; SilverBlaze, mCare eDocs, RAW and EIS to new servers within Castle Rock's on premise environments and direct to the NorthStar CIS instance.
	• **System Configuration:**
	• **Prerequisite: Completed Business Process workshop**
	• **System Configuration Workshop** – Remote sessions over a ten (10) day period in order to configure NorthStar software to support Castle Rock's business objectives**.**
	• Peripheral devices such as c**heck scanners, receipt printers and credit card terminals** will be configured as part of the standard NorthStar configuration.
	Deliverables:
	• **Solution Design Workbook:**
	o System parameters requirements.
	o Data mapping.
	o Functional specifications for interfaces.
	• **Solution Design Workbook Sign Off**
	• **Installed and Configured Staging Environment - will be used throughout the project** for development, training and testing and will become the Live environment

3.4 Phase 3: Development

Key Activities:	**Data Conversion:**
• **Data Conversion**	• **Prerequisites:**
• **Development of Integrations**	o Complete data mapping document.
	o Castle Rock to provide DataWest system data extract.
	• NorthStar will load the converted data into the Castle Rock on premise environments as per Section 5.
	Development of Integrations:
	• **Prerequisite:** Complete functional specifications for interfaces
	• NorthStar will work with 3rd parties and Castle Rock as required to develop integrations listed in Section 2.2.3.
	Deliverables:
	• Data validation tracking document.

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	• Data validation guide.
	• Data validation testing readiness acceptance.
	• Interface testing readiness acceptance.

3.5 Phase 4: Testing & Validation

Key Activities:	**NorthStar Data Validation:**
• **NorthStar Data Validation**	• **Prerequisite:** Delivery of initial data cut.
• **Functional Acceptance Testing**	• Castle Rock will validate the data conversion through comparison of NorthStar system data to DataWest system data. There will be a number of activities to support this:
• **Core Team Training**	o **Navigation Training** – Remote sessions over a three (3) day period to provide Castle Rock's Core Team with the skills required in order to complete the validation.
• **Solution Validation**	
• **Reports Anywhere Training**	o **Data Validation Training** – Remote sessions over a three(3) day period to familiarize Castle Rock with the tools to identify and track the elements which must be validated as well as begin data validation activities.
• **SilverBlaze & mCare Coaching and Training**	
• **SilverBlaze & mCare User Acceptance Testing**	o **Data Validation Testing** – Client led validation activities over a four (4) week period, supported by NorthStar who will be dedicated to reviewing day-to-day progress, identifying any new issues, and ensuring the Core Team is prepared for next steps.
• **User Acceptance Testing**	
• **End User Training**	**Functional Acceptance Testing (FAT):**
• **Go/No Go Criteria Planning**	• **Prerequisites:**
	o Data validation complete.
	o Interfaces in place.
	• NorthStar will test core functionality using a subset of Castle Rock's customer accounts using converted data.
	• Confirm NorthStar core functionality using a subset of Castle Rock's customer accounts using converted data.
	• Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing.
	• Data conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.
	Core Team Training:
	• **Prerequisite:** Functional acceptance testing complete.

- Remote sessions over a ten (10) day period.
- This training will prepare the Core Team for the testing documented. Beginning with basic functions such as account management, service order management and Inventory management, training will progress through the more complex functions such as billing, credit and collections, and payment processing.

Solution Validation:
- **Prerequisite:** Core Team training complete.
- NorthStar will provide Castle Rock with site-specific, generic test plans.
- Conducted over a four (4) week period.
- Testing will include all defined processes, interfaces and add-ons.
- Castle Rock will use the NorthStar ticket tracking system to log any issues encountered.
- Castle Rock will have four (4) weeks to complete the necessary testing with remote support from NorthStar.

Reports Anywhere (RAW) Training:
- Report consumer training – IBM Cognos connection orientation for users who will be running RAW reports.
- Report creator training - Introduction to IBM Cognos report writing.

SilverBlaze & mCare Coaching and Training:
- mCare training will be conducted remotely over a four (4) day period. Day one will entail a configuration review and administrator training. The additional days will be broken down based on subject matter requirements for dispatch operations, field operations, and office clerks.
- For Harris SilverBlaze, User Acceptance Testing (UAT) coaching sessions will be held after NorthStar has completed the configuration and testing of the SilverBlaze. The objective of the sessions is to reveal the configurations of SilverBlaze produced based on the Deployment and Configuration Checklists. Additionally, sessions will introduce Castle Rock to the documentation and tools used for UAT, allow for questions to be asked, and be a precursor to UAT's completion and acceptance sign-off by Castle Rock.
- SilverBlaze Administrator training sessions will introduce Castle Rock to administrative features and functions available with

both applications. Sessions are held with those users who will be responsible for:

- o Administration of users.
- o Maintaining / updating SilverBlaze content.

SilverBlaze and mCare User Acceptance Testing:
- NorthStar will provide standardized test plans related to both systems that will be adjusted to reflect Castle Rock's current service offerings, but this will not reflect Castle Rock's specific processes and business rules. Upon completion of testing, Castle Rock will submit signed copies of the UAT scripts confirming all areas of the SilverBlaze and mCare applications have been successfully reviewed as a prerequisite for NorthStar to schedule Go-Live activities.
- Castle Rock will continue to use the NorthStar ticket tracking system to log any issues encountered.
- During the Solution Validation testing phase, Castle Rock will have two (2) weeks to complete the initial round of User Acceptance Testing. During that period, NorthStar will work with Castle Rock to remediate all priority 1 issues. Castle Rock will then have one (1) week of final testing prior to scheduling Go-Live.

NorthStar will assist Castle Rock to augment its training program; however, the assessment of whether an adequate level of knowledge has been achieved, creation of any testing tools or documentation, and employee testing support is the responsibility of Castle Rock. Should Castle Rock deem that any additional training or training support is required, a change order will be issued for additional services.

