



Chandler - Arizona  
Our vision. Make the difference.

**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

1. Agenda Item Number:

31

2. Council Meeting Date:

December 10, 2015

TO: **MAYOR & COUNCIL**

3. Date Prepared: November 19, 2015

THROUGH: **CITY MANAGER**

4. Requesting Department: City Manager

5. **SUBJECT:** Purchase of Noetix Licenses, Implementation Services, and Annual Support and Maintenance

6. **RECOMMENDATION:** Staff recommends City Council approve the sole source purchase of Noetix licenses, implementation services, and annual support and maintenance from Magnitude Software, in an amount not to exceed \$353,605.

7. **HISTORICAL BACKGROUND/DISCUSSION:** The City has utilized Oracle Discoverer to develop reports for the City's Oracle Financials and Human Resources system since the initial installation of the software. Oracle has recently discontinued support for the Discoverer product which requires the City to migrate to a different reporting tool. The new solution will be a central repository to consume data to support the needs of our business partners. A critical requirement for our users is to report on data from multiple modules to support their operations reporting. The intention is to acquire a model-based solution to enable our users to build parameter driven reports. After an in-depth citywide review of the multiple solutions available, it was determined that the best overall solution for the City of Chandler is Noetix Views. This solution will provide easy access to the information within the Oracle eBusiness Suite. This item is one piece of three related purchasing requests regarding a reporting replacement solution. This reporting solution will also address the unfulfilled citywide reporting needs that were identified as part of the Oracle eBusiness Suite upgrade that was done in 2011.

8. **EVALUATION PROCESS:** Staff researched all known industry standard reporting solutions. Technical discussions, internal discussions with business groups, solution demonstrations and reference checks determined that Noetix proved to be the best solution to meet the City's reporting needs. The City currently uses a version of Noetix for HR reporting and have experience with their product from both a business perspective and a technical perspective. Because Noetix is proprietary software, it is only available from Magnitude Software. The City has been able to take advantage of extensive year-end pricing discounts offered by Magnitude amounting approximately to \$88,407 one-time and \$17,682 ongoing.

**9. FINANCIAL IMPLICATIONS:**

Cost: \$353,605

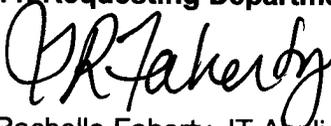
**Fund Source:**

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
101.1286.5419.0.6IC084.0	General Fund	Oracle Reporting	No	\$ 34,761
401.1285.6316.0.6IC084.0	General Government Capital Projects	Oracle Reporting	Yes	\$158,004
401.1285.5219.0.6IC084.0	General Government Capital Projects	Oracle Reporting	Yes	\$160,840

10. **PROPOSED MOTION:** Move City Council approve the sole source purchase of Noetix licenses, implementation services, and annual support and maintenance from Magnitude Software, in an amount not to exceed \$353,605.

**APPROVALS**

**11. Requesting Department**



Rachelle Faherty, IT Applications Support Manager

**12. Department Head**



Steven Philbrick, Chief Information Officer

**13. Procurement Officer**



Carolee Stees, CPPB

**14. Acting City Manager**



Marsha Reed

**CITY OF CHANDLER SERVICES AGREEMENT**  
**NAME OF AGREEMENT**  
**AGREEMENT NO.:**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of December, 2015 (the "Effective Date"), by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "City", and Magnitude Software, Inc., a Delaware corporation, hereinafter referred to as "Contractor".

WHEREAS, Contractor represents that Contractor has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. AGREEMENT ADMINISTRATOR:**

**1.1. Agreement Administrator.** Contractor shall act under the authority and approval of Fachelles Faherty (Agreement Administrator), to provide the services required by this Agreement.

**1.2. Key Staff.** This Agreement has been awarded to Contractor based partially on the key personnel proposed to perform the services required herein. Contractor shall not change nor substitute any of these key staff for work on this Agreement without prior written approval by City.

**1.3. Subcontractors.** During the performance of the Agreement, Contractor may engage such additional Subcontractor as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with Contractor.

**1.4. Subcontracts.** Contractor shall not enter into any Subcontract under this Agreement for the performance of this Agreement without the advance written approval of City. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

**2. SCOPE OF WORK:** Contractor shall perform professional services all as more specifically set forth in Exhibit A, Scope of Work (the "Services"), attached hereto and made a part hereof by reference. Any changes to the Scope of Work shall be mutually agreed in accordance to the change order provisions set forth in Exhibit C hereto, Change Order Process. Any computer connections required to the City computers and/or networks shall be made in accordance with the policies and processes set forth in Exhibit D hereto, Third Party Connections.

**2.1 Non-Discrimination.** The Contractor shall comply with all applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.

**2.2 Licenses.** Contractor shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this agreement.

**2.3 Advertising, Publishing and Promotion of Agreement.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the City.

**2.4 Compliance with Applicable Laws.** Contractor shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

**2.4.1** The Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify, hereinafter "Contractor

Immigration Warranty". If Contractor's employees or subcontractors are not within the borders of the United States of America, this Immigration Warranty does not apply.

- 2.4.2 A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of the agreement.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Agreement to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any agreement the Contractor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

## 2.5 Warranties.

Contractor represents and warrants that the Services provided hereunder will be performed in a manner consistent with the standards and the general customs and practices of the computer services industry.

## 3. ACCEPTANCE AND DOCUMENTATION: Each task shall be reviewed and approved by the Agreement Administrator to determine acceptable completion.

- 3.1. **Records.** The Contractor shall retain and shall contractually require each Subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement.
- 3.2. **Audit.** At any time during the term of this Agreement and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by an independent third party at the City's sole cost and expense, to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.3. **Intellectual Property.** . During the Term of this Agreement, as a result of Contractor's efforts under this Agreement, Contractor may generate ideas, inventions, suggestions, copyrightable materials or other information that are protected by copyright, trademark, trade secret, patent and other intellectual property laws (collectively, "Intellectual Property"). The parties agree on the following ownership terms:
  - a. To the extent that the work delivered to the City includes newly-created material subject to copyright, Contractor agrees that the work is done as "work for hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all newly-created copyrights in the work. To the extent that the work does not qualify as a work for hire under applicable law, and to the extent that the work includes newly-created material subject to Intellectual Property rights protection, Contractor hereby assigns to the City, its successors and assigns, all right, title, and interest in and to the newly-created material including all copyrights in the same, and in all renewals and extensions of the copyrights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries. At the City's request, Contractor shall execute and deliver such instruments and take such other actions as may be required to carry out the assignment granted by this

section. The Contractor shall retain, and the City shall not acquire, any rights to materials that are not accepted.

- b. The terms of this Agreement shall not be construed to limit either party's right to use for any purpose the residuals resulting from access to or work with the other party's confidential information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the confidential information, including without limitation ideas, concepts, know-how or techniques contained therein provided that such does not represent the City's confidential information which: (1) identifies the City as the source of the information; or (2) contains any financial, statistical, personnel information of the City or any transactional or other information concerning the City's business.

#### 4. PRICE:

- 4.1. City shall pay Contractor the project cost as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 4.2. **Taxes.** Contractor shall be solely legally responsible for any and all tax obligations, which may result out of Contractor's performance of this Agreement. City shall have no legal obligation to pay any amounts for taxes, of any type, incurred by Contractor. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3. **IRS W9 Form.** In order to receive payment Contractor shall have a current I.R.S. W9 Form on file with City, unless not required by law.
- 4.4. **Price Reduction.** Contractor shall offer City a price reduction for its services concurrent with a published price reduction made to other customers.
- 4.5. **Labor Rate Pricing.** For two years following the "Go-Live" date, the Contractor agrees that it will continue to offer the pricing shown on Exhibit B for per hour services provided by the Noetix Senior Consultant, Noetix Report Developer, and Lead Consultant for work that is outside that which is detailed in Exhibit A on tasks related to this project
- 4.6. **Optional Support and Maintenance Pricing.** For two years following the "Go-Live" date, the Contractor agrees that it will continue to offer the pricing shown on Exhibit B for tasks identified under the heading of "Optional Support and Maintenance Services" on Exhibit B.

#### 5. TERM:

- 5.1. This time period for performance of this Agreement shall start within 30 days of the City's Notice to Proceed which will be sent to Contractor no sooner than January 30, 2016 and no later than July 1, 2016. Thereafter Contractor will diligently perform the Scope of Work as set for in Exhibit A such that the tasks are completed no later than seven (7) months from the City's Notice to Proceed. Notwithstanding the preceding sentence, City may start to submit, within 30 days of the effective date of this Agreement, Oracle Reporting Report Requirements documents to Contractor. Upon such submittal to Contractor, Contractor shall begin the design and development in accordance with Milestone 6 and may invoice for same in accordance with Exhibit B of this Agreement. The Term of this Agreement will be from the Effective Date through date all tasks are completed.
- 6. **USE OF THIS AGREEMENT:** The Agreement is for the sole convenience of the City of Chandler. City reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by Contractor.
- 6.1. **Cooperative Use of Agreement.** In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and

government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

**6.2 Emergency Purchases:** City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

**6.3 Non-Exclusive Agreement:** This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

## **7. CITY'S CONTRACTUAL REMEDIES:**

**7.1. Right to Assurance.** If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Agreement, the Agreement Administrator may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Agreement in addition to any other rights and remedies provided by law or this Agreement.

**7.2. Stop Work Order.** The City may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Agreement for period(s) of days indicated by the City after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

**7.3.** If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Agreement Administrator shall make an equitable adjustment in the delivery schedule or Agreement price, or both, and the Agreement shall be amended in writing accordingly.

**7.4. Non-exclusive Remedies.** Except as specifically set forth in this Agreement, the rights and the remedies of the City under this Agreement are not exclusive.

**7.5. Nonconforming Tender.** Services and materials supplied under this Agreement shall fully comply with Agreement requirements and specifications. Services or materials that do not fully comply constitute a breach of agreement.

## **8. TERMINATION:**

**8.1.1 Termination for Convenience:** City reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor

shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the Contractor and City, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director or designee shall determine the percentage of work performed under each task detailed in the Scope of Work and the Contractor's compensation shall be based upon such determination and Contractor's fee schedule included herein.

**8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:

- 1) If Contractor fails to perform pursuant to the terms of this Agreement
- 2) If Contractor is adjudged a bankrupt or insolvent;
- 3) If Contractor makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 5) If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;

Where Agreement has been so terminated by City, the termination shall not affect any rights of City against Contractor then existing or which may thereafter accrue.

**8.3. Suspension or Debarment.** City may, by written notice to the Contractor, immediately terminate this Agreement if City determines that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an agreement shall attest that the Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify City.

**8.4. No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**8.5. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this Agreement beyond the current fiscal year. No legal liability on the part of the City for services may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The City may reduce services or terminate this Agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

**9. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

**10. DISPUTE RESOLUTION:**

**10.1. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

**10.2. Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and

concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

**10.3. Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

**11. INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the fullest extent permitted by law, each party, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the other party and any of its elected or appointed officials (as applicable), officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the a party by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any gross negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by the indemnifying party, or any of its subcontractors (as applicable), or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of Contractor's and subcontractor's employees.

NEITHER PARTY NOR ITS DIRECTORS, OFFICERS, AGENTS, SUCCESSORS, ASSIGNS AND AFFILIATES SHALL NOT BE LIABLE TO THE OTHER OR ANY THIRD PARTIES IN ANY EVENT, FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECTLY OR INDIRECTLY INCURRED, OR FOR ANY OTHER LOSSES THE PARTY INCURS OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUES, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN ANY EVENT, WITH THE EXCEPTION OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY THE CITY UNDER THIS AGREEMENT.

**12. INSURANCE:**

1. General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives,

employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.

- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
  - F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
2. Minimum Scope And Limits Of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.
- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
  - C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
  - D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
3. Additional Policy Provisions Required.

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
  2. The Contractor's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
  3. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.
  4. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
  5. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  6. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
  7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
  8. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
  9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
  10. By signing this Agreement, the Contractor certifies it is fully aware of Insurance Requirements contained in the Agreement and assures the City of Chandler that it is able to produce the Insurance coverage required.

11. Should the Contractor become unable to produce the Insurance coverage specified within ten working days, the Contractor is fully aware and understands that it may not be considered for further projects by City of Chandler.

**13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY  
Agreement Administrator:

Contact: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_

In the case of the CONTRACTOR

Firm Name: Magnitude Software, Inc. \_\_\_\_\_  
Contact: CFO \_\_\_\_\_  
Address: PO Box 1984 \_\_\_\_\_  
City, State, Zip Austin, TX 78767 \_\_\_\_\_  
Phone: 866-466-3849 \_\_\_\_\_  
FAX: \_\_\_\_\_

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

**14. CONFLICT OF INTEREST:**

**14.1. No Conflict of Interest.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the City has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. § 38-503. Any such interests were disclosed in Contractor's proposal to the City.

**14.2. Kickback Termination.** In accordance with A.R.S. § 38-511, City may cancel any agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any kother party to the Agreement in any capacity or a Contractor to any other party to the Agreement with respect to the subject matter of the Agreement.

**14.3. No Conflict:** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

**15. GENERAL TERMS:**

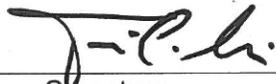
**15.1. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.

**15.2. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the City.

- 15.3. Amendments.** The Agreement may be modified only through a written Agreement Amendment executed by authorized persons for both parties. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the Contractor are violations of the Agreement. Any such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Agreement based on such changes.
  
- 15.4. Independent Contractor.** The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
  
- 15.5. No Parole Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
  
- 15.6. Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY OF CHANDLER  
 \_\_\_\_\_

FOR MAGNITUDE SOFTWARE, INC.  
 By:   
 \_\_\_\_\_  
 Signature

ATTEST:  
 \_\_\_\_\_  
 City Clerk

SEAL

ATTEST: If Corporation  
 \_\_\_\_\_  
 Secretary

Approved as to form:  
 \_\_\_\_\_  
 City Attorney *EB*

**EXHIBIT A  
SCOPE OF WORK**

## EXHIBIT A SCOPE OF WORK

### Description of Services:

Contractor's professional services team will implement and deploy Noetix Global Views solution so that the City can achieve a return on investment as quickly as possible. To assist the City with this goal, Contractor has developed an implementation package based on the collective best practices acquired from installing the Noetix BI solution at hundreds of customers.

Contractor's standard implementation is focused as below with implementation, training, and production readiness:

- 1) **Noetix Operational Reporting Framework implementation:** Contractor's team will engage in Implementation of Noetix Global Views, Noetix Search, Noetix Generator for OBIEE and NoetixViews Workbench in both production and non-production environment, followed by administrator and report developer training. The following Noetix products will be implemented as part of this program:
  - a. **Noetix Global Views:** Noetix Global Views are a layer of database views supporting real-time operational reporting from Oracle EBS.
  - b. **Noetix Generator for OBIEE:** Noetix Generator publishes Noetix content into selected reporting tools e.g. OBIEE, Qlik, Microsoft BI, Business Objects etc.
  - c. **Noetix Search:** Noetix search is an online metadata search tool.
  - d. **NoetixViews Workbench:** NoetixViews Workbench is a web based tool that allows users to modify and create new NoetixViews.
- 2) **Noetix Report development project:** Contractor's team will use the Noetix Global Views framework to design and develop 75 operational reports for the City.

At the end of this engagement, the City will have a Noetix development and production environment up and running, and will be trained in the administration and usage of the Contractor's solution, and will have a defined strategy for deployment and ongoing maintenance. In addition, the following documents will be delivered as part of this engagement:

- 1- Noetix Global Views administration Guide
- 2- Noetix Global Views system requirement document
- 3- Deployment strategy document
- 4- Noetix Report design document for each of the 75 reports in scope
- 5- Noetix Generator for OBIEE Guide
- 6- Noetix Search document
- 7- NoetixViews Work Bench Training Guide
- 8- Noetix Report training slides

### High Level Milestones and Deliverables

- **Milestone 1: 32 Hours – Onsite [Noetix Sr Consultant]**
  - 1.1 Software installation in Development Environment [16 Hours]
  - 1.2 Administrator training & mentoring (informal mentoring during the implementation followed by training on new administration items associated with Global) – up to 6 administrators can participate [16 Hours]

- **Milestone 2:** 40 Hours – Onsite [Noetix Sr Consultant]
  - 2.1 Report developer training, up to 12 students (focus on Global content and Noetix Search) [16 Hours]
  - 2.2 Report developer training for another set of 12 students (focus on Global content and Noetix Search) [16 Hours]
  - 2.3 Conduct workshop with the City's Human Resource users with focus on transitioning from current Noetix standard Views reporting to Noetix global Views reporting [8 hours]
- **Milestone 3:** 32 Hours – Onsite [Up to 6 Trainees] [Noetix Sr Consultant]
  - NoetixViews Workbench installation and training
- **Milestone 4:** 32 Hours – Onsite [Noetix Sr Consultant]
  - 4.1 Deployment strategy including discussion on security setup [16 Hours]
  - 4.2 Security integration discussion and testing and canned reports enabling overview [16 hours]
- **Milestone 5:** 80 Hours – Remote and Onsite [Noetix Sr Consultant]
  - Production deployment and Post Production support
    - Installation of Noetix Global Views in second instance [ production environment]
      - Prepare on prerequisite [8 Hours] [Onsite]
      - Production installation [8 Hours][ Onsite]
      - Post production support [16 Hours] [Onsite]
      - Post production Support [48 Hours] [Remote]
- **Milestone 6:** 1400 Hours – Remote Report Design and Development [Noetix Report Developer]
  - The City will provide detailed requirement for each of the 75 reports.
    - # of reports in scope : 75
      - # of Simple to Average reports: 18
      - # of Average to Complex reports: 38
      - # of Complex to Highly Complex reports: 19

**Detailed Milestone tasks:**

**Milestone 1: Contractor will do the following activities to complete the Non Production - Global Views Installation, Configuration, Generation and Administrator Training [Noetix Sr Consultant]**

**1.1**

- Get all Pre-requisites in place to install the NoetixViews and Noetix Generator
- Install the NoetixViews Administrator (NVA) client software
- Install the Noetix Generator client software
- Install the Noetix Search client software
- Generate the NoetixViews
- Extract the NoetixViews into the query tool
- Build the content for Noetix Search

**1.2**

- Administrator training
  - Discuss troubleshooting the installation
  - Discuss and demonstrate methods of regenerating the NoetixViews
  - Review Contractor Support policies, submission of tickets, validating support accounts
  - Review administration capabilities of the NoetixViews Administrator client
  - Review administration capabilities of the Generator client
  - Review how NoetixViews are created and structured

- Review Role Prefixes – Customizing
- Review Security – how security works within NoetixViews
- Review Security model – how to setup and maintain security
- Review maintaining NoetixViews best practices
- Review customizing NoetixViews – overview and supported methods
- Review generator maintenance and best practices
- Review Noetix Search maintenance and best practices

### **Milestone 2.1, 2.2 and 2.3: Noetix Reports Training and Workshop**

- Report developer training
  - Review Noetix and the NoetixViews
  - Review NoetixViews – Creation and Content
  - Demonstrate Noetix Search – Navigation and usage
  - Train on Defining queries / reports that will benefit end user
  - Train on Designing queries / reports with Noetix Search content
  - Train on Developing queries / reports – general tips
  - Discuss Naming Conventions: NoetixViews vs. query tool
  - Discuss How Noetix builds their Views within the query tool
  - Demonstrate Building basic reports with NoetixViews
  - Demonstrate understanding of how NoetixViews join
  - Train on Report development best practices
  - Review putting it all together – how to use the NoetixViews & Noetix Search with query tool
  - Conduct hands-on lab exercises and a workshop
- Report design workshop
  - Discuss how to verify and validate out of box report templates
  - Review the performance of the reports templates
  - Discuss best practices around report templates tuning for example discuss use of List of values
  - Walk through design of some simple City reports

### **Milestone 3: NoetixViews Workbench Installation and Training**

- Install NoetixViews Workbench
- Integrate existing customizations into Workbench software (if applicable)
- Stage - generate the hook scripts and put them in Custom folder
- Demonstrate Adding a column to a View where the table already exists
- Demonstrate Modifying a column to a View
- Demonstrate Join-To columns Demonstrate Adding Key Flexfields
- Demonstrate Adding DFF
- Demonstrate Adding Lookup columns - for %LOOKUP% type lookups
- Demonstrate Adding a custom view
- Discuss Autojoin
- Hands-on exercises

### **Milestone 4: Deployment Strategy discussion and Security Integration testing**

#### **4.1 Deployment strategy discussion**

- Discussions and documentation on production readiness and deployment strategy topics
  - Technical Platform Strategy
  - Software Maintenance Strategy
  - Security Model
  - Roles and Responsibilities

- Processes and procedures
- Technical Education Strategy
- End User Training Strategy
- User Adoption Strategy
- Custom Views Strategy
- Initial Deployment Plan
- Risk Assessment

*The focus will be to provide guidance and best practices on preparing the City to go live on.*

**4.2** Prototype security integration between OBIEE, EBS and Oracle using few users and discuss security deployment and rollout plan and discuss and document best practice on enabling and getting the canned reports template ready for deployment, rollout and user adoption

**Milestone 5: Production deployment and post production support**

- Installation of Noetix Global Views in second instance [production environment]
  - Prepare on prerequisite
  - Production installation
  - Post production support

**Milestone 6: Remote Report Design and Development [Noetix Report Developer]**

The City will use Attachment 1 to Exhibit A, Oracle Reporting Report Requirements document for each report Contractor shall design and develop. Contractor shall analyze the City's reporting requirements documents and build/update reports in OBIEE using Noetix Global Views, Noetix Search and NoetixViews Workbench.

**Deliverables**

OBIEE reports based on Noetix Global Views framework utilizing Noetix Best practice methodology in the City's Development environment. Upon successful testing and City sign off, scripts will be packaged and provided to the City for migration to Test and Production environments. Contractor report developers will work on the requested reports by the City's project manager as per the priority set. Contractor and the City will address all reports within the not to exceed amount referenced in Exhibit B. The sign off process and timing will be discussed and documented during the project planning phase of this engagement.

