City of Corona

Agenda Report

File #: 19-0682

AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:
City Council consideration of Questica Budget Software implementation and software licensing agreement.

RECOMMENDED ACTION:
That the City Council:

1. Authorize the Administrative Services Department to approve the Questica software implementation and software licensing agreement in the total contract amount of $336,270 for the period September 18, 2019 through September 17, 2022 as an exception to bidding pursuant to Corona Municipal Code (C.M.C.) Section 3.08.140(E) "Purpose of bidding is otherwise accomplished".

2. Authorize the City Manager, or his designee, to execute any needed contractual documentation to effectuate the software purchase, subject to any revisions required by the City Manager and/or the City Attorney in order to make them acceptable as to form and consistent with the Council's action hereunder.

3. Authorize the Purchasing Manager to issue a purchase order to Questica LTD for software implementation services and software licensing in the amount of $182,740 for the initial period of September 18, 2019 through September 17, 2020 and approved necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i)

4. Authorize the City Manager, or his designee, to execute two optional renewals for subsequent one-year periods, in the amounts not to exceed $76,765 per renewal period and approve necessary change orders and/or amendments up to the amount provided by CMC 3.08.070(i).

ANALYSIS:
The City's budget development process starts with preparation of the forms by the Administrative

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Services Department (ASD). The current department submittal process involves the use of Microsoft Excel, Word, and Access. Departments enter their budget proposal information into the appropriate forms which are then submitted to ASD. ASD is responsible to review and analyze the information. The department submittals are then combined into 'master' worksheets or files. Through the review process with departments and the City Manager's Office, adjustments are made in the master files. The information is ultimately entered into the City's financial system, by data entry or an upload process. Once in the financial system, reports can be generated to compile the information for presentation purposes. This is a very manual process that takes a substantial amount of time and is prone to errors.

In an effort to streamline the process, reduce opportunities for errors, and to provide enhanced budgeting tools and reporting, staff began to explore budgeting software options. Staff participated in demonstrations of three (3) products - Questica, OpenGov, and Workiva. Staff from ASD and the Information Technology Department participated in the demonstrations. After review, staff selected the Questica budget solution. Features that stood out in Questica's budgeting software were:
- Ease of preparing the personnel expenditures budget
- Workflow for the submittal/approval/consolidation process
- Integration with the budget document software
- OpenBook Project Explorer visualization for capital budgets allows organizations to display on a map every infrastructure project, including the budget, actual spending, funding sources, and accompanying documentation
- Integration with the City's interactive budget tool, *A Balancing Act*

In 2018, the City of Escondido conducted an RFP for 'Budget Software and Implementation Services' and selected the Questica product. The product is also successfully being used by multiple agencies such as Riverside, CA, Palo Alto, CA, and Thousand Oaks, CA.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections for the upcoming fiscal year as well as negotiations; calculate internal service charges and cost allocations; assist with operating and capital improvement project (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore, and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data and project trends for future fiscal years. In addition, the BSS will interface with the City's current financial system, One Solution, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

The Questica Budget Book, powered by Caseware, will simplify the preparation of the budget document. Currently, as figures get revised, it is a manual process to update all the software platforms and ensure the updates get carried throughout the document in the narrative sections and graphs. With the Caseware product, revisions made in the budget software will automatically flow through the document, updating the appropriate sections. This will significantly reduce the amount of time to prepare the document as well as reduce room for errors.

COMMITTEE ACTION:
Not applicable.

STRATEGIC PLAN:
Not applicable.

FISCAL IMPACT:
Year one of the agreement is $182,740, for the period of September 18, 2019 through September 17, 2020. The first year includes $105,975 in one-time costs related to configuration, implementation, and training. The first year total also includes the annual subscription costs of $76,765 which covers the Questica budget software with multiple licenses, Questica OpenBook, and Questica Budget Book powered by Caseware.

Funding for the first year of budget software and implementation costs is available in the 'Budget Management Software' project in the Information Technology Fund 681. Recurring licensing costs will be included in the budget process in future years. It is anticipated that there will be some budgetary savings from other products that provide overlapping services with the new budget software. This will be analyzed through the implementation of the new software.

