



CITY COUNCIL STAFF REPORT

DATE: April 20, 2011 Consent Calendar

SUBJECT: Project System Software and Data Services for the Building & Safety Department and Development Services

FROM: David H. Ready, City Manager

BY: Director of Building & Safety

SUMMARY

The City's existing permitting system is outdated and does not meet the Building Department's current technological requirements. The recommended new system will allow for application permitting, processing, access to property records, issuing building permits and other related activities.

RECOMMENDATION:

1. Award a master software and services agreement for a new permitting software system, in a form acceptable to the City Attorney, to BUILDERadius Inc. of Asheville, NC in the amount of \$88,500, including 5 years of maintenance.
2. Authorize the City Manager to execute all necessary documents.

BACKGROUND:

Pursuant to section 7.04.080 (a)(2), the acquisition of high technology products may be acquired via competitive negotiations due to their complex proprietary nature, technical details and limited number of sources. The product review process started with a review team made up of staff including the Director of Building & Safety, Information Technology Manager, Building & Safety Supervisor, and Plans Examiner. Members of the review team visited (13) thirteen cities including Big Bear Lake, Riverside, San Bernardino, Palm Desert, Coachella, Redlands, Rancho Mirage, Beaumont, Indian Wells, Cathedral City, Indio, La Quinta and Corona to get an actual view and feel for the systems that other cities are currently operating.

The proprietary software systems previewed at the cities visited included: Accela/Permits Plus, HDL, Eden, Black Bear, Salesforce, Basic.Gov, Sierra/Permits Plus, CRW/Track it, Blue Prince/Builderadius, and Paladin Data Systems/SmartGov. The systems were previewed with the following criteria in mind: ability to import information from an outdated system into a new software database; implement the programming needed for permit issuance and plan check tracking; the system's

upgrade capability in the future; the time impact to staff on training and operation; and the cost of hosting servers, back-up systems, yearly maintenance and upgrades given our limited financial resources.

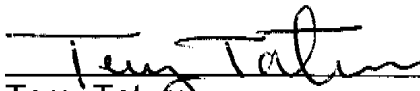
The review team narrowed the field and conducted interviews and presentations with the following 4 (four) system providers: Accela/Permits Plus, CRW/TrackIt, Blue Prince/Builderadius, and Paladin Data Systems/SmartGov. The costs submitted (including 5 years of maintenance) were as follows:


Blue Prince/Builderadius	\$ 88,500
CRW/Trackit	\$108,550
Accela/Permits Plus	\$165,000
Paladin Data Systems	\$212,900

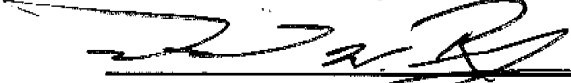
Based on the review team's due diligence, system functionality, ease of system implementation, training, staff time commitment and affordable cost, the Blue Prince software system from BUILDERadius Inc. of Ashville, NC was the unanimous choice for recommendation of award. Of the cities visited, City of Big Bear Lake also utilizes the Blue Prince software system and is extremely satisfied with the product and service.

FISCAL Impact:

The contract amount of \$88,500 which includes the (5) five-year maintenance agreement is currently budgeted in the Development Services Technology Fee fund. This fund is credited by fees collected by Developmental Services through the Building Permit issuance process according to Resolution 20849; and as such no General Fund budget money will be used to acquire this system.


Terry Tatum
Director of Building & Safety


Thomas J. Wilson
Assistant City Manager


David H. Ready, Esq. Ph.D.
City Manager

Attachment:

- (1) Master Software and Services Agreement



Memorandum

Date: 4/12/2011
To: David Ready, City Manager; Tom Wilson, Assistant City Manager
From: Terry Tatum, Director of Building & Safety
Subject: Permit System Software

NEED A SYSTEM THAT WILL:

- Process permit applications
- Access property records
- Issue building permits (calculate valuation and fees)
- Import information/data
- Plan check and permit tracking (accessible on line)
- Automatically number permits in predetermined format
- Generate notification letters
- Create all required reports (annual and monthly)
- Automatically update parcel data information
- Holds and Notices feature

SYSTEM CAN DO THE FOLLOWING:

- All of the above mentioned items plus additional
 - Online permits – ability to pay invoices through accredited processor
 - Online results for inspections
 - Online interface for developers and contractors
 - Land management system, includes zoning permits and business license
 - Code Enforcement module – track, manage, create code and zoning complaints
 - Customize all documents to fit user needs
 - Ability to make fee or valuation changes – add any new categories
 - Licensed Contractor database
 - Building inspection module – request, assign and track inspections

BluePrince® Monarch

**Master Software and Services Agreement
for City of Palm Springs, CA**

April 1, 2011



BluePrince®

Software and Services for Community Development

Table of Contents

Master Software and Services Agreement Signature Page.....	3
Master Software and Services Agreement.....	4
EXHIBIT A: Software and Services Pricing and Payment.....	9
EXHIBIT B: Description of Modules and Services	11
1. Program Products (Modules)	11
2. Professional Services.....	12
3. Support and Maintenance Services	12
EXHIBIT C: Professional Services Statement of Work.....	13
1. Technical Environment for Solution	13
2. Scope of BluePrince Monarch Solution Implementation	13
3. Scope of Data Import	14
4. Scope of Custom Training	15
5. Implementation Consulting	15
6. On-Site Consulting.....	15
EXHIBIT D: Support and Maintenance Services.....	16
1. Software Support Overview.....	16
2. Software Maintenance Overview	17
3. Software Support Restrictions	18
4. Software Maintenance Restrictions	18
EXHIBIT E: Customer Obligations	19
EXHIBIT F: Project Methodology.....	21
1. Implementation Timeline.....	21
2. Implementation Phases	22
3. Project Meetings.....	23
CROSS-PHASE MEETINGS:.....	23
PHASE 1 MEETINGS:.....	23
PHASE 2 MEETINGS:.....	24
PHASE 3 MEETINGS:.....	24
PHASE 4 MEETINGS:.....	25
PHASE 5 MEETINGS:.....	25
PHASE 6 MEETINGS:.....	25

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Software and Services for Community Development

Master Software and Services Agreement Signature Page

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
BUILDERADIUS, INC. 16 Biltmore Avenue, Suite 300 Asheville, NC 28801 ("BUILDERadius") Attention: _____ Telephone No.: _____ Fax No.: _____ E-mail Address: _____	City of Palm Springs, CA 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262 ("Customer") Attention: David H. Ready Telephone No.: 760-322-8362 Fax No.: 760-323-8207 E-mail Address: CityManager@palmspringsca.gov

This Master Software and Services Agreement sets forth the terms and conditions under which BUILDERadius shall provide Software and Implementation Services described in this document, as well as all exhibits attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

BUILDERADIUS, INC. By: _____ (Signature) Its: _____ (Type or Print Position) Date: _____ Witnessed: _____	City of Palm Springs, CA By: _____ (Signature) Its: _____ (Type or Print Position) Date: _____ Witnessed: _____
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Master Software and Services Agreement

THIS MASTER SOFTWARE AND SERVICES AGREEMENT (the "Agreement") is made and entered into as of April 1, 2011 by and between **BUILDERADIUS, INC.**, a North Carolina corporation having its principal place of business located at 16 Biltmore Avenue, Suite 300, Asheville, NC 28801 ("BUILDERadius"), and **CITY OF PALM SPRINGS, CA** a city having its principal place of business located at 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262 (the "Customer"). This agreement supercedes any prior Agreement between these parties.