User Acceptance Testing (UAT):
- **Prerequisites:**
  - o New data extract and conversion
  - o Completion of Solution Validation
- Complete end to end testing for confirmation of system readiness. *Completion of UAT will result in a code freeze. No further updates will be made to the NorthStar software or conversion program.*

- Castle Rock will continue to use the NorthStar ticket tracking system to log any issues encountered.
- Castle Rock will have two (2) weeks to complete the necessary testing with remote support from NorthStar.

If a project delay is encountered due to external factors outside of NorthStar's control and testing needs to extend beyond the six (6)

Town of Castle Rock – Statement of Work

week window for Solution Validation and UAT testing outlined above, NorthStar and Castle Rock will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

End User Training:
- **Prerequisite:** UAT sign off.
- Conducted remotely over a ten (10) day period.
- End user training will be provided to all Castle Rock users upon completion of UAT.
- A training plan will be developed collaboratively with Castle Rock to ensure that each user is provided with the skills they need when they need them.
- Training is presented through multiple sessions grouped by functional area to allow Castle Rock to target required skills to complete daily tasks.

Go/No Go-Live Planning:
- Castle Rock will assist NorthStar in the construction of Go/No Go criteria. These criteria shall be used to determine whether or not to proceed to Operate Phase. Criteria shall be measured on a minimum of a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, Castle Rock shall issue formal signoff to proceed with the Cut-Over Plan to production.

Deliverables:
- Two (2) Data extracts and conversions.
- Data validation signoff.
- Solution validation signoff.
- User acceptance testing signoff.
- End User training schedule signoff.
- End User training delivery signoff.
- Go/No Go-Live criteria documentation & signoff.

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3.6 Phase 5: Deployment

Key Activities:	During the Solution Deployment phase, work is done which re-creates the key business functions of the DataWest system to ensure Castle Rock readiness on the Live system. By this phase, users are able to walk through the business processes independently.

• **"Day in the Life" Processing**
• **Go-Live Planning Activities**
	"Day in the Life" Processing:
	Unique business processes are recreated in NorthStar applications.
	    • **Prerequisites:**
	        ○ UAT Signoff.
	        ○ End User Training complete.
	        ○ New data extract and conversion.
	    • Conducted remotely over a two (2) week period.
	    • With the support of the Core Team members, Castle Rock will re-create daily business tasks, as well as other key business functions from the DataWest system in the NorthStar systems.
	    • NorthStar will develop tools to load readings, payments, and billing data from the DataWest system into the NorthStar CIS to facilitate the comparison of DataWest data to NorthStar CIS.
	    • Castle Rock will continue to use the NorthStar ticket tracking system to log any issues encountered.
	    • At the end of "Day in the Life" testing, Castle Rock will prepare for Go-Live activities.
	
	Go-Live Readiness:
	    • **Prerequisite:** Go/No Go criteria has been finalized.
	    • The NorthStar Project Manager will develop a Cutover plan throughout the life cycle of the project in preparation for a final transition to Live. This plan details the steps and responsibilities for NorthStar and Castle Rock to production environment.
	
	Deliverables:
	    • One (1) data extract and conversion.
	    • Testing DataWest system validation tools.
	    • Go-Live plan & sign off.

3.7 Phase 6: Operation/Project Close Out & Evaluation

Key Activities	Go-Live Cutover:

• **Go-Live Cutover**
• **Post Go-Live Support**
• **Transition to Support**
	• **Prerequisites:**
	    ○ Testing complete.
	    ○ Go-Live Plan complete.
	    ○ Sign-off on all previous phases.
	• Castle Rock will provide the final data extract from the DataWest system and NorthStar will perform the final data conversion.
	• NorthStar will perform the tasks required to switch the staging environment used throughout the project to the Live system.
	
	Post Go-Live Support:
	• Castle Rock Core Team and NorthStar will provide dedicated support on the Sunday of the Go-Live weekend and during the first week of Go-Live.
	• NorthStar will provide remote support for an additional three (3) weeks post go-live, for a total of four (4) weeks.
	• The NorthStar Team will assist Castle Rock throughout the post Live implementation phase to identify and respond to any needs and concerns.
	• During the post Go-Live period, NorthStar will provide remote and online support to ensure a smooth transition to NorthStar Support.
	• During the post Go-Live period, NorthStar will install the CIS Test system within Castle Rock's on premise environment.
	• NorthStar will install add ons including; SilverBlaze, mCare eDocs, RAW and EIS within Castle Rock's on premise test environments and direct to the NorthStar CIS instance.
	• Project Managers will review project deliverables and confirm project close out and services acceptance. This will include a project evaluation and post Go-Live survey.
	
	Transition to Support:
	
	• The NorthStar team will have first engaged NorthStar Support during UAT.
	
	• Upon completion of the four (4) weeks of post Go-Live support, Castle Rock will be transitioned from the NorthStar Project Team to the NorthStar Support Team.
	
	• Castle Rock will continue to use the NorthStar ticket tracking system to log any issues encountered.
	
	Deliverables:
	• Final Data Extract and Conversion
	• Live NorthStar environment
	• Creation of Test environment

	• Support transition documentation • Project evaluation survey • Project acceptance signoff

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3.8   Project Planning: Additional Timeline Considerations

There are a number of factors to be considered that may have an associated unplanned increase in effort and will, therefore, impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into determining the final Go-Live date.

These may factors include:

- Data:
    - Data clean-up (if required) by Castle Rock
    - Volume of data – Consideration needs to be given to the amount of historical data required and how long it will take to obtain the data.
- Peripherals:
    - If Castle Rock has special print handling – paper source, special commands, etc. -- this will create additional effort.
    - An increase or replacement of equipment coinciding with the implementation
    - Availability of and access to third party-vendors regarding interfaces
- Installation and set-up of Castle Rock on premise technical environments.