**Duration, Roles and Responsibility:**

Contractor Sr Consultant: 208 Hours (onsite and remote)

Contractor Report Developer: 1400 Hours (remote)

Lead Consultant: 160 Hours (remote)

- Project planning and preparations
- Resource coordination
- Activity monitoring, issue resolution, status reporting
- Quality assurance

**NoetixViews Global Being Installed:**

- General Ledger
- Accounts Payable and Cash management
- Accounts Receivable
- Fixed Assets
- Financial Interface

- Order Management and Shipping
- Inventory
- Benefits
- Project Costing and Billing
- Install Base
- Payroll
- HR
- Application Object Library
- Purchasing, iProcurement and iExpense

**Noetix Technology Being Installed:**

- Noetix Generator for OBIEE [Includes Noetix Report Templates]
- Noetix Search
- NoetixViews Workbench

## **Work Dependencies and Assumptions**

This Scope of Work is for a firm, fixed price project based on Contractor's current understanding of scope and requirements. Upon the completion of each project stage, the estimates will be reviewed and may need to be revised due to mutually agreed changes in the scope or effort made in accordance with the Change Order process described in Exhibit C. Contractor's ability to meet project expectations are dependent upon various events, accomplishments, and assumptions that are the responsibility of the City, including, but not solely limited to the items listed in the above Deliverables section and the following:

### **City Prerequisites**

- The City will meet the Noetix System Requirements provided by Contractor under separate cover for the NoetixViews, Noetix Generator, and Noetix Search software.
- Completing and returning a technical profile provided by Contractor under separate cover.
- That the City Noetix Administrators will meet the minimum prerequisites outlined in the attached *Noetix Administrator Skill Set Document*.
- The establishment and maintenance in good working order of a fully configured and functional application environment with sufficient data to evaluate the accuracy of data returned through the Noetix Product(s) being installed.
- Access to all needed account credentials for the installation of Noetix software. The inability to provide said account credentials in a timely manner could result in additional services time in direct proportion to the delays encountered regardless of whether the access delays are caused by the City or by the City's application host provider.
- All hardware and network performance issues will be resolved by the City.
- That the City, at a minimum, will provide the following training facilities to conduct end user training: PC's for each trainee, overhead projector and screen, whiteboard or easel with markers, access to Search tool for trainees, and ability for PC's to access the IB application.
- That the City resource will be trained in the use of the OBIEE reporting tool prior to Contractor providing end user training. Contractor assumes that individuals attending the end user training sessions have knowledge of the OBIEE reporting tool as that will not be covered in the Noetix standard training.
- That the City will commit the appropriate full time onsite (no remote) resources for the designated training –administrative, developer and end user. Number of trainees cannot exceed:
  1. Admin Training - Up to 6 trainees
  2. Developer training – Up to 6 trainees
  3. Reports training – two classes, up to 12 trainees in each
- That the City is not hosted by a third-party vendor.

### **Data Sources and Instances**

- Data sources will be existing Oracle EBS data sources only. External data sources outside of Oracle EBS are not part of this engagement.
- Contractor will be installing the Noetix software into one (1) non-production environment and one (1) production environment as part of this engagement – setup of additional instances will require additional services time. Should that occur the change management process defined below will be employed.

Contractor agrees to cooperate with the City so as to afford the City a reasonable opportunity to meet its said responsibilities under this section in a manner permitting Contractor to meet project expectations without interruption or delay.

## **Resources**

- City and Contractor will work as one complete team with all resources contributing as necessary towards project objectives.
- City will devote knowledgeable resources to answer questions and provide password access to required applications.
- Contractor will provide a part time Project Manager as well as technical and functional resources as required to complete the project within the agreed upon timeline between Contractor and the City.
- Noetix Administration will be supported by the City and Contractor administrators post go live. Noetix Administrators will complete training provided by Contractor and will meet the prerequisite skills as defined in the attached skill sheet.
- City will provide resources to manage the infrastructure (hardware / networks), data sources, and query tool.
- City will provide a Project Manager for the duration of the project to coordinate all City-related tasks.
- City will commit resources from the business to act as project sponsors, to assist in prioritization, to define requirements, and to assist with final testing.
- Should City resources not be available as defined in this Scope of Work, Contractor and the City will jointly evaluate the timeline and budget implications and process any adjustments via the change control process.

## **Project Controls**

- **Status Reporting:** The Contractor Project Manager will produce a weekly project status report during the engagement. This report will be produced electronically and subsequently e-mailed to a distribution list jointly defined by Contractor and the City. It will include the project sponsors, project managers, project team members, and peripheral stakeholders from both companies. In addition, the City will provide an electronic signature via email to the Contractor project manager within two working days of receipt signaling acceptance of the activities described in the report. The absence of a response assumes acceptance.
- **Project Team Meetings:** The project team will meet weekly during the life of the project to review both progress and the plan for the coming week. The Contractor Project Manager will be responsible for scheduling and running these meetings.

## **Change Control [Refer EXHIBIT C CHANGE ORDER PROCESS]**

### **Risk and Issue Management**

- The Contractor Project Manager will track all issues in the status report.
- Escalation of issues will be to the Contractor's Consulting Director and the the City's project sponsor; followed by appropriate Vice Presidents.
- Every effort will be made to come to mutual resolution on any issue identified during the course of the project.

### **Additional Project Assumptions**

- The City will hold primary responsibility for the completion of any necessary documentation that is specific to their internal requirements.
- The City will be responsible for all business level data validation.

- Development needs and/or customization work will need to be contracted under a separate Scope of Work if required.
  - All performance issues will be handled as noted below.
1. Out of box Views: This is included in the City's standard product support. The City will get direct support from Contractor's software support team.
  2. Custom Views: This is something Contractor's Software Professional services team will handle during the development and testing process. Post sign off, the City will own the management and maintenance of the report and custom views unless a Noetix custom maintenance program [NCM] is put in place.
  3. Out of the box Modified Views: This is something Contractor's Software Professional services team will handle during development and testing process. Post sign off, the City will own the management and maintenance of the report and custom views unless a Noetix custom maintenance program [NCM] is put in place.
- Unless explicitly stated otherwise in this Scope of Work, the following services are NOT included in the estimate provided:
    - Creation of custom reports or modification of out of the box reports or Dashboards
    - Modification of existing NoetixViews or creation of custom NoetixViews
    - Creation of generator hookscripts for enhancements

# NOETIX ADMINISTRATOR RESPONSIBILITIES AND RECOMMENDED SKILL SET

## RESPONSIBILITIES

---

The Noetix Administrator is responsible for the installation, upgrades and ongoing maintenance of any or all of the Noetix products listed below. Depending on the size of the organization and system complexities, the Administrator may be more than one individual. Typical tasks include:

- 1- Installing and configuring all Noetix software components
- 2- Defining and maintaining Noetix system security
- 3- Applying Noetix software upgrades
- 4- Generating and Refreshing NoetixViews, Noetix Analytics, and Noetix custom content into third party tools in use (Business Objects, Cognos, OBIEE and Discoverer), Noetix Search, Noetix Help File.
- 5- Extend NoetixViews as required after completion of NoetixViews Customization Certification Course
- 6- Incorporating extensions to content into NoetixViews
- 7- Provide assistance to report developers and query users
- 8- Communicating with Noetix Support
- 9- Coordinate between Oracle support and Noetix support in case of problems where participation from Oracle can expedite the resolution timeframe.

## SKILLS

---

### Noetix Views

- 1- General knowledge of Oracle ERP system (technical and functional)
- 2- Ability to use Oracle tools (SQL\*Plus, SQL\*Loader, PL/SQL, SQL\*Net)
- 3- Experience with Oracle DBA responsibilities (backups, tablespaces, views, security)
- 4- Ability to function within various Operating Systems (Unix, Windows NT, Windows 2000, Windows XP)

### Noetix Generators for third party query tools (Discoverer/Business Objects/Cognos/OBIEE)

- 1- Ability to use the query tool of choice
- 2- OBIEE: Ability to install, use for report development and maintain Oracle Business Intelligence software tools: Oracle BI Server, BI Answers, BI Interactive Dashboards, BI Publisher
- 3- Cognos: Ability to install, use for report development and maintain Cognos reporting software tools: Framework Manager, Content Manager, Report Studio, Query Studio
- 4- Discoverer: Ability to install, use for report development and administer Discoverer reporting tool: Discoverer Plus, Discoverer Administration, Discoverer Desktop, Discoverer Viewer.
- 5- Business Objects: Ability to install, use for report development and maintain Business Objects reporting software tools: Web Intelligence, Universe Designer, Central Management Console, SDKs, Publishing, Auditing.
- 6- Ability to monitor system performance and recommend / make necessary improvements.

### Value Added Skills

- 1- Ability to communicate with and coordinate activities with various communities including database administrators, network administrators, security administrators, system administrators, report developers, and query users.
- 2- Knowledge of Business Intelligence theories and concepts.
- 3- Knowledge of Data Warehousing theories and concepts.
- 4- Expertise of the Oracle GL Accounting Flexfield Security rules (for City of Chandler that utilize this feature).
- 5- Expertise of the Oracle system currency and calendars (for City of Chandler using multi-currency, mixed-calendar scenarios).

**ATTACHMENT 1 TO EXHIBIT A  
ORACLE REPORTING REPORT REQUIREMENTS**



## Oracle Reporting Report Requirements

**Project Phase:** Report Requirements

**Report Name:** "Project Report"  
**Report Creation Date:** September 30, 2015  
**Author:** Collin Ghosh  
**Version #:** 1.0

**Acceptance Criteria:**

The content in this Report Requirements document defines the City of Chandler's requirements for creation of the report by Magnitude Software.

**Attachments:** Excel file as an example of report.

<b>Project Role</b>	<b>Team Member</b>	<b>Signature / Date of Signature</b>
Business Module Lead		
		Date:
IT Lead	Swami Ganesan	
		Date:
IT Project Manager	Jeff Forney	
		Date:

**DEFINITION**

**QUESTIONS:**

<b>What is the title of the report?</b>
<b>Who requires this? (<i>Audience</i>)</b>
<b>Why do they require it? (<i>Business Purpose / Benefit</i>)</b>
<b>How often do they require it? (<i>Frequency</i>)</b>
<b>What is it they want to know? (<i>Columns in business terms</i>)</b>
<b>How much of it do they need to see? (<i>Conditions in business terms</i>)</b>
<b>In what order would they like to see it? (<i>Order By in business terms</i>)</b>
<b>What totals do they require?</b>
<b>Does the information need to be summarized? How?</b>
<b>Do you have a sample report attached? (<i>Create one in Excel if you like</i>)</b>




**In what order should the data be returned?**

Column Title / Name	Ascending / Descending?	Group Sort?

**What item/report totals (if any) are required?**

Column Title / Name	Function (i.e. sum, avg)	Level (Item or Report)

**Sql Scripts (if any)**

## Version History

<b>Date</b>	<b>Version</b>	<b>Author</b>	<b>Change Summary</b>
9/17/2015	1.0	Jeff Forney	Initial Requirements Documentation

**EXHIBIT B  
FEE SCHEDULE**

## Exhibit B Fee Schedule

The City shall pay Contractor an amount not to exceed \$150,840.00 (includes estimated reimbursable expenses) for professional implementation and configuration services, training, report design/development included in Scope of Work Exhibit A.

Contractor shall submit monthly invoices for professional implementation and configuration services, training, and report design/development to the City via US Mail to Contract Administrator. The invoice shall include, in addition to the total, pre-approved Reimbursable Expenses itemized as set forth below, the Milestone number(s) for which work is being billed, hour quantity for each Consultant Role, and the hourly rate for each Consultant Role.

This is NOT a time and materials contract and numbers of hours and estimated totals of the different Consultant Roles positions and totals are estimated in this Agreement solely for purposes of negotiation to arrive at the lump sum cost of \$150,840.00. City's payment to Contractor will not exceed \$150,840.00 for the work described and detailed in Exhibit A (Scope of Work).

Quantity	Consultant Role	Hourly Rate	Total
216	Noetix Senior Consultant	\$ 215.00	\$ 46,440.00
1400	Noetix Report Developer	\$ 50.00	\$ 70,000.00
160	Lead Consultant	\$ 215.00	\$ 34,400.00
	Estimated Reimbursable Expenses		\$ 10,000.00
	Total Services		\$150,840.00

Reimbursable Expenses - All Reimbursable Expenses, including those estimated, must be pre-approved in writing by City of Chandler and shall be billed to City of Chandler at actual costs. Reimbursable Expenses include reasonable travel related expenses in accordance with the federal General Services Administration (GSA) Per Diem Rates (see, <http://www.gsa.gov/portal/category/100120>) coach airfare, and compact car rental. Such expenses shall be itemized on Contractor's invoice and supported with receipts and submitted to City of Chandler.