ENVIRONMENTAL ANALYSIS:
No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:
1. City of Escondido City Council Staff Report - Professional Services Agreement with Questica Ltd. To Provide Budget Software and Implementation Services
2. Questica Software Subscription Agreement

SUBJECT: Professional Services Agreement with Questica Ltd. to Provide Budget Software and Implementation Services

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-156 authorizing the Mayor and City Clerk to execute a three-year Public Services Agreement with Questica Ltd. effective October 24, 2018, through October 23, 2021, with three (3) additional one-year renewal options.

FISCAL ANALYSIS:

Funding for budget software is included in the Finance 2018/19 operating budget. The total annual estimated cost for the first year is $122,826; total cost not to exceed $180,378 for the three-year agreement.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the City Council's Action Plan regarding Fiscal Management by enhancing the City's current financial reporting system and creating efficiencies in the operating and CIP budget processes.

BACKGROUND:

Currently, the City uses Microsoft Excel and Word to compile the Citywide budget documents. Department users enter budget information on standard Excel templates. The templates are then compiled into a "master" worksheet. Once the budgets have been adopted by City Council, the budget information is manually reentered onto a separate excel worksheet and uploaded into the City's financial software by the Information Systems department. This is a very manual process that takes a substantial amount of processing time and is prone to errors.

In an effort to meet the City's ongoing goal to maintain Escondido as being efficiently managed, Staff researched and determined that software existed that could be used as a tool to make the budgeting process more efficient. This would allow more time for Staff to focus on research, analytical results, and modeling alternatives.

A Request for Proposal (RFP) for Budget Software and Implementation Services was issued on August 6, 2018. The RFP closed on August 31, 2018, and four (4) vendors responded. The responses to the RFP were first reviewed and evaluated by a selection committee consisting of City Staff from Finance,

Information Services, and Utilities Administration Departments. The selection committee chose the two (2) vendors with the highest scores to perform live demonstrations of their budget software. Based on detailed criteria, Questica Ltd. was rated by the selection committee with the highest overall score.

Questica's Budget Software Solution (BSS) will assist with payroll cost projections; manage position control; calculate internal service charges and cost allocations; assist with operating and capital improvement (CIP) budget preparation; provide detailed reports and be able to export sufficient information to create detailed budget reports. It will allow for collaborative budgeting, in which users can concurrently view, explore and comment on proposed budgets. It will enable deep analysis of the budget by enabling robust, interactive visualizations with drill-down capabilities. It will also be able to visualize additional types of data, including historical budget data, budget-to-actual data, nonfinancial data, geospatial data and project trends for future fiscal years. In addition, this BSS will interface with our current financial system, Oracle PeopleSoft Enterprise FSCM 9.2, in terms of being able to easily and quickly upload and download budget and actual financial and payroll information.

If approved by City Council, implementation of the software will begin in November 2018. Parallel testing will take place during the 2019/20 budget process and the BSS is expected to "go live" before the 2020/21 budget process.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Admin. Svs.   *Joan Ryan*, Assistant Dir. of Finance
10/17/2018 1:46 p.m.   *10/17/2018 1:52 p.m.*

ATTACHMENTS:

1. Resolution No. 2018-156
2. Resolution No. 2018-156 – Exhibit A: Public Services Agreement with Questica Ltd.

QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made this September 18, 2019 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and **City of Corona, CA**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. **DEFINITIONS**

> **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

> **"Malicious Code"** means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

> **"Order Form"** means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

> **"Services"** means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

> **"User Guide"** means the on-line users guide for the Services, made available on-line.

> **"Users"** means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

> **"We," "Us", "Our"**, "**Questica Inc.**" or "**Questica**" means the company or entity providing the Services in the Agreement

> **"You", "Your", "Subscriber"** means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

> **"Your Data"** means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. **PROVISION OF SERVICES**