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4 PROJECT MANAGEMENT METHODOLOGY

The NorthStar **Project Management** section defines how engagements will be successfully managed.

Following are the areas covered within NorthStar's Project Management Methodology as well as its key artifacts:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating engagement status and effort spent.
  - o Project Status Report, Project Touch-Point, NorthStar Internal Engagement Reviews

- **Relationship Management** aimed at measuring the pulse of Castle Rock and partners.
  - o Executive Touch-Point, Post-Project Survey, NPS Survey

- **Work Management** to capture and monitor effort, cost and work to be performed
  - o Work Breakdown Structure (WBS), TeamSupport – NorthStar On-Line Issue Management Solution

- **Scope Management** for defining and controlling project scope
  - o Change Control Process, Change Control Log

- **Risk Management** to support understanding, mitigating, tracking and monitoring risks
  - o Joint Castle Rock/NorthStar Risk Register

- **Deliverable/Acceptance Management** to ensure that expected deliverables are delivered and accepted as planned
  - o Acceptance Process, Acceptance Criteria

- **Financial/Contract Management** aimed at monitoring project financial health

A NorthStar Project Manager acts as the lead for the project and has the overall accountability for project success and on-time and on-budget delivery. The project teams will report directly to the NorthStar Project Manager.

The NorthStar Project Manager is accountable to:

1. Conduct regular internal project meetings to ensure that all aspects of the project are understood by the NorthStar team and that progress and risks are properly reported and managed,
2. Conduct regular project meetings with Castle Rock and ensure that the appropriate resources from the NorthStar team are included,
3. Review project status, schedule, risks, resources as well as any other issues that may affect the success of the project, and
4. Ensure that all areas of the NorthStar Project Management Methodology are executed.

5 DATA EXTRACT & CONVERSION CONSIDERATIONS

Data conversion is one of the most important aspects of a successful implementation. Understanding and verifying data through the iterations is required to ensure on-time and on-budget delivery and overall project success.

NorthStar will assign a Technical Conversion Lead who will act as the primary resource involved with converting data from the existing systems to NorthStar and who will work with the project team to ensure success.

The extraction of the data from DataWest will be performed by Castle Rock and/or DataWest. Castle Rock is responsible for validating the converted data. Best practices requires four (4) full data extracts and conversions to be scheduled and executed.

Throughout the implementation, if new data conversion requirements are found, a project change order will be created, and the timeline may be adjusted.

If additional data conversions are required, they will be negotiated through the change order process.

Conversion specifications - NorthStar and Castle Rock will work cooperatively to identify the correct logic to apply in converting Castle Rock's data to the NorthStar CIS. NorthStar will convert up to five (5) years of history plus the current year of information.

This information includes:
- o Account and Customer Information, including identification, contact information, and addresses.
- o Account, customer, and premises notes or comments - Note that these can be associated with either the account or the premise, but not with both
- o Credit event history and account credit scores, if provided.
- o Service information, such as metered rates, classes, start and stop dates, and non-consumption related rates.
- o Payment arrangements and preauthorized payment information and equal billing/payment plan data.
- o Meter information including the type of meter, the associated units of measure, key dates, and status.
- o Transaction history, including financial data broken down by service (i.e. water, sewer, etc) where possible.
- o NorthStar's alerting functionality will be used to convert account flags to indicate special circumstances and indicators on accounts. For example, consumption, infrastructure, HOA.
- o Backflow data XC2 will be migrated into NorthStar core tables and made available through the NorthStar screens.

Conversion Items Out of Scope:

1. Any data conversion work that deals with record sets of 50 or fewer needs to be manually entered or adjusted by Castle Rock. Examples might include life support flags or tax exempt flags on accounts.

Town of Castle Rock – Statement of Work

2. Any data conversion programming work where there is no possible clear applicable programming logic. These records may need to be manually edited after the conversion is complete. This would include any data not currently stored in the tables of the DataWest system and any data not required in NorthStar and that have no logical place in NorthStar tables to put the data in.
3. A data mapping plan will be provided, but creating user-specific data mapping documents for Castle Rock use is out of scope.
4. Converting transaction history for more than five (5) years of data.
5. Miscellaneous receipts.
6. Existing service orders and contact history in the DataWest system.
7. Letter history or PDF and Word documents related to customers will not be converted.
8. Deferred Accounts Receivable history, deferred Accounts Receivable by service type
9. Statistics maintenance & history.
10. Cashiering batches, meter reading batches, billing journal batches and any other in progress journals. All transactions should be posted by Castle Rock prior to any conversion activity taking place. Work in progress, such as a billing batch that has been calculated but not updated, will not be converted to NorthStar's journals. The billing journal would have to be recreated in NorthStar.

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6 NORTHSTAR TRAINING APPROACH

Starting with exposure to the software during Discovery Workshops in the Design Phase and ending with working in parallel with the DataWest system during the Deployment Phase, each training activity is designed to assist the users in becoming increasingly knowledgeable and proficient in NorthStar software. NorthStar believes it is extremely important for Castle Rock to be trained with its own data and in its own environment so all training will utilize Castle Rock's new environment through a combination of teaching and hands-on activities. The goal is for users to become self-sufficient in working through their business processes by the Deployment Phase.

