

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Administrative Services - Finance
Division/Program: (i.e. Dept. Division and Program)	Administrative Services/AS-Finance(5030)
Contract or Grant Administrator:	Randy Rydel
Contractor's / Agency Name:	Euna Solutions, Inc.

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____

Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?

Yes No If yes, grantor agency contract number(s): _____ ALN: _____

Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.

Is this contract grant funded?

Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process?

Yes No If yes, RFP and Bid number(s): _____ Contract _____ Cost Center: 55003000

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input checked="" type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 441,159.37

This Amendment Amount:

\$ _____

Total Amended Amount:

\$ _____

Summary of Scope:

Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Request authorization for the County Executive to enter into an agreement between Whatcom County and Euna Solutions, Inc. to purchase budget and reporting software for the financial system in the amount of \$441,159.37, including sales tax.

Term of Contract: Ongoing, but initially 3 years, starting November 2025	Expiration Date:
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Contract Routing:	1. Prepared by: R. Rydel	Date: 10/28/25
	2. Attorney signoff: Brandon Waldron /Email JN/BW	Date: 10/28/25
	3. AS Finance reviewed: R. Rydel <i>JK</i>	Date: 11/03/25
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



This Agreement is made and entered into as of November 6, 2025 (the "Effective Date") by and between Whatcom County ("Subscriber") and Euna Solutions, Inc. ("Vendor").

WHEREAS, the Subscriber has specified requirements for the provision of a commercial off the shelf budgeting solution and related services (the "Services").

WHEREAS, Pierce County entered into an agreement ("Piggyback Contract") with Questica (now Euna Solutions, Inc.) for provision of similar services, attached hereto as Attachment A, having selected Vendor after a competitive solicitation process.

WHEREAS, Subscriber now wishes to enter in an Agreement with Vendor that invokes the terms of the Piggyback Contract, except as otherwise indicated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the terms of the Piggyback Contract as follows:

1. The cost for Services and related payment terms shall be as indicated in the Order Form, included herein as Attachment B
2. The Services to be delivered shall be as indicated in the Statement of Work, included herein as Attachment C.

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

Whatcom County

Euna Solutions, Inc.

Per: _____

Per: _____

Name: Satpal Singh Sidu

Name: _____

Title: Whatcom County Executive

Title:

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

WHATCOM COUNTY:

Recommended for Approval:

Finance Director Date

IT Director _____ Date _____

Approved as to form:

Prosecuting Attorney _____ Date _____

Attachment A
Piggyback Contract



PERSONAL SERVICES AGREEMENT

CONTRACT NO. SC-110627

Questica, LTD, hereinafter called **Contractor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

General Conditions	pages 2 to 8
Exhibit A (Scope of Work)	pages 9 to 29
Exhibit B (Compensation)	pages 30 to 31
Exhibit C (any Special Provisions)	pages 32 to 36

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.

Term of Agreement: December 1, 2023 through December 31, 2028, unless terminated or renewed elsewhere in the Agreement.

Maximum consideration for the initial term of this Agreement or for any renewal term shall not exceed \$1,487,736.65.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 15, 20, and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

CONTRACTOR:

Nicholas Thermenos

Name DocuSigned by:

Nick Thermenos

BBB74093B1454C7...

Signature

CRO

Title of Signatory Authorized by Firm Bylaws

363 W. Erie St. Floor 7

Mailing Address

Chicago, IL 60654

City, State, Zip

PIERCE COUNTY:

Approved DocuSigned by: as to legal form only:

Josh Drye

9E8685416CBE4FA...

12/14/2023

Deputy Prosecuting Attorney

Date

Approved DocuSigned by::

Gary Robinson

88F99CA97BBD418...

12/14/2023

Finance DocuSigned by:

Peter Barlow

A0F08E5EA0F74B8...

12/14/2023

Department Director DocuSigned by:

Bruce Dammeier

1BD2210628D6495...

12/14/2023

Pierce County Executive (\$250,000 or more)

Date

CONTACT INFORMATION

Contractor

Pierce County Billing Contact

Pierce County Purchasing Agent

Name	Nick Thermenos	Teresa Breckenridge	Bert Kalalau
Title	Chief Revenue Officer	Fiscal Services Manager	Purchasing Agent
Phone	877-707-7755	(253) 798-6788	253-798-7456
Cell			
Fax			253-798-6699
Email	Nick.Thermenos@eunasolutions.com	pcitfiscalstaff@piercecountywa.gov	Bert.kalalau@piercecountywa.gov
Address	363 W. Erie St., Floor 7 Chicago, IL 60654	1501 Market St. Tacoma, WA 98402	950 Fawcett Ave, Suite 100 Tacoma, WA 98402

GENERAL CONDITIONS**1. Scope of Contractor's Services:**

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate this Agreement without cause by giving sixty (60) days advance written notice to Contractor of its election to terminate this Agreement pursuant to this provision. In the event of such termination, the County agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment as set forth above, but not for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement: Intentionally Omitted.

14. Insurance Requirements

The insurance coverages specified in this paragraph (14) are required.

The Contractor shall, at the Contractor's own expense, procure and maintain for the duration of this contract, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, the minimum coverages as outlined below:

1. Commercial General Liability (CGL): CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of Washington.
4. 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 Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Pierce County in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of Pierce County may be endorsed onto the Contractor's Cyber Liability Policy as covered property.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Pierce County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Pierce County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects Pierce County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Pierce County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by Pierce County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Notice of Cancellation

In the event of nonrenewal, or cancellation of, or material change in the coverage required, thirty (30) days written notice will be furnished to Pierce County prior to the date of, change or nonrenewal, such notice shall be sent to the Pierce County Risk Manager, 950 Fawcett Avenue, Suite 200, Tacoma, WA 98402.