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 18 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within thirty (30) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 30 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support, as described in Appendix "E" for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 12 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any changes are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's then standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, **"Confidential Information"** means all confidential information disclosed by a party (**"Disclosing Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by State or Federal law or court order to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party withes to contest such disclosure. If the Receiving Party is compelled by State or Federal law or court order to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code, (v) for a period of one (1) year and as long as any maintenance and support agreement is in place between Us and You, that the Services will perform substantially in accordance with the SOW. If the Services do not so perform during such period, We will correct, at no cost to You, programming errors in the Services to make the Services so perform provided that (a) the Services have been properly used by You in accordance with the SOW provided in connection therewith, (b) You provide fifteen (15) day notice of the programming errors, (c) We, using reasonable efforts, are able to confirm the existence of the programming errors, and (d) You or any third party has not changed or modified the Services. Not withstanding the foregoing, We warrant that the Services do not, and will not during the term of this Agreement, infringe upon third party's intellectual property rights (including, but not limited to copyright, patent, mask rights and trademark) and will defend and indemnify the You for any claims for infringement of any United States patent, copyright or trademark by the Services. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT FOR THE EXISTENCE, FURNISHING, FUNCTIONING, OR SUBSCRIBERS'S USE OF THE SOFTWARE, DOCUMENTATION, OR TOOLS PROVIDED BY QUESTICA. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (I) CLAIMS FOR DAMAGES FOR PERSONAL INJURY OR WRONGFUL DEATH; (II) CLAIMS FOR DAMAGES FOR WHICH QUESTICA HAS INDEMNIFIED SUBSCRIBER; OR (III) CLAIMS AGAINST LICENSOR FOR THE PRESENCE OF MALICIOUS CODE.

10.   **TERM AND TERMINATION**

10.1   **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2   **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the specific Order Form and continue for a period of twelve (12) months. Except as otherwise specified in the applicable Order Form, all user subscriptions shall automatically renew for additional periods of twelve (12) months, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3   **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4   **Termination Without Cause.** You may terminate this agreement for any reason, at any time, with thirty (30) days written notice. Upon such termination, You shall have no claim for return of any license fees paid to Us, and you shall promptly pay Us for all services performed up until the effective date of the notice of termination.

10.5   **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6   **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30 day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.7   **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Representations, Warranties, and Disclaimers), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11.   **NOTICES, GOVERNING LAW AND JURISDICTION**

11.1   **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2   **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, statutory holiday in Ontario, or Federal holiday in the United States.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts

First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Manager	Finance Department Manager	10 Business Days
Third Level	Chief Revenue Officer	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a)   Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Riverside County, California before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b)   Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c)   In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3   **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4   **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.   **INSURANCE REQUIREMENTS**

12.1   <u>**Time for Compliance.**</u> Promptly following the Effective Date of this Agreement, but in no event before Questica commences any Services under this Agreement, Questica shall provide evidence satisfactory to the Subscriber that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Subscriber to terminate this Agreement for cause.

12.2   <u>**Minimum Requirements.**</u> Questica shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by Questica, its agents, representatives, employees or subconsultants. Questica shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A)   <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B)   <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

123   **Technology/Professional Liability.** Questica shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $2,000,000 minimum per claim or occurrence or $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Questica in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

124   **Cyber Liability.** Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Questica in this Software Subscription Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

125   **Insurance Endorsements.** The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A)   <u>General Liability</u>. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B)   <u>Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage</u>. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C)   <u>All Coverages</u>. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

126   <u>Other Provisions; Endorsements Preferred</u>. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A)   <u>Waiver of Subrogation – All Other Policies</u>. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

12.7 **Claims Made Policies.** The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

12.8 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

12.9 **Acceptability of Insurers.** Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

12.10 **Verification of Coverage.** Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.11 **Reporting of Claims.** Questica shall report to the City, in addition to Questica's insurer, any and all insurance claims submitted by Questica in connection with the Services under this Agreement.

12.12 **Sub-Consultants.** All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

12.13 **Special Risk or Circumstances.** The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

13. GENERAL PROVISIONS

13.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

13.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

13.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right**.**
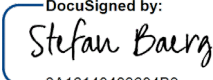
13.6   **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.7   **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

13.8   **Cumulative Remedies.** Except as specifically provided, no remedy made available to You hereunder is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided hereunder or available at law or in equity.

13.9   **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.10   **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

13.11   **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

13.12   **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF CORONA

QUESTICA LTD.

Per: _____

Per: *Stefan Baerg*
—3A16140483604B3...