### **Optional Support and Maintenance Services (outside Scope of Work in Exhibit A):**

Noetix Custom Maintenance Program (NCM) Enrollment

\$400 P.A Custom NoetixViews

\$350 P.A Modified NoetixViews

One time: Initial setup fee: \$5,000

**EXHIBIT C**  
**CHANGE ORDER PROCESS**

## EXHIBIT C

### CHANGE ORDER PROCESS

The change control procedure will be utilized to manage all material changes to the project and must be approved by both the City and the Contractor. The procedure is designed to capture all requests for change including, but not limited to, Statements of Work, , while at the same time ensuring that the decisions are traceable and made at the correct level. Either the City or the Contractor can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Control ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The Parties' Project Managers are able to accurately communicate the status of each CR to their respective constituents.
- Parties' Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
- The Parties' Project Managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

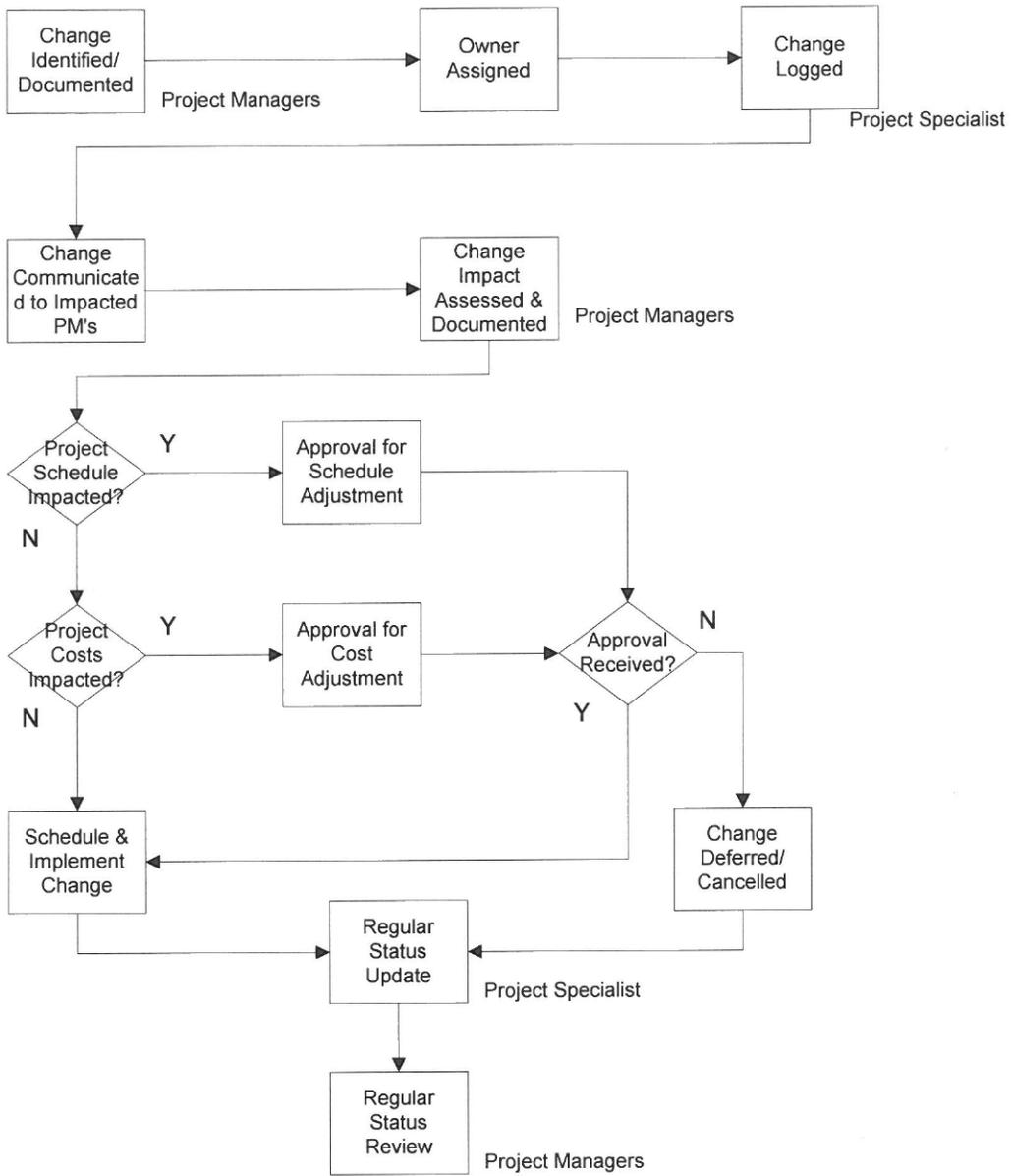
Change Control is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

#### Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the City and the Contractor project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

#### Change Order Process

The following diagram depicts how changes will be managed within this project.



**Change Identified and Documented:** A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

**Change Owner Assigned:** Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

**Change Logged:** An Access database will be established to control/log changes. The Project Manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the Change form showing the information collected.

**Change Communicated to Impacted Team Members:** The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

**Change Impact Assessed and Documented:** Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

**Project Schedule Impacted:** If the change impacts the Project Schedule, the Change must receive City approval.

**Project Costs Impacted:** If the Change impacts project costs, the change must receive City approval.

**No Cost/Schedule Impact:** If the change does not result in any revisions to either costs or schedules, the change must receive City approval.

**Schedule and Implement Change:** If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

**Change Deferred/Cancelled:** If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

**Regular Status Update:** Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

**Regular Status Review:** Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately

effective.

Sample Change Request

<b>CR Number</b>		<b>CR Name</b>	
<b>Project Name</b>		<b>Date Submitted</b>	
<b>Project Manager / Owner</b>		<b>Resolution Needed By Date</b>	
<b>Client Name</b>	the Organization	<b>Requested By</b>	
<b>Change Request Type</b>	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	<b>Priority</b>	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
<b>Business Description</b>	<b>Business Drivers / Change Description:</b> (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
<b>Change Benefits and Justification</b>			
<b>Initial Disposition</b>			
<b>Disposition</b>	<b>Reason if not approved</b>	<b>Signature</b>	<b>Date</b>
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
<b>Analysis Information</b>			
<b>Proposed Resolution</b>	<b>Approach:</b>		
<b>Effort Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
<b>Schedule Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
<b>Cost Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
<b>Resource Impact</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
<b>Impact if NOT Approved (Schedule, Cost, Quality)</b>	(Provide explanation)		
<b>Final Disposition</b>			
<b>Change Control Status</b>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement		

Change Control Reason, if not approved			
<b>Approvals</b>			
<b>Title</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
the Organization Project Manager			
the Consultant Project Manager			
the Consultant Vice President			

000

\$0.00

**Chargeable Hours**

**Rate**

**Amount**

000

000

**Non-Chargeable Hours**

**Total Hours**

**EXHIBIT D  
THIRD PARTY CONNECTIONS**

**EXHIBIT D**  
**THIRD PARTY CONNECTION**

This Exhibit D to the City of Chandler Services Agreement consists of this page and the following attachments that are incorporated in this Exhibit D by this reference:

1. Attachment 1: Third Party Network Connection Agreement Terms and Conditions
2. Attachment 2: Network Connection Policy
3. Attachment 3: Third Party Connection Request - Information Requirements Document

This Exhibit is the complete agreement between the parties hereto concerning the subject matter of this Exhibit and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Exhibit may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Exhibit shall be governed by State of Arizona law without regard to choice of law provisions.

ATTACHMENT 1

**City of Chandler**  
**THIRD PARTY CONNECTION AGREEMENT**  
**TERMS AND CONDITIONS**

**Object:** To ensure that a secure method of connectivity is provided between City of Chandler and Contractor and to provide guidelines for the use of network and computing resources associated with the Network Connection as defined below.

**Definition:** "Network Connection" means one of the City of Chandler connectivity options listed in Section B of the Network Connection Policy.

1. Right to Use Network Connection. Contractor may only use the Network Connection for business purposes as outlined by the Third Party Connection Request -Information Requirements Document.
2. City of Chandler Owned Equipment.
  - 2.1. The City of Chandler may, in the City of Chandler's sole discretion, loan to Contractor certain equipment and/or software for use on Contractor premises (the City of Chandler-Owned Equipment) under the terms of the City of Chandler Equipment Loan Agreement. City of Chandler-Owned Equipment will only be configured for TCP/IP, and will be used solely by Contractor on Contractor's premises and for the purposes set forth in this Agreement.
  - 2.2. Contractor may modify the configuration of the City of Chandler-Owned Equipment only after notification and approval in writing by authorized City of Chandler personnel.
  - 2.3. Contractor will not change or delete any passwords set on City of Chandler-Owned Equipment without prior approval by authorized City of Chandler personnel. Promptly upon any such change, Contractor shall provide City of Chandler with such changed password.
3. Network Security.
  - 3.1. Contractor will allow only Contractor employees approved in advance by City of Chandler ("Authorized Company Employees") to access the Network Connection or any City of Chandler-Owned Equipment. Company shall be solely responsible for ensuring that Authorized Company Employees are not security risks, and upon City of Chandler's request, Company will provide City of Chandler with any information reasonably necessary for City of Chandler to evaluate security issues relating to any Authorized Company Employee. Access to the Network Connection or any City of Chandler-Owned Equipment
  - 3.2. will promptly notify City of Chandler whenever any Authorized Company Employee leaves Company's Contractor's employ or no longer requires access to the Network Connection or City of Chandler-Owned Equipment.
  - 3.3. Each party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party's use of the Network Connection (and Contractor's use of City of Chandler-Owned Equipment) is secure and is used only for authorized purposes, and (b) such party's business records and data are protected against improper access, use, loss alteration or destruction.
4. Notifications. Contractor shall notify City of Chandler in writing promptly upon a change in the user base for the work performed over the Network Connection or whenever in Contractor's opinion, a change in the connection and/or functional requirements of the Network Connection is necessary.

## Third Party Connection Exhibit

5. Payment of Costs. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.
6. DISCLAIMER OF WARRANTIES. NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING ANY SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM ANY DELAY, OMISSION OR ERROR IN THE ELECTRONIC TRANSMISSION OR RECEIPT OF DATA PURSUANT TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
8. Network Protection. Proper protection of Contractor's computer is Contractor's responsibility. As a condition of connecting to the City of Chandler in the normal performance of projects and tasks, all systems used by the Contractor must have antivirus software installed and actively running on those systems connecting to the City of Chandler-Owned Equipment. The City of Chandler will not provide, but strongly recommends the use of antivirus software and a personal firewall. The City of Chandler will not be responsible for any viruses that Contractor may contract while connected to the City of Chandler-Owned Equipment. The City of Chandler will not be responsible for any damage Contractor's systems may receive while connected to our network.
9. Confidentiality. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials concerning the others technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties (Confidential Information.). Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. The parties acknowledge and complete the attached full Non-Disclosure Agreement. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly, each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.
10. Term, Termination and Survival. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also

## Third Party Connection Exhibit

terminate this Agreement immediately upon the other party's breach of this Agreement. Sections 5, 6, 7, 8, 9, 11.1 and 11.2 shall survive any termination of this Agreement.

### 11. MISCELLANEOUS.

- 11.1. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 11.2. Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 11.3. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 11.4. Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction or any Document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

ATTACHMENT 2

**NETWORK CONNECTION POLICY**

Purpose: To ensure that a secure method of network connectivity between City of Chandler and all third parties and to provide a formalized method for the request, approval and tracking of such connections.

**1. Scope**

- 1.1. External company data network connections to City of Chandler can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City of Chandler network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts. Therefore, all external company data network connections will be via the Global Partners Network. This policy applies to all new Third Party Network Connection requests and any existing Third Party Network Connections. When existing Third Party Network Connections do not meet all of the guidelines and requirements outlined in this document, they will be re-engineered as needed

**Definitions:** A "Network Connection" is defined as one of the connectivity options listed in Section B. below. Third Parties is defined as City of Chandler Partners, Vendors, Suppliers and the like.

**A. Third-Party Connection Requests and Approvals**

All requests for Third Party connections must be made using the appropriate method based on the based on the requirements set forth in Exhibit A, Scope of Work, to the City of Chandler Professional Services Agreement between the parties.

The required information is outlined in the **Third Party Connection Request - Information Requirements Document** (See Attachment 3 of this document). All information requested on this form must be completed prior to approval and sign off. It is Contractor's responsibility to ensure that Contractor has provided all of the necessary information and that such information is correct.

All Third Party connection requests must have a City of Chandler VP level signature for approval. In some cases approval may be given at a lower level with pre-authorization from the appropriate City of Chandler VP. Also, all Third Parties requesting a Network Connection must complete and sign a City of Chandler Non-Disclosure Agreement.

As a part of the request and approval process, the technical and administrative contact within Contractor's organization or someone at a higher level within Contractor will be required to read and sign the "Third Party Connection Agreement " and any additional documents, such as the City of Chandler Non-Disclosure Agreement.

**B. Connectivity Options**

The following five connectivity options are the standard methods of providing a Third Party Network Connection. Anything that deviates from these standard methods must have a waiver sign-off at the City of Chandler VP level.

- 1) Leased line (e.g. T1) - Leased lines for Third Parties will be terminated on the Partners network.
- 2) ISDN/FR - Dial leased lines will terminate on a Third Party only router located on the ECS or IT Partners network. Authentication for these connections must be as stated in Section E. below.
- 3) VPN / Encrypted Tunnel - Encrypted tunnels should [must?] be terminated on the Partners Network whenever possible. In certain circumstances, it may be required to terminate an

## Third Party Connection Exhibit

encrypted tunnel on the dirty subnet, in which case the normal City of Chandler perimeter security measures will control access to Internal devices.

- 4) Secure Shell (SSH) access from Internet – Secure shell access from the Internet will be only be via secure shell (SSH) provided by first using SSH to the Third Party gateway machine, where the connection will be authenticated per Section E. below. Once the connection is authenticated, SSH sessions to internal hosts will be limited to those services needed by using the authorization capabilities of City of Chandler Secure Database.
- 5) Remote Dial-up via PPP/SLIP - Remote dial-up via PPP/SLIP will be provided by a separate Third Party modem pool. The connection will be authenticated per Section E. below

### **C. Third Party (Partner) Access Points**

When possible, Third Party (Partner) Access Points (PAPs) should be established in locations such that the cost of the access is minimized. Each PAP should consist of at least one router with leased line with Frame Relay, ISDN or VPN capability.

### **D. Services Provided**

In general, services provided over Third Party Network Connections should be limited only to those services needed, and only to those devices (hosts, routers, etc.) needed. **Blanket access will not be provided for anyone.** The default policy position is to deny all access and then only allow those specific services that are needed and approved by City of Chandler pursuant to the established procedure.

In no case shall a Third Party Network Connection to City of Chandler be used as the Internet connection for the Third Party.

The standard set of allowable services are listed below:

**File Exchange via ftp** - Where possible, file exchange via ftp should take place on the existing City of Chandler ftp servers (server name(s) and addresses to be obtained from IT) for all other work). IT supported Third Party connections have additional FTP services provided by a server in on the Partners Network.

**Electronic Mail Exchange** - Business-related email exchange between City of Chandler and Third Parties may be conducted over the Network Connection as needed. Mail from Third Party sites to Non-City of Chandler addresses will not be allowed over the Network Connection.

**SSH Access** – Secure shell access will be provided to specific City of Chandler hosts, as explicitly needed. Employees from Third Parties will only be given accounts on the specific City of Chandler hosts that are needed. Where possible, router ACLs and static routes will be used to limit the paths of access to other internal City of Chandler hosts and devices.

NOTE: NIS accounts and Directory Services are not to be established for employees of Third Parties who have accounts on City of Chandler hosts.

**Web Resource Access** - Access to internal web resources will be provided on an as-needed basis. Access will be provided by mirroring the appropriate web resources to a web server that resides on the Partners Network. Access to City of Chandler's public web resources will be accomplished via the normal Internet access for the Third Party.

**Access to Source Code Repositories** This access will be decided on case-by-case basis.

**Print Services** - Print services can be provided to City of Chandler IT-supported Third Party connections by via two print spoolers on the City of Chandler Partners Network. City of Chandler-owned printers, that boot off the print spoolers will be located on the City of Chandler, extended network at the Third Party sites.

## Third Party Connection Exhibit

**SQL\*Net Access** - This will be decided on a case-by-case basis.

**ERP Access** - This will be decided on a case-by-case basis.

**NT File Exchange** - File exchange will be provided by NT file servers located on the City of Chandler Partners Network. Each Third Party needing NT File exchange will be provided with a separate folder that is only accessible to that Party and the necessary people at City of Chandler.

### **E. Authentication for Third Party Network Connections**

Third Party Network Connections made via remote dial-up using PPP/SLIP or VPN to SSH over the Internet will be authenticated using the City of Chandler VPN Access System. VPN access will be granted via separate accounts specifically for Third Party individual.

### **F. City of Chandler Equipment at Third Party Sites**

In many cases it may be necessary to have City of Chandler-owned and maintained equipment at a Third Party site. All such equipment will be documented on the Third Party Connection Request. Information Requirements Document. Access to network devices such as routers and switches will only be provided to City of Chandler support personnel. All City of Chandler-Owned Equipment located at Third Party sites must be used only for business purposes. Any misuse of access or tampering with City of Chandler-provided hardware or software, except as authorized in writing by City of Chandler, may, in City of Chandler's sole discretion, result in termination of the connection agreement with the Third Party. If City of Chandler equipment is loaned to a Third Party, the Third Party will be required to sign an appropriate City of Chandler Equipment Loan Agreement, if one is required

### **G. Protection of Company Private Information and Resources**

The City of Chandler network support group responsible for the installation and configuration of a specific Third Party Connection must ensure that all possible measures have been taken to protect the integrity and privacy of City of Chandler confidential information. At no time should City of Chandler rely on access/authorization control mechanisms at the Third Party's site to protect or prohibit access to City of Chandler confidential information.

Security of Third Party Connections will be achieved by implementing "Access Control Lists" on the Partner Gateway routers to which the Third Party sites are connected. The ACLs will restrict access to pre-defined hosts within the internal City of Chandler network. The ACLs will be determined by the appropriate support organization. A set of default ACLs may be established as a baseline.

Enable-level access to City of Chandler-owned/maintained routers on Third Party premise will only be provided to the appropriate support organization. All other business personnel (i.e. Partner Site local technical support personnel) will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

City of Chandler shall not have any responsibility for ensuring the protection of Third Party information. The Third Party shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

### **H. Audit and Review of Third Party Network Connections**

All aspects of Third Party Network Connections - up to, but not including Company's firewall, will be monitored by the appropriate City of Chandler network support group. Where possible, automated tools will be used to accomplish the auditing tasks. Monthly reports should be generated on the Partners Authentication database showing the specific login entries and the appropriate City of Chandler POC. Each City of Chandler Partner POC will receive a copy of the monthly reports showing all of the accounts pertaining to his/her area. Copies of the reports will also be mailed to the department directors.

## Third Party Connection Exhibit

Nightly audits will be performed on all City of Chandler-owned/maintained Third Party router/network device configurations and the output will be mailed to the appropriate City of Chandler network support group. Any unauthorized changes will be investigated immediately.

All Third Party Network Connections will be reviewed on a quarterly basis and information regarding specific Third Party Network Connection will be updated as necessary. Obsolete Third Party Network Connections will be terminated.

### **I. City of Chandler Corporate IT Information Security Organization**

City of Chandler Information Technology Security has the responsibility for maintaining related policies and standards. Corporate IT Security will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision. Global coordination of confidentiality and non-disclosure agreements with all third parties is also the responsibility of City of Chandler IT Security.

### **J. City of Chandler Network Operations Services**

City of Chandler Network Operations Services and IT Security is responsible for all global firewall design, configuration and engineering required for support of any and all third party connections.

ATTACHMENT 3

**City of Chandler  
INFORMATION REQUIREMENTS DOCUMENT**

In accordance with the City of Chandler Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document prior notice to proceed is issued. The City of Chandler IT Staff, Project Management or Procurement staff with the consultation of the third party requesting the Network Connection should complete this document.

**A. Contact Information**

**Requester Information**

Name:  
Department Number:  
Manager's Name:  
Director's Name:  
Phone Number:  
Email Address:

**Technical Contact Information**

Name:  
Department:  
Manager's Name:  
Director's Name:  
Phone Number:  
Pager Number:  
Email Address

**Back-up Point of Contact:**

Name:  
Department:  
Manager's Name:  
Director's Name:  
Phone Number:  
Pager Number:  
Email Address

**B. Problem Statement/Purpose of Connection**

1. What is the desired end result?
2. Company must include a statement about the business needs of the proposed connection.

**C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)**

1. What services are needed? (See Section D. of Network Connection Policy)
2. What are the privacy requirements (i.e. do you need encryption)?
3. What are the bandwidth needs?
4. How long is the connection needed?
5. What are future requirements, if any?

## Third Party Connection Exhibit

### **D. Third Party Information**

1. Third Party Name
2. Management contact (Name, Phone number, Email address)
3. Location (address) of termination point of the Network Connection (including building number, floor and room number)
4. Main phone number
5. Local Technical Support Hours (7X24, etc).
6. Escalation List
7. Host/domain names of the Third Party
8. Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees then provide a count of the number of employees who will be using the connection.

### **E. What type of work will be done over the Network Connection?**

1. What applications will be used?
2. What type of data transfers will be done?
3. How many files are involved?
4. What are the estimated hours of use each week?
5. What are peak hours?

### **F. Are there any known issues such as special services that are required?**

### **G. Are there any unknown issues at this point, such as what internal City of Chandler services are needed?**

### **H. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?)**

### **I. What is the requested installation date? (Minimum lead-time is 60 days)**

### **J. What is the approximate duration of the Third Party Network Connection?**

### **K. Has a Non-Disclosure Agreement been signed with the Third Party or the appropriate employees of the Third Party?**

### **L. Are there any existing Network Connections at City of Chandler with this company?**

### **M. Other useful information**



## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("**Agreement**") is made effective as of December \_\_, 2015 ("Effective Date"), by and between Magnitude Software, Inc., a Delaware corporation, having a principal place of business at 515 Congress Avenue, Austin, TX, 78701 USA ("Magnitude Software") and the City of Chandler, a Municipal Corporation of the state of Arizona having a principal place of business at 175 S. Arizona Avenue, Chandler, AZ 85225 ] ("Customer"). The parties agree as follows:

### 1. Definitions.

- a. "**Customer Software Schedule**" means the applicable Customer Software Schedule describing the Software licensed to Customer and associated Software fees pursuant to this Agreement (the first of which is attached hereto as Attachment A).
- b. "**Documentation**" means Magnitude Software-provided user documentation, in all forms, relating to the Software (e.g., user manuals, on-line help files).
- c. "**Scope Limitations**" means a limitation on the scope of the licenses granted to Customer under this Agreement that is specified in the applicable Customer Software Schedule.
- d. "**Software**" means the Magnitude Software software product identified in the applicable Customer Software Schedule, along with any Updates of same provided to Customer.
- e. "**Unauthorized Use**" means any use, reproduction, distribution, disclosure, possession, examination, or other activity involving any part of the Software or Documentation that is not expressly authorized under this Agreement.

**2. Use of the Software.** Subject to the terms and conditions of this Agreement, Magnitude Software grants to Customer a limited, worldwide, non-exclusive, non-transferable, perpetual (subject to Section 15 (Termination)) license, without right to sublicense, to reproduce, install, and use licensed copies of the Software solely in connection with Customer's internal business operations during the term of this Agreement. Customer's right to use the Software is subject to, and contingent upon Customer's compliance with, each Scope Limitation. If Customer expands the use of the Software from what is shown on the applicable Customer Software Schedule, Customer must notify Magnitude Software prior to making the change and, provided such change is acceptable to Magnitude Software, agrees to pay any fees that may be applicable with respect to such expansion under the then-current Magnitude Software price list.

**3. Use of the Documentation.** Subject to the terms and conditions of this Agreement, Magnitude Software grants to Customer a limited, worldwide, non-exclusive, non-transferable, perpetual (subject to Section 15 (Termination)) license, without right to sublicense, to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with its internal use of the Software in accordance with the terms of this Agreement.

**4. Restrictions.** The Software, and particularly the source code for the Software, includes proprietary, trade secret-information of Magnitude Software. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Software; (b) rent, lease, or sublicense the Software or Documentation; (c) use the Software on a

service bureau or application service provider basis; (d) provide, divulge, disclose, make available to, or permit the use of the Software by any third party; or (e) circumvent or disable any technological or security features or measures in the Software, including, without limitation, to attempt to discern the source code for the Software. Customer will neither alter nor remove any copyright notice or other proprietary rights notices that may appear on the Software or Documentation.

**5. Use by Others.** Customer may allow certain third parties to use the software, restricted to: (i) consultants working for Customer's benefit who have agreed in writing to the restrictions applicable to the Software and source code under this Agreement, (ii) end user employees who access the Software in object code format in connection with the intended business use of the Software, and (iii) third parties that host the Software at a remote location, subject to approval by Magnitude Software and execution of a Third Party Hosting Addendum to this Agreement.

**6. Deployment Services.** Customer is solely responsible for deploying the Software for operation (i.e., installation, configuration, testing, etc.) unless Customer has contracted to have Magnitude Software perform specific deployment services in accordance with the terms of Magnitude Software's standard Professional Service Agreement.

**7. Support Services.** To the extent Magnitude Software makes Software support services generally available, Customer may purchase support services in accordance with Magnitude Software's support policies in effect at the date such services are purchased as set forth in Exhibit A, Magnitude Software Support Policy, attached hereto. The Software may be distributed with certain limited source code. Any modifications to such source code made by or on behalf of Customer ("**Modifications**") shall be the exclusive property of Magnitude Software and shall be considered part of the Software, subject to the terms and conditions of this Agreement. Upon installing any Magnitude Software-provided updates to the Software ("**Updates**"), Customer is responsible for incorporating Modifications into the Updates, and Customer will not hold Magnitude Software responsible for the loss of previous Modifications, reprogramming or other data, or for any delay, that may result from Modifications. Magnitude Software has no obligation to provide technical support for, and has no liability under Section 11 (Limited Warranty) with respect to, Modifications or any impact the Modifications have on the Software.

**8. Ownership.** The Software and Documentation are owned by Magnitude Software and its licensors and are protected by copyright and other intellectual property laws in the United States and other countries. Magnitude Software does not sell the Software and Documentation to Customer, but instead licenses them to Customer to

use, subject to the terms and conditions of this Agreement. Customer has no rights in or to the Software or Documentation except as expressly granted in this Agreement. Customer hereby irrevocably assigns to Magnitude Software all right, title, and interest in and to all authorized and unauthorized derivative works of the Software or Documentation created by Customer, including Modifications and agrees to execute any documents reasonably requested by Magnitude Software to evidence Magnitude Software's ownership of the foregoing.

## 9. Fees and Payment

### a. Fees and Payment Terms

i. Customer will pay Magnitude Software the fees specified in the applicable Customer Software Schedule within 30 days of the date of the applicable invoice.

ii. Any amount not paid when due will be subject to finance charges equal to the lower of 1.5% of the unpaid balance per month, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Magnitude Software to collect any amount that is not paid when due.

b. Taxes. Other than federal and state net income taxes imposed on Magnitude Software, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement.

c. Audit. Upon reasonable notice to Customer, during the term of this Agreement and for three years thereafter, Customer will keep current, complete, and accurate records regarding the reproduction, distribution, and use of the Software. Customer will, after reasonable prior notice from Magnitude Software, provide Magnitude Software reasonable access to Customer's premises, records, and personnel so that Magnitude Software may audit and confirm that Customer complies with this Agreement. If an audit reveals any reproduction, use, or distribution of the Software that is not compliant with this Agreement, Customer will promptly make an additional payment as contemplated in this Agreement, plus interest at the rate specified in Section 9.a.ii. If the amount of the underpayment is 5% or greater, and Customer will promptly reimburse Magnitude Software for its reasonable costs of conducting such audit.

**10. Confidentiality.** Customer may be exposed to certain information concerning the Software and Magnitude Software's business that is confidential and proprietary to Magnitude Software ("**Confidential Information**"). Customer agrees that during and after the term of this Agreement, it shall not disclose to any third party any Confidential Information or use any Confidential Information for any purpose not expressly authorized by Magnitude Software without the prior written consent of Magnitude Software.

**11. Limited Warranty.** Magnitude Software warrants that the Software, when used as permitted under this Agreement and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation for a period of 90 days from the first delivery of any version of the Software (the "**Warranty Period**"). Magnitude Software does not warrant use of the Software will be error-free or uninterrupted. Magnitude Software will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any reproducible error in the Software reported in writing to Magnitude Software. Customer's use of the Magnitude Software Software, a third party's use of the Magnitude Software Software, or Customer's breach of any

Software by Customer during the Warranty Period or, if Magnitude Software determines that it is unable to correct the error, Magnitude Software will refund to Customer the fees actually paid by Customer to Magnitude Software under this Agreement for the defective Software, in which case this Agreement for the defective copies of the Software and Customer's right to use the defective copies of the Software will be terminated. Any such error correction provided to Customer will not extend beyond the original Warranty Period.

## 12. Intellectual Property Infringement

a. Defense. Magnitude Software will defend Customer and its employees, directors, agents, and representatives ("**Indemnified Parties**") from any actual or threatened third party claim that the Software infringes or misappropriates any copyright or trade secret of any third party during the term of this Agreement if: (i) the applicable Indemnified Party gives Magnitude Software prompt written notice of the claim; (ii) Magnitude Software has full and complete control over the defense and settlement of the claim; (iii) the applicable Indemnified Party provides assistance in connection with the defense and settlement of the claim as Magnitude Software may reasonably request; and (iv) the applicable Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

b. Indemnification. Magnitude Software will indemnify each of the Indemnified Parties against (i) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 12.a; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Magnitude Software's consent after Magnitude Software has accepted defense of such claim); and (iii) if any proceeding arising under Section 12.a is settled, all amounts paid to any third party agreed to by Magnitude Software in settlement of any such claims.

c. Exclusions. Magnitude Software will have no obligation under this Section 12 for any infringement to the extent that it arises out of or is based upon (i) the combination, operation, or use of the Software if such infringement would have been avoided but for such combination, operation, or use; (ii) designs, requirements, or specifications for the Software required by or provided by Customer, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (iii) use of the Software outside of the scope of the license granted to the Customer; (iv) Customer's failure to use the latest release of the Software or to comply with instructions provided by Magnitude Software, if the alleged infringement would not have occurred but for such failure; (v) any Modifications or any modification of the Magnitude Software Software not made by Magnitude Software where such infringement would not have occurred absent such modification; or (vi) Unauthorized Use of the Software. Customer will reimburse Magnitude Software for any costs or damages that result from these actions.

d. Exclusive Remedy. This Section 12 states Magnitude Software's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement of any third party intellectual property right by the Software.

## 13. Customer Indemnification

a. Defense. Customer will defend Magnitude Software from any actual or threatened third party claim arising out of or based upon the

of the provisions of this Agreement. Magnitude Software will: (i) give Customer prompt written notice of the claim; (ii) grant Customer full

and complete control over the defense and settlement of the claim; (iii) assist Customer with the defense and settlement of the claim as Customer may reasonably request and at Customer's expense; and (iv) comply with any settlement or court order made in connection with the claim.

b. Indemnification. Customer will indemnify Magnitude Software against: (i) all damages, costs, and attorneys' fees finally awarded against Magnitude Software in any proceeding under Section 13.a; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Magnitude Software in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of such claim); and (iii) if any proceeding arising under Section 13.a is settled, Customer will pay any amounts to any third party agreed to by Customer in settlement of any such claims.

**14. Disclaimers and Limitations.** EXCEPT FOR THE WARRANTY IN SECTION 11, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." MAGNITUDE SOFTWARE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES, COSTS OF SUBSTITUTE PRODUCTS OR SERVICES, OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EXCEPT AS TO MAGNITUDE SOFTWARE'S OBLIGATION UNDER SECTION 12 ABOVE AND CUSTOMER'S OBLIGATION UNDER SECTION 13 ABOVE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL PAYMENTS MAGNITUDE SOFTWARE HAS RECEIVED FROM CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER SOFTWARE SCHEDULE DURING THE YEAR IMMEDIATELY PRIOR TO THE EVENT ALLEGEDLY GIVING RISE TO THE CLAIM.

**15. Termination.** Without prejudice to any other rights, (a) in the case of a curable breach by Customer of this Agreement, as determined by Magnitude Software in its sole discretion, Magnitude Software may terminate this Agreement, including the license(s) granted to Customer hereunder if Customer fails to cure such breach within 30 days after receipt of written notice thereof, and (b) in the case of a non-curable breach by Customer of this Agreement, as determined by Magnitude Software in its sole discretion, Magnitude Software may immediately terminate this Agreement, including the license(s) granted to Customer hereunder. In the event this Agreement is terminated, Customer must immediately cease all use of the Software and destroy all copies of the Software and all of its component parts, including the Documentation.

**16. U.S. Government Restricted Rights.** The Software is "commercial computer software," as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201

through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government Customers and their contractors.

**17. Miscellaneous.**

a. Assignment. Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Neither party may otherwise assign its rights or delegate its duties under this agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent (with such consent not to be unreasonably withheld) will be void.

b. Order of Precedence. Unless otherwise specifically provided in a Customer Software Schedule, the terms of this Agreement shall prevail over any conflicting provision of such Customer Software Schedule.

c. Governing Law. This Agreement shall be governed in all respects by the laws of the State of New York, and any applicable U.S. federal laws without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

d. Export. Customer shall be solely responsible for Customer compliance with applicable export and import laws in connection with use of the Software, and shall defend and indemnify Magnitude Software and any distributor for any liabilities arising from Customer's failure to so comply.

e. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may specify in writing.

f. Modifications. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Magnitude Software will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Magnitude Software specifically agrees to such provision in a writing signed by an authorized agent of Magnitude Software. All preprinted clauses on any order form by Customer are deemed deleted or superseded by this Agreement.

g. Independent Contractors. The relationship between and among Magnitude Software, Customer and any distributor is that of independent contractors, and nothing contained herein shall be construed a partnership, joint venture, co-ownership or otherwise as a joint or common undertaking or allow Customer to create or assume any obligation on behalf of Magnitude Software or any distributor for any purpose whatsoever.

h. Force Majeure. No party shall be liable for any delay or failure in performance primarily caused by any fire, explosion, power blackout, earthquake, flood, weather, strike, embargo, labor dispute, act of civil police or military authority, war, act of God, act or omission of third party freight carriers or suppliers, or act of regulatory or governmental agencies.

i. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's

right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

j. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

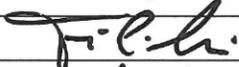
k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. The parties agree one or more electronically transmitted signatures shall have the same force and effect as an originally executed Agreement.

l. Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these parties regarding the licensing of the Software and Documentation. This

Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties for services relating to the Software that Magnitude Software may provide. No employee, agent, or other representative of Magnitude Software has any authority to bind Magnitude Software with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement.