Waiver of Subrogation

Contractor hereby grants to Pierce County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Pierce County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Pierce County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Pierce County. Pierce County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Pierce County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by Pierce County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Pierce County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Pierce County reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Washington with a current A.M. Best's rating of no less than A:VII.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Pierce County Risk Management with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Pierce County Risk Management before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Pierce County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Pierce County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Pierce County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any modification to these requirements shall be made in writing, by a mutually agreed amendment signed by both parties.

Pierce County shall have no obligation to report occurrences unless a claim has been properly filed pursuant to relevant provisions in the Revised Code of Washington (RCW).

Pierce County shall have no obligation to pay premiums.

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the

Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation set forth in Exhibit A under this Agreement within the times set forth in Exhibit B, and such obligation is not tied to a responsibility or deliverable shared by the County, the County shall notify Contractor within fifteen (15) business days of the determination. The notification shall include all findings, reasons for its determination, including identifying any nonconformance with Exhibit A. Contractor will promptly correct the deficiencies. The County shall have an addition fifteen (15) days to review and approve Contractor's performance. If the County does not provide a response, Contractor's performance shall be deemed to be accepted. If County does not approve Contractor's performance, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Contractor represents and warrants that (i) Contractor has validly entered into this Agreement and has 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) Contractor will not transmit Malicious Code to the County.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY 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.

20. Patent/Copyright Infringement:

Contractor shall defend the County against any claim, demand, suit, or proceeding made or brought against the County 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 the County"), and shall indemnify the County for any damages, legal fees and costs finally awarded against the County as a result of, and for amounts paid by the County under a court-approved settlement of, a Claim Against the County; provided that the County (a) promptly gives Contractor written notice of the Claim Against the County; (b) Gives Contractor sole control of the defense and settlement of the Claim Against the County (provided that Contractor may not settle any Claim Against the County unless the settlement unconditionally releases the County of all liability); and (c) provides to Contractor all reasonable assistance. In the event of a Claim against the County, or if Contractor reasonably believe the Services may infringe or misappropriate, Contractor may in its discretion and at no cost to the County (i) modify the Services so that they no longer infringe or misappropriate, (ii) obtain a license for the County's continued use of the Services in accordance with this Agreement, or (iii) terminate the subscriptions for such services upon 30 days' written notice and refund to the County any prepaid fees covering the remainder of the term of such subscriptions after the effective date of termination.

Indemnification by the County. the County shall defend Contractor against any claim, demand, suit or proceeding made or brought against Contractor by a third party alleging that the County's Data, or the County's 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 Contractor"), and shall indemnify Contractor for any damages, legal fees and costs

finally awarded against us as a result of, or for any amounts paid by Contractor under a court-approved settlement of, a Claim Against Contractor; provided that Contractor (a) promptly gives the County written notice of the Claim Against Contractor; (b) gives the County sole control of the defense and settlement of the Claim Against Contractor (provided that the County not settle any Claim Against Contractor unless the settlement unconditionally releases Contractor of all liability); and (c) provides to the County all reasonable assistance.

21. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. **LIMITATION OF LIABILITY**

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 AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, 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.

Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials specifically prepared by the Contractor and/or its consultants or subcontractors at the request and direction of the County and in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 950 Fawcett, Tacoma WA 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

26. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.**30. Cooperative Purchasing.** The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.**31. Personal Services Agreement Controls.** The terms and conditions of this Agreement control over the terms of any other agreement, purchase order, or terms by which Contractor or any affiliated entity or organization provides services of any kind, including, but without limitation, the following: "QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT". Except with respect to the software license and product use restrictions, if any, any conflict between this Agreement and any other terms by which Contractor provides any services or goods, or any ambiguity created by the same, shall be resolved in favor of the terms and intent of this Agreement.

EXHIBIT "A"
(SCOPE OF WORK)

Questica Budget Implementation for Pierce County

1. General

1.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and 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.

1.2. General Clarification

Initial Data Load

“Data import”, “import workbooks”, 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’s Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer’s terminology and to incorporate all elements of The Customer’s chart of accounts, other data entities, and columns within those data entities. Such data provided must be “clean”, consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software’s user interface or Questica’s Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica’s work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system’s user interface, this data model may be enhanced to mirror The Customer’s data structures, notably the chart of accounts that is unique to The Customer’s institution. While all of the standard tables (‘entities’) must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer’s terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- 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, Personnel, Capital, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts;
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.
 - Entities such as Costing Center can identify different Department and Division rollups from one fiscal year to the next. For entities such as GL Account/Account Category, Fund Category/Fund, and Division/Department any structural changes will apply to all fiscal years

- Chart of Account entities such as GL Account/Account category, Division/Department, Fund Category/Fund and Asset Category/Asset Type can be extended to map to a parallel data structure for reporting purposes

Integrations

“Integration” as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a “cloud” environment, Questica 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 integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. 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.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica can accommodate any chart of account segments (“chart fields”), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- 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 Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

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 “2.11. Customizations” of this Scope of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Scope of Work

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

In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
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. There may be additional information qualifying this.
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.

2.1. Questica Budget Configuration & Shared Components

Production System	<p>Hosting of the single production instance of the Questica Budget system.</p> <p>Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 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); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder". 	In scope As per hosting agreement.
Sandbox System(s)	<p>Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database.</p> <p>Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes.</p> <p>Questica reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.</p>	In scope: A single sandbox.

Private Data Access	<p>“Private Data Access” is an optional service giving The Customer’s technical read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC.</p>	Not in scope
Project Management & Analysis	<p>Questica will assign a Project Manager/Analyst (“PM”) to lead this implementation on Questica’s behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section “3.0.1. Questica Project Management Responsibilities” of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica’s PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the “Scope of Work” column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica’s standard services rate. 	<p>In scope with:</p> <ul style="list-style-type: none"> - One weekly status meeting; - 40 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.

<p>Consulting Services - BPI</p>	<p>Questica will facilitate a review of:</p> <ul style="list-style-type: none"> - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. <p>This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>Budget Process End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:</p> <ul style="list-style-type: none"> - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. <p>Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.</p> <p>Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.</p> <p>Reporting Requirements Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.</p> <p>The customer will assume responsibility for maintaining all process documents after hand-off.</p>	<p>In scope with:</p> <ul style="list-style-type: none"> - Workshops, to a maximum of 4 half day sessions or equivalent; - Gap document describing Questica's understanding of gaps, options for filling the gaps, selected option (where one has been identified).
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Consulting Services - Change Management	<p>Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offer the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.</p>	<p>In scope with:</p> <ul style="list-style-type: none"> - Workshops, to a maximum of 4 half day workshop(s) or equivalent; - Change management plan;
On-Site PM Visits	<p>Each on-site visit by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending).</p> <p>Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract.</p> <p>All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.</p>	Not in scope
Application-Level Security	<p>Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.</p>	<p>Customer task:</p> <p>Questica will assist with this task until administrators have received training in security configuration.</p>
Single Sign-On	<p>Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.</p>	<p>In scope:</p> <p>Configure production instance to use The Customer's SAML (AD FS) Authentication for</p>

		user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
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: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance 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.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Optional Features ...	<i>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.</i>
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Configuration ...		
Import Costing Centers	<p>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:</p> <ul style="list-style-type: none"> • 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	<p>Import the current/future Operating budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level ... by Costing Center. 	<p>In scope:</p> <p>Questica will import the most recent budget with 2 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	Import prior years' Operating budgets. 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.	<p>In scope:</p> <p>Questica will import 4 prior years' budgets.</p>
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	<p>Customer task:</p> <p>The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future Operating statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Costing categorized. 	<p>Customer task:</p> <p>The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical 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.	<p>Customer task:</p> <p>The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>

Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's Workday general ledger at the approved budget object/costing center level when invoked by a user.</p> <p>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.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the approved operating budget.</p>
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's Workday general ledger, or the other direction as required.</p> <p>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 general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the operating budget amendments.</p>
Actuals Import	<p>Automated facility to transfer actual data from The Customer's Workday general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>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.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the operating actual costs.</p>
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope

Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>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 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	<p>Automated facility to transfer actual data from a single source system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p>	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Initial Data Load ...	<p>Configuration and data import of standard Questica Personnel 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:</p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>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.</p>	<p>Customer task:</p> <p>Questica will assist with this task until administrators have received training in modifier configuration.</p>
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 HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.	Not in scope
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Questica Budget and The Customer's HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>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.</p> <p>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.</p>	<p>In scope:</p> <p>Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.</p>

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Configuration ...		
Import Projects	<p>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:</p> <ul style="list-style-type: none"> • 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. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope

Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... by Project. 	<p>In scope:</p> <p>Questica will import the most recent budget with 6 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. 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.</p>	<p>In scope:</p> <p>Questica will import 4 prior years' budgets.</p>
Import Actuals Transactions	<p>Import capital actuals transactions from data import workbooks.</p>	<p>Customer task:</p> <p>The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future capital statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	<p>Customer task:</p> <p>The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>
Import Historic Statistical Budgets	<p>Import prior years' capital statistical budgets. All prior years must have a statistical 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.</p>	<p>Customer task:</p> <p>The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>
Import Statistical Actuals Transactions	<p>Import capital statistical actuals transactions from data import workbooks.</p>	<p>Customer task:</p> <p>The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.</p>

Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's Workday general ledger or project system at the approved budget object/costing center level when invoked by a user.</p> <p>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.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the approved capital budget.</p>
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's Workday general ledger or project system, or the other direction as required.</p> <p>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 general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the capital project budget amendments.</p>
Actuals Import	<p>Automated facility to transfer actual data from The Customer's Workday general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>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.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the capital project actuals.</p>
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>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 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export"</p>	Not in scope

	item above.	
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

This section of the SoW relates only to the configuration of the system. Unless explicitly included as a consulting activity (above), it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s).

The 'Unlimited Read Only' license does not pertain to this module, as it is provisioned with unlimited read+write licenses.

Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	<p>In scope:</p> <p>Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.</p>
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	<p>In scope:</p> <p>Questica will import the initial set of performance measures, to a limit of 4 hours of consulting.</p>

Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of 4 hours of consulting.
Integration ...		
Measure Actuals Import	<p>Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand.</p> <p>This integration requires the 3rd party system(s) to provide the following three pieces of information:</p> <ol style="list-style-type: none"> 1. A unique identifier for the measure, matching that used in Questica; 2. A date; 3. A value. <p>Users can add measure actuals data not available through an automated interface through the user interface or using Excel export/import.</p>	<p>In scope:</p> <p>Questica will create no more than 1 point of integration for the approved budget.</p>

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is included in this implementation.

Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users.	<p>Customer task:</p> <p>As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to understand the administration options.</p>
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.	<p>In scope:</p> <p>A Questica consultant will assist in configuring OpenBook "Visualizations", to a limit of 10 hours of consulting time (* additional services can be purchased at Questica's standard hourly rate).</p>

Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of source of OpenBook data.	In scope: Questica will, with the help of The Customer, configure up to 3 ad hoc views as a source of OpenBook data. The Customer is able to configure as many additional ad hoc views as required.
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.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	Customer task: As a customer task, The Customer will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.

2.8. Training

Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.
Training Approach	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 (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.
Training Schedule	Questica's PM 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).

Training Location	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below.</p> <p>On-Site Training: Is not included.</p> <p>Remote Training: All 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 in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.</p>	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
<p><i>The following sections detail the proposed training. The Customer's PM will work with Questica's PM or training specialist to 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 this proposed plan.</i></p>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.
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.	In scope: Up to 2 training sessions will be held on this topic.
Train-the-Trainer: Operating	“Train the trainer” training in the use of Questica Budget's Operating module.	In scope: Up to 3 training sessions will be held on this topic.
Train-the-User: Operating	“Train the user” training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Personnel	“Train the trainer” training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	“Train the user” training in the use of Questica Budget's Personnel Planning & Budgeting module.	Customer task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task

Train-the-Trainer: Performance Measures	Standard “Train the trainer” training in the use of Questica Budget’s Performance module is via pre-recorded training video, with a follow-up discussion with Questica’s project manager.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget’s Performance module.	Customer task

2.9. Reserved

2.10. Budget Book

Questica’s Digital Budget Book is included in this system.

Questica’s implementation services shall be delivered remote over a period not exceeding 8 weeks and a total of 40 hours.

Services include:

- Training, including an optional introduction for newcomers to Openbook.
- Review source budget data: account groups, funds, and departments.
- Configuration of Digital Budget Book to support these structures. Questica’s Digital Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in *Questica Budget*.
- Creation of “views” in *Questica Budget*.*
- Configuration & testing of data integration from *Questica Budget*.*
- Configure standard content and assist with requested changes to standard format.
- Guidance to client on completing tasks, including:
 - manual input of values deemed non-automatable;
 - insertion of unstructured data from files such as images, maps, award certificates, and charts;
 - sharing experience of layout and content options.
- Miscellaneous configuration and content authoring assistance.

* *Where the source system is not Questica Budget, the customer is responsible for providing clean well organized data in CSV files for upload.*

2.11. Customizations

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

The following customizations are included within this Scope of Work:

- Update Workday position information

** Notes: Update position costing allocation, organization assignment and FTE values.

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.

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

This Scope of Work includes 230 hours to develop custom reports, custom ad hoc entities, custom dashboards, as defined by the County. These hours can also be used for a Chart of Accounts integration between Workday and Questica Budget. Total hours not to exceed 230 hours.

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.

2.11.3. 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.

2.11.4. 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.

2.11.5. 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.

3.0. Project Management

3.0.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application 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, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. 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 of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.
 - j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
 - k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
 - l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
 - m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
 - n. The testing and acceptance of custom reports and report views.
 - o. The deployment of custom reports and report views.
 - p. 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.
 - q. 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.
 - r. 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.
 - s. The deployment of all integration components.
 - t. The testing and acceptance by The Customer of the integration components.

4. 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 their General Ledger, ERP, HR, and other 3rd party systems.

EXHIBIT "B"
(COMPENSATION)

Description	Qty.	Total
Questica Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel License Seats	Unlimited	
Capital License Seats	Unlimited	
Read-Only Licenses	Unlimited	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
OpenBook Transparency	Included	
Questica Digital Budget Book publishing tool	Included	
Questica Year 1 Software Subscription (including software, maintenance, support and hosting)		\$230,713
Professional Services (Per Scope of Work)		
Planning & Analysis	Included	
Installation	Included	
Data Load & Verify	Included	
Accounting Integration	Included	
Customizations	Included	
Customized Reports	Included	
Training	Included	
Project Management	Included	
Total Questica Professional Services: (one-time fee)		\$262,850
GRAND TOTAL (Year 1)		\$493,563

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Subscription	\$ 230,713.00	\$ 237,634.39	\$ 244,763.42	\$ 252,106.32	\$ 259,669.51
Professional Services (One-Time: Split between Years 1 and 2. The amounts listed per-year are estimates and could fluctuate but the total amount will be consistent)	\$65,713	\$197,137.50			
Total (Pre-Tax)	\$ 296,425.50	\$ 434,771.89	\$ 244,763.42	\$ 252,106.32	\$ 259,669.51
5-Year Total (Pre-Tax)	\$				1,487,736.65

- ◆ Questica annual subscription is based on a 5-year term
- ◆ Questica will apply a 3% inflationary increase beginning in year 2
- ◆ Above pricing in USD. Applicable Taxes Extra

Terms of Payment

Software:

100% upon Contract Effective Date (Net 30).

- The Pierce County instance of Questica Budget will be set up on the contract execution date, and sign in credentials will be provided to Pierce County on this date. This is required before payment for initial software payment by Pierce County.

Year 2 due 365 days from Contract Effective Date and annually thereafter

Professional Services:

- 15% due on software installation
- 15% due on historical Operating budget available for validation
- 15% due on Operating actuals import integration available for validation
- 15% due on Personnel Data available for validation
- 10% due on Personnel Import integration available for validation
- 10% due on Historical Capital budget available for validation
- 10% due on Capital actuals integration available for validation
- 5% due on Budget Book training complete and Budget Book structure created for first budget
- 5% due on customer acceptance of original in-scope services

A milestone payment shall become due in the event that Pierce County's team delay or suspend progress of their deliverables related to the milestone for more than 30 days after the last Questica deliverable related to the same milestone.

A deliverable will not be considered "available for validation" in the case that such validation finds errors or omissions on Questica's part versus the original scope and agreed design that are significant enough to stop progress.

EXHIBIT "C"
SPECIAL PROVISIONS



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made (____) (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and PIERCE COUNTY, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

33. 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.**,” “**Questica LTD.**” 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.

34. PROVISION OF SERVICES

- a. **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 thereto. 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.
- b. **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.

- c. **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 Exhibit B, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- d. **Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Exhibit A, 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) 12 months from the effective date of the relevant Order Form.
- e. **Acceptance of Custom Work.** Within fifteen (15) 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 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

35. USE OF THE SERVICES

- a. **Our Responsibilities.** We shall: (i) provide Our basic support 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 8 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.
- b. **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.
- c. **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.

36. FEES AND PAYMENTS FOR SERVICES

- a. **Fees.** You shall pay all fees specified in all Order Forms as set out in Exhibit B. 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.
- b. **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.
- c. **Overdue Charges.** If any charges 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 previously specified.
- d. **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 before suspending services to You.

37. PROPRIETARY RIGHTS

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **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.

38. TERM

- a. **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. **All user subscriptions shall automatically renew for additional one-year at the end of the then current term, 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.**
- b. **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 agreed to by the Parties. 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.
- c. **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.

39. 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.

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. Questica will provide an initial response to all 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, 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.

Attachment B

Order Form

ORDER DETAILS				
Quotation ID#	Whatcom County – September 23, 2025			
Pricing Valid Through	November 23, 2025			
DESCRIPTION				
Euna Budget Framework – All Modules				
Operating License Seats	Unlimited			
Personnel Planning and Budgeting License Seats	Unlimited			
Capital License Seats	Unlimited			
ACFR	Included			
Unlimited Read-only Licenses	Included			
Performance Measures	Included			
Allocations	Included			
Statistical Ledger	Included			
Open Book Transparency	Included			
Budget Book Studio	Included			
Euna Budget Year 1 Software Subscription (including software, maintenance, support, and hosting)	\$ 99,588.00			
Professional Services (Per Statement of Work)				
Planning and Analysis	Included			
Consulting	Included			
Installation	Included			
Data Load and Verify	Included			
Accounting Integration	Included			
Training	Included			
Project Management	Included			
Total Euna Professional Services (one-time fee)	\$ 114,110.00			
	Total	\$213,698.00		
	Sales Tax (9%)	\$19,232.82		
	GRAND TOTAL:	\$ 232,930.82		

ORDER DETAILS	
Quotation ID#	Whatcom County – September 23, 2025
Pricing Valid Through	November 23, 2025

ANNUAL FEES	AMOUNT
Year 1 (SaaS and Professional Services, with Tax)	\$232,930.82
Year 2 (Includes 3% increase)	\$102,575.64
Year 3 (Includes 3% increase)	\$105,659.91
TOTAL 3 YEAR CONTRACT	\$441,159.37

Above pricing in US dollars. Applicable taxes extra. Pricing is not applicable in response to a formal RFP process.

TERMS OF PAYMENT	
Software	<p>100% upon Contract Effective Date (Net 30)</p> <ul style="list-style-type: none"> ○ The Whatcom County instance of Euna Budget will be set up on the contract execution date, and sign in credentials will be provided to Whatcom County on this date. This is required before payment for initial software payment by Whatcom County. • Year 2 is due 365 days from Contract Effective Date and annually thereafter.
Professional Services	<ul style="list-style-type: none"> • 25% due upon software installation • 25% due upon historical Operating budget available for validation • 25% due upon Operating actuals import integration configuration created and tested • 25% due upon completion of training <p>A milestone payment shall become due in the event that Whatcom County's team delay or suspend progress of their deliverables related to the milestone for more than 30 days after the last Euna deliverable related to the same milestone.</p>

Attachment C

Scope of Work

Statement of Work

Euna Budget Implementation for

Whatcom County

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Euna Solutions and The Customer agree that the implementation of Euna Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Euna Solutions 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.

Euna Solutions shall provide the professional service as defined in this Statement of Work, 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 Euna Solutions, the obligation to provide professional services to The Customer expires the earlier of:

- 1) completion of the services described in the SOW
- 2) 12 months from the effective date of the relevant Order Form

1.2. General Clarification

Initial Data Load

“Data import”, “import workbooks”, and “initial data load” are synonymous terms referring to the initial migration of data from The Customer's existing systems into Euna Budget.