Name: _____

Name: Stefan Baerg
_____

Title: _____

Title: VP Sales
_____

Date: _____

Date: 8/15/2019
_____

I have authority to bind the organization

I have authority to bind the organization

APPENDIX A – Order Form

Software-as-a-Service (SaaS) Model	
Description	Annual
Software as a Service	
Questica Budget Software Subscription (Questica provides server, database, operating system, monthly management, Questica Budget , software maintenance)	$43,540
License Count: "Questica Budget Framework Includes 1 Seat (Operating, Salaries, & Capital)"- 1 Additional Operating License Seats- 36 Additional Salaries License Seats- 6 Additional Capital License Seats- 23 Unlimited Read Only- Included	
Opt. Feature: Allocations- Included Opt. Feature: Statistical Ledger- Included Opt. Feature: Performance- Included Opt. Feature: Staff Planning- Not Included Opt. Feature: Financial Statements- Not Included	
Questica OpenBook Subscription Transparency and Visualization Tool	$10,000
Questica Budget Book, powered by Caseware 5 Users, Training provided by FH Black Incorporated	$23,225
Total YR1 SaaS Subscription (Annual Subscription Fee):	$76,765

Professional Services (Per Statement of Work)	One-Time	
Design, Analysis & Configuration	Included	
Project Management	Included	
Training	Included	
Integrations	Included	
Customizations	Not Included	
Custom Reports	Not Included	
IT Services	Included	
Total Professional Services (one-time fee):		$105,975
Grand Total Year 1		$182,740

Appendix A – Order Form Continued

- Above pricing in US dollars
- Applicable Taxes Extra
- Terms of Payment:
  - Software Subscription, including OpenBook and Questica Budget Book, Powered by CaseWare (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and in advance, every twelve (12) months, thereafter.
  - Professional Services:
    - 25% upon Contract Effective Date
    - 25% due the earlier of software installation or 90 days from Contract Effective Date
    - 25% due the earlier of historical data import or 120 days from Contract Effective Date
    - 25% due the earlier of completion of training or 180 days from Contract Effective Date
- Travel
  - Above pricing includes up to two (2), 3-day, on-site visits at the City's convenience.
- Additional Services
  - Consulting services related to Questica Budget and OpenBook (such as importing data from other sources that are non-Questica related, using the OpenBook Data Importer) can be purchased for $225/hr.

Beginning in Year 4, a 3% inflation increase will be applied to the Annual Subscription fee.

Itemization of Professional Services Hours

Professional Services (Per Statement of Work)	
Design, Analysis & Configuration	174 Hours
Project Management	46 Hours
Training	25 Hours
Integrations	198 Hours
Customizations	0 Hours
Custom Reports	0 Hours
IT Services	28 Hours
OpenBook Implementation	8 Hours
Total Professional Services:	479 Hours

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A)   **Hosting Services.** Questica shall provide technical support and the associated hardware infrastructure to maintain the various Questica databases in a hosted environment. This includes performance tuning, database backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

      I.   Testing customizations during an upgrade
      II.   Restoring a database backup required because of a Subscriber error
      III.   Migrating data or reports among instances (example: from training or testing to production)

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee, to be quoted based on services requested. Questica will provide an initial response to all inquiries made directly to Questica's professional services team properly submitted support requests within two (2) business hours of initial submission.

(B)   **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

      I.   Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
      II.   New applications
      III.   Services associated with the application or installation of Updates

If requested, Questica will provide assistance in the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C)   **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

      I.   Custom programming services;
      II.   On-site support;
      III.   Subscriber developed interfaces, API interactions, or customizations;
      IV.   Subscriber developed reports;
      V.   End-User training or re-training;
      VI.   Subscriber hardware or network issues;
      VII.   Correction of data issues derived from user error or Software misuse;
      VIII.   Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
      IX.   Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and

      X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, with reasonable notice to Subscriber, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee, to be quoted based on services being requested.

Scope of Work
Questica Budget Implementation for
City of Corona

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. Scope of Work

In the Scope of Work tables, entries in the column headed "Scope of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. Delays on the part of The Customer, including putting the project on temporary hold or switching out project team members, may result in a project Change Order to cover restart, rework, rescheduling and retraining. This fixed price implementation includes project management for the duration of the 21 week implementation contiguous from kick-off (see "Project Management" below).