BUILDERadius is in the business of licensing the Program Products (as defined in Exhibit B) for commercial use and providing associated professional services. The Customer desires to license from BUILDERadius and BUILDERadius desires to license to the Customer, the Program Products, all upon the terms and conditions of this Agreement. Now therefore, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Agreement Use.** This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, BUILDERadius grants to Customer a non-exclusive and non-transferable license to use the object code to the computer software program(s) identified and described within the Program Products section of Exhibit B attached hereto (the "Description of Modules and Services").

3. **Limitation on the Use of the Program Products.** The Customer shall not: (a) sell, transfer, publish, disclose, display, sub-license, assign or otherwise make available the Program Products or any copies thereof to any third party; (b) reverse assemble, reverse compile, reverse engineer or otherwise translate the Program Products; (c) use the Program Products in any way for creating or designing any derivative works, including, without limitation, any competitive software package; (d) modify the Program Products beyond the configuration and personalization allowed; (e) make any copies of the Program Products or any part thereof or any documentation related thereto; (f) remove any copyright, legal, restrictive or other proprietary rights notice contained on or included in the Program Products or any part thereof; (g) use the Program Products for any purpose other than the Customer's own internal business purposes; (h) sabotage the use of or purposefully alter the configuration of the program; or (i) install or use the Program Products at any site other than the primary Customer site. Customer agrees to secure and protect the Program Products and each part thereof in a manner consistent with the maintenance of BUILDERadius' rights hereunder, and to take all necessary action to ensure that its employees, officers, directors, agents, and consultants comply with the terms of this Agreement.

4. **Services.**

a) **Professional Services.** BUILDERadius will provide Customer with the professional services set forth in the Professional Services Statement of Work ("SOW") attached hereto as Exhibit C. The terms and conditions of the SOW are hereby incorporated by reference into and made a part of this Agreement.

b) **Support and Maintenance Services.** BUILDERadius will provide Customer with the support and maintenance services described in Exhibit D (Support and Maintenance Services) attached hereto,

as long as the Customer maintains continuous coverage for the Program Products via a Support and Maintenance Agreement with BUILDERadius. Customer may be required to pay additional costs for Professional Services beyond the delinquent Support and Maintenance payments to renew a Support and Maintenance Agreement with BUILDERadius after a lapse in continuous coverage for the Program Products. The terms and conditions of support and maintenance are hereby incorporated by reference into and made a part of this Agreement.

5. **Updates and New Releases.** During the term of this Agreement, BUILDERadius will provide Customer with all updates to the Program Products listed in Exhibit A ("Software and Services Pricing and Payment"), provided these Program Products are under Warranty or Support and Maintenance Agreement with BUILDERadius as defined in Exhibit D ("Support and Maintenance Services"). BUILDERadius will not be obligated to provide Customer with any New Program Products or modules, defined as those separately marketed and priced by BUILDERadius, unless Customer purchases these New Program Products at additional cost.

6. **Pricing and Payment.** Pricing and payment for this agreement are laid out in Exhibit A ("Software and Services Pricing and Payment") and attached hereto.

7. **Term.** The term of this Agreement shall commence on the effective date hereof and continue for sixty months thereafter (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive 12-month terms unless either party delivers written notice of non-renewal to the other party no less than 30 days prior to the end of the then-current term.

8. **Termination.**

- a) **Right to Terminate.** Each party shall have the right to immediately terminate this Agreement if: (i) the other party materially breaches this Agreement and does not cure the breach within 10 days of receiving written notice thereof; (ii) the business of the other party is terminated or suspended; (iii) a petition in bankruptcy is filed by or against the other party; (iv) a receiver is appointed on account of the insolvency of the other party; (v) if any assignment is made of the other party's business for the benefit of its creditors; or (vi) Customer provides a 30-day written notice of termination to BUILDERadius. A material breach of this Agreement shall include, but not be limited to, Customer's failure to pay BUILDERadius any amounts due hereunder.
- b) **Effect of Termination.** Upon termination of this Agreement for the reasons set forth in Section 8(a) above, the license granted in this Agreement shall terminate and the Customer shall immediately cease using the Program Products and return to BUILDERadius the Program Products, any copies thereof, and all diskettes, CD-ROMs, DVDs, object codes, operating instructions, operating manuals and documentation related to the Program Products. In addition to any other rights or remedies BUILDERadius may have, upon termination of this Agreement, the Customer acknowledges and agrees that BUILDERadius may terminate Customer's access and use of the Program Products via electronic means. The termination of the Agreement shall be in addition to and not in limitation of any other rights or remedies to which either party is or may be entitled. Termination of this Agreement, for any reason other than termination for BUILDERadius' material breach of this Agreement, shall not relieve Customer of liability for payment of sums due or to become due to BUILDERadius hereunder. The provisions and covenants contained in Sections 9, 10, 13, 15, and 16 shall survive and shall not be affected by the termination for any reason of this Agreement.

9. **Ownership of Intellectual Property.** The Program Products, all applicable rights to patents, copyrights, trademarks, and trade secrets in the Program Products, any enhancements or modifications to the Program Products, and all copies of any of the foregoing are and shall remain the sole and exclusive property of BUILDERadius, and all title thereto shall remain with BUILDERadius. In addition, BUILDERadius shall be the sole and exclusive owner of all copyrights, patents, trade secrets, trademarks, and other proprietary rights, as well as all rights in all reports, analyses, letters, memoranda, documentation, know-how, techniques, lists, information, and materials developed by BUILDERadius in the course of performing the services under the SOW (the "Work Product"). BUILDERadius shall retain all rights in all preexisting copyrights, patents, trade secrets, trademarks, and other proprietary rights, and all preexisting rights in all reports, analyses, letters, memoranda, documentation, know-how, techniques, lists, information, and materials, which have been previously developed or acquired by BUILDERadius and that are used in connection with the performance of the services under the SOW (the "Preexisting Work"). Should any rule of law or court of competent jurisdiction provide or declare that any Work Product or Preexisting Work should not be owned by BUILDERadius, the Customer hereby expressly assigns all rights in any such Work Product and Preexisting Work to BUILDERadius. Upon receipt in full of all payments required under this Agreement, BUILDERadius hereby grants the Customer, for the Customer's own benefit, a non-exclusive license to use during the term of this Agreement all Work Product delivered to the Customer by BUILDERadius.

10. **Data Management.** The Customer agrees that (a) BUILDERadius hosts a separate and complete copy of the data contained in the BluePrince Monarch database; (b) BUILDERadius may use the data for commercial purposes; and (c) that BUILDERadius shall have all rights to all of the fees it collects pursuant to the services described above.

11. **Certain Responsibilities of Customer.** The Customer shall be exclusively responsible for the supervision, management, and control of its use of the Program Products, including, but not limited to: (a) ensuring proper machine configuration, program installation, audit controls, password protection, and operating methods; (b) establishing adequate backup plans, based on alternate procedures, in the event of a licensed program malfunction; (c) implementing sufficient procedures and checkpoints to satisfy its requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction; (d) maintain a dedicated Internet connection; and (e) provide BUILDERadius full access to the BluePrince Monarch database for the purposes of software support and backup. It is understood that it will be the Customer's responsibility to enter into the Customer's system the data necessary for the operation of Program Products and to ensure the accuracy of said data and to update and monitor the accuracy of the Program Products. The Customer's failure to provide sufficient oversight to the use of the Program Products, which results in BluePrince staff intervention, will be subject to Professional Support Charges as noted in Exhibit A.

12. **Indemnification.**

- a) **Indemnification for Negligence and Willful Misconduct.** BUILDERadius shall indemnify and hold harmless Customer and its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, damages, and expenses of every kind, including attorney fees, which arise pursuant to the Agreement and are brought or made against Customer or its officers, agents or employees on account of bodily injury, including death, or property damage caused by the negligence or willful misconduct of BUILDERadius. Customer shall indemnify and hold harmless BUILDERadius and its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, damages, and expenses of every kind, including attorney

fees, which arise pursuant to the Agreement and are brought or made against BUILDERadius or its officers, agents or employees on account of bodily injury, including death, or property damage caused by the negligence or willful misconduct of Customer.

- b) **Indemnification for Intellectual Property Infringement.** BUILDERadius agrees to defend, indemnify, and hold harmless Customer and its officers, agents, and employees from and against any claim, suit, demand, or action and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) alleging that the Program Products or any component thereof infringe a United States patent, copyright, trademark, or trade secret. In addition, if a temporary or a final injunction is obtained against Customer's use of the Program Products or any component thereof by reason of infringement of a United States patent, copyright, trademark, or trade secret, BUILDERadius will, at its option and expense, either: (i) procure for Customer the right to continue to use the Program Products or such component or (ii) replace or modify for Customer the Program Products or such component so that it no longer infringes such rights, so long as the utility or performance of the Program Products is not materially impaired and the Program Products continue to conform to their applicable specifications and / or documentation in all substantial respects. If BUILDERadius is unable to provide either of the remedies described in clause (i) or (ii), then Customer shall have the option to terminate this Agreement. Notwithstanding the foregoing, BUILDERadius shall have no liability to Customer for any infringement action that is based upon or arises out of (A) Customer's negligence or misuse of the Program Products, (B) Customer's modification or other change of the Program Products, other than changes made or authorized by BUILDERadius, (C) the combination of the Program Products with any other system, equipment, hardware, or software, (D) failure or breakdowns of any third-party hardware or software, or (E) failure of Customer to install any update to the Program Products provided by BUILDERadius. This Section constitutes the entire liability of BUILDERadius, and Customer's sole and exclusive remedy with respect to, any third-party claims of infringement of such intellectual property rights.
- c) **Indemnification Procedures.** With respect to indemnification claims made under this Agreement, (i) the party making an indemnification claim (the "Indemnified Party") shall give the other party (the "Indemnifying Party") prompt written notice of such action and all prior claims relating thereto, (ii) the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense and settlement of such action, and (iii) the Indemnifying Party shall have sole control of the defense of such action and all negotiations for its settlement or compromise.

13. **Limited Warranty.** BUILDERadius warrants that for a period of one year after the Program Products have passed the first Go Live milestone for the Customer, the Program Products shall operate in all material respects with BUILDERadius' then current specifications for the Program Products. If BUILDERadius breaches the foregoing warranty and Customer promptly notifies BUILDERadius in writing of the nature of the breach, BUILDERadius shall make commercially reasonable efforts to promptly repair or replace the non-conforming Program Products without charge. If, after a reasonable opportunity to cure, BUILDERadius does not repair or replace the non-conforming Program Products, Customer shall have the right to terminate this Agreement. BUILDERadius shall have no liability under this Agreement for the failure of the Program Products to conform with the warranty in this Section if such failure is the result of (a) Customer's negligence or misuse of the Program Products, (b) Customer's modification or other change of the Program Products, other than changes made or authorized by BUILDERadius, (c) the failure of data supplied by Customer to conform to the applicable formats of BUILDERadius, (d) failure or breakdowns of any third-party hardware or software, or (e) the combination of the Program Products with any other system, equipment, hardware, or software. This is Customer's sole and exclusive remedy for

breach of the warranty in this Section. **THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. Limitation on Liability and Damages. BUILDERADIUS SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, OR LOSS PROFITS, EVEN IF BUILDERADIUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT BUILDERADIUS' TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO BUILDERADIUS UNDER THIS AGREEMENT.

15. Miscellaneous.

- a) **Relationship of the Parties.** BUILDERadius and Customer are independent entities engaged in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.
- b) **Entire Agreement.** This Agreement and Exhibits A thru F, attached hereto (which Exhibits are incorporated herein and made a part of this Agreement) include all agreements and understandings with respect to the subject matter hereof and supersede all previous or contemporaneous agreements and understandings relating to the subject matter hereof, whether oral or in writing. This Agreement constitutes the final and entire agreement of the parties hereto. This Agreement cannot be amended or modified except by a subsequent written agreement (designated as such) manually executed by duly authorized representatives of both parties.
- c) **Severability.** If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.
- d) **No Waiver; Remedies Cumulative.** No failure or delay on the part of any party in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach of any provision of this Agreement, nor will any single or partial exercise of any such right preclude other or further exercise of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

EXHIBIT A: Software and Services Pricing and Payment

The prices below will remain valid through **April 30th, 2011** with Project Kickoff as soon as possible after June 1, 2011. Implementation Schedule is expected to require between 12 and 18 months, depending upon the scope of the workflows and features requested by the customer.

BluePrince Monarch Pricing Proposal

Palm Springs, CA

1. Software Licenses Fees			
BluePrince Monarch Land Management Suite:	20 users	\$	85,000
• Project Management			
• Land Use Management			
• Permit Management			
• Licensing Management			
• Code Enforcement			
• Inspections			
Site Hosting License ¹ (Cloud Deployment - see footnote):		n/a	
Licensing Subtotal:			\$85,000
Licensing Subtotal:			
2. Implementation Services			
A. Software Implementation			
Project Reviews & Audits		\$	12,000
Workflow and Configuration		\$	50,000
• Building Permitting - BluePrince Monarch (Early Adopter Pricing)			
• Code Enforcement - BluePrince Monarch (Early Adopter Pricing)			
• Planning/Zoning - BluePrince Monarch (Early Adopter Pricing)			
System Installation ² (Cloud Deployment - see footnote):		waived	
<i>Subtotal:</i>			<i>\$62,000</i>
B. Data Conversion and Import Services			
Legacy Property Data (sample received)		\$	5,000
Legacy Permit Data (sample received)		\$	5,000
<i>Subtotal:</i>			<i>\$10,000</i>
C. Training Services			
User Training (On-Site)	8 days	\$	5,000
<i>Subtotal:</i>			<i>\$5,000</i>
D. Travel Expenses			
<i>Subtotal:</i>			<i>\$38,000</i>
E. Customizations and System Integrations			
<i>Subtotal:</i>		n/a	<i>\$0</i>
Implementation Subtotal:			\$115,000
BluePrince Monarch Initial Term Total (Early Adopter):			\$200,000
3. Annual Support and Maintenance³			
Per Year Amount: Years 1-2 (per agreement)	20 users	\$	4,800
Incremental Per Year Amount: Years 3-5	20 users	\$	13,300
Support for Integrations	n/a	\$	-

Initial Term Total based on 2.8 Offer \$63,000
Incremental Cost of Monarch Support Years 3-5 \$25,500

***Adjusted Initial Term Years 1-5 Total Per Agreement* \$88,500**

¹ A \$10,000 license charge applies if deployment is at the customer site rather than in the cloud

² A \$2,000 installation charge applies if deployment is at the customer site rather than in the cloud

³ Annual rate adjusted based on previous negotiation of pre-payment of Support & Maintenance at BluePrince 2.8 rate

1. **Payment Terms.** The Customer agrees that all invoices are due within 30 days of the date of the invoice. The Customer has two payment options for the cost of licenses and services for the initial term of this contract and for subsequent 12-month Support and Maintenance Terms. Fifty percent of the above "Adjusted Initial Term Total Per Agreement" will be invoiced upon the signing and execution of this Agreement. The remaining 50 percent will be invoiced 12 months from the signing and execution of this Agreement or at the Project Closeout date, whichever occurs first. An invoice for the Annual Support and Maintenance will be generated at least 30 days prior to the end of the initial term and a full payment for the annual cost will be expected.
2. **Support and Maintenance Term.** The Support and Maintenance payments for the first two years have been pre-paid. Subsequent Support and Maintenance periods are for one full year and renew annually. As previously noted, the rates quoted for Support and Maintenance Services only apply for continuous coverage from BUILDERadius.
3. **Payment for Annual Recurring Costs after Initial Term.** In order to avoid a lapse in services or coverage, the payment for Annual Recurring Costs will be invoiced annually prior to expiration of services. Annual Recurring Costs are recalculated on a yearly basis and only apply for continuous coverage from BUILDERadius.
4. **Change Orders.** This is a fixed price based on the scope outlined in this document and will only be adjusted through a written change order agreed to and signed by both parties.
5. **Late Fees.** BUILDERadius will invoice Customer for all amounts due under this Agreement. All invoices are due within 30 days of the invoice date. With respect to any invoice not paid in full within 10 days of the due date set forth in the invoice, Customer shall pay BUILDERadius a late fee calculated as 5% of all past due amounts. If the invoice remains unpaid in full for over 30 days, the Customer shall pay BUILDERadius an increased late fee of 10% of all past due amounts. In addition, if Customer fails to pay any amount that is past due for over 90 days after notice from BUILDERadius, then Customer acknowledges and agrees that BUILDERadius may terminate Customer's access and use of the Program Products via electronic means.

EXHIBIT B: Description of Modules and Services

1. Program Products (Modules)

BUILDERadius will provide the following modules. A prototype screen is provided as an illustration:



- a) **BluePrince Monarch Land Management Suite Core Features:** The BluePrince Monarch Land Management Suite enables users to manage projects across departments, facilitating the flow of required approvals and tasks. Users across municipal departments may perform various daily tasks (e.g., approvals, assess fees, send letters). The core features of the Land Management Suite include Workflow Management, Automated Alerting, Accounting and Fees, User Access Security, Real Time Maintenance, Information Access, and Reporting.
- b) **BluePrince Monarch Project Management Module:** Within Project management, each project step may be automatically initiated once all the completion criteria of the previous step are complete. Alternatively, control may be provided to a user responsible for reviewing the results of the analysis prior to signaling completion. Auditing rules may be created such that a sampling of projects requires review, either selected randomly or via project criteria. Review notes at each step in the work flow may be carried forward and stored with the final work product. If a project is completed with exceptions or approval conditions, automated monitoring and review processes can be initiated and traced so that follow-up is enforced. The relationship between projects may be hierarchical, with multiple subprojects being associated with the primary project. Likewise, data and business rules from the primary project may either apply to or be copied into subprojects.

Feedback, comments, and approval notes may all be gathered and retained with the application data.

- c) **BluePrince Monarch Land Use Management Module:** Users can issue zoning permits, handle zoning relief reviews, log variances, handle an infinite number of checklists, and adapt to departmentally-customized work flows for each of an unlimited number of project types impacted by land use. Multiple layers of Zoning and Planning Districts may be defined within the community, with business rules addressing those that apply for each particular work flow.
- d) **BluePrince Monarch Permit Management Module:** BluePrince Monarch Permitting allows a jurisdiction to create very simple permits as well as to manage levels of master and sub-permits on a large-scale commercial multi-property project. The requirements of the customer determine the work flow. Community planners will be able to define and customize as many different permit types and related fees as they desire. BluePrince Monarch allows users to improve the speed and accuracy of issuing permits by identifying relevant fields for each permit type, as well as providing customized options from which to select. The clerk can have complete control over the permit, including the ability to make whatever changes are necessary at any point in the process. The jurisdiction can set security levels for users so that only authorized users have the ability to override initial selections. Users can also reinstate expired permits and enforce fees required for reinstatement.
- e) **BluePrince Monarch Code Enforcement Module:** BluePrince Monarch Code Enforcement allows jurisdictions to create, manage, and track code enforcement cases and zoning complaints. Users can manage code enforcement cases according to statute by ensuring required actions are completed in their proper order, based on a customized action sequence. BluePrince Monarch calculates and tracks code enforcement fees and generates and assigns tasks, automatically notifying the responsible parties that their input is needed.

2. Professional Services

BUILDERadius will provide the following professional services:

- a) **BluePrince Monarch Solution Implementation:** The BUILDERadius staff will provide installation, configuration, training, and User Acceptance Testing, as described in Exhibit C.
- b) **BluePrince Monarch Legacy Data Export, Conversion and Import Services:** The BUILDERadius staff will take existing data from the source(s) listed in Exhibit C, convert the data and import it for use in BluePrince Monarch.
- c) **BluePrince Monarch Custom Training:** The BUILDERadius staff will provide training for all modules and services through advanced online training techniques, telephone calls, and on-site implementation and / or training support as described in Exhibit C.

3. Support and Maintenance Services

Customers under Warranty or who have Service and Maintenance Agreements have access to the Support and Maintenance Services defined in Exhibit D. These customers also have the opportunity to purchase additional Software and Professional Services unavailable to other customers.

EXHIBIT C: Professional Services Statement of Work

This section describes the scope of the project. As the project progresses, any additional items that are not included in this section will require a change order for additional software modules or professional services and associated fees.

1. Technical Environment for Solution

The technical environment provided for the solution can be critical to the success of the Implementation. As such, agreements have been documented in this section on how the solution will be hosted and the technical capabilities that will be provided to it.

a) **Hosting Environment:** Cloud-based, supplied and maintained by BUILDERadius

b) **Client Recommendations:**

The customer agrees to provide each client with this set of capabilities or greater.

- Browser: Internet Explorer 8, Firefox 3.6
- .NET 4.0 architecture for desktop tools
- Dedicated Internet access

2. Scope of BluePrince Monarch Solution Implementation

This section identifies the organizational impacts of the BluePrince Monarch Implementation, in terms of customer departments, workflows, and user group needs. The information will be used to identify and estimate the installation, configuration, training, and User Acceptance testing required during Implementation. It will characterize the workflows and configurations required to be delivered and tested by BUILDERadius and the configuration requirements of end users that are required to be delivered by BUILDERadius and tested during User Acceptance Testing. User Groups that are impacted by workflows, system interfaces, and data integration will be identified and characterized. The anticipated size of each impacted user group will be defined so that training resources can be estimated.

Existing documentation of organizational workflows and other configuration material can be provided and incorporated as baselined documents for the Project to contribute to the estimation process. The scope of anticipated changes to existing workflow documents is also required to aid in estimating.

a) **Organizational Impacts:** Table 1 lists all Customer Departments that may be impacted by this project. The scope of Implementation Services provided to the departments will become part of the Statement of Work. Any customer department not explicitly listed in this table is outside the scope of the Implementation.

Each customer department listed in Table 1 will have Subject Matter Experts (SMEs) identified who will participate in the BluePrince Monarch Implementation during business analysis, workflow review and documentation, change control, and/or testing. Each department's business process scope and project scope will become part of the Statement of Work.

b) **Customer Responsibilities:** The customer is responsible for providing a SME for each customer department planning to utilize the system. The SME must support the definition, review, and change control on any workflows or configuration needs identified and must actively participate in the definition and execution of User Acceptance Testing. All users must be available for training. Any new

departments or modifications beyond identified in the Statement of Work will require a Change Order. Please note the required activities and deliverables documented in the Implementation Schedule.

Table 1: Workflow Definition

Department Name	Module(s) Required					SME	# of Users
	Project	Approval	Land Use	Permit	Code Enf		
Building & Safety						TBD	TBD
Finance & Treasury						TBD	TBD
Information Technology						TBD	TBD
Planning Services						TBD	TBD
Public Works & Engineering						TBD	TBD
	V=view only M=Maintenance						

3. Scope of Data Import

This section identifies the legacy data required to be exported, converted, and imported into BluePrince Monarch as part of the Implementation Project. Note that a sample of each source of legacy data must be provided to BUILDERadius prior to execution of this agreement and any changes to the number or format of legacy data files after the agreement will result in additional costs.

1. **Property Data.** Legacy property data will be imported from *Source System to be identified*.
 - a) **Data Description:** *to be defined*
 - b) **Timing and Mechanism(s) of Import:** One-time, pre-Go-Live import using BluePrince Property Importer tool and periodic, post-Go-Live updates using the BluePrince Property Importer tool.
 - c) **Data Objects to be Imported from this Source:** *To be determined during analysis of sample data – may include: Properties, Owners, Structures, Variances*
 - d) **Exceptions/Special Conditions of Import:** *To be determined during analysis of sample data – may include: identify/eliminate duplicates, Properties use unique PINs*

- a) **Sample of Data Source has been provided to BUILDERadius:** *Yes, on March 8, 2011. Data mapping will be a joint responsibility.*

2. **Permit and Inspection Data.** Legacy permit and inspection data will be imported from *Source System to be identified*
 - b) **Data Description:** *to be defined*
 - c) **Timing and Mechanism(s) of Import:** One-time, pre-Go-Live import using custom scripts. Scripts and results of import will be tested and reviewed by customer prior to Go Live.
 - d) **Data Objects to be Imported from this Source:** *To be determined during analysis of sample data – may include: Building Permits, Zoning Permits, Code Enforcement Cases, Inspections, Contractors, Properties, and Owners*

- e) **Exceptions/Special Conditions of Import:** *To be determined during analysis of sample data – may include: identify/eliminate duplicates, Properties use unique PINs*
 - f) **Sample of Data Source has been provided to BUILDERadius:** *Yes, on March 8, 2011. Data mapping will be a joint responsibility.*
3. **Customer Responsibilities:** The customer is responsible for providing a Subject Matter Expert (SME) for the customer organization(s) planning to utilize the data imported into BluePrince. The customer is also responsible for maintaining the legacy system and data schema from the first time the data export is analyzed until the import is complete. Any modifications to the data schema not included in the Statement of Work will require a Change Order to the Statement of Work. Please note the required activities and deliverables documented in the Implementation Schedule for system and data integration. In particular, these are steps we have found critical to successful export, conversion, and import and unless removed from this Statement of Work will be expected from the customer:
- a) Customer's IT contact must upload a sample of all legacy data sources to the BUILDERadius FTP site and allow preliminary analysis and review of the data prior to the execution of this contract.
 - b) Customer's IT contact must upload complete backups of all requested legacy data sources to the BUILDERadius FTP site during critical checkpoints during the Data Import Test Plan and during the Data Import prior to Go Live.
 - c) Data must be provided in at minimum a tab or comma delimited ASCII format, if a full database structure is not available.
 - d) Data must have descriptive file headings or be accompanied by an additional file giving a description of each field.
 - e) Data for the final import into BluePrince Monarch must be provided in the exact format and schema as the data from all previous samples and backups. If the data provided for the final import is in a different format than the data originally provided, a minimum charge of \$1,500 will be applied for each modified file format, a Change Order will be generated for the Project, and any expenses to BUILDERadius due to the delay of going live will be invoiced to the customer, including any non-refundable travel expenses and additional work to accommodate the modified file format and extend the Project.

4. Scope of Custom Training

The BUILDERadius staff will provide training for all modules and services through advanced online training techniques, telephone calls, and on-site implementation and / or training support as described in Exhibit C. A detailed training plan will be defined during Implementation.

5. Implementation Consulting

Total Consulting Hours: BUILDERadius, Inc. has estimated its project costs based on the data in this Statement of Work. Changes to the scope of work may increase the project costs and require a change order.

On-Site Days: The number of on-site training days included in this project is specified in Exhibit A. Additional on-site training may be purchased by the customer.

6. On-Site Consulting

BUILDERadius Engineers will schedule site visits to the Customer during BluePrince Monarch Implementation as necessary. Any milestones for which on-site visits are required by either BUILDERadius or the Customer will be identified in the Statement of Work.

EXHIBIT D: Support and Maintenance Services

BUILDERadius will provide both Support and Maintenance for the life of this Agreement for the BluePrince Monarch software products integrated by the BUILDERadius Team and the accompanying online services. The descriptions of Support and Maintenance are listed in the sections below.

1. Software Support Overview

As part of this Support, the Customer is entitled to the following services:

1. Support Specifics

- a) E-mail support via trouble ticketing system and unlimited telephone answering service with a guaranteed response time of two business hours (Mon - Fri, 8am - 8pm Eastern Time).
- b) Full shared screen support using GoToMeeting, enabling support engineers to remotely see the Customer's computer screen and execute commands when needed.
- c) The opportunity to purchase:
 - i) Customized training programs
 - ii) BluePrince Monarch optimization consultations
 - iii) Custom programming (System/Database interface, Data Export, Reporting)

2. System Defect Classifications

- a) Blocker – System failure that halts business operations. This failure is due to a BluePrince Monarch software failure and is not related to hardware, network, or other infrastructure difficulties. No workaround exists.
- b) Critical – Component failure. One or more pieces of the BluePrince Monarch software suite does not work as intended and no workaround exists. In this case, core functionality remains, but the system is not fully operable. Web services might not function, for example.
- c) Major – Failure or defect that may impede but does not prevent business operations and for which a workaround exists.
- d) Minor – Defect such as a misspelling or an incorrect link is encountered. Full or usable functionality remains.
- e) Enhancement – Request for development that will improve functionality or usability.