As noted above in Section 3, multiple training sessions will take place throughout the course of the project:

- Navigation & Data Validation Training – Provided at the initiation of the Testing & Validation phase, this enables the Core Team to validate the data conversion.
- Core Team Training – Completed prior to Solution Validation Testing, this provides the Core Team with comprehensive training on NorthStar navigation and standard processes.
- Reports Anywhere Training – Provided at the end of Solution Validation, this training is directed at both report Consumers and report Creators, including a hands-on workshop with report Creators to assist them with the development of their own reports.
- NorthStar mCare Training – Provided at the end of the Testing & Validation phase, this training is directed at Customer Service and Field Service Representatives, Dispatchers and System Administrators.
- SilverBlaze Coaching – Around kick-off, NorthStar will provide an overview session of the application. During Solution Validation, coaching will be provided on the configured SilverBlaze environment to prepare for User Acceptance Testing, and separate SilverBlaze and mCare training will be provided on how to administer the system.
- End User Training – Provided at the end of the Testing & Validation Phase, and based on a training scheduled developed in conjunction with Castle Rock -- this prepares all resources to begin using NorthStar applications to accomplish day-to-day tasks.

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7 SERVICE DELIVERABLES ACCEPTANCE PROCESS

If applicable, at specified milestones throughout the engagement, NorthStar will deliver completed service deliverables ("deliverables") for review and approval. To ensure the project is not unduly delayed, and where applicable, service deliverables shall be reviewed within ten (10) business days from the time of submittal for acceptance or mutually agreed upon time frame. After the ten (10) day notice period or mutually agreed upon time frame, use or partial use of any service deliverable will constitute 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 Order Process.

The service deliverable acceptance process is described below:

- **Submission of Deliverables** - The NorthStar Project Manager, or his/her designee, will prepare a deliverable acceptance form for the various phases of the project and submit it to the designated Castle Rock representative for consideration. Castle Rock sign off will be required for the following phases of the implementation:
    - Data Validation
    - System Configuration
    - Custom Modifications & Integrations Delivery
    - Acceptance Testing
    - Production Readiness
    - Final Project Acceptance

- **Acceptance / Rejection** - After reviewing, Castle Rock 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 NorthStar Project Manager.

- **Correction of Service Deliverables** - NorthStar will correct in-scope items identified with the service deliverable. NorthStar will submit a schedule for making changes to the service deliverable within two (2) business days of receiving a rejected Service Deliverable Acceptance Form. Once NorthStar corrects all previously identified in-scope issues, the service deliverable will be substantially reviewed by Castle Rock within ten (10) business days for approval.

- **Monitoring and Reporting** - The NorthStar Project Manager will track service deliverable acceptance. Updates on 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 escalated.

8 CHANGE ORDER PROCESS

NorthStar will maintain the formal documentation denoting agreed upon changes. Castle Rock and NorthStar may propose changes for services falling outside the scope of services described herein. The change control form must be used for all change requests. A sample Change Order form can be found in Appendix 13.3. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written change control form signed by the designated representatives from both parties which fees shall be at $220/hour USD, NorthStar's current rate.

Upon a request for a change, NorthStar shall submit the change on our standard change control form, describing the change, including the impact of the change on the schedule, fees, and expenses. The change management process that will be employed is defined below:

- Identify and document proposed change
- Assess impact of proposed change
- Estimate required effort / cost of proposed change
- Submit change control for approval / disapproval
- Communicate change control decision
- If change control is approved:
  - Assign responsibility
  - Monitor and report progress

Within ten (10) consecutive business days of receipt of the change control form (or any other period of time mutually agreed to by the parties), Castle Rock shall either indicate acceptance or rejection of the proposed change by signing the change control form. If the change order is rejected, then NorthStar shall proceed only with the original services and a discussion for a revised change order can commence. In the absence of Castle Rock acceptance or rejection of the change control form, NorthStar will not perform the proposed change.

9 ROLES & RESPONSIBILITIES

NorthStar will structure a team that will facilitate strong project communication and clear accountabilities as well as provide the necessary link with the Research and Development team. Both Sales and Support will be engaged as required – all NorthStar will collaborate and provide any specific skills or resources required to ensure the successful implementation of the proposed solution at Castle Rock.

Below is a chart outlining the roles and responsibilities of Project Team members:

NorthStar Project Team	
Title	**Role**
Executive Sponsor	• Provide overall project support
Project Manager	• Provide project oversight and guidance
Functional & Testing Lead	• Provide solution design • Provide testing support • Perform static system configuration & support configuration activities • Provide application training
Technical & Conversion Lead	• Develop & refine data conversion program • Develop parallel processing tools • Develop custom modifications & integrations • Provide testing support
Environment Architect	• Provide support on technical questions
Castle Rock Project Team	
Title	**Role**
Executive Sponsor	• Senior Level Executive who has accepted ownership of investing in the NorthStar solution and will promote funding and staffing of the project
Business Decision Makers	• Represents the Executive Sponsor and/or leadership team at Castle Rock that have the power to make strategic decisions in relation to the implementation.
Project Manager	• Primary day-to-day contact for the project. • Work with NorthStar Team to plan and coordinate project activities, signs-off project phases, and technical services deliverables and acceptance (i.e. milestone payments)
Database Administrator	• Provide installation & setup services

	• Provide technical support associated with NorthStar installation activities
Core Team	• Acknowledged Subject Matter Experts in their own areas • Responsible for communicating the detailed business requirements and existing business processes to NorthStar • Design business processes and make decisions about the configuration parameters for the CIS installation • Present project requirements and coordinate tasks within each functional area during implementation • Verify initial system setup • Perform acceptance testing and provide sign off on deliverables
End Users	• Responsible for using the finalized business system as designed. • Participate in training sessions upon completion of acceptance testing

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9.1   Castle Rock Involvement and Responsibilities

A successful NorthStar implementation project requires that both Castle Rock and NorthStar resources work openly and collaboratively towards a successful implementation. As such, Castle Rock's involvement will be required throughout the implementation of the project. Involvement of key Castle Rock resources ensures the NorthStar solution is developed to meet your specific business requirements and is designed to ensure adoption and acceptance of the new solution.

The factors that will determine the size of Castle Rock's team include the following:
- The level and expertise of each of Castle Rock's project Core Team members,
- The ability of Castle Rock's Project Manager to make decisions regarding the project,
- Whether current job responsibilities will interfere with Core Team responsibilities,
- The amount of business reengineering Castle Rock determines is necessary, and
- The number of personnel Castle Rock will use to run its operations system, which in turn affects the amount of training needed.

Based on NorthStar's experience, it is recommended that Castle Rock be prepared to provide Core Team resources to the project with expertise in the following areas:
- Customer Service,
- Meter Reading,
- Asset Management,
- Billing,
- Payment Processing,
- Credit and Collections,
- Financials, and
- Reporting.

Throughout the life of the project, Core Team members will participate in every phase, honing their skills and developing into the NorthStar experts for their department. These individuals will require dedicated project time. The table below provides an estimated level of effort for each phase.

PHASE	TASK	RESOURCES	CUSTOMER COMMITMENT
Planning and Scoping	Discovery	Business Decision Makers Core Team Interface Owners Conversion Owners	All teams for 5 days, Data and Interface experts for 1 – 2 hrs per day for 3 weeks.
	Data Cleansing	All DataWest System Users	1 - 2 hrs per day for 4 - 6 weeks; dependent on accuracy of DataWest data.
Design	Configuration	Core Team	5 - 10 days - hours per day to be determined
	Interface Development	Interface Owners	2 - 3 hrs per week for 4 - 6 weeks; primarily as liaison with third parties.
Test	Data Validation	Conversion Owners	4 - 6 hrs for new data extract.

		Core Team	3 - 5 weeks to work through first data cut;
	Core Team Training and Initial Testing	Core Team	10 days remote
	Solution Validation	Core Team, Interface Owners	20 days - hours per day to be determined
	UAT	Conversion Owners	4 - 6 hrs for new data extract
		Core Team, Interface Owners	10 days – hours per day to be determined
Deployment	End User Training	All Users	2 - 3 days per user depending on responsibilities
	Parallel	Core Team, Interface Owners	10 days – approximately full-time for all users
		Conversion Owners	4 - 6 hrs for new data extract
	Go-Live	Core Team	Cutover tasks; typically completed on the Sunday afternoon prior to Go-Live
		Conversion Owners	Hours required for data extract and preparation for final cutover

(Note: The involvement required by Castle Rock will be reviewed and validated during the Planning and Scoping Phase of the project to ensure there is a balance between project needs, continued organization needs, and risks. In many cases a single resource may hold multiple project roles.)

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10   PROJECT ASSUMPTIONS

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

10.1   General Assumptions

1. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
2. Adoption of new business processes will be required to optimize NorthStar utilization.
3. All documentation provided by Castle Rock and NorthStar shall be up-to-date and accurate, or if that is not the case, advise Castle Rock and NorthStar as such.
4. The NorthStar project is deemed completed once all NorthStar modules within the scope of this engagement have been deployed to the production environment for ninety (90) calendar days and that any Punch List items raised during that period have been resolved and Castle Rock issues the notice of acceptance.
5. In the event Castle Rock requires additional client licensing beyond the twenty five (25) named concurrent users, NorthStar will provide estimates for the additional licenses.
6. All estimates for training and consulting are based on the NorthStar Implementation plan and best practices and our knowledge of utilities of Castle Rock's size.

10.2   Engagement Assumptions

1. This engagement currently has, and will continue to have, the support of senior Castle Rock and NorthStar management, and each party will be assigned sufficient priority with respect to their other projects to ensure its success.
2. Castle Rock and NorthStar will each assign a Project Manager to lead and guide their respective teams throughout this engagement.
3. Castle Rock and NorthStar will each secure the appropriate staff from their teams in a timely fashion in order to discuss or review the various materials produced when required.
4. Castle Rock and NorthStar agree to facilitate any required corporate logistics for the fulfillment of this agreement.
5. Castle Rock and NorthStar will provide access and support from their respective IT Groups and any other stakeholders, as deemed necessary by Castle Rock and NorthStar throughout this engagement.
6. Castle Rock will provide the appropriate remote access to its network, facilities and systems, as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Castle Rock when accessing networks, facilities, or systems.

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7. The Castle Rock project does not include any site visits; however, should travel become an option, NorthStar and Castle Rock may revisit the requirement for remote versus onsite for any of the following:

    a. Business Process Review ("Discovery Workshop") – Functional & Testing Lead

    b. System Configuration Workshop – Functional & Testing Lead

    c. Navigation & Validation Training – Functional & Testing Lead

    d. Core Team Training & Solution Testing – Functional & Testing Lead

    e. mCare Training – Functional & Testing Lead

    f. End User Training – Functional & Testing Lead

    g. "Day in the life" Testing – Functional & Testing Lead

    h. Go-Live Support – Functional & Testing Lead

10.3 Conversion Assumptions

1. The data provided by Castle Rock for final conversion will be complete and clean. It is the responsibility of Castle Rock to clean data if deemed required due to the identification of inaccurate entries. The final conversion, at Go-Live, will be included on the Go-Live checklist.
2. NorthStar will work with Castle Rock to ensure the conversion data will be able to be extracted in a format acceptable to NorthStar specifications.
3. Final copying of the database at Go-Live will be performed outside Castle Rock's normal business hours.
4. Deposits on pending accounts (i.e. those not yet active) will not be converted and will need to be manually entered at Go-Live.
5. It is recommended that all notices and service orders scheduled prior to Go-Live are completed in the DataWest system prior to the final data cut.
6. NorthStar Testing tools -- In order to use these tools, Castle Rock will be responsible for creating and providing a DataWest daily cash file and a DataWest billing batch data extract.
7. NorthStar will provide documentation of database relationships between DataWest and NorthStar software in the form of the Data Mapping Plan.

10.4 Custom Modification & Integration Assumptions

1. NorthStar will work with Castle Rock and all third party vendors referenced in Section 2.2.3 to ensure a successful implementation. However, Castle Rock will secure, as required and in a timely fashion, the assistance and cooperation of third party vendors to ensure a successful implementation. A change order may be created if the third party vendor is unavailable or non-cooperative and, as such, results in an impact to the schedule or effort.
2. Third party vendors' solutions are able to provide information required by NorthStar as well as accept information provided by NorthStar.

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3. All third party software and hardware products are assumed to perform correctly in Castle Rock's current production environment, in accordance with the appropriate third party vendor's specifications.

4. In addition to the flatfile, SilverBlaze requires individually named PDFs to be uploaded onto Castle Rock's server from BillTrust.

10.5 Technical Assumptions

1. NorthStar will ensure systems interfacing to NorthStar provide data in a format acceptable to NorthStar specifications as documented and agreed upon in the Solution Design workbook.
2. After initial setup, the system/environment will not be modified (no hardware resource allocation changes, no network changes, no server changes) until at least 30 days after Go-Live.
3. All hardware, software, and network components supplied by Castle Rock are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
4. NorthStar is responsible for providing Testing and Production environment(s). Within one (1) month after the Go-Live cutover, TEST environments will be created within the same servers.
5. Castle Rock will provide appropriate multi-user, remote access, such as a VPN, to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. During the implementation, NorthStar requires direct access as required. NorthStar shall abide by all rules and directions of Castle Rock when accessing Castle Rock's network, facilities or systems. NorthStar activities will be done with proper notification.

11 FEES AND PAYMENTS

11.1 One-time Costs

QTY	DESCRIPTION	COST
	SOFTWARE LICENSING	
25	NorthStar CIS	Harris Guarantee
10	NorthStar mCare	Harris Guarantee
Site	NorthStar BI (RAW & EIS)	10,000
Site	NorthStar eDocs	5,000
1	NorthStar REST API	15,000
	TOTAL SOFTWARE LICENSING	**$30,000**
	PROFESSIONAL SERVICES	
1	NorthStar Professional Services Includes: • Project Management • Business Analysis & Workshops • Implementation • Configurations • Conversion • Integrations • Testing • Training • Go-Live Support	$380,000
	TOTAL PROFESSIONAL SERVICES	$380,000
	TOTAL ONE-TIME COSTS	**$410,000**

11.2 Annual Recurring Costs

QTY	DESCRIPTION	COST
1	NorthStar Annual Maintenance & Support fees	$28,125
1	Harris SilverBlaze Annual Subscription fees	$17,250
	TOTAL ANNUAL RECURRING COSTS	**$45,375**

11.3 Assumptions

1. Estimates are based on typical effort to implement NorthStar software for clients similar to Castle Rock. Actual costs will vary dependent upon factors such as: scope of integrations, data quality and data migration scope, testing requirements, training needs, and resource availability from Castle Rock.
2. Price excludes any applicable taxes, duties and fees.
3. Price does not include travel time, billed at $75/hour, or travel and living expenses, which are billed as incurred. Travel expenses include, but may not be limited to: airfare, transportation, meals, and accommodations.
4. Any additional professional services may be offered at a rate of $220/hour.
5. Proposal is valid for 90 days from date of delivery and will then be considered expired. Project may need to be reassessed and re-quoted to ensure accuracy.
6. All invoices are payable within 30 days.

11.4 Payment Milestones

- Software Licensing:
    - 100% on signing
- Professional Services:
    - 50% on signing
    - 20% on installation of software
    - 20% on move to production environment
    - 10% 30 days post Go-Live
- Maintenance & Support:
    - 100% on installation of software
- Subscription:
    - 100% on signing, then recurring annually on anniversary date

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12   DOCUMENT ACCEPTANCE AND SIGNOFF

Accepted on this day by:

Town of Castle Rock   NorthStar Utilities Solutions

By: _____   By: *Sean Sykes* _____

Name: _____   Name: __Sean Sykes_____

Title: _____   Title: __Vice President, Sales & Marketing__

Date: _____   Date: ____March 4, 2021_____

13 APPENDICES

13.1 NorthStar Hardware Requirements

NorthStar CIS Application & Database Server	
Quad Xeon Processor (required)	Windows 2019 64 Bit
2 x Quad Xeon Processor (recommended)	Wildfly
64GB Memory	Java 8
1000GB 15K (minimum)	SQL Server 2019
1000GB 15K SSD or SSHD (recommended)	VMWare supported
NorthStar CIS Client Computer	
Quad Core CPU (Intel Core2, AMD Phenom…)	Windows 10 (64)
40GB hard drive (or higher)	JRE 8.0
4GB Memory (minimum)	Microsoft Office 2010
8GB Memory (recommended)	
Minimal resolution: 1360 x 786	
NorthStar RAW & eDocs Extension Server	
Dual Xeon Processor	Windows 2019 Standard 64 bit
16GB Memory	VMWare supported
2 X 72GB 15K SAS Drives	
Harris SilverBlaze Extension Server	
Dual Xeon Processor	Windows 2016 Standard 64 bit
32GB Memory	VMWare supported
500GB 15K SAS Drives	
NorthStar mCare Extension Server	
Dual Xeon Processor	Windows 2019 Standard 64 bit
32GB Memory	VMWare supported
500GB 15K SAS Drives	
NorthStar mCare Client Computer	
Recommended Devices: • Apple iPad Mini 4 8" • Apple iPad 5th Gen 9.7" • Galaxy Tab S2 8" • Galaxy Tab S2 9.7" • Surface Pro 4 12.3"	Recommended Device Specs: • Screen Size 8 (~320 ppi density) or 9.7" (~264) (4:3 ratio) • 1536 x 2048 pixels, 4:3 ratio • GPU (required for smooth user experience) • CPU dual-core 1.5 GHz (min 1.33GHz) • 2GB of RAM (min 1.5GB) • Back Facing Camera • LTE or LTE adapter NOTE: GPU and RAM are critical.