Initial Data Load

"Data import", "import workbooks", "import configuration", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica will supply The Customer with blank workbooks which must be completed according to the defined format and structure.

For the purpose of this Scope of Work, the definition of Division, Department, Costing Centers, Project, Fund, GL Account, and Asset Type shall be that found in the Questica Budget Operating & Capital manuals. The mathematical relationships between these entities shall be those currently supported by Questica Budget and described in the Questica Budget Operating & Capital manuals. The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance) where each of these modules is in use. GL Accounts must be categorized as either a revenue or expenditure account.The inclusion of chart of account segments ("chart fields"), other than those mentioned above, will be accommodated where possible but is not guaranteed, and can extend the import timeframe.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

Integrations

"Integration" as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

The Customer is advised that Questica running as a SaaS/hosted system is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of data exchange will be via formatted text (.CSV) files transmitted using FTP or secure FTP. Integration via web services may be possible where the 3rd party system provides a web services interface supported by Questica. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched. Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments ("chart fields"), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments. Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.

Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9. Customizations" of this Scope of Work document. Sections prior to "2.9. Customizations" detail the delivery of standard product functionality and services.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period. These will be hosted by Questica for a period not to exceed 5 months from the signing hereof.	In scope
Production Hosting	Questica will provide the hosted operating server environment, as per the signed hosting agreement.The server will be configured with a single production instance of the Questica Budget system and a single 'sandbox' available for The Customer's development/test/QA/training needs. Questica will refresh the sandbox system by making a copy of the production database upon request and with reasonable notice given.The Customer will provide user workstation environments as follows: • A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed.	In scope
Questica Access To Production Server	Questica implementation & technical staff have full access to the production system for the purpose of system implementation. (Note: if not then Questica staff will play an advisory role in implementation).	In scope
Project Management	Questica will assign a project manager to lead this implementation on Questica's behalf. The role and responsibility of the project manager is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work. The project manager will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.	In scope
On-Site PM Visits	Provision is made for up to 2 on-site visits by the Questica project lead(s). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. The on-site visits will be spread over no more than 2 visits, each of	In scope

	which shall be a minimum of one day and no more than five consecutive business days within the same working week. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows Authentication for user logon. Note that in a SaaS environment the Customer will need to have ADFS (Active Directory Federation Service) on their domain server. Configuration of ADFS on their domain server is a Customer task.	In scope
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts; • Statistical Account Categories and Statistical Accounts; • Measure Units.	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features …	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.*	
Allocations Add-in	The Questica Budget Allocations add-in, to allocate specific budget lines to multiple costing centers. If the Capital module is active then budget lines can also be allocated to projects.	In scope
Statistical Ledger Add-in	The Questica Budget Statistical Leger add-in, to budget for non-general ledger and non-monetary values, rates and quantities within costing centers.	In scope
Staff Planning Add-in	The Questica Budget Staff Planning add-in, to create a staffing budget which accounts for non-productive time and full shift coverage, within costing Centers. This add-in requires the Salaries module as well as the Operating module.	Not in scope
Configuration …		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages.	In scope
Initial Data Load …		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts … at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating budget from data import workbooks: • Create statistical budget lines items with Statistical Accounts … at the Costing Center level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Historic Statistical Budgets	Import prior years' statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task

Import Statistical Actuals Transactions	Import statistical actuals translations from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Import Initial Staff Plan	Import current staff plan as start point for next budget year from data import workbooks. If not in scope then The Customer can add their staff plans manually. Note that staff plans are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load staff plans in bulk from Excel® workbooks.	Not in scope
Integration …		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's SunGard One (Superion) at the approved budget object/costing center level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's SunGard One (Superion), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the SunGard One (Superion) cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope

Actuals Import	Automated facility to transfer actual data from The Customer's SunGard One (Superion) to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope

2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	*Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:* • *Create positions;* • *Create salary grades;* • *Create salary grade steps;* • *Create modifiers (benefits);* • *Create employees;* • *Allocate employees to positions;* • *Allocate positions to costing centers.* *For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.* *Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.*	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually.Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope

HR Data Sync.	Automated facility to synchronize Salaries data between Questica Budget and The Customer's Workforce (ADP) HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the Workforce (ADP) system, either in CSV formatted files or by ensuring that the standard Workforce (ADP) to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes: • New, deleted and updated employees; • New, deleted and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope

2.4. Capital Module
The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:• Create Projects (including closed projects where historical budget is to be loaded);• Add Projects to Departments consistent with, and shared by, the Operating budget module;• Define Project Promotion Stages.The configuration data may optionally contain data necessary to:• Define Asset Categories & Asset Types;• Define Project Regions;• Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... at the Project level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's SunGard One (Superion) or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems. In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items	In scope

	expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the approved budget; • No custom user interface will be created for the selective export of sections of the budget; • Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's SunGard One (Superion) (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the Other target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope
Actuals Import	Automated facility to transfer actual data from The Customer's SunGard One (Superion) or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope

2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	Configuration and data import of standard Questica financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Balance Sheet Categories and Accounts; • Balance Sheet Actual Costs Types; • Cash Flow Categories; • Lines of Cash Flow Reporting. If not in scope then The Customer can add their budget data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Data ...	*Initial Financial Statements data imported into Questica Budget from Excel® files ("workbooks")*	
Import Balance Forecasts	Import 2 prior years' balance sheet forecasts from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. If not in scope then The Customer can add their balance sheet forecasts data manually or using Questica Budget's spreadsheet import feature.	Not in scope
Import Balance Actuals	Import balance sheet actuals transactions from data import workbooks. If not in scope then The Customer can add their data manually, or using Questica Budget's spreadsheet import feature.	Not in scope
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.
Note that read-only licences are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Questica will, with the help of The Customer, determine how to configure Performance Measures Categories and Units, establishing those lookup values within the system.	In scope
Import Data ...	*Initial Performance Measures imported into Questica Budget from Excel® files ("workbooks")*	

Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration ...	*If automated import of Measure Actuals is required then a custom interface can be specified in the "Customizations" section of this Scope of Work.*	

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Visualizations	The Customer is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles. As a customer task, The Customer will leverage Questica's training material to understand the administration options.	Customer task
Configuration of Questica Budget	Questica will, with the help of The Customer, configure up to 3 ad hoc views as a convenient source of source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.	In scope
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget. The Customer can leverage Questica's training material to learn how to connect Questica Budget to OpenBook.	Customer task
Import from CSV Files	Population of datasets through the import of .CSV files. The Customer can leverage Questica's training material to learn how load and configure datasets from CSV files.	Customer task

2.8. Training

Functional Area	Description	Scope of Work
Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation.Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below).Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes.The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Allocations	"Train the trainer" training in Questica Budget's Allocations feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Change Requests	"Train the trainer" training in Questica Budget's Change Requests feature is delivered via a pre-recorded training video.	Customer task
Train-the-Trainer: Statistical Ledger	"Train the trainer" training in Questica Budget's Statistical Ledger budgeting feature is part of the Operating training where this optional feature is in scope.	Not in scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. This will be delivered in one training session.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	"Train the trainer" training in the use of Questica Budget's Staff Planning feature.	Not in scope

Train-the-User: Staff Planning	"Train the user" training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	"Train the trainer" training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	"Train the user" training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module. This will be delivered in one training session.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Financial Statements	"Train the trainer" training in Questica Budget's Financial Statements feature is delivered via a pre-recorded training video.	Not in scope
Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session. will be held on this topic.	In scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance module.	Customer task
On Site ...		
On-Site Training Visits	All in-scope training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations, using their own computer or a shared system (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities.	Not in scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This Scope of Work does not include the development of custom reports or ad hoc entities.

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty
Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities
1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. The timely delivery of items identified as "In scope" within this SoW.
3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW.
5. Advising The Customer of expected completion dates for items identified as "Customer task" within this SoW.
6. Advising The Customer of the impact on the expected delivery dates of "Customer task" items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.
7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.
8. Coordinating the completion and approval of change orders.