3. Response Goals and Documentation

- a) Response goals for all support issues will be within two hours of initial reporting and within two hours of each subsequent customer correspondence (during BUILDERadius customer support hours). BUILDERadius will provide e-mail and / or telephone support as needed and may use screen sharing using GoToMeeting to resolve the problem.
- b) All tickets and calls will be logged into the system, identified according to severity and immediately dispatched to the appropriate support work groups. If performance is not satisfactory, please direct complaints to the BUILDERadius Account Manager.
- c) The Customer will be notified through the automated trouble ticketing system as soon as an issue is logged, and the BluePrince Support Team will personally document a response within two hours via e-mail. There may be more information requested if this initial response cannot resolve the issue. BUILDERadius will communicate with the Customer to gather all information to correctly resolve or identify and escalate the system issue¹. All e-mail correspondence should include appropriate trouble ticketing information to correctly route communication according to the appropriate issue and support work group.

¹ In order to properly prioritize each issue, BluePrince will assign a defect classification after consulting with the Customer.

4. Service Escalation

- a) In cases where a solution cannot be provided to restore major functionality after identification of Blocker and Critical defects, BUILDERadius support will escalate the issue to the BluePrince Development Team to resolve the difficulty as quickly as possible. Major functionality will be restored as soon as possible via an emergency patch release. The Customer will provide technical support to assist system engineers and product development staff to diagnose and resolve the problem.
- b) Major defects will be resolved as rapidly as practical and will be distributed through planned releases. Fixes will be delivered according to when they were received and prioritized based upon importance. Premium Support customers take preference over Standard Support customers in these issues. BUILDERadius may contact the Customer through phone or e-mail to gather additional information to help resolve these issues and to provide consultation on available workarounds.
- c) Minor and Enhancement defects will be reviewed and resolutions will be distributed through planned releases. Feature requests and enhancements should be made in writing to the BUILDERadius Support Team through the BluePrince trouble ticketing system. Feature requests will be prioritized according to feasibility and anticipated value to the entire BluePrince Monarch user base.

5. Contacting BluePrince Monarch Support

All reports of system problems should be submitted through one of the following means:

- a) **BluePrince Monarch:** Create a trouble ticket directly through BluePrince Monarch.
- b) **E-mail:** Create a trouble ticket by sending an e-mail to Support@blueprince.com
- c) **Phone:** Call 888-592-5336/828-350-9950, and follow the prompts for "Technical Support" to speak to a technical support engineer (if available) or to create a trouble ticket via our 24 hour answering service.
- d) **BluePrince Community:** Register for access to our BluePrince Community Forum, and submit a trouble ticket directly from the website.

2. Software Maintenance Overview

As part of this Maintenance, the Customer is entitled to the following services:

- a) **Preferred Notification.** Preferred notification priority and upgrade support for all planned updates to the Program Products purchased.
- b) **Forum News.** All news regarding updates will be documented on the BluePrince Community Forum. The Customer may receive automatic notifications by subscribing to the BluePrince Community News Forum.
- c) **Release Access.** Access to all maintenance / bug fix updates to the Program Products purchased. A maintenance release is a planned release that addresses non-critical system defects. An emergency bug fix is an unplanned type of maintenance release used to fix Blocker and Critical system defects.
- d) **Beta Site Option.** Option to apply for beta site status prior to official release of major upgrade. A major upgrade adds and / or changes significant modules or functionality to the BluePrince Monarch software suite and entails a change in system architecture that requires a full implementation cycle.

3. Software Support Restrictions

BUILDERadius will provide support and maintenance for BluePrince Monarch and all associated software developed and released by BUILDERadius.

- a) **Third Party Programs.** The BluePrince Support Team does not support or maintain any programs or interfaces built by the Customer or third party providers. While any provided BluePrince Monarch API is supported, applications, integrations, or interfaces built using the API are not supported by the BluePrince Support Team.
- b) **Support Limitations.** If, however, the Customer chooses to develop such an interface, the following limits on this support agreement will be in effect:
 - i. BUILDERadius will not provide support or maintenance for such an interface.
 - ii. BUILDERadius will not provide BluePrince technical support for problems caused by such customer developed integration.
 - iii. Beyond providing access to historical database backups (up to two months of weekly backups archived on the BluePrince Monarch servers), BUILDERadius will not provide assistance in data recovery, restoration, or repair that may be necessary to resolve an issue caused by such an interface.

4. Software Maintenance Restrictions

BUILDERadius will provide support and maintenance for BluePrince Monarch and all associated software developed and released by BUILDERadius. With the following restrictions:

- a) **Updates.** BUILDERadius will provide the described maintenance as a part of this service in order to provide the most stable software available in a proactive manner. If the Customer chooses not to install specific minor or maintenance releases, BUILDERadius will not be responsible for any system defects that arise as a failure to move to the latest version.
- b) **Update Limits.** BUILDERadius will attempt to keep all customers on the latest stable version of BluePrince Monarch and will not be responsible for system defects that arise as failure to upgrade because of the Customers' inability to receive updates for reasons outside of BUILDERadius' control, including but not limited to, loss of Internet connection or outdated contact information.
- c) **Product Sunset.** BUILDERadius may choose to discontinue maintenance releases to older versions of BluePrince Monarch. At that time, the Customer will be offered the opportunity to upgrade to a newer version of BluePrince Monarch, for a fee, or continue to run their existing version. The Customer must understand that technical issues that exist or arise in a non-maintained version will not be fixed by BUILDERadius. Enhancements and new features will also not be developed for non-maintained versions of BluePrince Monarch. All customers will be given at least 180 days' notice of any decision to discontinue maintenance on a product. Note that should BUILDERadius choose to stop selling Support contracts on an older version, when any Support contract expires, BluePrince Monarch will no longer operate as a software solution.

EXHIBIT E: Customer Obligations

Based upon BUILDERadius' experience, in order to successfully implement the BluePrince Monarch software solution for the Customer by the Go-Live date, the Customer must meet the following obligations. Please communicate these obligations to the appropriate party within your organization.

1. **Project Manager.** Customer will assign a Project Manager as the single point of contact and escalation for all project related issues. This Project Manager will be the primary interface for the BluePrince Monarch Implementation Project Manager and will be responsible for facilitating the efforts and escalations with the jurisdiction's employees and departmental stakeholders to ensure that the project milestones and deadlines are met. Additionally, this Project Manager will ensure participation by departmental stakeholders in regularly scheduled status review meetings hosted by the BluePrince Monarch Implementation Project Manager.
2. **Cooperation.** In order for BUILDERadius to properly implement BluePrince Monarch software, every department that interacts with BluePrince Monarch software shall actively assist BUILDERadius in defining the workflow, data, system interface, testing and training requirements of the customer, participating in training and User Acceptance Testing, and in implementing the complete BluePrince Monarch installation.
3. **Documentation.** The Customer will actively participate in defining the detailed the workflow, data, system interface, testing and training needs critical to success of the Implementation and will review and participate in change control of baselined documentation on which the implementation is based. This should include all user perspectives and activities expected to be supported by BluePrince Monarch.
4. **Legacy Data for Import.** The Customer acknowledges that the list of data sources specified in Exhibit C is a complete list of legacy data to be imported to BluePrince Monarch. The customer will provide a sample or complete set of the relevant data in the source data format specified to BUILDERadius at each Milestone defined in the Implementation Schedule and in the Data Integration Test Plan. BUILDERadius will make its best efforts to import as much of the legacy data provided by the Customer and to do so as cleanly as possible. However, 100% data conversion cannot be guaranteed, and BUILDERadius is not required to resolve data integrity / cleanliness issues that are native to the legacy system. BUILDERadius and the Customer will work cooperatively to test, review, and analyze imported data so that conversion issues are identified and resolved as quickly as possible.
5. **Mobile Hardware.** Unless specifically stated, no customized support for mobile wireless hardware will be provided. If required, specific Mobile Hardware must be identified as a system interface and included in all system interface testing plans.
6. **Process Optimization.** The Customer will actively direct and take ownership for any business process optimization enabled by BluePrince Monarch.
7. **Training.** The Customer will dedicate uninterrupted time of appropriate personnel for training. Customers who choose to reduce BluePrince Monarch training requirements by participating in "Train the Trainer" sessions agree to take ownership of the associated training hours. The Customer will make its best effort to maximize attendance in the training sessions and cooperate with the BluePrince Team so that training is as effective as possible.
8. **Enable Online Collaboration Tools.** The Customer will make its best effort to enable GoToMeeting for the purposes of shared desktop functionality needed for training and configuration tasks.

9. **Enable Communication.** The Customer will allow for e-mail communications to and from builderadius.com and its domain aliases. The Customer will allow outbound Internet access to the BUILDERadius website and its aliases from each client and the server.
10. **Deadlines.** The Customer will commit all appropriate resources to meeting the deadlines.
11. **Changes and Enhancements.** The Customer understands that while BluePrince Monarch is a highly configurable software package, it is not custom software. Any and all changes to the Project or BluePrince Monarch enhancement requests will need to be considered by BUILDERadius for incorporation. Change/Enhancement requests will be submitted to the BluePrince Monarch Project Manager during the Implementation Project utilizing the change order request, or to the Support Team during Support and Maintenance utilizing the trouble ticket process. Depending upon the urgency, complexity and anticipated cost of the requested enhancement, a Project Impact Statement, with a quote, may be generated and provided to the customer.
12. **Third Party Software.** The Customer is responsible for obtaining, prior to the Project Kick-Off date, all third party software necessary for this BluePrince Monarch installation, as listed in the table below and consistent with the Technical Environment noted in Exhibit C.

Relevant Third Party Software
Operating System Licenses (for each workstation)

EXHIBIT F: Project Methodology

This section describes the methodology and timeline the BluePrince Monarch Implementation Team will utilize in the implementation of the BluePrince Monarch software solution for the Customer. Evaluation, planning, and training are based on industry best practices that have been identified and fine-tuned by BUILDERadius based on our cumulative understanding of customer needs and operational procedures. The times and durations of tasks listed below (in hours or days) are provided as indicators of approximate level of effort and are only rough estimates.

1. Implementation Timeline

Both parties recognize the importance of meeting the targeted Go-Live date. Achieving the Go-Live date is dependent upon thorough contract negotiation, a successful project kick-off and both parties meeting the responsibilities outlined in this Agreement. Six phases of Implementation are defined, each with a set of deliverables. Deliverables are baselined work products that are mutually signed and placed under change control for the remainder of the Implementation. It is critical to the success of an implementation that thoughtful planning and alignment takes place at each step in the process. At each phase, alignment on any outstanding issues or tasks is defined. The resolution of issues or outstanding work items that could impact subsequent phases must be aligned before proceeding to the next phase of implementation.

The phases are:

- Phase 1: Business Process Analysis
- Phase 2: Integration Analysis
- Phase 3: Integration Testing and User Needs Analysis
- Phase 4: Training, Customization, and User Acceptance Test Planning
- Phase 5: User Acceptance Testing
- Phase 6: Go Live, Support and Maintenance

Standard Timeline: The BluePrince Monarch Implementation Team has defined a standard implementation timeline that involves several months of detailed analysis, planning, and execution. This implementation timeline will be adjusted according to the detail and scope of the contract and the best interests of the Customer.

Timeline Changes prior to Baselined Implementation Schedule: This contract defines several critical milestones for this project. The list of milestones will be translated into a detailed implementation schedule that will be aligned and baselined as a result of the analysis in Phase 1 of Implementation. The goal of the schedule will be to identify detailed dependencies and deliverables that enable the project to achieve the critical milestones and target Go Live date of the contract. If the detailed schedule requires a modification of any critical milestone or a change in the target Go Live date, an amendment of the contract will be made to align these documents. If the detailed schedule achieves all critical milestones and the target Go Live date, no amendment will be necessary. Any subsequent changes in the details of the schedule that do not impact the milestones in the contract will not warrant amendments to the contract. Until the schedule has been baselined, any adjustment of the critical milestones or target Go Live date that are mutually agreed to in writing by both parties will have no penalties associated with them.

Penalties for Missed Deadlines: Once the Implementation Schedule has been baselined and agreed to by both parties, if any critical milestone is missed as a result of delays on the part of the Customer, then BUILDERadius reserves the right to propose a modification of the Implementation Schedule, amendment to the contract, and postpone the implementation to a later date. The contract amendment may also result in an additional cost to the Customer.

Change Control Process: The BluePrince Monarch Implementation includes the definition of deliverables that are signed off by both the Customer and BluePrince and placed under formal change control. The first instance of each deliverable is termed a Baseline, and changes to each deliverable after it is baselined will be reviewed and agreed to by both the Customer and BluePrince prior to becoming effective. Documents that have been Baselined may be re-issued as needed to incorporate the changes reflected by change decisions. An efficient and effective change control process will enable the project to proceed smoothly without conflicts in assumptions, and is not intended to be an onerous process.

2. Implementation Phases

	PHASE	ALIGNED DELIVERABLES	INTERVAL
1	Business Process Analysis	<ul style="list-style-type: none"> • Baselined Workflow Definition • Baselined Implementation Schedule • Phase 1 Issue Resolution Alignment 	8-12 Weeks
2	Integration Analysis	<ul style="list-style-type: none"> • Baselined Data Integration Mapping • Baselined Data Integration Test Plan • System Integration Test Plan (optional) • Phase 2 Issue Resolution Alignment 	8-12 Weeks ²
3	Integration Testing, User Needs Analysis	<ul style="list-style-type: none"> • Data Integration Testing Results • System Integration Testing Results (optional) • Baselined User Training Plan • Baselined Customization Plan • Phase 3 Issue Resolution Alignment 	8-12 Weeks
4	Training, Customization, User Acceptance Test Planning	<ul style="list-style-type: none"> • Training Completion Results • Customization Completion Results • Baselined User Acceptance Test Plan • Phase 4 Issue Resolution Alignment 	8-12 Weeks
5	User Acceptance Test	<ul style="list-style-type: none"> • Pre-Live Audit Results • Phase 5 Issue Resolution Alignment 	8-12 Weeks
6	Go Live, Support and Maintenance	<ul style="list-style-type: none"> • Live Audit Results • Project Closeout Documentation • Phase 6 Issue Resolution Alignment 	8-12 Weeks

² Inclusion of system integration may extend this interval, depending on complexity.

3. Project Meetings

CROSS-PHASE MEETINGS:

Phase Kick-Off Meetings – each phase has a defined set of deliverables and milestones. The kickoff meeting for each phase will review these deliverables and milestones and any processes to be used to report progress or issues to the Project Managers. Throughout each phase, any changes to the scope, milestones, responsibilities, deliverables, and processes in the Statement of Work will be handled according to the BUILDERadius change control methodology.

Project Management Meetings – There will be regularly scheduled meetings between the Customer and BUILDERadius Project Managers to checkpoint on progress and identify any roadblocks or issues. This meeting will focus on reviewing critical deadlines and dependencies and raising issues that need to be worked, rather than a lengthy status review or review of any detailed documentation. Any additional meetings required to discuss and resolve issues, plus the key stakeholders required to be in attendance, will be identified and prioritized during these meetings. It is critical that Project Managers effectively identify stakeholders required for the resolution of open issues.

Working Meeting(s): Issue Resolution – these meetings will be identified and defined as necessary to discuss and resolve any issues that impact the Project. All stakeholders identified by Project Management are required to be in attendance and to align on the resolution of the issue.

Phase Closeout Meetings – these meeting will be held to formalize alignment that the next project phase may begin with the set of Project deliverables baselined to date and with the current set of issues. Issues that have critical impact to the work in the next phase should have alignment on documented resolutions prior to this meeting.

PHASE 1 MEETINGS:

Project Statement of Work Meeting – Once the contract is signed, the Statement of Work meeting is the first official meeting for the project. It is used to review the details of the Statement of Work from the contract. The Statement of Work defines the scope, milestones, responsibilities, deliverables, and processes to be used during Implementation. The BluePrince Monarch Project Manager will lead this meeting and will use the Statement of Work as a baseline to affirm the above for this project. Key stakeholders from the Customer organization will be identified and any issues related to project schedules that should be noted from the offset (e.g., vacation/holiday schedules, accounting constraints) are identified. Any changes to the scope, milestones, responsibilities, deliverables, and processes defined in the Statement of Work will be handled according to the BUILDERadius change control methodology.

Project Kick-Off Meeting – The Kick-Off meeting is the first official meeting for all stakeholders of the project. It is used to review the scope, milestones, responsibilities, deliverables, and processes to be used during Implementation. The BluePrince Monarch Project Manager will lead this meeting and will use a Project-specific checklist generated from the Statement of Work as a baseline. The milestones and deliverables created and discussed during the Kick-Off meeting may be more detailed than the milestones and deliverables in the Statement of Work. Any changes to the scope, milestones,

responsibilities, deliverables, and processes impacting the Statement of Work will be handled according to the BUILDERadius change control methodology.

Working Meeting(s): Project Plan Review - During this meeting the first detailed Project Plan will be also be reviewed and the process for baselining it will be discussed; it will be baselined as part of the first phase of the Project.

Working Meeting(s): Business Process Analysis Review - depending on the complexity of the Project, the Project Meeting may also include a review of the plans for baselining the Business Process Workflows. If no initial documentation exists, BluePrince staff will work closely with Customer staff to customize and detail the workflow. The work flow will also identify data and system interface dependencies, define any required 3rd party components/services, and define data to be imported from legacy systems prior to providing live service.

PHASE 2 MEETINGS:

Working Meeting(s): System and Database Integration - During this meeting the baselined workflows, configuration requirements identified and in particular their assumptions and dependencies on system and database integration, will be reviewed. The process for moving forward to document and plan system integration will be discussed; integration documents for all systems and databases will be baselined as part of Phase 2, including database source data schema, Database Integration Mapping, System Interface Specifications, System Interface Test Plans, Database Integration Test Plans, Configuration Requirements to support System and Database Integration testing and User Acceptance Test Cases related to Database and System Integration.

Working Meeting: Legacy Data Export, Conversion, Mapping, and Import - During this meeting the baselined workflows, configuration requirements identified and in particular their assumptions and dependencies on legacy data export, conversion and import, will be reviewed. The process for moving forward to document and execute this work will be discussed; several documents related to legacy data export will be baselined as part of Phase 2, including legacy database schema, Data Mapping, Data Import Test Plans, Configuration Requirements to support Data Import testing and User Acceptance Test Cases related to Data Import.

PHASE 3 MEETINGS:

Working Meeting(s): Technical Testing Sessions - During these sessions the stakeholders for each set of test scenarios will coordinate in executing tests and reviewing the results to identify any issues. Issues identified during testing will be documented, prioritized, the impact on additional test progress assessed, and will be forwarded to the Project Managers. The cumulative results of testing and issues noted during testing will be baselined as part of Phase 3.

Working Meeting(s): Training and Configuration Planning - During these meetings, the baselined workflows, configuration requirements, System, Database, and Data Import Test Plans are reviewed to prepare the Training Plan and the Configuration Plan. Configuration of BluePrince Monarch for the customer workflows must be completed prior to training on the workflows, so these efforts are worked closely in parallel. Attention must be paid to any changes in the baselined documents arising from the

technical testing in progress. The process for moving forward to document, plan, and execute these Plans will be discussed; and they will be baselined as part of Phase 3.

PHASE 4 MEETINGS:

Working Meeting(s): Training Sessions - During these sessions, the Training Plan is executed. Issues identified during training are documented, prioritized, the impact on additional training progress assessed, and forwarded to the Project Managers. The intermediate results of training and issues noted during training will be baselined as part of Phase 4. Note that training will likely continue into Phase 5.

Working Meeting(s): User Acceptance Test Planning - During this meeting existing baselined documents are reviewed to prepare the User Acceptance Test Plan. Attention must be paid to any changes in the baselined documents arising during this planning. The process for moving forward to document, plan, and execute this Plans will be discussed; and it will be baselined as part of Phase 4.

PHASE 5 MEETINGS:

Working Meeting(s): Training Sessions - During these sessions, the Training Plan is executed. Issues identified during training are documented, prioritized, the impact on additional training progress assessed, and forwarded to the Project Managers. The intermediate results of training and issues noted during training will be baselined as part of Phase 5. Note that training may continue into Phase 6.

Working Meeting(s): User Acceptance Testing - During these sessions, progress on the User Acceptance Testing is compared to expected progress. Issues are identified, documented, prioritized, the impact on additional testing progress or Go Live assessed, and forwarded to the Project Managers. Note that part of the User Acceptance Testing may continue into Phase 6, after "Go Live"; in this case these tests are also referred to as "Audit Tests".

PHASE 6 MEETINGS:

Working Meeting(s): Preparation for Go Live - During this meeting, the list of open issues is reviewed to create the "punch list" for Go Live. Milestones leading to Go Live are also reviewed, as are any post-Go Live Audit plans.

Working Meeting(s): Post Go Live Audit Sessions - During these sessions, progress on completing the Post- Go Live User Acceptance Testing is compared to expected progress and any issues are identified, documented, prioritized, the impact on live service or additional testing progress assessed, and forwarded to the Project Managers.

Project Closeout Meeting - the primary goal of this meeting is to introduce the Customer to our BluePrince Support Team and the Support and Maintenance processes they will use after the Implementation Project is complete. While there may be a few action items remaining that the Implementation team will finish, any problems related to live service at this point should begin using the Support Team processes.