13.2 Sample Risk Register Report

Project Name: Project Manager:

Primary Point of Contact

Begin Date: Go-Live Date:

Risk #	Risk Description	Project Phase	Anticipated Impact	Probability	Mitigation Plan	Occurrence	Action	Target Completion Date	Revised Target Date	Closed Date	Comments
1	Resource Risk - core team availability for dedicated testing	UAT	Critical	Critical		1/17/2004		5/1/2017	5/4/2017	5/4/2017	

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13.3 Town of Castle Rock Rates

13.3.1 Water Consumption Volumetric Rates

Tier 1: This tier is the indoor water use budget. It is calculated by averaging the customer water use during the months of November – February (AWMC). It is reset every March and goes into effect on the April statement. The calculation used for the AWMC throws out the highest read of the 4 months and averages the remaining 3 reads (rounding to the nearest 1,000 gallons based on the standard mathematical rounding methods).

> *For example: A customer used 3,000 gallons in November; 5,000 in December; 2,000 in January; and 6,000 in February. The 6,000 would be thrown out and the remaining 3 reads would be used for the average. This customers AWMC would be 3,000/month.*

The process to calculate and update the AWMC for all customers every year is an automated process performed within BillMaster. New customers with a start date during the AWMC capture period are set to the customer class average for their Tier 1 AWMC.

This tier applies to the following customer classes: Residential, Commercial, and Commercial with Irrigation, Multi Family and Multi Family with Irrigation.

Tier 2: This tier is the outdoor or irrigation water budget. It is calculated by multiplying the customers irrigated area in square feet by the evapotranspiration (ET) factor for each month throughout the irrigation season. The ET factors are recalculated every year using a 7-year average of the local Castle Rock weather patterns. The ET factors are different every month throughout the irrigation season. The ET factors are reset every March and go into effect on the April statement.

> *For Example: A customer has 6,258 square feet of irrigated area and the ET factor for July 2019 was 0.0034715891. (ET is expressed in kgals/square foot). The July 2019 Tier 2 budget for this customer would be 6,258 x 0.0034715891 = 23,000 gallons.*

The 7-year average ET factor is calculated manually in Excel. The new monthly ET factors are then loaded into BillMaster and then an automated process is performed within BillMaster to update the Tier 2 budgets for all customers.

This tier is seasonal and only used during irrigation months (April – October). It applies to the following customer classes: Residential, Commercial with Irrigation, Multi Family with Irrigation and Irrigation only.

Non-residential accounts with irrigation use a different set of ET factors than residential customers. This would require two sets of ET factors.

Tier 3: This is any water consumption exceeding the combined total of the Tier 1 and Tier 2 budgets.

> *For example: A customer's Tier 1 budget was 4,000 gallons and his Tier 2 budget was 8,000 gallons but he used 15,000 gallons. 4,000 would be charged the Tier 1 rate; 8,000 would be charged the Tier 2 rate; and 3,000 gallons would be charged at the Tier 3 rate.*

This tier applies to the following customer classes: Residential, Commercial, and Commercial with Irrigation, Multi Family, Multi Family with Irrigation and Irrigation only.

Tier 4: This tier is a surcharge charged only to residential customers who use over 40,000 gallons in a single month. It is charged in addition to the Tier 3 rate on all water consumption over 40,000 gallons in a single month.

> *For example: A customer's Tier 1 budget was 4,000 gallons and his Tier 2 budget was 8,000 gallons but he used 50,000 gallons. 4,000 would be charged at the Tier 1 rate; 8,000 would be charged at the Tier 2 rate; 38,000 would be charged at the Tier 3 rate; and 10,000 would be charged at the Tier 4 rate.*

This tier applies only to the Residential customer class.

The below chart outlines how the tiers are applied to each customer class.

Irrigation Season (April - October)				
Customer Class	**Tier 1**	**Tier 2**	**Tier 3**	**Tier 4**
Residential	Yes	Yes	Yes	Yes
Commercial	Yes	No	Yes	No
Commercial w/ Irrigation	Yes	Yes	Yes	No
Multi Family	Yes	No	Yes	No
Multi Family with Irrigation	Yes	Yes	Yes	No
Irrigation Only	No	Yes	Yes	No
Non-Irrigation Season (November - March)				
Residential	Yes	No	Yes	Yes
Commercial	Yes	No	Yes	No
Commercial w/ Irrigation	Yes	No	Yes	No
Multi Family	Yes	No	Yes	No
Multi Family with Irrigation	Yes	No	Yes	No
Irrigation Only	No	No	Yes	No

13.3.2 Service Charges

Water Service – This is a fixed monthly charge based on the meter size.
Renewable Water – This is a fixed monthly charge based on the meter size.
Stormwater – This is calculated differently based on whether the customer is a residential customer or a non-residential customer.
   Residential: Stormwater is a fixed monthly charge based on the SFE.
   Non-Residential: Stormwater is calculated using the total parcel size (in square feet), impervious area and charged per SFE.

> *For Example: A customer's parcel size is 67,455, the impervious area is 80%, the charge is $7.12/SFE and there are 3,255 impervious Sq.Ft./SFE.*

The calculation for this customer's Stormwater charge is: 67,455 x .8 x (7.12/3,255) = $118.02/month
The stormwater charge is calculated automatically for each customer within the BillMaster billing system.

Wastewater: There are two components to the monthly wastewater service charge. A fixed service charge plus a volumetric charge. The fixed service charge is based on the meter size. The volumetric charge is based on the same AWMC that is used for the Tier 1 water budget and is reset every year at the same time the Tier 1 water budget is reset.

> *For Example: A customer has a ¾" meter and an AWMC of four, the fixed monthly service charge is $9.30 and the volumetric charge is $6.59 per one Kgal of the AWMC. Rates are subject to change.*

> *The calculation for this customer's monthly wastewater charge is $9.30 + (4 x $6.59) = $35.66*

The process to update all customers' wastewater charge with their updated AWMC is an automated process performed within BillMaster each year. New customers with a start date during the AWMC capture period are set to the customer class average for their wastewater volumetric charge.

13.3.3 Bulk Water

Bulk Water has 2 customer classes (bulk station and bulk hydrant) and each have separate volumetric consumption rates and monthly service charges. Bulk water accounts do not have a tiered rate structure, all water consumption is charged at the same volumetric rate.

The below chart outlines fixed charges applicable for each customer class:

Fixed Charges				
Customer Class	**Water Service**	**Renewable Water**	**Stormwater**	**Wastewater**
Residential	Yes	Yes	Yes	Yes
Commercial	Yes	Yes	Yes	Yes
Commercial w/ Irrigation	Yes	Yes	Yes	Yes
Multi Family	Yes	Yes	Yes	Yes
Multi Family with Irrigation	Yes	Yes	Yes	Yes
Irrigation Only	Yes	Yes	No	No
Bulk Hydrant	Yes	Yes	No	No
Bulk Station	Yes	Yes	No	No

13.3.4 Extra Territorial Agreements

Extra-territorial agreements require rates to be charged in excess of 100% and would only be applicable to a small subset of accounts. The calculations as shown above would be the same only for a different rate.

For Example: Castle Rock Water typically provides water and wastewater services to properties within the Town city limits/boundaries. However, there are times that it provides water and wastewater services by contract to certain customers outside of the Town limits/boundaries (extra-territorial customers). Per

Municipal Code, when service is provided by contract to extra-territorial customers, customers can be charged up to 125% of our normal rates. All other rate calculations are the same, rates are just increased anywhere from 0 – 25%, depending on the approved contract. We currently provide service to a large development outside of the Town limits for 110% of our normal water rates and 125% of our normal wastewater rates. We also have additional extra-territorial development that may be accepted in the near future.

NORTH|STAR™
UTILITIES SOLUTIONS

March 4, 2021

Anne Glassman
Business Solutions Manager
Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

RE: Annual Increases

Anne,

Pursuant to your request for a letter of clarification, NorthStar has committed to providing Support and Maintenance fees as outlined in the Statement of Work dated March 3, 2021 at $28, 125 for the first year (2021). Fees will remain the same ($28,125) for each renewal year 2022 and 2023.

In subsequent years, annual increases to Support and Maintenance will be limited to three (3%) percent or the U.S. CPI index percentage for the year, whichever is higher.

Regards,

Sean Sykes
Vice President of Sales & Marketing
613-226-5511 ext. 2162
Ssykes2@harriscomputer.com

NorthStar Utilities Solutions
1 Antares Drive, Suite 400
Ottawa, ON K2E 8C4

RESOLUTION NO. 2021-028

RESOLUTION APPROVING A SOFTWARE LICENSE, SUBSCRIPTIONS, AND SYSTEM MAINTENANCE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND HARRIS COMPUTER NORTHSTAR

WHEREAS, the Town of Castle Rock (the "Town"), acting by and through its enterprise, Castle Rock Water, and Harris Computer NorthStar (the "Vendor") are under contract for the online customer portal Billmaster; and

WHEREAS, Billmaster provides the Town's water customers to set up online accounts, go paperless, view and print statements, and make payments 24/7 via mobile applications and an Interactive Voice Response phone system, as well as providing print and mail services for monthly statements; and

WHEREAS, Billmaster is an SQL based application and the Town would like to upgrade the customer portal software to a web-based application with enhanced security, billing, and customer service features; and

WHEREAS, the Town wishes to proceed with a software license, subscriptions, and system maintenance agreement for the Northstar business intelligence system and online customer portal with the Vendor.

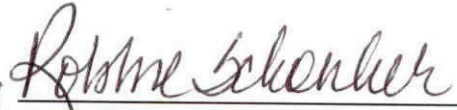**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:**

Section 1. **Approval.** The software license, subscriptions, and system maintenance agreement between the Town of Castle Rock and Harris Computer NorthStar in the form attached as *Exhibit 1* is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligation under the Agreement, the Town Council authorizes the expenditure and payment of equal amounts from account nos. 210-4221-442-70-43; 211-4321-443-70-43; 212-4421-444-70-43; and 213-4521-445-70-43 for a total authorization not to exceed $410,000, unless authorized in writing by the Town.
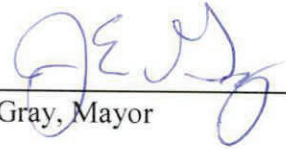
PASSED, APPROVED AND ADOPTED this 2nd day of March, 2021, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of __7__ for and __0__ against.
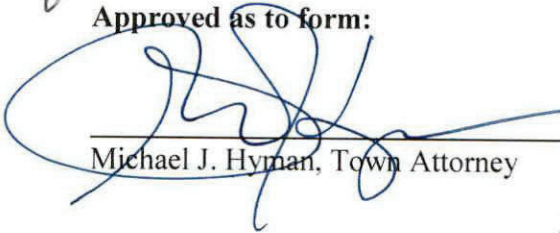
ATTEST:

Robvine Schenker
for Lisa Anderson, Town Clerk

Approved as to form:

Michael J. Hyman, Town Attorney

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to content:

Mark Marlowe, Director Castle Rock Water

TOWN OF CASTLE ROCK
SEAL
APRIL 14, 1881
COLORADO