2.10.2. The Customer Project Management Responsibilities
1. The timely delivery of items identified as "Customer task" within this SoW.
2. Advising The Customer of expected delivery dates for items identified as "Customer task" within this SoW.
3. Ensuring that change orders contain a full specification of the changes required.
4. Ensuring that customizations are fully specified and documented.
5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.10.3. Project Planning
1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
   a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
   b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
   c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
   d. Documentation of the agreed configuration and customizations.
   e. The preparation of data import templates consistent with the agreed configuration and customizations.
   f. The completion by The Customer of the data import templates.
   g. The import by Questica of the data import templates.
   h. Customer approval of the imported Questica Budget structures and data.
   i. The creation by The Customer of a technical environment in which Questica Budget can operate.

j.   The deployment of the Questica Budget application and database on The Customer servers.

k.   The creation of custom ad hoc models to support the reporting of custom fields.

l.   Training in the use of ad hoc modeling for 1

m.   Determination of custom reporting requirements that cannot be met by the standard reports and the use of Report Builder 3.0.

n.   The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.

o.   The development by Questica of any required custom reports detailed in this Scope of Work.

p.   The testing and acceptances of custom reports and report views.

q.   The deployment of custom reports and report views.

r.   The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.

s.   The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.

t.   The development by Questica of:
   i.   integration components which transform budget data prior to updating the financial system;
   ii.   integration components which transform actual result data prior to updating the Questica Budget database;
   iii.   integration components required to initiate the execution of integrations.

u.   The deployment of all integration components.

v.   The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

1.   The requirement for Customer resources is variable with:
   a.   The duration of the project.
   b.   The degree of internal Customer consultation.
   c.   The level of internal Customer agreement.
   d.   The number of customizations.
   e.   The familiarity of Customer staff with the SQL Server environment.

Scope of Work
Questica Budget Book Powered by CaseWare-Implementation for
City of Corona

Questica Budget Book, Powered by CaseWare remote implementation:

- 32 hours of initial Train-the-trainer training (CaseWare Champion) in FHB standard online training sessions.
- Implementation and configuration of CaseWare's standard Budget Book library:
    - Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures.
    - Configure standard content and identify requested modifications to:
        - Fonts, indents & margins
        - Ordering of documents
    - Initial configuration of standard content with client standards
    - Configuration & testing of Questica Integration
    - Guidance to client on their tasks (inserting schedules, pictures, embedded PDFs etc.)
    - 30 hours of Aftercare annually. Typically, clients use Aftercare to work with FHB consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks. Aftercare does not cover customization of existing content or development of new custom content that the Client may wish to add.

As part of this engagement, the Client will:

- Provide on-going guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
- Develop and submit to the FHB team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content.
- Should Questica Budget groupings be insufficient for Budget Book requirements, group all accounts by Object and by Function as recommended/advised by FHB within a CaseWare Working Papers file.
- Reconcile the financial data within the Working Papers file as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within CaseWare. If this is necessary, the client will be responsible for this work.
- Provide a mapping/group legend for each value in the statements, schedules and notes.
- Complete miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
- Review, test and sign-off on all FHB work within five (5) business days of receipt of FHB's work.
- Attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user (Champion) only.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

APPENDIX E – SERVICE LEVEL METRICS FOR CLOUD-BASED SERVICES IN A PRODUCTION ENVIRONMENT

The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	**Availability**	**Metric:** Availability ≥ 99.9% **Measurement Period:** Monthly **Measurement:** "Availability" with respect to any cloud-based Service in any month equals the following number divided by the number of minutes in the month and multiplied by 100: the difference between the number of minutes in the month and the minutes of Down Time for the month. "Down Time" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised. "Scheduled Maintenance" means any maintenance conducted by Vendor: (i) between 12:00 a.m. and 5:00 a.m. (local time in Burlington, Ontario) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total).	For failing to meet this Service Level Metric, the Vendor will provide to the Subscriber a credit equal to 10% of the value of the Subscribed Service Fees for the month in which the Service Level is not achieved. The waiving of this credit shall be based at the Subscriber's discretion in writing.
2.	**Restore Time**	**Metric:** No single period of Down Time will last longer than four (4) hours. **Measurement:** A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor. A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.	See Remedy / Remedial Action for Service Level Metric #1 (Availability)
3.	Incident Response	**Metric:** Incident Response Time Targets Met 100% **Measurement Period:** Monthly **Measurement:** Incident Response Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system. Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.	For failing to meet this Service Level Metric, and provided the Vendor fails to meet the response Time Targets on more than one incident in a given month, the Vendor will provide to the Subscriber a credit equal to a percentage of the value of the Subscribed Service Fees for the month in which the service level metric was