MAGNITUDE SOFTWARE, INC.

CUSTOMER:

By: 	By: _____
Name: <i>Timothy A. Skansi</i>	Name: _____
Title: <i>CFO</i>	Title: _____
Date: _____	Date: _____

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY *kb*



**ATTACHMENT A – CUSTOMER SOFTWARE SCHEDULE NO. 1**

This Customer Software Schedule No. 1 is incorporated into and subject to the terms of the Software License Agreement between the company or organization identified below ("Customer") and Magnitude Software, Inc. dated [\_\_\_\_\_].

Company or Org Name:	City of Chandler	Phone:	(480) 782-2477
Physical Address:	175 S Arizona Ave 3rd Floor	Fax:	
	Chandler, AZ 85225	Email:	Rachelle.Faherty@chandleraz.gov
Ship-to Address:	175 S Arizona Ave 3rd Floor		
	Chandler, AZ 85225		
Main Point of Contact:	Rachelle Faherty		

**Purchase Information**

**Software Description**

<b>License for:</b>
<i>Global Views Real Time Operational Content:</i>
<i>Financials (AP,AR, GL, FA, CM, IFIN)</i>
<i>Supply Chain (PO, INV, OM)</i>
<i>HRMS (HR, Payroll, Benefits)</i>
<i>Service (Install Base)</i>
<i>Projects (Billing, Costing)</i>
<i>Application Object Library</i>
<i>iExpense (custom module)</i>
<i>iProcurement (custom module)</i>
<i>Noetix Search</i>
<i>Noetix Views Generator for OBIEE - 150 Concurrent Users*</i>
<i>Noetix Views Workbench</i>
- Concurrent User Definition - Concurrent licenses means that the license granted pursuant to this Agreement, which, in addition to the Server License, allows a specified maximum number of Users who have access to the Software at any one given time through the Designated Computer System. A Concurrent User is 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)

**SOFTWARE LICENSE FEES**

Customer shall pay Magnitude Software an amount not to exceed \$182,542.50 (includes 1<sup>st</sup> year of support and maintenance) for Software license and the first year of support and maintenance which starts at go live of use for software.

Software		\$149,625.00
Support		\$ 32,917.50
Total Software and Support		\$182,542.50

Concurrent User Price hold of \$998/ Concurrent User on purchase of 100 Concurrent Users;  
 \$1,100/Concurrent User on purchase of 50 Named Users;  
 \$1,200/Concurrent User on purchase of 25 Named Users.  
 Minimum purchase of 25 Concurrent Users.

**Price hold valid through December 31, 2017;**

Magnitude Software shall submit an invoice to Customer for the Software and software support in the amount of \$182,542.50 listed herein via US Mail at the following address:

Bill to Address:  
City of Chandler  
Information Technology MS 301  
PO Box 4008  
Chandler, AZ 85286



Version 5.0

# Magnitude Software Support Policy

This document is provided for information purposes only, and the information contained herein is subject to change without notice. Magnitude Software does not provide any warranties covering and specifically disclaims any liability in connection with this document.

**Contents:**

- MAGNITUDE SOFTWARE SUPPORT POLICY ..... 2
- TECHNICAL SUPPORT SERVICES ..... 2
  - Online Knowledge Base ..... 2
  - Magnitude Software Incident Tracking Support System ..... 2
  - Product Updates and Maintenance ..... 2
  - Support Contacts ..... 2
- Support Plans ..... 2
  - Standard Support ..... 3
  - Gold Support ..... 3
  - Platinum Support ..... 3
- Additional/Optional support Services ..... 4
  - Additional Support Contacts ..... 4
  - Managed Services ..... 4
  - Noetix Customization Maintenance ..... 4
- CUSTOMER LIAISON WITH MAGNITUDE SOFTWARE ..... 4
- ONLINE SUPPORT ..... 5
- CONTACTING TECHNICAL SUPPORT ..... 5
  - Support Contact Information ..... 5
- OPENING A NEW SUPPORT CASE ..... 6
- CASE management ..... 7
  - Closing a Case ..... 7
  - Older Releases of Software ..... 7
  - Escalation Assistance ..... 8
- CASE Priority ..... 8
  - Priority 1 ..... 8
  - Priority 2 ..... 8
  - Priority 3 ..... 8
  - Priority 4 ..... 8
  - Support Case Response Guidelines ..... 9
- TERMS AND CONDITIONS ..... 10

## **MAGNITUDE SOFTWARE SUPPORT POLICY**

The Technical Support policies contained in this document are limited to Magnitude Software products that are referenced by the customer license agreement. All appropriate support fees must be paid in full to be able to take advantage of Magnitude Software Technical Support services.

These technical support policies are subject to change at the discretion of Magnitude Software. For the latest support policy, please refer to the [Magnitude Software online Knowledge Base](#).

## **TECHNICAL SUPPORT SERVICES**

Magnitude Software provides a number of resources to help support customers resolve issues. These online resources are available 24x7 to help customers access previous solutions, search resolved issues, report incidents and check the status of open requests. These resources come standard with all levels of support.

### **Online Knowledge Base**

Magnitude Software provides a comprehensive online Knowledge Base that allows customers to search for resolutions to their issues. Available to all Magnitude Software authorized support contacts, the Knowledge Base serves as a resource for known issues – enabling users to self-diagnose and troubleshoot or alert them to known issues that are being resolved. The Knowledge Base contains a wealth of information including questions and answers on technical issues, the implementation process, the most recent information on product upgrades and patches.

### **Magnitude Software Incident Tracking Support System**

The Magnitude Software Incident Tracking Support System provides customers with a means to log new incidents, review the status of open incidents, and exchange information about the issue online anytime.

### **Product Updates and Maintenance**

Standard with all support contracts is unlimited access to software product updates – both functional and maintenance. Magnitude Software will also notify registered users of all software product updates.

### **Support Contacts**

These contacts are authorized to interact with Magnitude Software technical support engineers, who are available during normal business hours for live, hands-on support via phone, email or web-based interaction. The number of named or “authorized” support contacts is dependent upon the support plan purchased.

## **SUPPORT PLANS**

Magnitude Software offers a comprehensive array of technical support solutions to help customers take full advantage of their investment in Magnitude Software products. Customers can choose from three support plans designed to meet the diverse needs of their organizations.

## Standard Support

Standard support provides customers with software upgrades and maintenance releases. In addition, supported customers receive access to our Web-based resources and online and telephone access to support engineers during regular business hours (Monday-Friday).

## Gold Support

Gold support provides two additional support contacts (for a total of four per customer) as well as improved response time for Priority 2 incidents, in addition to service and training offering discounts.

## Platinum Support

Platinum support is the highest coverage level available, providing customers with extended hours of service (24x7) for Priority 1 incidents, including nights and weekends, as well as professional services including managed upgrade of software, performance tuning, and training.

See the table below for a summary of basic technical support services available by plan across all Magnitude Software product brands. Additional service offerings are available for customers with Premium and Gold support. For more information regarding these additional service offerings, please go to <http://magnitudesoftware.com/our-brands/>, and select the appropriate brand.

Technical Support	Standard	Gold	Platinum
Customer portal and Online resources: Help desk and knowledge base	•	•	•
Unlimited Online incident reporting	•	•	•
Support Contacts	2	4	6
Initial response for Priority 1 incidents within business hours	1 hour	1 hour	1 hour
Initial response for Priority 2 incidents within business hours	4 hours	2 hours	1 hour
Prioritized issue escalation factor	x1	x2	x4
9 x 5 online and phone support local customer time	•	•	•
13X5 online and phone support local customer time		•	•
24x7 online and phone support for Priority 1			•
Access to maintenance and full product releases	•	•	•
Priority weighing factor on requested enhancements	x1	x2	x4
Priority Access to product Beta releases, roadmap insight and client advisory board discussions		•	•

## **ADDITIONAL/OPTIONAL SUPPORT SERVICES**

### **Additional Support Contacts**

If your business requires more than the allocated number of support contacts, additional support contacts may be added at any time to any support plan (USD \$1,500 per contact, annually). These contacts should be trained and proficient with Magnitude Software products.

### **Managed Services**

Administration of the Magnitude Software environment is maintained remotely by highly-skilled administrators that follow field-tested best practices. Magnitude Software offers standard and premium managed service plans designed to meet the level of service required by individual organizations.

### **Noetix Customization Maintenance**

Noetix Customization Maintenance (NCM) is a service that enables customers to reap the benefits of developing customizations to NoetixViews and having those customizations maintained through upgrades by Magnitude Software. Only customizations created by Magnitude Software or certified users are eligible for NCM.

## **CUSTOMER LIAISON WITH MAGNITUDE SOFTWARE**

Magnitude Software requires that your company designate a specific number of individuals as specified in the support plan that your organization is enrolled to interact with Magnitude Software Technical Support. These designees are referred to as the authorized support contacts and serve as your corporate liaison to Magnitude Software's Technical Support team.\* These individuals may include the primary and secondary Noetix and/or Kalido Administrators, a DBA or database expert with experience in Oracle and/or SQL Server, and a functional super-user knowledgeable in the underlying application.

Having trained administrators represent each of our clients facilitates more efficient communication and leads to faster resolution of technical support issues.

The administrator works with Magnitude Software Technical Support to diagnose issues and achieve case resolution. The amount of time required of the administrator will depend upon the number, nature, and complexity of the issues encountered.

To avoid interruptions in support service, and to provide you with the highest level of customer care, we ask you to notify us whenever a new person is designated as your company's administrator. Training is absolutely necessary for the success of a designated administrator. Magnitude Software will actively monitor support cases from newly appointed administrator's to ensure that proper training has been completed.

*\*Customers who purchased software from a distributor will use the distributor as the primary means for Technical Support unless notified otherwise by Magnitude Software.*

## ONLINE SUPPORT

Managed by Magnitude Software's Technical Support staff, Online Support is a powerful tool that will help you quickly and easily find answers to commonly asked questions and request assistance from Magnitude Software Support.\* Navigate to [support.magnitudesoftware.com](http://support.magnitudesoftware.com) to access Online Support.

Use Online Support to:

- "Find Answers" to your technical questions by searching the knowledge base
- Update and monitor the status of your questions in "Communities "
- Retrieve the latest product version available and newly released patches, and maintain your subscriptions
- Download the requested software and new releases
- Update your user profile

*\*Customers who purchased software from a distributor will use the distributor as the primary means for Technical Support unless notified otherwise by Magnitude Software.*

*^Access to these features is controlled by the privileges assigned to your support account. Please contact the administrative/management contact for your organization for these privileges.*

*+Refer to the support plans section for further details on hours of availability and level of coverage applicable to the support plan in which your organization is enrolled.*

## CONTACTING TECHNICAL SUPPORT

If you have questions or encounter a problem during installation or operation of your software, we recommend you begin by accessing the Magnitude Software online Knowledge Base at [support.magnitudesoftware.com](http://support.magnitudesoftware.com).

If you don't readily find the answer you are looking for in the Knowledge Base, the administrator for your company should open a new incident online. Interacting with Magnitude Software online will help ensure that your questions are handled as efficiently as possible. In addition, records about your discussion are retained for future reference.

Magnitude Software Technical Support is trained to address specific issues with your software's operation.

Submit an incident if:

- You believe there is a problem with your software
- You would like to request an upgrade or patch for your software
- You would like to make recommendations regarding product functionality for future releases of Magnitude Software products
- You need your Magnitude Software products to be customized to meet your company's specific needs

## Support Contact Information

**Online Support:** [support.magnitudesoftware.com](http://support.magnitudesoftware.com)

(Your primary source for communication with Magnitude Software Technical Support)

Magnitude Software support engineers are staffed at all of the Magnitude Software regional offices listed below. Customer calls to the US support number: +1 425-372-2656 will be directed to the corresponding regional office based on the availability of the support engineers. Calling the main US support number provides the best opportunity for contacting a support representative in the appropriate time zone.

**Corporate Headquarters:**

United States / Tel: (425) 372-2656

United Kingdom / Tel: +44 (0)20 8610 6023

India / Tel +91 0(40) 66731107

For customers who purchased Magnitude Software products from a distributor, the distributor is the primary means for Technical Support unless notified otherwise by Magnitude Software.

## OPENING A NEW SUPPORT INCIDENT

Only an authorized support contact for your company may open new support incidents. You should always open a new incident online before contacting Magnitude Software Technical Support by phone.

To open a new support case:

1. Navigate to [support.magnitudesoftware.com](http://support.magnitudesoftware.com) to access Online Support
2. You will be prompted to login to an existing user account. Once you login, please submit an incident.
3. Enter a brief summary of your question in the Subject line then a detailed description of your question or problem encountered in the description field. Include the symptoms experienced and any facts about changes to the environment preceding the error. Please include the following additional information as appropriate:
  - The Magnitude Software product and sub product affected
  - The category appropriate for your question
  - Priority level (see Case Priority)
  - The version/build number of the software
  - Server and client operating system (including version or service pack) on which the related software is installed
  - RDBMS version and instance (e.g. test, development, production)
  - Application module and version affected
  - Any error numbers and messages associated with your issue
  - Steps used to replicate the issue
4. Attachments
  - To further expedite the handling of your case, please attach any documents with your question that may help Magnitude Software Technical Support better understand the problem, such as screen shots of steps taken or error messages.

You may update information and check the status of your questions at any time online.

If you are having difficulties submitting your question or would like to speak to the Support Engineer who has been assigned to your case by telephone, please refer to the "Contacting Technical Support" section of this document for contact information and hours of operation.

## INCIDENT MANAGEMENT

After an authorized contact for your company has submitted a new support case online, the case is assigned a unique reference number that should be used in any communication throughout the duration of the case. Using reference numbers is especially critical when customers have multiple cases open with Magnitude Software.

The Technical Support team will do preliminary investigation before responding to your request. Therefore, initial response times vary according to the priority of the case; please refer to the "Support Incident Response Guidelines" section of this document for additional details.

Due to the complexity of Magnitude Software's products and the environments in which they are installed, technical issues are not normally resolved during the initial contact. Please be prepared to provide additional information to your Support Representative. You can update your case electronically at any time through Online Support by navigating to "Communities"

If different expertise is required at any time during the handling of your case, your Support Representative will involve the appropriate Magnitude Software resources. If the administrator for your company reports a potential product defect, Technical Support will attempt to replicate the problem. Every effort will be made to provide you with a suitable workaround for the issue. Technical Support will also notify the appropriate parties at Magnitude Software if a product defect is confirmed. In that situation, the problem will be scheduled for correction in a future product release or service pack.

### Closing an Incident

Magnitude Software Technical Support will close an incident when you and the Support Representative agree that a resolution has been reached. Your incident may be closed because:

- The information provided by Magnitude Software Technical Support has answered your question
- You tell Technical Support that the incident is resolved or can be closed.
- A workaround to achieve similar results is provided and accepted by you.
- It is determined that you require additional expertise and knowledge that can only be gained through product training or a Magnitude Software Professional Services engagement.
- You and your Support Representative agree that your problem is the result of an application code or design problem that cannot be isolated. In this situation, your Support Representative may refer you to Magnitude Software Professional Services.
- The root cause for the issue reported has been identified as being external to Magnitude Software.

At Magnitude Software we continually strive to improve our products and processes, feedback from our customer base is a key factor that contributes to this process. We might solicit your feedback on the closure of an incident, please provide your valuable input to help us serve you better.

### Older Releases of Software

Technical Support will make every attempt to answer your questions about older releases of Magnitude Software products. As a standard practice, Technical Support will attempt to duplicate and fix product defects only for the currently supported software releases.

## Escalation Assistance

Magnitude Software has established an effective process to support special situations on those occasions when customers encounter critical problems that require a higher level of service.

If you are not satisfied with the current plan of action, at any point while your incident is open, you may request escalation through your Support Representative or the online support case. Your request will be routed to the Support Manager, who will contact you to discuss your situation and determine a plan for resolution.

## INCIDENT PRIORITY

Magnitude Software defines each Technical Support incident according to specific priority criteria. Please read each of the following categories carefully. When you open a new support incident, classify the priority of your incident using the guidelines below to help us serve you effectively.

While Magnitude Software understands that every technical support incident is important and deserves attention, we ask that customers classify cases with great care to ensure that the most severe incidents obtain the necessary resource allocation from Magnitude Software.

### Priority 1

The issue causes complete loss of service to a production system. Work cannot reasonably continue, the operation is mission-critical to the business and the situation is an emergency. A Priority 1 issue has one or more of the following characteristics:

- Data has been corrupted
- A business-critical function is no longer available
- The client's system freezes indefinitely, causing unacceptable or indefinite delays for resources or response
- The client's system crashes and continues to crash repeatedly after restart attempts

Magnitude Software will dedicate technical support personnel to each Priority 1 incident until the issue is resolved or as long as useful progress can be made. To ensure speedy resolution, the administrator, or suitable representative will be available throughout the time period that the incident is being worked on and assist with data gathering, testing and applying fixes. Magnitude Software technical support team members will be available to the customer during this time period by phone or e-mail as appropriate.

### Priority 2

The issue causes a severe loss of service to a production system. No acceptable workaround is available, but operation can continue in a restricted fashion.

### Priority 3

The issue causes a severe loss of service to a production system, but a workaround has been applied which has temporarily allowed operation to continue.

### Priority 4

The issue causes minor loss of service to a production system or a severe loss of service to a non-production system. The impact is an inconvenience, which may require a workaround to restore functionality.

## Support Incident Response Guidelines

Technical Support will make all reasonable efforts to respond to support incidents per the following guidelines (see table). Response time is measured from the time you raise an online support incident to the time a Magnitude Software Support Engineer is assigned to the incident and acknowledges such assignment by initiating a return contact. Note: For incidents within a given priority level, support incidents from customers enrolled in the premium support plan will be given a higher priority over support incidents from customers enrolled in the standard support plan.

Priority Level	Response Time
Priority 1	within 1 local business hour
Priority 2	within 4 local business hours
Priority 3	within the next local business day
Priority 4	within the next two local business days

# TERMS AND CONDITIONS

## Technical Support Fees

Technical support fees are due and payable in advance of the support period unless otherwise previously stated in an ordering document or in a financing or payment contract.

## Support Period

Magnitude Software, technical support periods vary (1, 3 & 5 years) and are priced accordingly. You can work with us to define the length of coverage that is appropriate for your needs when you pay your technical support fee.

## Coverage

Magnitude Software provides Technical Support for issues that occur only in currently supported Magnitude Software product release(s) that are running unaltered or with Noetix-certified customizations. To receive Technical Support, the Magnitude Software products must be installed on an appropriate hardware and operating system configuration as specified in our system requirements documentation. Magnitude Software product information is available on our brand websites at [www.noetix.com](http://www.noetix.com) or [www.kalido.com](http://www.kalido.com)

## Reinstatement of Support

If you have cancelled your Magnitude Software Technical Support Service, you may have it reinstated by paying a reinstatement fee, according to the reinstatement schedule below. You may choose to reinstate coverage for any or all of the Magnitude Software products for which you have purchased licenses. After reinstatement, you will have access to Magnitude Software Technical Support services, and software updates, only for those products for which support has been reinstated.

Reinstatement Schedule:

- *Lapsed 0-12 months*

25% reinstatement fee will be applied to the back renewal support amount, calculated on current list price

- *Lapsed 13-24 months*

50% reinstatement fee will be applied to the back renewal support amount, calculated on current list price

- *Lapsed more than 24 months*

Must purchase new license and Technical Support for desired modules, based on current list price

## Unsupported Installations

Customers with one or more unsupported installations of Magnitude Software products will not receive updates, maintenance releases, patches, telephone assistance or any other technical support from Magnitude Software.

## Product Certification

Magnitude Software product versions are certified for compatibility with specific versions of an underlying vendor software product (e.g. Oracle EBS, RDBMS, etc.) in two ways:

- As outlined in the product release notes
- As detailed in system requirements documentation

As a vendor releases new versions of its product into general production, Magnitude Software will verify and, if necessary, adjust Magnitude Software products to ensure that they can be supported for that release.

Magnitude Software is committed to making the transition from one release of a vendor software product to another as seamless as possible for our customers. The amount of effort required to verify that the new release will be compatible with our software depends on the scope of the changes that the vendor has made to that release. As a result, Magnitude Software cannot commit, in advance, to a timetable for that support.

## Product Decertification

Should Magnitude Software determine that a particular version of an underlying vendor software product is unstable or otherwise incompatible with one of our product releases, we reserve the right to decertify that vendor product version. Magnitude Software will define this decertification in the product release notes and detail it in the system requirements documentation.

## **Error Corrections**

Magnitude Software will use reasonable efforts to correct any errors, defects or malfunctions in our products. We may also choose to replace them with functionally equivalent software, or provide a temporary solution or patch for the portion of the Magnitude Software products containing the errors. Any possible error corrections will be remedied as part of the Magnitude Software products licensed under your company's existing software license agreement. Corrections will be provided under the terms and conditions contained in the software license agreement.

## **Updates**

From time to time during the term of support services, Magnitude Software may make available enhancements and new versions of the Magnitude Software products and related documentation ("Updates"). We will send these to you, upon request, at no additional charge. Any updates issued to you by Magnitude Software are considered part of the Magnitude Software products that are licensed under the software license agreement and will be provided according to the terms and conditions contained in that agreement.

While Magnitude Software often creates updates and new versions of our products, we do not promise that this will occur during the length of any particular period of support service.

## **Customizations**

Customizations to Magnitude Software are not supported under standard, gold, or platinum support. Magnitude Software Technical Support will not attempt to remedy software issues that arise as a result of such customizations.

Extended support service specific to certified customizations can be purchased through Magnitude Software.

© 2014 Magnitude Software, Inc. Noetix and Kalido are wholly owned subsidiaries of Magnitude Software, Inc. Noetix, and NoetixViews are registered trademarks of Noetix Corporation. Other "Magnitude Software" marks are trademarks of Magnitude Software Corporation.

All other company and product names mentioned herein are used for identification purposes only and may be trademarks or registered trademarks of their respective owners.

## **Obsolete Magnitude Software Products**

Magnitude Software supports multiple versions of our products. We know that your company may need adequate time to upgrade the underlying software products against which we certify upgrades of our products. Should we determine that we can no longer support a version or versions of our products, we will provide you with written notification at least six (6) months before the date of obsolescence.

If a software product vendor deems a version (or versions) of its product obsolete, Magnitude Software will no longer be able to support our products against that version. Magnitude Software will discontinue support of these products on the same schedule as the vendor has chosen to render its software product version (or versions) obsolete.

## **Misuse**

Occasionally damage occurs as a result of misuse. If your technical support issue is due to one or more accidents, relocation or other movement of any Magnitude Software product, or the neglect or misuse of the Magnitude Software products (including non-certified customizations, failure to maintain proper environmental conditions of sites or failure to use the Magnitude Software products in accordance with the applicable documentation, failure to backup all existing data, software, and programs on affected systems before receiving services), Magnitude Software will not provide support service to correct the resulting issue.

## **On-Site Support**

On-site support is not included as a part of the Magnitude Software Support Plans. You may obtain this level of service only by purchasing consulting services from Magnitude Software under the applicable terms and charges.