Where this initial data load is to be performed by Euna Solutions, the data shall be returned to Euna Solutions in Excel workbooks. Euna Solutions' Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be “clean”, consistent, and complete. The Euna Solutions PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Euna Budget's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Euna Solutions' work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Euna Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- 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, Personnel, Capital, Financial Statements, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
- Euna Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

“Integration” as used in this Statement of Work refers to the automation of data exchange between Euna Budget and 3rd party systems. For each of the integrations in scope, Euna Solutions shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Euna Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Euna Solutions does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a “cloud” environment, Euna Solutions 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 integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. 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.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Euna Budget require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Euna Budget can accommodate any chart of account segments (“chart fields”), and Euna Solutions shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Euna Budget 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 Active, and projects, etc. is not automatically updated from the general ledger or other external system unless included in Customizations.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Euna Solutions will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.

- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

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 “2.11. Customizations” of this Statement of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Statement of Work

In the Statement of Work tables, entries in the column headed “Statement of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna Solutions professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, but will be undertaken by The Customer, with such help from Euna Solutions as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Euna Solutions professional services, nor will it be undertaken by The Customer.

2.1. Euna Budget Configuration & Shared Components

Functional Area	Description	Statement of Work
Production System	<p>Hosting of the single production instance of the Euna Budget system.</p> <p>Note that in addition to the hosted production system, The Customer must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6.8 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); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder". 	<p>In scope</p> <p>As per hosting agreement.</p>

Sandbox System(s)	<p>Sandboxes are hosted for The Customer's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database.</p> <p>Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes.</p> <p>Euna Solutions reserves the right to remove dormant sandboxes but these can be recreated by The Customer as needed.</p>	In scope: A single sandbox.
RoSA (Read-only SQL Access)	<p>RoSA is an optional service giving The Customer's IT team read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC. Note: Euna Solutions is not able to add The Customer's own code or other objects (views, functions, stored procedures) to this database.</p>	Not in scope
Project Management & Analysis	<p>Euna Solutions will assign an Implementation Manager ("PM") to lead this implementation on Euna Solutions' behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Euna Solutions Project Management Responsibilities" of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Euna Solutions PM is obligated to attend/host. Exceeding this limit is at the discretion of Euna Solutions' PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Euna Solutions, additional project management and analysis beyond this limit may be billable at Euna Solutions' standard services rate. 	<p>In scope with:</p> <ul style="list-style-type: none"> - One weekly status meeting; - 36 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.

<p>Consulting Services - BPI</p>	<p>Euna Solutions will facilitate a review of:</p> <ul style="list-style-type: none"> - The budget process for both the operating and capital budgets; - The chart of accounts; - Personnel planning and budgeting; - Reporting requirements. <p>This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>Budget Process End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Euna Solutions will facilitate a design of the budget process as it relates to the Euna Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:</p> <ul style="list-style-type: none"> - Budget process stages; - What happens in each stage; - Input, outputs, and participants in each stage; - Stage permission requirements. <p>Chart of Accounts Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Euna Budget.</p> <p>Personnel Budgeting Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.</p> <p>Reporting Requirements Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information “up and out” (management and public. Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.</p> <p>The customer will assume responsibility for maintaining all process documents after hand-off.</p>	<p>Not in scope</p>
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Consulting Services - Change Management	<p>Euna Solutions will facilitate a change management process in relation to the implementation of Euna Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offer the benefit of Euna Solutions' experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.</p>	Not in scope
On-Site PM Visits	<p>Each on-site visit by Euna Solutions' PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending).</p> <p>Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for one on-site visit is included in this agreement.</p> <p>All other work by the Euna Solutions lead(s) will be carried out off-site and contact will be via normal telecommunication channels.</p>	In scope Provision is made for one on-site visit
Application-Level Security	<p>Determine how and when to use the various security levels available within Euna Budget, enter users and assign them to groups and roles.</p>	Customer task: Euna Solutions will assist with this task until administrators have received training in security configuration.

Single Sign-On	Configure Euna Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (Microsoft Entra ID aka Azure AD) Authentication for user logon. Euna Solutions is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Euna Budget standard data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units 	In scope
Analytics ...		
Standard Reports	Provision of Euna 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	Euna Budget'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 Euna Budget'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.	In scope

2.2. Operating Module

The Euna Budget Operating module is included in this installation.

Functional Area	Description	Statement of Work
Optional Features ...	<i>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.</i>	
Strategic Planning Add-in	<p>Configuration to include strategic plans within The Customer's budgets. Self-implementation services include:</p> <ul style="list-style-type: none"> • Configuration of the system after deployment of the package; • Strategic Plan PowerPoint Presentation. <p>Guided implementation includes the above plus the following:</p> <ul style="list-style-type: none"> • Additional configuration of the system including 2 custom dashboards and 4 custom layouts • Strategic plan data import workbooks • Strategic plan training <p>If assistance is not in scope, then the package is provided as-is and The Customer is responsible for configuration and development of processes and tools. The Customer may configure the system to their needs, or request Euna Solutions assistance through a change order.</p>	Not in scope
Configuration ...		
Import Costing Centers	<p>Configuration and data import of standard Euna Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • 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	<p>Import the current/future Operating budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level ... by Costing Center. 	<p>In scope:</p> <p>Euna Solutions will import the most recent budget with 1 years of future forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' Operating budgets. 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.</p>	<p>In scope:</p> <p>Euna Solutions will import 2 prior years' budgets.</p>

Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Costing categorized.	Customer task: The Customer will enter their statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical 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.	Customer task: The Customer can add their historical statistical budget data using Euna Budget's user interface or Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Operating module budget data from Euna Budget to The Customer's general ledger at the approved budget object/costing center level 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 scope: Euna Solutions will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Euna Budget to The Customer's general 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 general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Euna Solutions will create no more than 1 point of integration for the operating budget amendments.

Actuals Import	<p>Automated facility to transfer actual data from The Customer's general ledger to the Euna Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>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.</p>	In scope: Euna Solutions will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Euna Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Euna Budget to a single target system, or the other direction as required.</p> <p>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 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Euna Budget Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Euna Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Statement of Work
Initial Data Load ...	<p><i>Configuration and data import of standard Euna Budget Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to:</i></p> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <p><i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Euna Budget Personnel manual. The relationships between them shall be those currently supported by Euna Budget and described in the Euna Budget Manual.</i></p>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope

Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>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.</p>	<p>Customer task: Euna Solutions will assist with this task until administrators have received training in modifier configuration.</p>
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	<p>Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s HR or payroll system to the Euna Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.</p> <p>Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Euna Solutions and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Each distinct data source and/or output file is one point of integration; • 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; • Data in each integration point will either replace all GL actuals in the personnel GL account category or be written to a custom entity created to store the payroll actuals, but not both. 	<p>In scope: Euna Solutions will create no more than 1 point of integration for the payroll actuals.</p>
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Euna Budget and The Customer’s HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>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.</p> <p>Notwithstanding responses to Requests for Proposals or other communications between Euna Solutions 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.</p>	<p>In scope: Euna Solutions will create no more than one integration for Employees, one for Positions, and one for Position Allocations.</p>

2.4. Capital Module

The Euna Budget Capital module is included in this installation.

Functional Area	Description	Statement of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Euna Budget Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • 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. <p>The configuration data may optionally contain data necessary to:</p> <ul style="list-style-type: none"> • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds ... by Project. 	<p>In scope:</p> <p>Euna Solutions will import the most recent budget with 5 years of future forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. 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.</p>	<p>In scope:</p> <p>Euna Solutions will import 2 prior years' budgets.</p>
Import Actuals Transactions	<p>Import capital actuals transactions from data import workbooks.</p>	<p>Customer task:</p> <p>The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future capital statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	<p>Customer task:</p> <p>The Customer will enter their statistical budget data using Euna Budget's user interface or Excel® export/import feature.</p>
Import Historic Statistical Budgets	<p>Import prior years' capital statistical budgets. All prior years must have a statistical 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.</p>	<p>Customer task:</p> <p>The Customer can add their historical statistical budget data using Euna Budget's user interface or Excel® export/import feature.</p>

Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Euna Budget's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Euna Budget to The Customer's general ledger or project system at the approved budget object/costing center level when invoked by a user.</p> <p>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.</p>	<p>In scope: Euna Solutions will create no more than 1 point of integration for the approved capital budget.</p>
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Euna Budget to The Customer's general ledger or project system, or the other direction as required.</p> <p>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 general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	<p>In scope: Euna Solutions will create no more than 1 point of integration for the capital project budget amendments.</p>
Actuals Import	<p>Automated facility to transfer actual data from The Customer's general ledger or project system to the Euna Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>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.</p>	<p>In scope: Euna Solutions will create no more than 1 point of integration for the capital project actuals.</p>
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Euna Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Euna Budget to a single target system, or the other direction as required.</p> <p>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 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope

Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Euna Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope
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2.5. Financial Statements

The Euna Budget Financial Statements add-in is included in this installation.

This feature adds the ability to configure and generate financial statements (Balance Sheets, Income Statements and Cash Flow Statements) from revenue and expense budget data combined with non-GL data entered by the user.

Functional Area	Description	Statement of Work
Configuration ...		
Balance Accounts & Cash Flow Lines	Configuration and data import of standard Euna Budget financial statement data structures, using data supplied by The Customer in Excel® workbooks provided by Euna Solutions: <ul style="list-style-type: none">• Balance Sheet Categories and Accounts;• Balance Sheet Actual Costs Types;• Cash Flow Categories;• Lines of Cash Flow Reporting.	In scope
Initial Data Load ...		
Import Balance Forecasts	Import balance sheet forecasts from data import workbooks. All years must have a chart of account structure that is the same, or a subset of, the initial budget.	In scope: Euna Solutions will import 2 years of fiscal years of balance forecast data. Euna Solutions will repeat the import once, to accommodate a refresh prior to going live.
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 Euna Budget's Excel® import feature, or use the automated integration once that has been configured.	Customer task: The Customer will enter their balance actuals data using Euna Budget's user interface or Excel® export/import feature.
Integration ...		
Balance Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Euna Budget financial statements at a transaction level on a daily basis when automatically scheduled; and/or on demand. This integration imports transactions (changes to the balance) rather than the current balance.	In scope: Euna Solutions will create no more than 1 point of integration for the balance actuals.

2.6. Performance Measures

The Performance Measures module is included in the framework license, however this SoW does not include configuration of the system by Euna Solutions. The Customer may use the online training material to make use of Performance Measures.

2.7. OpenBook and Budget Book Studio

A subscription for Euna Solutions' "OpenBook" cloud service for data transparency is included in this implementation. This subscription includes the "Budget Book Studio" add-in.

Functional Area	Description	Statement of Work
Configuration ...		
System Administration	General configuration of OpenBook Core to set the look-and-feel, captions, and add users.	Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to understand the administration options.
Configuration of Euna Budget	Configure ad hoc views in Euna Budget as a convenient source of source of OpenBook Core data.	In scope: Euna Solutions will, with the help of The Customer, configure up to 3 ad hoc views as a source of data for OpenBook Core. The Customer is able to configure as many additional ad hoc views as required.
Configuration of OpenBook Core 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. The Customer is also able to add their own stories with "spotlights" and "highlights".	In scope: A Euna Solutions consultant will assist in configuring OpenBook Core "Visualizations" and "Stories" to a limit of 10 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).

<p>Configuration of Budget Book Studio</p>	<p>The Customer is able to add multiple budget books to their OpenBook site following their approval workflow in “Budget Book Studio”. Budget books are built with a Customer defined layout of data tables, reports, paragraphs of text, images, charts, and can embed OpenBook's “highlights” and “spotlights”. Euna Solutions services include:</p> <ul style="list-style-type: none"> • Training, including an optional introduction for newcomers to OpenBook. • Review source budget data: account groups, funds, and departments. • Configuration of a Budget Book to support these structures.(Note: Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in Euna Budget.) • Creation of “views” in Euna Budget. * • Configuration & testing of data integration from Euna Budget. * • Configure standard content and assist with requested changes to standard format. • Guidance on completing tasks, including: <ul style="list-style-type: none"> ◦ manual input of values deemed non-automatable; ◦ insertion of unstructured data from files such as images, maps, award certificates, and charts; ◦ sharing experience of layout and content options. • Miscellaneous configuration and content authoring assistance. • Overview of the ACFR checklist and starter template. <p>* Where the source system is not Euna Budget, The Customer is responsible for providing clean, well organized data in CSV file for upload.</p>	<p>In scope: A Euna Solutions consultant will assist in configuring the first budget book, over a period not exceeding 8 weeks to a limit of 40 hours of consulting time (additional services can be purchased at Euna Solutions' standard hourly rate).</p>
<p>Content Authoring and Editorial Services</p>	<p>Authoring text and generating image (photo, graphic, map, chart, etc.) content for budget book(s).</p>	<p>Customer task</p>
<p>Integration ...</p>		
<p>Import from Euna Budget</p>	<p>Connection of OpenBook to Euna Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Euna Budget.</p>	<p>In scope</p>
<p>Import from CSV Files</p>	<p>Initial and ongoing population of datasets through the import of .CSV files.</p>	<p>Customer task: As a customer task, The Customer will leverage Euna Solutions' training material and reasonable assistance of Euna Solutions' PM or consultant to load and configure datasets from CSV files.</p>

2.8. Training

Functional Area	Description	Statement of Work
Online Resources	Euna Solutions maintains a substantial library of online training courseware. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	<p>Euna Solutions' standard training model is to train the trainers/advanced users within The Customer's organization in all implemented aspects of the application. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Euna Solutions' PM will field outstanding questions after the scheduled viewing.</p> <p>Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.</p>	
Training Schedule	<p>Euna Solutions' PM 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 Euna Budget.</p> <p>Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).</p>	
Training Location	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below.</p> <p>On-Site Training: Is not included.</p> <p>Remote Training: All training provided by Euna Solutions will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.</p>	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
Train-the-Trainer Training Sessions	<p>Training trainers, as well as advanced users and application administrators, in the modules, features, and processes implemented. Sessions may cover the following topics:</p> <ul style="list-style-type: none"> • Administration • Administrator Authored Reporting • Operating Module • Personnel Planning Budgeting Module • Capital Module • Financial Statements Feature 	<p>In scope: This scope of work includes up to 6 training sessions including preparation time.</p>

	<p>. Euna Solutions' PM will work with The Customer's project lead to ensure this training is focused where needed.</p> <p>Training for the following occur as part of their implementation process and is NOT part of this scope item:</p> <ul style="list-style-type: none"> • OpenBook • Budget Book 	
Train-the-User Training Sessions	Training end-users to use the modules, features, and processes implemented.	Customer task

2.9. Reserved

2.10. Reserved

2.11. Customizations

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

The following customizations are included within this Statement of Work

- Chart of account segments integration

*** Notes: Synchronize seven segments of the chart of accounts between Euna Budget and EnterpriseOne. The seven segments in Euna Budget will be updated nightly from EnterpriseOne using a scheduled, nightly file-based transfer. The Chart of Accounts integration will synchronize seven segments of the chart of accounts with the general ledger system. When a value is added to or is updated in a segment in the general ledger system, the value is added or updated in Euna Budget when the Chart of Accounts integration is executed.

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.

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

This Statement 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.

2.11.3. Specifications

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

2.11.4. 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 Statement of Work.

2.11.5. Warranty

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

3.0. Project Management

3.0.1. Euna Solutions Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Euna Solutions' deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Euna Budget application 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, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Euna Solutions or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Euna Solutions PM.
3. Providing definitive responses to the Euna Solutions PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Euna Solutions PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Euna Solutions deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Euna Solutions project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Euna Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Euna 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 Euna Solutions of the data import templates.
 - h. Customer approval of the imported Euna Budget structures and data.
 - i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Euna Budget's natural data model.

- j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
- k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
- l. The preparation of change orders and specification for any custom reports not detailed in this Statement of Work.
- m. The development by Euna Solutions of any required custom reports, whether detailed in this Statement of Work or added to the scope through a change order.
- n. The testing and acceptance of custom reports and report views.
- o. The deployment of custom reports and report views.
- p. The development of an integration strategy for updating the Euna Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. 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.
- r. The development by Euna Solutions 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 Euna Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. 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 their General Ledger, ERP, HR, and other 3rd party systems.