Service Level Metric Description	Metric	Remedy / Remedial Action
		not met based on incident priority: • Priority 1 – 10% • Priority 2 – 5% • Priority 3 – 3% • Priority 4 – 3% The waive of this credit shall be based at the Subscriber's discretion in writing.
4. Incident Resolution	**Metric:** Incident Resolution Time Targets Met ≥ 99% **Measurement Period:** Monthly **Measurement:** Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system. Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-a-round acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.
5. Disaster Recovery	**Metric:** Disaster Recovery Target Met **Measurement Period:** Any Disaster Event **Measurement:** If there is an disaster, the application will be recovered within twenty-four (24) hours. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.	For failing to meet this Service Level Metric, Vendor will provide to the Subscriber a credit equal to **20**% of the Subscribed Service Fees for the applicable month.
6. Mean Time Between Incidents	**Metric:** Mean Time Between Incidents ≥ 10 days **Measurement Period:** Quarterly **Measurement:** The average time between the reporting of a P1 or P2 incident and the reporting of the next P1 or P2 incident	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.
7. Return any Request for Support made within defined Business Hours	**Metric:** Return any Request for Support made within defined Business Hours **Measurement Period:** Quarterly **Measurement:** The average time to return any request for support is two (2) hours.	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take all reasonable corrective actions.

Under no circumstances will the credits or penalties resulting from a single event be compounded. The Subscriber will at its sole discretion, determine which Service Level Metric is to be enforced for a single event.

OTHER SERVICES

> The Vendor shall demonstrate compliance to the support the implemented Questica Budget system through:
>
> - Continued investment and development of the Questica Budget application
> - Management of quarterly updates
> - Management of ticket and resolution
> - Management of approved changes and enhancements

PERFORMANCE MONITORING

The following table sets out a number of Services Agreement -specific KPIs.

	Key Performance Indicator	Metric	Remedy / Remedial Action
1.	CPU Usage	CPU Usage will not exceed 75% on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.
2.	RAM / Memory Usage	Memory Usage will not exceed 75% on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.
3.	Page Faults	No more than 5 page faults per second on more than 5 occasions in a month	The Vendor will work with the Subscriber to determine why agreed service levels have not been met and will take corrective actions.

ADDITIONAL TERMS

Incident(s) – Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or some other type of operation failure.

The Vendor will communicate with The Subscriber throughout the resolution period for P1 and P2 incidents, ensuring that The Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make Best Efforts to resolve P1 and P2 within the respective Resolution Time Targets.

The Vendor will complete a root cause analysis and report the results to The Subscriber within one week of the resolution date for all P1 and P2 incidents.

The Vendor will provide a Preventative Action report to The Subscriber within two weeks of the resolution date for all P1 and P2 incidents, outlining the steps to be taken to prevent a similar incident from happening again.

A Permanent Fix for all P1 and P2 incidents will be delivered within three months of the date the incident is resolved.

Incident Priority Level Definitions

Priority Level	Description	Response Time	Resolution Time Target
1	The Incident has caused loss of a service to a business-critical operation or workgroup. Productivity loss of affected parties is extreme or absolute. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	1 Hour	4 Hours
2	The Incident has caused a severe reduction of a service, reduced stability and/or performance issue related to a business-critical service. Productivity and/or financial loss of affected business operations are significant and business processes or system functionality is seriously affected.	2 Hours	8 Hours
3	An incident has been reported affecting a non-critical service and business operations can continue with minimal disruption to business operations.	1 Business Day	Next Upgrade or Point Release
4	An incident has been reported affecting a non-critical IT service and business operations can continue with no disruption to business operations.	1 Business Day	A Future Upgrade or Point Release

Business Hours – Are defined as 8:00am to 8:00pm, Monday to Friday local-time to Burlington, Ontario

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT